



# **Hernando School District**

## **School Board Regular Meeting**

### **Agenda - Final**

---

**Tuesday, May 9, 2023**

**6:00 PM**

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

---

#### **CALL TO ORDER**

#### **REFLECTION**

by Gus Guadagnino, Board Chair

#### **PLEDGE OF ALLEGIANCE by Brooksville Elementary School Students**

#### **ADOPTION OF AGENDA**

1. [23-1400](#) Approval to adopt the agenda dated May 9, 2023.

#### **ELECTED OFFICIALS**

#### **STUDENT REPRESENTATIVE TO THE BOARD**

2. [23-1401](#) Student Representative, Gina Doherty of Nature Coast Technical High School, to Share an Update of School Related Activities and Events with the Board

#### **PRESENTATIONS**

3. [23-1349](#) Recognize the 34th Annual FFEA State Conference Attendees  
**Attachments:** [Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)
4. [23-1375](#) Recognition of Hernando School Students that have Advanced as Finalists to the 68th State Science & Engineering Fair of Florida  
**Attachments:** [15 State Finalists](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)
5. [23-1390](#) Recognize the 2023 State Leadership and Skills Conference Attendees  
**Attachments:** [Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

**APPROVAL OF THE MINUTES**

6. [23-1402](#) Approval of the Minutes from the Student Expulsion Appeal Hearing of April 17, 2023; Informal, Workshop and Regular School Board Meeting of April 25, 2023.

**Attachments:** [04-17-23 Student Expulsion Appeal Hearing Minutes DRAFT with links](#)  
[04-25-23 Informal Minutes DRAFT](#)  
[04-25-23 Workshop Minutes DRAFT with links](#)  
[04-25-23 Meeting Minutes DRAFT with links](#)

**CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)**

7. [23-1403](#) Citizen Input on agenda items for this meeting (Green Form)

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

**ADOPTION OF CONSENT AGENDA****Personnel Recommendations**

8. [23-1388](#) Approval of the Personnel Recommendations

**Attachments:** [May 9, 2023](#)  
[Noninst., PTS & Adm. Supplements for 5-09-2023](#)  
[Inst. Supplements & Differentiated Pay for 5-09-2023](#)

**All Other Teaching & Learning Agenda Items**

9. [23-1366](#) Approve the Memorandum of Agreement between the Florida Department of Health, Hernando County Health Department, and The School Board of Hernando County for the 2023-2024 School Year.

**Attachments:** [FL Dept. of Health HCHD and SBHC ACC](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

10. [23-1377](#) Approve the 2023-2024 Comprehensive Evidence-Based Reading Plan (CERP)

**Attachments:** [CERP Template 2023 2024 HCSB](#)  
[CERP 2023 2024 HCSB](#)  
[CERP 6A 053](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

11. [23-1379](#) Approve the 2023-2025 Dual Enrollment (DE) Articulation Agreement Between University of Florida (UF) and the Hernando County School Board

**Attachments:** [2023-2025 UF DE Articulation Agreement](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)



12. [23-1391](#) Approve the Affiliation Agreement Between Access Healthcare Physicians, LLC and the Hernando County School District

**Attachments:** [AHC297 COVID-19 Attestation](#)  
[AHCP HR26 Volunteer Agreement \(002\)](#)  
[AHCP HR34 Confidentiality Agreement](#)  
[AHCP HR32 Computer Use and Internet Policy](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

**All Other Purchase Order/Bid Agenda Items**

13. [23-1294](#) Approve the purchase of the Let's Talk! Platform from K12 Insight for \$58,625.00.

**Attachments:** [K12 Insight Sales Order - Stamped](#)  
[K12 Insight-Let's Talk Standard Addendum 2023](#)  
[Budget Sheet - K12 Insight](#)

14. [23-1362](#) Award Bid No. 22009.00, Roof Replacement & Designated Repairs for John D. Floyd Elementary School, Buildings 12 & 13, to TeamCraft Roofing, Inc., and approve the contract and the purchase of construction goods and services for \$733,900.00.

**Attachments:** [23-1362 ITB](#)  
[23-1362 TeamCraft Submittal](#)  
[23-1362 Bid Tab](#)  
[23-1362 Agreement Signed by TeamCraft](#)  
[23-1362 Budget Sheet](#)

15. [23-1370](#) Approve the cancellation of the contract with Cornerstone Technologies, Inc. from Bid No. 23-962-01: Recycling & Disposal Services: Electronic Equipment.

**Attachments:** [23-962-01 Recycling Cancellation \(05-09-23\)](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

16. [23-1378](#) Approve the Purchase of Advanced Placement exams from the College Board and Authorize the Issuance of Purchase Orders for an Estimated Amount of \$226,035.00

**Attachments:** [AP Exam Order Form](#)  
[Budget Sheet College Board](#)

17. [23-1392](#) Approve the Closeout/Final Acceptance to the Contract with Lego Construction Co., for the Eastside Elementary School Cooler/Freezer Addition & Remodel, and Authorize Final Payment in the Amount of \$24,532.24.

**Attachments:** [2023-04-18 EES Cooler Certificate of Completion FULLY EXECUTED](#)  
[2023-04-20 EES Cooler Notice of Final Acceptance FULLY EXECUTED](#)  
[2023-04-20-EES Cooler Deductive Change Order FULLY EXECUTED](#)  
[2023-04-11 EES Cooler Freezer Lego Const. Final Pay App](#)  
[2023-04-20 EES Cooler Notice of Final Settlement FULLY EXECUTED](#)  
[2023-04-08 EES Cooler Freezer Addition Release of Lein \(2\) Budget - Financial Impact](#)

18. [23-1395](#) Approve the Closeout/Final Acceptance to the Contract with Lego Construction Co., for the Westside Elementary School Cooler/Freezer Addition & Remodel, and Authorize Final Payment in the Amount of \$19,877.83.

**Attachments:** [2023-04-17 WES Cooler Certificate of Completion FULLY EXECUTED](#)  
[2023-04-20 WES Cooler Notice of Acceptance Fully EXECUTED](#)  
[2023-04-20 WES Cooler Freezer Deductive Change Order FULLY EXECUTED](#)  
[2023-04-11 WES Cooler Freezer Kitchen Remodel Lego Final Pay App](#)  
[2023-04-18 WES Cooler Notice of Final Settlement FULLY EXECUTED](#)  
[2023-04-18 WES Cooler Freezer Lego Construction Release of Lein Budget Sheet - Financial Impact](#)

#### ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

#### ADDENDUM ITEMS

#### CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

19. [23-1404](#) Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

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

#### INFORMATIONAL AGENDA ITEMS

**GENERAL COUNSEL**

**SCHOOL BOARD COMMENTS**

**ADJOURNMENT**

The next School Board Meetings are scheduled for May 30, 2023:

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 # 1. 23-1400**

5/9/2023

---

**Title and Board Action Requested**

Approval to adopt the agenda dated May 9, 2023.

**Executive Summary**

The Superintendent of Schools, hereby requests the Board adopt the agenda dated May 9, 2023.

**My Contact**

John Stratton

Superintendent of Schools

**2018-23 Strategic Focus Area**

Other

**Financial Impact**

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

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



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 2. 23-1401**

5/9/2023

---

**Title and Board Action Requested**

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

**Executive Summary**

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

**My Contact**

Gina Doherty

Student Representative to the School Board

**2018-23 Strategic Focus Area**

Pillar 1: Student Achievement

**Financial Impact**

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

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



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 3. 23-1349**

5/9/2023

---

**Title and Board Action Requested**

Recognize the 34<sup>th</sup> Annual FFEA State Conference Attendees

**Executive Summary**

The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to recognize the students in our Teachers Academies at Hernando High School and Weeki Wachee High School who attended the 34<sup>th</sup> Annual FFEA State Conference in Orlando and competed in the five available competition areas for high school and college FFEA students. The conference was filled with professional development and sharing of best practices and camaraderie amongst students from across the state. In their first year of competition, Weeki Wachee High School received awards in both categories they competed in: 2<sup>nd</sup> Place in their "Inside Our Schools" Video and 3<sup>rd</sup> place in the Speech Competition.

**My Contact**

Beth Lastra

Supervisor of College and Career Programs

352-797-7000, ext. 474

**2018-23 Strategic Focus Area**

Pillar 1: Student Achievement

**Financial Impact**

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

**A. Item Currently Budgeted -**

Account Name		<u>No Financial Impact</u>								
Account Number										
		<u>Fund</u>	<u>Function</u>	<u>Object</u>	<u>Cost Center</u>	<u>Project</u>	<u>Sub Project</u>			
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$		\$		\$		\$		\$		\$

Account Name										
Account Number										
		<u>Fund</u>	<u>Function</u>	<u>Object</u>	<u>Cost Center</u>	<u>Project</u>	<u>Sub Project</u>			
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	<u>Fund</u>	<u>Function</u>	<u>Object</u>	<u>Cost Center</u>	<u>Project</u>	<u>Sub Project</u>
Amount \$						

Funding Source						
Account Name						
Account Number	<u>Fund</u>	<u>Function</u>	<u>Object</u>	<u>Cost Center</u>	<u>Project</u>	<u>Sub Project</u>
Amount \$						

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 4. 23-1375**

5/9/2023

---

**Title and Board Action Requested**

Recognition of Hernando School Students that have Advanced as Finalists to the 68<sup>th</sup> State Science & Engineering Fair of Florida

**Executive Summary**

The Director of Secondary Programs, on behalf of the Superintendent of Schools, hereby requests the Board to recognize the students that have advanced as finalists to the 68<sup>th</sup> State Science & Engineering Fair of Florida. In addition, we recognize the Secondary Science Fair District Coordinators and their team for working with students, parents, school level coordinators and community members to organize, judge and select the winners in accordance to the State Science & Engineering Fair competition rules.

**My Contact**

John Morris

Director of Secondary Programs

352-797-7000 ext. 443

morris\_j@hcsb.k12.fl.us

**2018-23 Strategic Focus Area**

Pillar 1: Student Achievement

**Financial Impact**

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.



Theodore Toler

Colton Harrin

Bryce Nagel

Keegan Quinn

Emily Harrin

Sophia Fralick

Kathryn Sharkey

Jessica Mecklenburg

Elijah Gibson

Gavin Butler

Callen Moynihan

Sucheth Narayanam

Harsh Mehta

Brennan Butler

Kaylee Smith

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: \$ \_\_\_\_\_

12



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 5. 23-1390**

5/9/2023

---

**Title and Board Action Requested**

Recognize the 2023 State Leadership and Skills Conference Attendees

**Executive Summary**

The College and Career Specialist K-8, on behalf of the Superintendent of Schools, hereby requests the Board recognize the students from our Engineering, Digital Cinema, Technology Support, Criminal Justice, Culinary Arts, and Allied Health Programs at Nature Coast Technical High School. These students competed in competitions related to their concentrated skill area with students from other districts across the state. Prior to this conference, countless hours were spent preparing and it showed with their performance by being awarded 7 medals.

**My Contact**

Danyl Williams

College & Career Specialist K-8

Williams\_d@hcsb.k12.fl.us

352-797-7075, ext. 270

**2018-23 Strategic Focus Area**

Pillar 1: Student Achievement

**Financial Impact**

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

**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 # 6. 23-1402**

5/9/2023

---

**Title and Board Action Requested**

Approval of the Minutes from the Student Expulsion Appeal Hearing of April 17, 2023; Informal, Workshop and Regular School Board Meeting of April 25, 2023.

**Executive Summary**

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

**My Contact**

Kelly A. Pogue  
Secretary to the School Board and General Counsel  
352-797-7253

**2018-23 Strategic Focus Area**

Other

**Financial Impact**

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



# Hernando School District

## Student Expulsion Appeal Hearing

### Minutes - Draft

---

Monday, April 17, 2023

3:00 PM

District Office-Board Room

---

**THIS MEETING IS CLOSED TO THE PUBLIC**

#### CALL TO ORDER

**Present** Board Chair Gus Guadagnino  
Vice Chair Susan Duval  
Board Member Mark Johnson  
Board Member Linda Prescott

**Remote** Board Member Shannon Rodriguez

*The Appeal Hearing was called to order at 3:00 P.M. Also in attendance were Nancy Alfonso, School Board Attorney; John Stratton Superintendent; Jill Kolasa, Director of Student Services; Stacy Swihart, Coordinator of Student Support Programs; and Steve Crognale, Principal of Endeavor Academy. The student in Case No. E2023-03-02 and parents were present as well.*

#### CLOSED SESSION - STUDENT EXPULSION APPEAL HEARING

1. [23-1365](#) Appeal Hearing - Student in Case No. E2023-03-02

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

**MOVER:** Susan Duval

**SECONDER:** Mark Johnson

*A motion was made to accept the Superintendent's recommendation.*

#### SCHOOL BOARD COMMENTS

#### ADJOURNMENT

*The Appeal Hearing was adjourned.*

---

**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, April 25, 2023**

**1:00 PM**

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

---

#### **CALL TO ORDER**

**Present**      Board Chair Gus Guadagnino  
                 Vice Chair Susan Duval  
                 Board Member Mark Johnson  
                 Board Member Linda Prescott  
                 Board Member Shannon Rodriguez

*The Informal Meeting was called to order at 1:01 P.M. Also present were Nancy Alfonso, School Board Attorney and John Stratton, Superintendent of Schools.*

#### **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. *Internship Program*
2. *Anglers Club at WWHS*
3. *Odyssey of the Mind*
4. *Fights at Schools*
5. *Board Notifications*
6. *Fox Chapel Middle School Behaviors*
7. *Hernando County Education Foundation Update*

#### **ADJOURNMENT**

*The meeting adjourned at 2:19 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, April 25, 2023

2:30 PM

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

---

#### CALL TO ORDER

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

*The Workshop was called to order at 2:34 P.M. Also present were Nancy Alfonso, School Board Attorney and John Stratton, Superintendent of Schools.*

#### PRESENTATIONS

1. [23-1367](#) Presentation to Consider Termination of T&G Corporation dba T&G Constructors, by David Sutton from Phelps Dunbar, LLP.

**Attachments:** [Budget - No Financial](#)

*Brian Ragan, Director of Facilities and Construction came forward to introduce this item. David Sutton, Attorney from Phelps Dunbar was present virtually.*

*This item will come before the Board at tonight's meeting.*

#### GENERAL COUNSEL

#### ADDENDUM ITEMS

#### GOOD OF THE ORDER/BOARD DISCUSSION

**School Board Comments**

#### ADJOURNMENT

*The Workshop adjourned at 3:59 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, April 25, 2023

6:00 PM

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

---

#### CALL TO ORDER

**Present:** Board Chair Gus Guadagnino  
Vice Chair Susan Duval  
Board Member Mark Johnson  
Board Member Linda Prescott  
Board Member Shannon Rodriguez

*The Meeting was called to order at 6:05 P.M. Also present were Nancy Alfonso, School Board Attorney and John Stratton, Superintendent of Schools.*

#### REFLECTION

by Mark Johnson, Board Member

#### PLEDGE OF ALLEGIANCE by Winding Waters K8 Students

#### ADOPTION OF AGENDA

1. [23-1371](#) Approval to adopt the agenda dated April 25, 2023.

**RESULT:** ADOPTED

**MOVER:** Susan Duval

**SECONDER:** Linda Prescott

**AYES:** Guadagnino, Duval, Johnson, Prescott, Rodriguez

#### ELECTED OFFICIALS

*Brian Hawkins, Hernando County Commissioner came forward to speak.*

#### STUDENT REPRESENTATIVE TO THE BOARD

2. [23-1372](#) Student Representative, Gina Doherty of Nature Coast Technical High School, to Share an Update of School Related Activities and Events with the Board

**PRESENTATIONS**

3. [23-1120](#) Recognition of the April HCSD Veteran

**Attachments:** [Budget Sheet - No Financial Impact](#)

*Karen Jordan, Public Information Officer came forward to introduce this item. Dr. Chris Clifford, Principal of DSPMS came forward to introduce Mr. Dustin Thomas as the district's Veteran of the Month.*

**HERNANDO COUNTY EDUCATION FOUNDATION DONATIONS**

4. [23-1360](#) Presentation by the Hernando County Education Foundation

**Attachments:** [4-25-23 Budget Sheet HCEF](#)

**RESULT:** **ADOPTED**

**MOVER:** Susan Duval

**SECONDER:** Linda Prescott

**AYES:** Guadagnino, Duval, Johnson, Prescott, Rodriguez

*Tammy Brinker, CEO of the HCEF came forward to present this item. Mrs. Kelly Slusser, Principal of Central High School also came forward to recognize Mr. and Mrs. Tomashosky.*

**APPROVAL OF THE MINUTES**

5. [23-1369](#) Approval of the Minutes from the Informal and Regular School Board Meeting of April 11, 2023.

**Attachments:** [04-11-23 Informal Minutes DRAFT ACC](#)  
[04-11-23 Meeting Minutes DRAFT with links](#)

**RESULT:** **ADOPTED**

**MOVER:** Susan Duval

**SECONDER:** Shannon Rodriguez

**AYES:** Guadagnino, Duval, Johnson, Prescott, Rodriguez

**PUBLIC HEARING ITEMS**

6. [23-1305](#) Public Hearing and Final Approval of Neola Policy - po2522 Challenges to Adoption or Use of Instructional, Library, or Reading List Materials, that received tentative approval at the March 28, 2023 Workshop.

**Attachments:** [Revised po2522 Special District Update](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

**RESULT:** **ADOPTED**

**MOVER:** Susan Duval

**SECONDER:** Mark Johnson

**AYES:** Guadagnino, Duval, Johnson, Prescott

**NAYS:** Rodriguez

*Nancy Alfonso, School Board Attorney read the instructions for this item. Alexander Hernandez came forward to speak.*

### **CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)**

7. [23-1373](#) Citizen Input on agenda items for this meeting (Green Form)

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

*No one came forward to speak. Board Member Rodriguez asked if the Board would allow for speakers to give up their three (3) minutes of speaking to write down their questions on the green form to be submitted for answers. The Board Chair stated that it was out of order to do this and that they would have to workshop the topic.*

### **ADOPTION OF CONSENT AGENDA**

*The following agenda items were pulled by board members from the consent agenda for discussion:*

9. 23-1368: *Approve Consideration of Termination of T&G Corporation, dba T&G Constructors for the Winding Waters Capacity Project.*

12. 23-1359: *Approve the 2023-2024 Dual Enrollment (DE) Articulation Agreement Between the University of South Florida (USF) and the Hernando County School District and Issuance of Purchase Orders in n Estimated Annual Amount of \$5,000.00.*

**RESULT:** **APPROVED THE CONSENT AGENDA**

**MOVER:** Mark Johnson

**SECONDER:** Susan Duval

**AYES:** Guadagnino, Duval, Johnson, Prescott, Rodriguez

### **Personnel Recommendations**

8. [23-1358](#) Approval of the Personnel Recommendations

**Attachments:** [April 25, 2023](#)  
[2023 Noninst., PTS & Adm. Supplements for 04-25-2023](#)  
[2023 Inst. Supplements & Differentiated Pay for 4-25-2023](#)

**All Other Support Operations Agenda Items**

**All Other Purchase Order/Bid Agenda Items**

10. [23-1354](#) Award RFQ 9009-234-2301, Construction Manager Services Continuing Contract for Various Projects Less Than \$4,000,000.00, to Walbridge, The AD Morgan Corp., Wharton-Smith, Inc., JE Dunn Construction, Air Mechanical & Service Corp. and Skanska, for Construction Manager Services.

**Attachments:** [23-1354 RFQ CM](#)  
[23-1354 Addendum 1](#)  
[23-1354 Score Sheets & Rankings Final](#)  
[23-1354 Budget Sheet - No Financial](#)

11. [23-1357](#) Approve Renewing the Piggyback of the Charlotte County Public Schools, ITB # 20/21-619GB: Catalog Discount, Awarded to Multiple Vendors and Authorize the Purchase for an Estimated Annual Spending Amount of \$55,000.00

**Attachments:** [22 785 47 PB RN Catalog Discount 04 25 23](#)  
[Budget Sheet](#)

#### ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

9. [23-1368](#) Approve Consideration of Termination of T&G Corporation, dba T&G Constructors for the Winding Waters Capacity Project.

**Attachments:** [Budget - No Financial](#)

**RESULT:** ADOPTED

**MOVER:** Mark Johnson

**SECONDER:** Susan Duval

**AYES:** Guadagnino, Duval, Johnson, Prescott, Rodriguez

*This item was pulled for discussion by the Chair. He asked for a motion and a second; discussion was open. Brian Ragan, Director of Facilities & Construction came forward and stated that David Sutton, Attorney with Phelps Dunbar is on Teams if the Board has questions.*

*A Motion to amend the motion was made by Board Member Johnson to approve the Memorandum of Understanding that we discussed at the Workshop giving Brian [Ragan] the authority to execute it without the Board seeing it, providing the testing for the x-ray testing of the concrete comes back in a positive manner to the School Board. Seconded by Susan Duval, motion passes 5-0.*

12. [23-1359](#) Approve the 2023-2024 Dual Enrollment (DE) Articulation Agreement Between the University of South Florida (USF) and the Hernando County School District and Issuance of Purchase Orders in n Estimated Annual Amount of \$5,000.00

**Attachments:** [2023 2024 DEAA USF Agreement](#)  
[Budget Sheet DEAA USF](#)

**RESULT:** ADOPTED

**MOVER:** Linda Prescott

**SECONDER:** Shannon Rodriguez

**AYES:** Guadagnino, Duval, Johnson, Prescott, Rodriguez

*This item was pulled by Board Member Prescott for discussion. Beth Lastra, Supervisor of College & Career Programs came forward to answer questions addressed by the Board. Mrs. Lastra explained this item.*

## **ADDENDUM ITEMS**

### **CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)**

13. [23-1374](#) 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](#)

*John Stratton, Superintendent of Schools made a statement in regard to Fox Chapel. Nancy Alfonso, School Board Attorney read the instructions for this item. Mr. Johnson made a motion to extend citizen's input beyond the 60 minute time limit to accommodate all speakers. The motion was seconded by Mrs. Prescott. The motion carries 5-0.*

*The following citizen's came forward to speak: Hamilton Hanson, Lisa Masserio, Shelby Waymire, Sumer Doulk, Veronica Smith, Pamela Gauvin, Bill Simmons, Donna Depinet-Dasher, Melinda Cook, Rev. Warren Gensel, Emma Gleason, Sophia Watson, Sarah Smith, Heather Barrington, Patricia Greenwood, Janice Crisp, Shawn Patterson, Pastor Jack Martin, Heather Sue Carter, Michelle Mandarin, Monty Floyd, Shaina Schmidt, Carla Johns, Cade Mulrooney, Kimberly Mulrooney, Tina Clifford, Robert Beach, Wendy Porter, James Looker, Toni Ann Noyes, Mary Mazzuco, Cindy Gandy and Pam Everett.*

## **INFORMATIONAL AGENDA ITEMS**

### **GENERAL COUNSEL**

### **SCHOOL BOARD COMMENTS**

*The Board made comments on various topics. Mrs. Alfonso announced that the Board met today in an Executive Session regarding Linda Kyle vs. the School Board of Hernando County, case number 21-0000486, a court reporter and all board members were in attendance. The session started at 11:06 AM and ended at 11:36 AM. The Board then met in Executive Session regarding bargaining which started at 11:41 AM and ended at 12:08 PM.*

### **ADJOURNMENT**

*The Meeting adjourned at 8:33 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 # 7. 23-1403**

5/9/2023

---

**Title and Board Action Requested**

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

**Executive Summary**

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

**My Contact**

Kelly A. Pogue  
Secretary to the School Board and General Counsel  
(352) 797-7253

**2018-23 Strategic Focus Area**

Pillar 4: Communication & Community Engagement

**Financial Impact**

There is no financial impact



# Hernando County School Board

## CITIZEN INPUT

### GREEN SPEAKER FORM

#### Part 1: The Process

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

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

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

#### Part II: Decorum

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

PLEASE PRINT ALL INFORMATION BELOW:

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

LEGAL NAME: \_\_\_\_\_

LEGAL ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Reminders:

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

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

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

Signature of speaker: \_\_\_\_\_

Chairperson's Approval of form: \_\_\_\_\_

Chairperson's Denial of form based on Guideline No. \_\_\_\_\_

FOR OFFICE USE ONLY:

Date Received: \_\_\_\_\_

Time Received: \_\_\_\_\_



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 8. 23-1388**

5/9/2023

---

**Title and Board Action Requested**

Approval of the Personnel Recommendations

**Executive Summary**

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

**My Contact**

Ray Pinder  
Director of Human Resources  
352-797-7070 Ext. 445  
pinder\_r@hcsb.k12.fl.us

**2018-23 Strategic Focus Area**

Pillar 2: People

**Financial Impact**

See Attachments.

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

I. CONSENT AGENDA

A. Approval of Personnel Recommendation

1. Instructional Leaves

Bobbi Dell – Teacher, HHS – From 4/4/2023 through 5/19/2023  
Kara Groom – Teacher, WWK8 – From 4/13/2023 through 5/8/2023 (Personal Illness)  
Payge Pusatere – Teacher, MES – From 3/30/2023 through 5/12/2023 (Personal Childcare)  
Kaitlin Toler – Teacher, EK8 – From 4/18/2023 through 6/2/2023

Return From Leave Early

Sharnakay Johnson – Teacher, EES – 4/17/2023

2. Instructional Appointments and Approval of Probationary Contract

Bronwyn Doyle – Teacher, DES – 4/12/2023  
Paulina Laszczkowska-Orologio – Occupational-Physical Therapist, ESE – 4/20/2023  
Alyssa Sayward – Teacher, MES – 4/17/2023

3. Instructional Transfers

Robyn Danchise – From Certified School Counselor, DSPMS – To Certified School Counselor, NCTHS – 4/10/2023  
Brenda Mason – From Teacher, DSPMS – To Teacher, NCTHS – 4/3/2023

4. Instructional Separations

Karen Berger – Teacher, EK8 – 6/2/2023 (Retirement)  
Jean Bernstein – Teacher, DES – 6/2/2023 (Retirement)  
Laverne Gunn – Teacher, EK8 – 6/2/2023 (Retirement)  
Leigh Ann Ledford – Teacher, SHES – 6/2/2023 (Retirement)  
Shawna Morgan – Teacher, SHES – 6/2/2023 (Resignation)  
Nancy St. Louis – Teacher, BES – 4/14/2023 (Probationary Release)  
Lucy Tucker – Teacher, SHES – 6/2/2023 (Retirement)

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

Christina Bouziotis – FNS Assistant, WHMS – From 5/1/2023 through 5/31/2023 (Personal Illness)  
Michael Duryea – District Support Specialist, TIS – From 2/1/2023 through 5/4/2023 (FMLA/Personal Illness)  
Deborah Godfrey – Bus Attendant, Transportation – From 4/5/2023 through 5/31/2023 (Workers Compensation)  
Jodi Jarema – Bus Operator, Transportation – From 3/31/2023 through 4/28/2023 (Extension)  
Katherine Jenkins – Bus Operator, Transportation – From 5/15/2023 through 5/31/2023  
Larry Lamphier – Crew Chief, Maintenance – From 3/28/2023 through 6/29/2023 (FMLA/Personal Illness)  
Joanne Montanez – Bus Attendant, Transportation – From 3/21/2023 through 5/31/2023 (Personal Illness)  
Jose Rodriguez – Bus Operator, Transportation – From 3/30/2023 through 4/26/2023 (Personal Illness)

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

Joan Cacioppo – Paraprofessional, PGES – 4/14/2023  
Jeffery Heath – Bus Operator, Transportation – 4/11/2023  
Sandra Madrey – Bus Operator, Transportation – 4/10/2023  
Camille Parsons – FNS Assistant, FNS – 4/12/2023

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

Liz Caraballo-Gonzalez – From FNS Assistant, FWSHS – To FNS Assistant, NCTHS – 4/4/2023  
Sharon Johnson – From Bus Operator, Transportation – To Sub Bus Operator, Transportation – 4/4/2023  
Jennifer Kessler – From FNS Assistant II, FNS – To Secretary I, Office of Safe Schools – 4/3/2023

Elizabeth Motta – From Environmental Services Technician I, WWHS – To Environmental Services Technician II, WWHS – 4/11/2023  
Donna Schultz – From Employment Specialist, Human Resources – To Employee Relations Specialist, Professional Standards – 4/3/2023

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

Charles Davis – Environmental Services Technician I, BES – 4/3/2023 (Resignation)  
Wilsa Desir – Paraprofessional, CES – 4/14/2023 (Resignation)  
Jacki Forgit – Paraprofessional, EK8 – 5/31/2023 (Retirement)  
Margarita Martinez – Bus Attendant, Transportation – 4/21/2023 (Resignation)  
William McQueen – Environmental Services Technician I, CK8 – 4/14/2023 (Resignation)  
Peter Saccheri – Air Conditioning Mechanic I, Maintenance – 4/14/2023 (Probationary Release)  
Mindy Swanson – Paraprofessional, EK8 – 4/28/2023 (Resignation)

9. Other

Additional Duty, and/or Additional Days/Hours

Qiang An – Teacher, PMS (Interpreter) – 3/28/2023 – 1 total hrs. (Reimbursement)  
Alexis Brown – Grant Accounting Specialist, Finance (Great Florida Teach-In) – 4/10/2023 – 10 total hrs. (Recruitment)  
Vanessa Hurd – Instructional Technology Specialist, Academic Services (Great Florida Teach-In) – 4/10/2023 – 10 total hrs. (Recruitment)  
Dawn Leo – Employee Data and Certification Specialist, Human Resources (Great Florida Teach-In) – 4/1/2023 – 10 total hrs. (Recruitment)  
Lamon Neal – Teacher, DSPMS (Title I Engagement) – 2/21/2023 – 30 total hrs. (Title I)

Approve Teacher(s), SES (Extended Learning) – 4/10/2023 – 30 total hrs. (Title I)

Diana Bordonaba  
Kelly McKissick  
Varvara Savoudakis

Approve Teacher(s), CK8 (Science Bootcamps) – 4/1/2023 – 7 total hrs. (ESSER II)

Rebecca Carr  
Anthony Celstini  
Colleen Douk  
Amanda Edwards  
Dawn Erb  
Schandell Nelson-Hill  
Kallie Hilyard  
Linda Lopez  
Mackenzie Quinn  
Brittany Serrano

Approve Teacher(s), EK8 (Facilitated Lesson Planning) – 4/1/2023 – 8 total hrs. (Title I)

Erin Anderson  
Eyvonne Bognetti  
Dawn Burrows  
Jennifer Campbell  
Ann Connell  
Heather Cox  
Katherine Cubillo  
Stephanie D'Anna  
Julia Dunn  
Jocelyn Fischer

Tiffany Foti  
Madison George  
Hannah Gordon  
Cassidy Green  
Scott Grinnen  
Beth Huntley  
Jessica Jackson  
Kelly Kamin  
Jennifer Kruck  
Jessica Langdon  
Denise Manning  
Almark Martin  
Jennifer McDowell  
Karen Mooney  
Jennifer Myers  
Melissa Nelson  
Tamela Neuwirth  
Julia Rivera  
Susan Rivera  
Tammy Rodriguez  
Jillian Roman  
Jeannine Rotella  
Keshia Russell  
Phil Scire  
Bethany Seitz  
Barbara Sorbie  
Sara Toxen

Approve Teacher(s), CHS (SAT Bootcamp) – 4/1/2023 – 6 total hrs. (ESSER II)

Marlene Abate  
Stacie Canfield  
Tashine Charles  
Rachel Clark  
Kelly Dunham  
Carrie Gournaris  
Marianne Domico  
Awilda Hernandez  
John Hill  
Jennifer Kalamant  
Heather Kreismer  
Janet Massey  
Jeremy Mello  
Tracy Schou  
Victoria Vadell  
Chad Willman  
Renia Yoanidis

Approve Teacher(s), Endeavor (Home Instruction) – 3/27/2023 – 5 total hrs. (IDEA)

Nancy McCarthy  
Thomas Montalbano

Approve Program Staffing Specialist(s), ESE (Julie Weatherly Webinar) – 4/14/2023 – 1.25 total hrs. (ARP IDEA)

Amanda Bigwood  
Lizbeth Graff  
Holly Napoli

10. Drop Program Participant(s)

Joseph Gemmati – Environmental Services Technician III, Endeavor – 7/1/2023

11. Supplements - see attached list(s)

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

\$	2,269,572.79	Instructional
\$	100,504.80	Noninstructional
\$	2,370,077.59	Sub-Total
\$	492,028.11	Benefits (20.76%)
\$	2,862,105.70	Total





INSTRUCTIONAL SUPPLEMENTS/DIFFERENTIATED PAY FOR ADDITIONAL DUTIES 2022/2023			
		Board Action 05/09/2023	
Barile, Roseann	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Beall, George	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Bradburn, Sarah Ann	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Brendlinger-Buse, Jessica	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Cavanaugh, Kasey	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Cornell, Carla	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Crisci, April	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Dodson, Jennifer	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Doherty, Silvina	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Fischer, Jocelyn	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Fremer, Bobbi-Jean	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Gibson, Patricia	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Hard, Lisa	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Kidd, Robin	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Kozlow, Joanne	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Mazzuco, Lisa	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Suarez, Jaime	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Visceglie, Stacey	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Walker, Dana	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Wright, Tara	Academic Services	Lead Mentor 2nd Semester	\$ 200.00
Andrade, Ashley	Academic Services	Mentor 2nd Semester	\$ 175.00
Baeza, Cheryl	Academic Services	Mentor 2nd Semester	\$ 175.00
Barile, Roseann	Academic Services	Mentor 2nd Semester	\$ 175.00
Basso, Tawana	Academic Services	Mentor 2nd Semester	\$ 175.00
Basso, Tawana	Academic Services	Mentor 2nd Semester	\$ 175.00
Beall, George	Academic Services	Mentor 2nd Semester	\$ 175.00
Benvengna, Meredith	Academic Services	Mentor 2nd Semester	\$ 175.00
Blazsek, Dana	Academic Services	Mentor 2nd Semester	\$ 175.00
Bradburn, Sarah Ann	Academic Services	Mentor 2nd Semester	\$ 175.00
Bradburn, Sarah Ann	Academic Services	Mentor 2nd Semester	\$ 175.00
Brendlinger-Buse, Jessica	Academic Services	Mentor 2nd Semester	\$ 175.00
Brendlinger-Buse, Jessica	Academic Services	Mentor 2nd Semester	\$ 175.00
Brendlinger-Buse, Jessica	Academic Services	Mentor 2nd Semester	\$ 175.00
Brown, Theresa	Academic Services	Mentor 2nd Semester	\$ 175.00
Brownell, Erin	Academic Services	Mentor 2nd Semester	\$ 175.00
Brownell, Erin	Academic Services	Mentor 2nd Semester	\$ 175.00
Brownell, Erin	Academic Services	Mentor 2nd Semester	\$ 175.00
Brownell, Erin	Academic Services	Mentor 2nd Semester	\$ 175.00
Cavanaugh, Kasey	Academic Services	Mentor 2nd Semester	\$ 175.00
Cavanaugh, Kasey	Academic Services	Mentor 2nd Semester	\$ 175.00
Croft, Darla	Academic Services	Mentor 2nd 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 2nd Semester	\$ 175.00
D'Anna, Stephanie	Academic Services	Mentor 2nd Semester	\$ 175.00
DaSilva-Serrano, Brittney	Academic Services	Mentor 2nd Semester	\$ 175.00
Davis, Janice	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
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
Elefante-Edwards, Tina	Academic Services	Mentor 2nd Semester	\$ 175.00
Fischer, Jocelyn	Academic Services	Mentor 2nd Semester	\$ 175.00
Fischer, Jocelyn	Academic Services	Mentor 2nd Semester	\$ 175.00
Garrow, Susan	Academic Services	Mentor 2nd Semester	\$ 175.00
Gleason, Sheryl	Academic Services	Mentor 2nd Semester	\$ 175.00
Gleason, Sheryl	Academic Services	Mentor 2nd Semester	\$ 175.00
Grant, Kelly	Academic Services	Mentor 2nd Semester	\$ 175.00
Grant, Kelly	Academic Services	Mentor 2nd Semester	\$ 175.00
Halstead, Stephani	Academic Services	Mentor 2nd Semester	\$ 175.00
Hansel, Jennifer	Academic Services	Mentor 2nd Semester	\$ 175.00
Hansel, Jennifer	Academic Services	Mentor 2nd Semester	\$ 175.00
Hansel, Jennifer	Academic Services	Mentor 2nd Semester	\$ 175.00
Hard, Lisa	Academic Services	Mentor 2nd Semester	\$ 175.00
Hard, Lisa	Academic Services	Mentor 2nd Semester	\$ 175.00
Holmlund, Chantel	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
Hubbard, Sarah	Academic Services	Mentor 2nd Semester	\$ 175.00
Hunt, Victoria	Academic Services	Mentor 2nd Semester	\$ 175.00
Huntley, Beth	Academic Services	Mentor 2nd Semester	\$ 175.00
Kalament, Jennifer	Academic Services	Mentor 2nd Semester	\$ 175.00
Kruszynski, Brandi	Academic Services	Mentor 2nd Semester	\$ 175.00
Kruszynski, Brandi	Academic Services	Mentor 2nd Semester	\$ 175.00
Kronenfeld, Jennifer	Academic Services	Mentor 2nd Semester	\$ 175.00
Kronenfeld, Jennifer	Academic Services	Mentor 2nd Semester	\$ 175.00
Johnson, Andrew	Academic Services	Mentor 2nd Semester	\$ 175.00
Johnson, Karen	Academic Services	Mentor 2nd Semester	\$ 175.00
Johnson, Karen	Academic Services	Mentor 2nd Semester	\$ 175.00
LaBarge, Carrie	Academic Services	Mentor 2nd Semester	\$ 175.00
Lancaster, Jenna	Academic Services	Mentor 2nd Semester	\$ 175.00
LeDoux, Mary	Academic Services	Mentor 2nd Semester	\$ 175.00
Longo, Deidre	Academic Services	Mentor 2nd Semester	\$ 175.00
Longo, Deidre	Academic Services	Mentor 2nd Semester	\$ 175.00
Mahla, Corrie	Academic Services	Mentor 2nd Semester	\$ 175.00
Maternowski, Adam	Academic Services	Mentor 2nd Semester	\$ 175.00
Miller, Jennifer	Academic Services	Mentor 2nd Semester	\$ 175.00
Mills, Jodi	Academic Services	Mentor 2nd Semester	\$ 175.00
Morelli, Marlo	Academic Services	Mentor 2nd Semester	\$ 175.00
Morelli, Marlo	Academic Services	Mentor 2nd Semester	\$ 175.00
Murdza, Michelle	Academic Services	Mentor 2nd Semester	\$ 175.00
Murdza, Michelle	Academic Services	Mentor 2nd Semester	\$ 175.00
Norford, Charlotte	Academic Services	Mentor 2nd Semester	\$ 175.00
Perez, Danielle	Academic Services	Mentor 2nd Semester	\$ 175.00
Pratser, Devon	Academic Services	Mentor 2nd Semester	\$ 175.00
Reiter, Karen	Academic Services	Mentor 2nd Semester	\$ 175.00
Reiter, Karen	Academic Services	Mentor 2nd Semester	\$ 175.00
Reiter, Karen	Academic Services	Mentor 2nd Semester	\$ 175.00

Romanello, Jennine	Academic Services	Mentor 2nd Semester	\$ 175.00
Rotella, Jeannine	Academic Services	Mentor 2nd Semester	\$ 175.00
Salinas, Leslie	Academic Services	Mentor 2nd Semester	\$ 175.00
Salinas, Leslie	Academic Services	Mentor 2nd Semester	\$ 175.00
Scire, Lauren	Academic Services	Mentor 2nd Semester	\$ 175.00
Shaw, James	Academic Services	Mentor 2nd Semester	\$ 175.00
Sladek-Carsillo, Brandy	Academic Services	Mentor 2nd Semester	\$ 175.00
Stoessel, Amy	Academic Services	Mentor 2nd Semester	\$ 175.00
Suarez, Jaime	Academic Services	Mentor 2nd Semester	\$ 175.00
Swiatek, Lauren	Academic Services	Mentor 2nd Semester	\$ 175.00
Syblis, Stefany	Academic Services	Mentor 2nd Semester	\$ 175.00
Syblis, Stefany	Academic Services	Mentor 2nd Semester	\$ 175.00
Syblis, Stefany	Academic Services	Mentor 2nd Semester	\$ 175.00
Syblis, Stefany	Academic Services	Mentor 2nd Semester	\$ 175.00
Temple, Vickie	Academic Services	Mentor 2nd Semester	\$ 175.00
Vascellaro, Rachel	Academic Services	Mentor 2nd Semester	\$ 175.00
Vitale, Jessica	Academic Services	Mentor 2nd Semester	\$ 175.00
Wright, Tara	Academic Services	Mentor 2nd Semester	\$ 175.00
Wright, Tara	Academic Services	Mentor 2nd Semester	\$ 175.00
Wright, Tara	Academic Services	Mentor 2nd Semester	\$ 175.00
Woolcock, Jeremy	Academic Services	Mentor 2nd Semester	\$ 175.00
Woolcock, Jeremy	Academic Services	Mentor 2nd Semester	\$ 175.00
DeFiore, Michael	DSPMS	Band Director eff. 02/24/2023	\$ 729.84
Orologio, Paulina	ESE	Advanced Degree Instructional eff. 04/20/2023	\$ 406.09
Camera, Alicia	FCMS	Softball Coach	\$ 1,515.15
Oliver, Abigail	FWSHS	Track, Asst. Varsity Boys Coach	\$ 1,590.75
Ellis, Tyson	HHS	Football, Asst. Varsity Coach Spring	\$ 378.00
Nussbaum, Peyton	Student Services	Advanced Degree Instructional eff. 04/10/2023	\$ 507.61
Bristol, Joseph	WHMS	Asst. Track Coach- Gender Equity	\$ 900.00
Prosper, Bibiana	PGES	Cancel - Advanced Degree Instructional end 03/31/2023	\$ (558.38)
		Total From Previous Agenda 04/25/2023	\$ 2,242,253.73
		<b>Total Instructional Supplement/Differentiated Pay</b>	<b>\$2,269,572.79</b>



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 9. 23-1366**

5/9/2023

---

**Title and Board Action Requested**

Approve the Memorandum of Agreement between the Florida Department of Health, Hernando County Health Department, and The School Board of Hernando County for the 2023-2024 School Year.

**Executive Summary**

The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the Memorandum of Agreement between the Florida Department of Health, Hernando County Health Department, and The School Board of Hernando County from July 1, 2023 through June 30, 2024. The purpose of the Agreement is to establish the terms and conditions under which the Health Department and The School Board shall deliver or perform health services for the 2023-2024 school year.

**My Contact**

Jill Kolasa, Director  
Student Services  
(352) 797-7008

**2018-23 Strategic Focus Area**

Pillar 1: Student Achievement

**Financial Impact**

The cost for this agenda item is \$ 0, see attached budget sheet. 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 Florida Department of Health, Hernando County Health Department And The School Board of Hernando County**

This AGREEMENT is between THE FLORIDA DEPARTMENT OF HEALTH, HERNANDO COUNTY HEALTH DEPARTMENT, 7551 Forest Oaks Blvd. Spring Hill, Florida, hereinafter referred to as "HEALTH DEPARTMENT," and THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, 919 North Broad Street, Brooksville, Florida, and hereinafter referred to as "SCHOOL BOARD," the governmental agency with jurisdiction over all Hernando County District Schools.

The purpose of this Agreement is to establish the terms and conditions under which the HEALTH DEPARTMENT and the SCHOOL BOARD shall deliver or perform the following school health services for the 2023-2024 school year. The term of this Agreement shall begin on the 1<sup>st</sup> day of July, 2023 and shall end on the 30<sup>th</sup> day of June, 2024.

The HEALTH DEPARTMENT shall deliver the following services under this Agreement:

- a) As funding permits, provide a professional Registered Nurse (RN), referred to as the School Health Coordinator, as defined in Florida Statutes 464.003(20), to conduct school health services oversight. Oversight shall be defined as monitoring the compliance with the School Health Services Plan as defined in Florida Statutes 381.0056(2)(e). Duties also include performing annual program reviews of all Hernando County Public schools and Hernando County Charter Schools and sharing the results with the principal of each school. Also, as funding permits, a second RN will be provided by the DOH. A minimum of 1 RN shall be provided.
- b) Provide consultative and support services to qualified health room personnel.
- c) Provide protocols for health room services under the medical direction of a licensed Florida physician functioning under the Administrator of the Hernando County Health Department.
- d) The RN will provide training for SCHOOL BOARD RN's, who will create individual health care plans and emergency action health care plans for their assigned schools and will staff school health rooms as determined by SCHOOL BOARD. The HEALTH DEPARTMENT RN's, will assess and write health care plans for students in those schools without School Board Registered Nurses assigned to them. Currently, based on current RN staffing levels of both parties, HEALTH DEPARTMENT RNs and SCHOOL BOARD RNs are each assigned to write care plans for approximately half of the District schools. Significant staffing changes may require a collaborative adjustment of care plan responsibility for assigned schools, which is not intended to require a written amendment to this agreement.

HEALTH DEPARTMENT RNs write the care plans for the following schools:

DELTONA ELEMENTARY  
J.D.FLOYD ELEMENTARY  
CHOCACHATTI ELEM

SPRING HILL ELEM  
WESTSIDE ELEM  
POWELL MIDDLE

SUNCOAST ELEM  
PINE GROVE ELEM  
NATURE COAST

F.W. SPRINGSTEAD  
GULF COAST MID  
GULF COAST ELEM

WEEKIWACHEE HIGH  
FOX CHAPEL MIDDLE

SCHOOL BOARD RNs write the care plans for the following schools:

BROOKSVILLE ELEMENTARY  
MOTON ELEMENTARY  
EXPLORER K8  
ENDEAVOR  
BEST

EASTSIDE ELEM  
WINDING WATERS  
DS PARROTT  
CENTRAL

CHALLENGER K8  
WEST HERNANDO  
HERNANDO

The care plans will be written for students with Type 1 Diabetes, Cystic Fibrosis, Anaphylaxis, severe Asthma and active Seizure disorders. The plans will also be written for students with acute or chronic health disorders as deemed appropriate by the Registered Nurse.

- e) Provide a minimum of four (4) hours of orientation and training to school health room staff and provide training for clinic substitutes.
- f) Assure that nurses employed by the HEALTH DEPARTMENT and assigned to work in schools, if any, work within the scope of their practice and according to the Florida Nurse Practice Act and be licensed as an RN or LPN in accordance with Florida Statute 464.
- g) Assure that the nurses employed by the HEALTH DEPARTMENT and assigned responsibilities under this agreement have documented pediatric experience and growth and developmental training.
- h) Provide for scheduling and school assignments, if any, of nurses employed by the HEALTH DEPARTMENT.
- i) Assure that its nurses assigned to oversee health room functions, if any, under this agreement follow all School District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state, governing school and health records.
- j) Assure that its staff meets Level 2 background screening as required by s.1012.465, Florida Statute (F.S.) and pursuant to chapter 435, F.S.
- k) The HEALTH DEPARTMENT shall be responsible for the supervision of all of its personnel and/or agents assigned to provide services under this Agreement.

The HEALTH DEPARTMENT and the SCHOOL BOARD shall jointly deliver the following services under this Agreement:

- a) Complete student health screenings as per current Florida law and administrative code, section 381.0056 F.S. and rule 64F-6.003 F.A.C. The HEALTH DEPARTMENT will make available additional screening equipment/supplies and oversight nurse(s) and volunteer

information and availability, as funding permits, for screening events. The SCHOOL BOARD will provide the school health personnel and volunteers to complete the screenings and, with the assistance of the HEALTH DEPARTMENT, will work to ensure the health screenings are completed in a timely manner and meets the requirements set forth in the School Health Services Plan according to section 381.0056(4)(a)F.S. The SCHOOL BOARD Health Professional will conduct health screenings for each mandated grade with assistance from the Health Department RN's and the School Board RN's and LPN's. The HEALTH DEPARTMENT will oversee the collection and calculation of health screening data to include using the Centers for Disease Control (CDC) website for Body Mass Index references. HEALTH DEPARTMENT will return all information to each individual school for School to distribute to provide parent notification. A summary report will be made available to each school principal. Health screenings will be completed by March 31, 2024..

- b) The HEALTH DEPARTMENT will assist the SCHOOL BOARD with the August School Health Services Meeting. In that meeting, the HEALTH DEPARTMENT will provide back-to-school training to school health room staff and substitutes.
- c) The HEALTH DEPARTMENT and the SCHOOL BOARD will update the School Health Plan and complete the Florida School Health Services Annual Report, assuring review and signature of appropriate parties.
- d) All employees of the SCHOOL BOARD who provide school health services to students will submit the required documentation to HEALTH DEPARTMENT within seven days of rendered services. The HEALTH DEPARTMENT will input the required data in the state's health management reporting system (HMS).
- e) The HEALTH DEPARTMENT and the SCHOOL BOARD will jointly coordinate, plan and conduct School Health Advisory Committee Meetings.
- f) All SCHOOL BOARD and HEALTH DEPARTMENT staff assigned responsibilities under this agreement must follow all protocols and procedures outlined in the Hernando County School Health Services Manual jointly developed by the parties.
- g) Early Release trainings will be shared between The School Board (Student Services) and the HEALTH DEPARTMENT'S RN's. There are 5 trainings this school year 2023-2024 and these trainings will be divided so the Department of Health will provide 3 trainings and the School Board (Student Services) will provide 2. Dates and topics of trainings to be determined by each responsible party.
- h) The HEALTH DEPARTMENT and SCHOOL BOARD RNs will create care plans and emergency care plans for students in their assigned school with chronic health needs after reviewing the child's health needs as outlined by his physician and in consultation with the parent. Currently, based on current RN staffing levels of both parties, HEALTH DEPARTMENT RNs and SCHOOL BOARD RNs are each assigned to write care plans and emergency care plans for approximately half of the District schools. Significant staffing changes may require a collaborative adjustment of care plan responsibility for assigned schools, which is not intended to require a written amendment to this agreement.

-Health Department RNs currently write the care plans for the following schools

DELTONA ELEMENTARY	SPRING HILL ELEM	SUNCOAST ELEM
J.D.FLOYD ELEMENTARY	WESTSIDE ELEM	PINE GROVE ELEM
CHOCACHATTI ELEM	POWELL MIDDLE	NATURE COAST
F.W. SPRINGSTEAD	WEEKIWACHEE HIGH	
GULF COAST MID	FOX CHAPEL MIDDLE	
GULF COAST ELEM		

SCHOOL BOARD RNs write the care plans for the following schools:

BROOKSVILLE ELEMENTARY	EASTSIDE ELEM	
MOTON ELEMENTARY	WINDING WATERS	CHALLENGER K8
EXPLORER	DS PARROTT	WEST HERNANDO
ENDEAVOR	CENTRAL	HERNANDO
BEST		

The care plans will be written for students with Type 1 Diabetes, Cystic Fibrosis, Anaphylaxis, severe Asthma and active Seizure disorders. The plans will also be written for students with acute or chronic health disorders as deemed appropriate by the Registered Nurse.

- i) The HEALTH DEPARTMENT and SCHOOL BOARD RNs will perform child specific training for school district Licensed Practical Nurses (LPN) and or unlicensed assistive personnel (UAP) as needed/ required by Florida Statutes. For schools without a SCHOOL BOARD assigned RN, child specific training for unlicensed assistive personnel or LPN's will be provided by the HEALTH DEPARTMENT RN or RN from the School Board assigned to that school.
- j) Attend Individualized Education Plan (IEP) and 504 plan meetings. If an IEP or 504 is requested for a student with a medical diagnosis with potential for interference with the educational process, the school district will make arrangements for the RN from the SCHOOL BOARD or HEALTH DEPARTMENT to be present for the meeting..
- k) The HEALTH DEPARTMENT and/or SCHOOL BOARD RN'S will provide all other school health trainings as needed including blood borne pathogens, other health services meetings, bus driver trainings, etc.
- l) The HEALTH DEPARTMENT and/or SCHOOL BOARD RN'S will assess registration paperwork for health needs and immunizations compliance for new students. Registrars and health room staff will register with Florida Shots for electronic 680 access.

THE SCHOOL BOARD shall deliver the following services under this Agreement:

- a) Ensure that each school within the district has a minimum of one qualified health room personnel (i.e. RN, LPN, Health Aide) to provide basic school health services, including first aid to injured students and staff, everyday care of acutely ill children and chronically ill children, and to manage health care for children with communicable diseases.



- b) Ensure that at least two school staff members, excluding health room staff, are currently certified by a nationally recognized certifying agency to provide first aid and cardiopulmonary resuscitation, to include AED (automated external defibrillator).
- c) Ensure that at least two school staff members, excluding health room staff, are trained in the administration of medication and provision of medical services as required by 1006.062 F.S.
- d) Annually update each student's emergency contact information.
- e) Assure that each child who is entitled to admittance to a school is in compliance with 1003.22 F.S. It is the responsibility of the school principal to assure that all students produce evidence of immunization and such physicals and other health records which are required for admittance to Florida public schools.
- f) Notify parents or guardians in writing at the beginning of each school year that their children who are students will receive specified health services as provided for in the local school health services plan.
- g) Assure available and adequate physical facilities, office supplies, and equipment for school health services at each school as defined in State Requirements for Educational Facilities.
- h) Understand that all staff designated for health care of students must attend periodic trainings and meetings. School clinic staff must also attend required "child specific" training when indicated for certain health conditions and disease management during the school day and school based activities.
- i) The SCHOOL BOARD may exercise control over the administrative aspects of the School Health Services Program to ensure that the delivery of health services is coordinated with and supportive of the primary role of the school system – the education of the child. Both parties shall cooperate in the development and implementation of mutually acceptable policies and guidelines which will govern both the School District and the Health Department personnel in the delivery of appropriate and effective services.
- j) Provide for proper disposal of biomedical waste.

The HEALTH DEPARTMENT and the SCHOOL BOARD further jointly agree:

- a) Confidentiality. The HEALTH DEPARTMENT and SCHOOL BOARD shall comply with all applicable federal and state confidentiality laws, rules, regulations and policies. The HEALTH DEPARTMENT shall only be entitled to receive records and information from the SCHOOL BOARD which can be lawfully made available to HEALTH DEPARTMENT, and the HEALTH DEPARTMENT shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of student records and other information which may be available through the SCHOOL BOARD and which is necessary for the HEALTH DEPARTMENT to deliver the services required hereunder. For this Agreement, the HEALTH DEPARTMENT staff must have access to paper and electronic records pertaining to or supporting the delivery of school health services to include but not necessarily be limited to the Cumulative Health

Record of each student, rolls of students involved in Free and Reduced Lunch Program, and students enrolled in Medicaid.

- b) Independent Agents. That no relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents or employees. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.
- c) Insurance/Indemnification. That each party shall be responsible for the liabilities of their respective agents, servants and employees. The Parties are self-insured through the State of Florida, and its agents, servants and employees are protected against tort claims as described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by a state agency or political subdivision of the State of Florida to suit by third parties.
- d) Modification. This Agreement may be modified from time to time in writing and by mutual consent of the parties hereto.
- e) Disputes. In the event a dispute should arise between the parties as to the delivery of services under this Agreement, The SCHOOL BOARD hereby authorizes its Superintendent of Schools or designee to work with the Administrator of the HEALTH DEPARTMENT to resolve any such disputes. In the event that the Superintendent of Schools or designee and the Administrator are unable to resolve the dispute, the matter shall be referred to the SCHOOL BOARD who may elect to terminate the agreement with appropriate notice to the HEALTH DEPARTMENT as provided below.
- f) Termination. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice to the other.
- g) In the event funds to finance this agreement become unavailable, either party may terminate the contract upon no less than twenty-four hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Board, as to School Board, and the Hernando County Health Department Administrator, as to Department, shall be the final authority as to the availability of funds. In the event of terminations of this Agreement, the Department will be compensated for any work satisfactorily completed prior to notification of termination.
- h) **Mandatory Public Records Language for All District/School Service Contracts**  
**Public Records Compliance**

Each party is an agency or subdivision of the State of Florida and as such are bound by Florida's public records laws, as are the contractors of each party. In addition to other contract requirements provided by School Board Policy or State law, the Contractor: must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

(1) Keep and maintain public records required by the Hernando County School Board (HCSB) and the Florida Department of Health, Hernando County Health Department, in order to perform the services under this agreement;

(2) Upon request from the HCSB's or the Department's custodian of public records, provide the HCSB or the Department as applicable 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;

(3) 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 HCSB or to the Department, as applicable; and

(4) Upon completion of the contract, transfer, at no cost, to the HCSB or the Department, as applicable, all public records in possession of the contractor or keep and maintain public records required by the HCSB or Department to perform the service. If the contractor transfers all public records to the HCSB or Department 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 HCSB or the Department, as applicable, upon request from the HCSB's custodian of public records or the Department's custodian of public, as applicable, in a format that is compatible with the information technology systems of the HCSB or the Department respectively.

5) Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the HCSB or the Department, as applicable may enforce the terms of this provision in the form of a court proceeding and this provision shall survive any termination or expiration of the contract.

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 (FOR HCSB) AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, [jordan\\_k@hcsb.k12.fl.us](mailto:jordan_k@hcsb.k12.fl.us) or (352) 797-7009, OR FOR THE HEALTH DEPARTMENT AT 7551 FOREST OAKS BLVD, SPRING HILL , FL. 34606, [timothy.miller@flhealth.gov](mailto:timothy.miller@flhealth.gov) or 352-540-82141.

i) SCHOOL BOARD ADDENDUM. The School Board Addendum, executed contemporaneously with this agreement and attached as Attachment 1 hereto, contains additional language required by the Board and is intended by both parties to be incorporated by reference in this agreement and both parties intend to be bound thereby.

The contact persons for each party are as follows:

Florida Department of Health,  
Hernando County Health Department  
Danielle Taylor, Administrator  
7551 Forest Oaks Blvd.  
Spring Hill, FL 34606

School Board of Hernando County  
John Stratton, Superintendent  
919 North Broad Street  
Brooksville, FL 34601

As executed below:

Florida Department of Health,  
Hernando County Health Department

School Board of Hernando County

  
Danielle Taylor, Administrator

\_\_\_\_\_  
John Stratton, Superintendent

Date: 3/3/2023

Date: \_\_\_\_\_

Approved as to Form  
*Nancy McClain Alfonso*  
General Counsel, HCSB

**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 # 10. 23-1377**

5/9/2023

---

**Title and Board Action Requested**

Approve the 2023-2024 Comprehensive Evidence-Based Reading Plan (CERP)

**Executive Summary**

The Director of Elementary and ELA Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the 2023-2024 Comprehensive Evidence-Based Reading Plan of the evidence-based reading instruction allocation. The comprehensive reading plan must be approved by the applicable school board, charter school governing board, or lab school board of trustees. The District K-12 CERP must accurately depict and detail the role of administration (both district and school level), professional development, assessment, curriculum, and instruction in the improvement of student learning of the B.E.S.T. English Language Arts Standards as provided in Rule 6A-1.09401, F.A.C. This information must be reflected for all schools and grade levels and shared with all stakeholders, including school administrators, literacy leadership teams, literacy coaches, classroom instructors, support staff, and parents.

**My Contact**

Tiffany Howard

Director of Elementary and ELA Programs

352-797-7000 ext. 433

howard\_t@hcsb.k12.fl.us

Marth Ann Zopf

Supervisor of Literacy, Intervention, and Elementary Academic Programs

352-797-7000 ext. 280

zopf\_m@hcsb.k12.fl.us

Kerri Littlefield

District MTSS Coordinator

352-797-7000 ext. 113

littlefield\_k@hcsb.k12.fl.us

**2018-23 Strategic Focus Area**

Pillar 1: Student Achievement

**Financial Impact**

See attached budget sheet.

## District K-12 Comprehensive Evidence-Based Reading Plan

Annually, school districts must submit a K-12 Comprehensive Evidence-Based Reading Plan (CERP) by June 15 for the purpose of supporting increased student achievement in literacy and closing achievement gaps. In order to assist districts, the Department has developed the attached format for district reading plans. Districts may utilize the Department's format or an alternative developed by the district school board. The comprehensive reading plan must be approved by the applicable school board, charter school governing board, or lab school board of trustees, for the specific use of the evidence-based reading instruction allocation. By July 1 of each year, the Department will release to each school district its allocation of appropriated funds pending plan submission.

The District K-12 CERP depicts and details the role of administration (both district and school level), professional development, assessment, curriculum, and instruction in the improvement of student learning of the B.E.S.T. English Language Arts Standards as provided in [Rule 6A-1.09401, Student Performance Standards, Florida Administrative Code \(F.A.C.\)](#). This information is reflected for all schools and grade levels and shared with all stakeholders, including school administrators, literacy leadership teams, literacy coaches, classroom instructors, support staff, and parents.

### 1) Contact Information

The Main District Reading Contact will be the Florida Department of Education's contact for the District K-12 CERP and is responsible for the plan and its implementation. Other contacts are those who work primarily with an area covered within the plan. **Indicate the contacts for your district.**

Point of Contact	Name	Email	Phone
Main Reading Contact	Tiffany Howard	Howard_t@hcsb.k12.fl.us	352-797-7000 ex. 363
Assistant Superintendent of Teaching & Learning	Gina Michalicka	Michalicka_g@hcsb.k12.fl.us	352-797-7000 ex. 404
Director of Elementary Programs & K-12 ELA	Tiffany Howard	Howard_t@hcsb.k12.fl.us	352-797-7000 ex. 363
Data Element	Donna Reilly	Reilly_d@hcsb.k12.fl.us	352-797-7000 ex. 103
Coordinator of Assessment & Accountability	Jennifer Merschbach	Merschbach_j@hcsb.k12.fl.us	352-797-7000 ex. 465
Third Grade Promotion	Tiffany Howard	Howard_t@hcsb.k12.fl.us	352-797-7000 ex. 363
Supervisor of Literacy, Interventions & Elementary Academic Programs	Martha Ann Zopf	Zopf_m@hcsb.k12.fl.us	352-797-7000 ex. 280
Multi-Tiered System of Supports	Kerri Littlefield	Littlefield_k@hcsb.k12.fl.us	352-797-7000 ex. 113
Reading Endorsement/Professional Development	Paula Clark	Clark_p@hcsb.k12.fl.us	352-797-7000 ex. 437
3 <sup>rd</sup> grade Summer Reading Camp	Tiffany Howard Kristal Barnes	Howard_t@hcsb.k12.fl.us Barnes_k@hcsb.k12.fl.us	352-797-7000 ex. 363
Supervisor of Federal Programs	Magan Schlechter	Schlechter_m@hcsb.k12.fl.us	352-797-7000 ex. 295

## 2) District Budget for Evidence-Based Reading Allocation ([Rule 6A-6.053\(2\), F.A.C.](#))

### Reading Allocation Budget Items

The evidence-based reading instruction allocation is created to provide comprehensive reading instruction to students in prekindergarten (PreK) through grade 12. Districts will include salaries and benefits, professional development, assessment, programs/materials, tutoring, and incentives required to effectively implement the district's plan. Budget must prioritize K-3 students with substantial deficiencies in reading.

Reading Allocation Budget Item	Amount	FTE (where applicable)
Amount of District Evidence-Based Reading Instruction Allocation	<b>1,440,891.00</b>	
Estimated proportional share distributed to district charters <i>*Charter schools must utilize their proportionate share of the evidence-based reading allocation in accordance with <a href="#">Section (s.) 1002.33(7)(a)2.a.</a> and <a href="#">s. 1008.25(3)(a), Florida Statutes (F.S.)</a>.  Note: All intensive reading interventions specified by the charter must be delivered by a teacher who has a literacy micro-credential or is certified or endorsed in reading.</i>	<b>36,000</b>	
<b>Elementary Expenses</b>		
Literacy coaches	<b>350,000</b>	<b>4</b>
Scientifically researched and evidence-based supplemental instructional materials	<b>199,945.50</b>	
Summer reading camps for grade 3 students	<b>250,000</b>	
<b>Secondary Expenses</b>		
Literacy coaches	<b>255,000</b>	<b>3</b>
Scientifically researched and evidence-based supplemental instructional materials	<b>199,945.50</b>	
<b>K-12/PreK Expenses</b>		
Professional development to help K-12 instructional personnel and certified PreK teachers earn a certification, a credential, an endorsement or an advanced degree in scientifically researched and evidence-based reading instruction	<b>100,000</b>	
Tutoring programs to accelerate literacy learning	<b>45,000</b>	
Family engagement activities (Summer Reading Challenge)	<b>5,000</b>	
<b>Sum of Expenditures</b>	<b>1,440,891.00</b>	

## 3) Literacy Leadership – District and School

### A. Measurable Student Achievement Goals ([Rule 6A-6.053\(1\)\(d\), F.A.C.](#))

For each grade, PreK-10, establish clear and measurable student literacy achievement goals based on the Florida Assessment of Student Thinking (FAST). Goals for plan year should increase from previous year in order to meet statewide literacy achievement goals.



Florida Assessment of Student Thinking (FAST)				
Grade	Previous School Year – % of Students Scoring		Goal for Plan Year – % of Students Scoring	
	Urgent Intervention <10 <sup>th</sup> percentile	At & Above Benchmark 40 <sup>th</sup> percentile & above	Urgent Intervention <10 <sup>th</sup> percentile	At & Above Benchmark 40 <sup>th</sup> percentile & above
PreK	14%	75%	10%	80%
K	12.5%	65.7%	10%	75%
1	8.6% (SEL) 8.2% (SR)	66.3% (SEL) 78.9% (SR)	5% (SR)	70% (SR)
2	17.9%	59.1%	12%	65%
Florida Assessment of Student Thinking (FAST)				
Grade	Previous School Year – % of Students Scoring		Goal for Plan Year – % of Students Scoring	
	Level 1	Levels 3-5	Level 1	Levels 3-5
3	35%	36%	25%	49%
4	36%	49%	16%	52%
5	28%	41%	19%	53%
6	37%	35%	23%	48%
7	41%	35%	24%	45%
8	48%	28%	30%	42%
9	36%	40%	29%	44%
10	42%	35%	30%	45%

**B. School Literacy Leadership Teams ([Rule 6A-6.053\(3\)](#), F.A.C.)**

Schools are required to establish a School Literacy Leadership Team.

1. Describe the process the principal will use to form and maintain a School Literacy Leadership Team, consisting of a school administrator, literacy coach, media specialist, lead teachers, and other relevant team members, as applicable.

The principal meets with the administrative team and a site-based coach, where applicable to discuss who is best equipped to represent their team on the Literacy Leadership Team. In addition to school leadership like our ESOL and MTSS leads, intentional invitations were extended to one educator from each grade level who are leaders and whose classrooms could be utilized as model classrooms. Some schools also include teachers of various content areas to broaden the reach and impact of the Literacy Leadership Team.

2. Describe how the School Literacy Leadership Team requirement is communicated to principals, including how School Literacy Leadership Teams use data to establish literacy goals and take strategic action to improve literacy achievement for all students.

This requirement will be communicated to the principals during a principal meeting and followed up by communicating with assistant principals and coaches. Coaches along with the support of the SRLD will be available to support Literacy Teams.

**C. Plan Implementation and Monitoring ([Rule 6A-6.053\(7\), \(8\), F.A.C.](#))**

Districts must monitor the implementation of the District K-12 CERP at the district and school level.

**1. Provide an explanation of the following:**

<b>Grades K-5</b>	<b>District Level</b>	<b>School Level</b>
Data that will be collected and frequency of review	STAR/FAST-3 times year iReady-3 times year Formal Walkthroughs-approximately once a year Informal Walkthroughs-based on school needs & data	STAR/FAST-3 times year iReady-3 times year Formatives/classroom assessments-ongoing Administrative walkthroughs-regularly
Actions for continuous support and improvement	District level data chats with administrators to develop action plans. Data and problem solving MTSS monthly meetings.	Data chats admin/teacher and teacher/student. Sharing of data at leadership meetings and during PLCs. MTSS problem solving meetings.

<b>Grades 6-8</b>	<b>District Level</b>	<b>School Level</b>
Data that will be collected and frequency of review	FAST-3 times year iReady-3 times year Formal Walkthroughs-approximately once a year Informal Walkthroughs-based on school needs & data	FAST-3 times year iReady-3 times year Formatives/classroom assessments-ongoing Administrative walkthroughs-regularly
Actions for continuous support and improvement	District level data chats with administrators to develop action plans. Data and problem solving MTSS monthly meetings.	Data chats admin/teacher and teacher/student. Sharing of data at leadership meetings and during PLCs. MTSS problem solving meetings.

<b>Grades 9-12</b>	<b>District Level</b>	<b>School Level</b>
Data that will be collected and frequency of review	FAST-3 times year Achieve 3000-2 times year Formal Walkthroughs-approximately once a year Informal Walkthroughs-based on school needs & data	FAST-3 times year Achieve 3000-2 times year Formatives/classroom assessments-ongoing Administrative walkthroughs-regularly
Actions for continuous support and improvement	District level data chats with administrators to develop action plans. Data and problem solving MTSS monthly meetings.	Data chats admin/teacher and teacher/student. Sharing of data at leadership meetings and during PLCs. MTSS problem solving meetings.

**2. How are concerns communicated if it is determined that the District K-12 CERP is not being implemented with fidelity?**

Concerns with implementation can be communicated through district level data chats, walkthroughs both, formal and informal, as well as during monthly principal meetings.

**3. Describe what has been revised to improve literacy outcomes for students in the district's K-12 CERP based upon the District K-12 CERP Reflection Tool and a root-cause analysis of student performance data.**

Based on AP2 data, changes have been made in the facilitated planning process to prioritize under-performing domains. District and site-based coaches were provided additional professional development, in order to support schools/teachers with planning. Additionally, data chats focusing on AP2 data were held for prioritized schools to develop a plan, including supports and fidelity checks. Finally, supplemental programs were purchased to help address gaps in foundational skills and comprehension.

Currently, the lowest domain across the district is Reading Across Genres and the SRLD will be providing PD support in this domain for targeted schools. Additionally, the SRLD could provide professional development to our principals in the areas of data-based decision making, the literacy walkthrough tool, as well as how to utilize a literacy coach to maximize the coach's time.

Additionally, after a team received the Literacy Practice Profile train-the-trainer training, we have plans to implement a 3-part PD focusing on the Literacy Practice Profiles next year at all grade levels. We are working in conjunction with our SRLD to develop these sessions.

**4. Describe the process used by principals to monitor implementation of the reading plan, including frequent reading walkthroughs conducted by administrators.**

Principals facilitate data chats at various levels, including full staff data chats in staff meetings, as well as principal/teacher data chats. During these chats, implementation can be discussed.

Additionally, principals conduct informal and formal observations/evaluations. With the support of the district, principals also complete informal and formal walkthroughs. As a result of the variety of walkthroughs, next steps for improvement can be identified.

**5. In addition, describe how principals monitor collection and utilization of assessment data, including progress monitoring data, to inform instruction and support needs of students.**

Principals collect and utilize data in a variety of ways. Assessment data and/or progress monitoring data is reviewed as part of the facilitated planning process. These planning sessions are supported by the administrative team at each school, a site-based coach, if applicable, and/or the district reading coach. This data is used to determine the learning needs of students and to drive instructional decisions.

Data is also used during data chats and during a district walkthrough to help develop next steps and action plans.

#### 4) Literacy Coaches/Coaching ([Rule 6A-6.053\(6\), F.A.C.](#))

##### A. Literacy Coaches ([Rule 6A-6.053\(6\)\(a\), F.A.C.](#))

Literacy coaches should be assigned to schools determined to have the greatest need based on student performance data in reading. Districts can use the Just Read, Florida! literacy coach model or explain the evidence-based coaching model used in the district and how the district will monitor the implementation and effectiveness of the coaching model.

**Describe how schools with the greatest need based on student performance data in reading are selected for coach services and supports.**

Schools will be tiered based on assessment data and walkthrough data. At the mid-year, as a district team, we review the data and adjust district support accordingly. Our RAISE schools will receive additional supports from our SRLD.

##### B. The Just Read, Florida! Literacy Coach Model ([Rule 6A-6.053\(6\)\(c\), F.A.C.](#))

The Just Read, Florida! literacy coach model delineates the roles and responsibilities of literacy coaches:

- Provide professional development on the following:
  - The major reading components, as needed, based on an analysis of student performance data;
  - Administration and analysis of instructional assessments; and
  - Providing differentiated instruction and intensive interventions.
- Model effective instructional strategies for teachers in whole and small group instruction;
- Collect and use data on instructional practices to inform and implement professional learning activities;
- Train teachers to administer assessments, analyze data, and use data to differentiate instruction;
- Coach and mentor teachers daily;
- Work with teachers to ensure that evidence-based reading strategies and programs grounded in the science of reading are implemented with fidelity;
- Participate in literacy leadership teams;
- Continue to grow professionally to increase knowledge of and ability to apply effective pedagogy and andragogy;
- Prioritize time to teachers, activities, and roles that will have the greatest impact on student achievement in reading; and
- Work with school principals to plan and implement a consistent program of improving reading achievement using evidence-based strategies that demonstrate a statistically significant effect on improving student outcomes.

Literacy coaches must possess the following:

- A minimum of a bachelor's degree and reading endorsement or K-12 certification in reading;
- Effective or highly effective rating from the most recently available evaluation that contains student performance data;
- Specialized knowledge of evidence-based reading instruction grounded in the science of reading, infusing evidence-based reading strategies into content area instruction;
- Special expertise in quality reading instruction and infusing reading strategies into content area instruction;
- Data management skills;
- Strong knowledge base in working with adult learners;
- Excellent communication skills; and
- Outstanding presentation, interpersonal, and time-management skills.

Note: Coaches are prohibited from performing administrative functions that will detract from their role as a literacy coach and must limit the time spent on administering or coordinating assessments.

**1. Is the district using the Just Read, Florida! literacy coach model?**

Yes/No

yes

**2. If no, please describe the evidence-based coach model the district is using.**

**3. How is the literacy coach model being communicated to principals?**

The literacy coach model will be communicated to principals during a principal meeting. Additionally, it is reviewed/revisited during data chats and post-walkthroughs to determine the most appropriate ways for the coach to provide support for the school.

**4. How does the district support literacy coaches throughout the school year?**

Monthly there are coach cadre meetings, during which time coaches engage in a book study and receive professional development. Our SRLD takes part in these monthly meetings, providing coaching support as well. Our coaches also attend monthly BSI regional webinars and SRLD Opportunities to Learn webinars, when their schedules permit. They also participate in trainings and conferences, such as the Florida Literacy Association conference, as well as Just Read, Florida trainings, when space allows.

Hernando County has 5 coaches that have been trained in the Literacy Coach Endorsement Boot Camp. Summer of 2023, 2 coaches will participate in the Train-the-trainer Literacy Coach Endorsement, in order to facilitate coaching endorsement sessions with our other coaches in the district.

**5. How is the district supporting coaches with prioritizing high impact activities, such as conducting data analysis with teachers to establish goals and create action plans, coaching, and providing professional development based on need?**

The district monitors prioritizing high impact activities through the use of monthly coach meetings, data chats, walkthroughs, as well as through coaching logs.

## 6. How does the district monitor implementation of the coach model?

Meagan Schlechter monitors monthly coaching logs and as needed, we discuss the trends during our Curriculum, Instruction & Assessment meetings to make informed decisions. The coach model is also discussed during district walkthroughs and data chats, as it relates to coaching supports for next steps.

## 5) K-12 Assessment, Curriculum, and Instruction

### A. Florida's Formula for Success ([Rule 6A-6.053\(9\)\(a\), F.A.C.](#))

K-12 reading instruction will align with Florida's Formula for Success, 6 + 4 + T1 + T2 + T3, which includes the following:

- **Six components of reading:** oral language, phonological awareness, phonics, fluency, vocabulary, and comprehension;
- **Four types of classroom assessments:** screening, progress monitoring, diagnostic, and summative assessment;
- **Three tiers of instruction that are standards-aligned;** include accommodations for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners; and incorporate the principles of Universal Design for Learning as defined in [34 C.F.R. 200.2\(b\)\(2\)\(ii\)](#):
  - **Core Instruction (Tier 1):** provides print-rich explicit and systematic, scaffolded, differentiated instruction, and corrective feedback; builds background and content knowledge; incorporates writing in response to reading;
  - **Supplemental Instruction/Interventions (Tier 2):** provides explicit, systematic, small group teacher-led instruction matched to student need, targeting gaps in learning to reduce barriers to students' ability to meet Tier 1 expectations; provides multiple opportunities to practice the targeted skill(s) and receive corrective feedback; occurs in addition to core instruction; and
  - **Intensive, Individualized Instruction/Interventions (Tier 3):** provides explicit, systematic individualized instruction based on student need, one-on-one or very small group instruction with more guided practice, immediate corrective feedback, and frequent progress monitoring; and occurs in addition to core instruction and Tier 2 interventions. Tier 3 interventions must be provided to students identified as having a substantial reading deficiency. All intensive reading interventions must be delivered by instructional personnel who possess a literacy micro-credential as provided in [s. 1003.485, F.S.](#), or are certified or endorsed in reading.

### 1. Describe how the district will align K-12 reading instruction to Florida's Formula for Success for all students including students with a disability and students who are English language learners.

Through the use of adopted core curriculum, the 6 components of reading will be aligned to the BEST Standards during the 90 minute reading block for elementary and through a class period for secondary. Curriculum maps/pacing guides are used to ensure fidelity of implementation of the curriculum. Lesson planning and various data points will be utilized to differentiate instruction based on student needs, ensuring the ESE and ELL students receive Tier 2 and Tier 3 interventions, as needed. Furthermore, the district assessment plan encompasses the variety of assessments.

Elementary-McGraw Hill, Wonders (<https://bit.ly/3xYdi7Z>)

McGraw-Hill Reading Wonders is the core curriculum in ELA for grade K-5 for all students and it is supported by promising evidence. It is used for 90 minutes of uninterrupted reading instruction that includes explicit, systematic, and differentiated instruction in both whole group and small group instruction. Supplemented with Curriculum Associates iReady Instructional Path, strong evidence and Heggerty (PreK-2); According to the Florida Center for Reading Research, Heggerty Phonemic Awareness consists of strategies in phonemic awareness instruction consistent with findings from the Report of the National Reading Panel (2000). No research studies have been done to examine the effectiveness of Heggerty as a reading intervention.

Middle School-Amplify (<https://bit.ly/3kk46Tm>)

Amplify ELS Florida is the core ELA curriculum for grades 6-8. Instruction is based on the gradual release model and will be used in the following ways: whole group lessons to introduce and apply benchmark skills and concepts- Whole class or small group review of benchmarks in any lesson where a review is needed- Small group instruction to reinforce and practice skills for struggling students. Supplemented with Curriculum Associates iReady.

PreAP English 1 & 2 College Board Resources published as model lessons by Advanced Placement College Board (<https://bit.ly/3vKiOZ7>)

Areas of focus: Reading closely complex literary and informational text, valuing and incorporating textual evidence in writing and speaking, and noticing language choices. College Board-aligned to Florida BEST benchmarks per crosswalk document. ([Pre-AP English 1 and Florida's B.E.S.T. Standards for ELA: Alignment Summary \(collegeboard.org\)](#)) & ([Pre-AP English 2 and Florida's B.E.S.T. Standards for ELA: Alignment Summary \(collegeboard.org\)](#))

High School- McGraw Hill, Florida Study Sync (<https://bit.ly/3MDgwSu>) (<https://bit.ly/36T9Yjb>)

Teachers will utilize Study Sync's Close and Independent Reading work together to help students build effective habits for analyzing and responding to complex texts. Whole group and collaborative structures will be incorporated into weekly routines.

All reading lists and/or reading materials will be taken from the Core Curriculum and/or the BEST Benchmark reading list.

Instruction at all levels is a blended learning model, where students work in a digital platform, as well as with textbooks. All of the core curriculums provide a digital learning platform to support and enhance students' literacy instruction.

Support is provided by district and site-based reading coaches and implementation is monitored through informal walkthroughs, formal walkthroughs, and district data chats. Facilitated

planning sessions are provided to increase the deliberate and intentional teaching of literacy instruction.

**2. Describe your public school PreK program's plan for assessment, standards, curriculum, instruction, and support to meet the needs of all learners.**

**Assessment:**

The Hernando County School District coordinates with the statewide VPK Program and the Hernando County School District Pre-K Program to provide the STAR Early Literacy Assessment to all students who will enter Kindergarten the following year. Learning deficiencies in all Pre-K programs are identified and will go through the Problem-Solving Process with the Supervisor of Exceptional Student Education, Supervisor of Literacy, Intervention and Elementary Programs, Coordinator of MTSS, the Early Learning Specialist, school site administration and classroom teachers. This problem-solving process will indicate small groups and early interventions in the areas that make up Early Literacy. The STAR EL will be used one time additionally between each of the 3 mandatory assessment windows to progress monitor the fidelity of the intervention and change as necessary based on data.

**Standards:**

-Florida Early Learning Developmental Standards

All VPK and ESE Pre K teachers receive the following trainings on the standards:

-VPK standards as well as the FL BEST Standards Crosswalk Birth to Grade 3

- FAST STAR EL Assessment Training

-on-going support from the Early Learning Specialist

**Curriculum, Instruction & Support:**

Three Cheers for Pre-K is used in the VPK Classrooms and the inclusive Pre-K ESE Classrooms. A Curriculum Map is provided each year to guide instruction for classroom teachers. There are coordinated efforts from the classroom to the families regarding activities tips that can be done at home to support and enhance instruction at home.

The district conducts informal walkthroughs to ensure that instruction is meeting the needs of all learners. The CLASS (Classroom Assessment Scoring System) Assessment/Observation is conducted once a year. The Early Learning Specialist receives the reports and reviews it with the school administrative team and teachers to develop an action plan and support in the areas needed.

**B. Assessment/Curriculum Decision Trees ([Rule 6A-6.053\(9\)\(d\), F.A.C.](#))**

Districts are required to develop Assessment/Curriculum Decision Trees to demonstrate how data will be used to determine specific reading instructional needs and interventions for all students in grades K-12. Use Assessment/Curriculum Decision Trees to address ALL students. The template can be used for grade bands or for individual grades.



The Decision Trees must contain the following information:

- Name of screening, progress monitoring, diagnostic, local assessment, statewide assessment, or teacher observations used within the district. For students in the Voluntary Prekindergarten Education Program through grade 10, the coordinated screening and progress monitoring system must be administered pursuant to [s. 1008.25\(8\)\(b\), F.S.](#), and included as a component of the Assessment/Curriculum Decision Trees.
- Targeted audience (grade level);
- Performance criteria used for decision-making for each instrument at each grade level;
- Assessment/curriculum connection, including evidence-based curriculum materials and practices used in instruction and interventions that address the six components of reading: oral language, phonological awareness, phonics, fluency, vocabulary, and comprehension;
- Specific criteria for when a student is identified to receive intensive reading interventions, what intensive reading interventions will be used, how the intensive reading interventions are provided, and assurance that intensive reading interventions are delivered by a teacher who is certified or endorsed in reading or instructional personnel who possess a literacy micro-credential; and
- Identification of the multisensory interventions provided to students in grades K-3 who have a substantial reading deficiency, including a description of the intensive, explicit, systematic, and multisensory reading interventions which will be provided to students in grades K-3.

Note: Evidence-based instructional materials and strategies have a significant effect on improving student outcomes and meet strong, moderate, or promising levels of evidence as defined in [20 U.S.C. s. 7801\(21\)\(A\)\(i\)](#):

- (A) ...an activity, strategy or intervention that –
- (i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on –
    - (I) strong evidence from at least 1 well-designed and well-implemented experimental study;
    - (II) moderate evidence from at least 1 well-designed and well-implemented quasi-experimental study; or
    - (III) promising evidence from at least 1 well-designed and well-implemented correlational study with statistical controls for selection bias.

## Grades PreK-5

### 1. Grades PreK-5 Assessments

Indicate in the chart below the assessment(s) used to screen and progress monitor grades PreK-5 students. Add additional rows as needed.

Name of the Assessment	Target Audience (Grades PreK-5)	What component of reading is being assessed? (Each component should be addressed.)	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
FAST Star Early Literacy	<input checked="" type="checkbox"/> PreK <input checked="" type="checkbox"/> Grade K <input checked="" type="checkbox"/> Grade 1 <input type="checkbox"/> Grade 2 <input type="checkbox"/> Grade 3 <input type="checkbox"/> Grade 4 <input type="checkbox"/> Grade 5	<input checked="" type="checkbox"/> Oral Language <input checked="" type="checkbox"/> Phonological Awareness <input checked="" type="checkbox"/> Phonics <input checked="" type="checkbox"/> Fluency <input checked="" type="checkbox"/> Vocabulary <input checked="" type="checkbox"/> Comprehension	<input checked="" type="checkbox"/> Screening <input checked="" type="checkbox"/> Progress Monitoring <input type="checkbox"/> Diagnostic <input checked="" type="checkbox"/> Summative	<input type="checkbox"/> Weekly <input type="checkbox"/> 2 x Month <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> 3 x Year <input type="checkbox"/> Annually <input type="checkbox"/> As Needed <input type="checkbox"/> Other
FAST Star Reading	<input type="checkbox"/> PreK <input type="checkbox"/> Grade K <input checked="" type="checkbox"/> Grade 1 <input checked="" type="checkbox"/> Grade 2 <input type="checkbox"/> Grade 3 <input type="checkbox"/> Grade 4 <input type="checkbox"/> Grade 5	<input type="checkbox"/> Oral Language <input type="checkbox"/> Phonological Awareness <input type="checkbox"/> Phonics <input type="checkbox"/> Fluency <input checked="" type="checkbox"/> Vocabulary <input checked="" type="checkbox"/> Comprehension	<input checked="" type="checkbox"/> Screening <input checked="" type="checkbox"/> Progress Monitoring <input type="checkbox"/> Diagnostic <input checked="" type="checkbox"/> Summative	<input type="checkbox"/> Weekly <input type="checkbox"/> 2 x Month <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> 3 x Year <input type="checkbox"/> Annually <input type="checkbox"/> As Needed <input type="checkbox"/> Other
FAST ELA Reading	<input type="checkbox"/> PreK <input type="checkbox"/> Grade K <input type="checkbox"/> Grade 1 <input type="checkbox"/> Grade 2 <input checked="" type="checkbox"/> Grade 3 <input checked="" type="checkbox"/> Grade 4 <input checked="" type="checkbox"/> Grade 5	<input type="checkbox"/> Oral Language <input type="checkbox"/> Phonological Awareness <input type="checkbox"/> Phonics <input type="checkbox"/> Fluency <input checked="" type="checkbox"/> Vocabulary <input checked="" type="checkbox"/> Comprehension	<input checked="" type="checkbox"/> Screening <input checked="" type="checkbox"/> Progress Monitoring <input type="checkbox"/> Diagnostic <input checked="" type="checkbox"/> Summative	<input type="checkbox"/> Weekly <input type="checkbox"/> 2 x Month <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> 3 x Year <input type="checkbox"/> Annually <input type="checkbox"/> As Needed <input type="checkbox"/> Other
Other District Assessment iReady	<input type="checkbox"/> PreK <input checked="" type="checkbox"/> Grade K <input checked="" type="checkbox"/> Grade 1 <input checked="" type="checkbox"/> Grade 2 <input checked="" type="checkbox"/> Grade 3 <input checked="" type="checkbox"/> Grade 4 <input checked="" type="checkbox"/> Grade 5	<input type="checkbox"/> Oral Language <input checked="" type="checkbox"/> Phonological Awareness <input checked="" type="checkbox"/> Phonics <input checked="" type="checkbox"/> Fluency <input checked="" type="checkbox"/> Vocabulary <input checked="" type="checkbox"/> Comprehension	<input checked="" type="checkbox"/> Screening <input checked="" type="checkbox"/> Progress Monitoring <input checked="" type="checkbox"/> Diagnostic <input type="checkbox"/> Summative	<input type="checkbox"/> Weekly <input type="checkbox"/> 2 x Month <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> 3 x Year <input type="checkbox"/> Annually <input type="checkbox"/> As Needed <input type="checkbox"/> Other

## 2. Identification of K-5 Students with a Substantial Reading Deficiency ([Rule 6A-6.053\(10\), F.A.C.](#))

In accordance with [s. 1008.25\(4\)\(c\), F.S.](#), students identified with a substantial reading deficiency must be covered by a federally required student plan, such as an individual education plan (IEP) or an individualized progress monitoring plan, or both, as necessary. A kindergarten through grade 3 student is identified as having a substantial reading deficiency if the following criteria are met:

- For kindergarten, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment at the beginning, middle, or end of the year on the coordinated screening and progress monitoring system pursuant to [s. 1008.25\(8\), F.S.](#), and the student has demonstrated, through progress monitoring, formative assessments, or teacher observation data, minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension;
- For grades 1 and 2, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment for the specified testing window of the coordinated screening and progress monitoring system pursuant to [s. 1008.25\(8\), F.S.](#), and the student has demonstrated, through progress monitoring, formative assessments, or teacher observation data, minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension; or
- For grade 3, the student scores:
  - Below the twentieth (20th) percentile at the beginning or middle of the year on the coordinated screening and progress monitoring system pursuant to [s. 1008.25\(8\), F.S.](#), and the student has demonstrated, through progress monitoring, formative assessments, or teacher observation data, minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension; or
  - Level 1 on the end of the year statewide, standardized English Language Arts assessment pursuant to [s. 1008.22\(3\)\(a\), F.S.](#)

### 2a. Describe the district's process for identifying grades K-3 students in need of Tier 2/Tier 3 interventions. Tier 3 interventions must be provided to students identified as having a substantial reading deficiency.

Using the decision tress below, MTSS teachers review progress monitoring data with teachers to identify students needing interventions. Data is also reviewed for students who were retained in 3<sup>rd</sup> grade in order to ensure that interventions are put into place.

### 2b. Describe the district's process for identifying grades 4-5 students in need of Tier 2/Tier 3 interventions.

Using the decision tress below, MTSS teachers review progress monitoring data with teachers to identify students needing interventions. State wide assessment data is reviewed to ensure any student with a level 1 or 2 is provided with interventions.

Grades K-5 Decision Tree		
<b>Elementary schools (K-5) must teach reading in a dedicated, uninterrupted block of time of at least 90 minutes daily to all students. The reading block will include whole group instruction utilizing an evidence-based sequence of reading instruction and small group differentiated instruction in order to meet individual student needs.</b>		
<b>Beginning of year data</b>		
<b>IF: Student meets the following criteria at the beginning of the school year:</b> Kindergarten only: STAR Early Literacy above 650 1st grade: iReady above 380 2nd grade: iReady above 426 3rd grade: iReady above 473 4th grade: iReady above 505 5th grade: iReady above 530		
THEN TIER 1 Only		
<b>Core Instruction</b> McGraw-Hill, Wonders; promising evidence McGraw-Hill Reading Wonders is the core curriculum in English Language Arts for grades K-5 for all students and it is supported by promising evidence. It is used for a total of 90 minutes of uninterrupted reading instruction that includes explicit, systematic, and differentiated instruction in both whole group and small group instruction. Supplemented with Curriculum Associates iReady Instructional Path; strong evidence and Heggerty (PreK-2); According to the Florida Center for Reading Research, Heggerty Phonemic Awareness consists of strategies in phonemic awareness instruction consistent with findings from the Report of the National Reading Panel (2000). No research studies have been conducted to examine the effectiveness of Heggerty as a reading intervention. Heggerty does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Assisting Students Struggling with Reading: Response to Intervention (RtI) and Multi-Tier Intervention in the Primary Grades, Recommendation(s) 3, provide intensive systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (strong evidence). These recommendation(s) were built into the program by using explicit and systematic instruction in phonemic awareness, alphabetic knowledge, and phoneme-grapheme connections. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.		
<b>List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.</b>		
	Winter	Spring
K	353	378
1	407	423
2	459	477
3	494	507
4	522	530
5	543	551
<b>Explain how the effectiveness of Tier 1 instruction is monitored.</b>		
i-Ready Diagnostic 2-3 times per year, informal and formal walkthroughs, and data chats		
<b>What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?</b>		
Formal and Informal walkthroughs, professional development, coaching support, data chats.		
<b>Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:</b>		
Earning an i-Ready diagnostic scale score lower than the benchmark listed above		
<b>Beginning of year data</b>		

**IF: Student meets the following criteria at the beginning of the school year:**

(Enter assessment criteria that will be used.)

Kindergarten only: STAR Early Literacy between 625-650

1st grade: iReady below 380, but above 358

2nd grade: iReady below 426, but above 410

3rd grade: iReady below 473, but above 451

4th grade: iReady below 505, but above 473

5th grade: iReady below 530, but above 497

**THEN TIER 1 Instruction and TIER 2 Interventions**

**Supplemental Instruction/Interventions**

Curriculum Associates iReady Tools for Instruction and iReady Instructional Path-strong evidence

Lindamood-Bell – strong evidence

Sound Partners - strong evidence

Quick Reads - strong evidence

Wonders Intervention Guide does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Improving Reading Comprehension in Kindergarten through 3rd Grade, recommendation(s) 1: teach students how to use reading comprehension strategies (promising), 2: teach students to identify and use the text's organizational structure to comprehend, learn, and remember content (promising). These recommendation(s) were built into the program by embedding explicit and systematic instruction of comprehension strategies and graphic organizers that help children focus on the text structure and make connections. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Heggerty does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Assisting Students Struggling with Reading: Response to Intervention (RtI) and Multi-Tier Intervention in the Primary Grades, Recommendation(s) 3, provide intensive systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (strong evidence). These recommendation(s) were built into the program by using explicit and systematic instruction in phonemic awareness, alphabetic knowledge, and phoneme-grapheme connections. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

West Virginia Phonics Lessons does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Assisting Students Struggling with Reading: Response to Intervention (RtI) and Multi-Tier Intervention in the Primary Grades, Recommendation(s) 3, provide intensive systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (strong evidence). These recommendation(s) were built into the program by using explicit and systematic instruction in phonemic awareness, phonics, and reading fluency. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Wonders Intervention Guide does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Assisting Students Struggling with Reading: Response to Intervention (RtI) and Multi-Tier Intervention in the Primary Grades,

Recommendation(s) 3, provide intensive systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (strong evidence). These recommendation(s) were built into the program by using explicit and systematic instruction in phonological awareness, vocabulary, phonics, and fluency. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Project Read does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Assisting Students Struggling with Reading: Response to Intervention (RtI) and Multi-Tier Intervention in the Primary Grades, Recommendation(s) 3, provide intensive systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (strong evidence). These recommendation(s) were built into the program by using explicit and systematic instruction in vocabulary, phonics, and fluency. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Cars & Stars does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Improving Adolescent Literacy: Effective Classroom and Intervention Practices, Recommendation(s) 2, provide direct and explicit comprehension strategy instruction (strong evidence). These recommendation(s) were built into the program by providing direct, explicit instruction in 12 different reading strategies. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Wordly Wise 3000 does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Improving Adolescent Literacy: Effective Classroom and Intervention Practices, Recommendation(s) 1: provide explicit vocabulary instruction. These recommendation(s) were built into the program by providing direct, explicit instruction in vocabulary strategies, engaging activities with peer sharing and interaction, and connected text that is differentiated to meet the needs of students are varying levels. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

JRF! Empowering Teachers lessons do not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Improving Adolescent Literacy: Effective Classroom and Intervention Practices, Recommendation(s) 1: provide explicit vocabulary instruction and 2: provide direct and explicit comprehension strategy instruction (strong evidence). These recommendation(s) were built into the program by providing direct, explicit instruction in reading and vocabulary strategies. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Imagine Language & Literacy does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade), Recommendation(s) 1: Teach students academic language skills, including the use of inferential and narrative language, and vocabulary knowledge (minimal evidence), 2: Develop awareness of the segments of sounds in speech and how they link to letters (strong evidence), 3: Teach students to decode words, analyze word parts, and write and recognize words (strong evidence), 4: Ensure that each student reads connected text every day to support reading accuracy, fluency, and comprehension (moderate evidence). These recommendation(s) were built into the program

by a systematic approach to vocabulary, grammar, and language conventions and explicitly teaching students the skills critical to reading comprehension and language proficiency. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Phonics for Reading does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Assisting Students Struggling with Reading: Response to Intervention (RtI) and Multi-Tier Intervention in the Primary Grades, Recommendation(s) 3, provide intensive systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (strong evidence). These recommendation(s) were built into the program by using explicit and systematic instruction in phonics and reading fluency. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

UFLI Foundations does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation(s) 1: Teach students academic language skills, including the use of inferential and narrative language, and vocabulary knowledge (minimal evidence), 2: Develop awareness of the segments of sounds in speech and how they link to letters (strong evidence), 3: Teach students to decode words, analyze word parts, and write and recognize words (strong evidence), 4: Ensure that each student reads connected text every day to support reading accuracy, fluency, and comprehension (moderate evidence). These recommendation(s) were built into the program by a systematic approach to phonological awareness, phonics, and language conventions and explicitly teaching students the skills critical to reading comprehension and language proficiency. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Magnetic Reading Foundations K-2 does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Assisting Students Struggling with Reading: Response to Intervention (RtI) and Multi-Tier Intervention in the Primary Grades, Recommendation(s) 3, provide intensive systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (strong evidence). These recommendation(s) were built into the program by using multi-sensory, direct, explicit, structured and sequential phonics, vocabulary, and fluency instruction. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Magnetic Reading does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Providing Reading Interventions for Students in Grades 4–9, recommendation(s) 3: (A-D) Routinely use a set of comprehension-building practices to help students make sense of the text (strong evidence) and 4: provide students with opportunities to practice making sense of stretch text that will expose them to complex ideas and information (moderate evidence) and Improving Reading Comprehension in Kindergarten Through 3<sup>rd</sup> Grade, recommendations 1 through 5. These recommendation(s) were built into the program by providing explicit and systematic instruction in comprehension and vocabulary strategies with embedded graphic organizers, opportunities for discussion embedded throughout and highly engaging texts and strategies embedded daily. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

<p><b>Indicate the evidence-based programs and practices</b> implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable. All the programs listed above can be used for students with disabilities, IEPs or ELLs as needed based on the identified academic need.</p>
<p><b>For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.</b>  Lindamood-Bell  Sound Partners  Heggerty  Project Read  UFLI Foundations  Magnetic Reading Foundations</p>
<p><b>Number of times per week interventions are provided:</b>  Three times per week</p>
<p><b>Number of minutes per intervention session:</b>  20-30 minutes per session</p>
<p><b>Explain how the effectiveness of Tier 2 interventions are monitored.</b>  Data is collected and reviewed monthly to monitor the effectiveness of tier 2 interventions. MTSS problem-solving meetings are also used to review data, fidelity, and intervention effectiveness.</p>
<p><b>What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?</b>  MTSS Problem Solving Team meeting and data reviews.</p>
<p><b>Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:</b>  3-4 monthly progress monitoring points significantly below mastery; iReady diagnostic data continues to show performance of two or more grade levels below.</p>
<p><b>Beginning of year data</b></p>
<p><b>IF: Student meets the following criteria at the beginning of the school year:</b>  Kindergarten only: STAR Early Literacy below 625  1st grade: iReady below 358  2nd grade: iReady below 410  3rd grade: iReady below 451  4th grade: iReady below 473  5th grade: iReady below 497</p>
<p><b>THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions</b></p>
<p><b>Intensive, Individualized Instruction/Interventions</b>  Curriculum Associates iReady Tools for Instruction – strong evidence  Early Intervention in Reading—promising evidence  Lindamood-Bell – strong evidence  Sound Partners - strong evidence  Quick Reads - strong evidence</p> <p>Barton does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Assisting Students Struggling with Reading: Response to Intervention (RtI) and Multi-Tier Intervention in the Primary Grades, Recommendation(s) 3, provide intensive systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (strong evidence). These recommendation(s) were built into the program by using multi-sensory, direct, explicit, structured and sequential phonics instruction.</p>



The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Heggerty does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Assisting Students Struggling with Reading: Response to Intervention (RtI) and Multi-Tier Intervention in the Primary Grades, Recommendation(s) 3, provide intensive systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (strong evidence). These recommendation(s) were built into the program by using explicit and systematic instruction in phonemic awareness, alphabetic knowledge, and phoneme-grapheme connections. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

West Virginia Phonics Lessons does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Assisting Students Struggling with Reading: Response to Intervention (RtI) and Multi-Tier Intervention in the Primary Grades, Recommendation(s) 3, provide intensive systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (strong evidence). These recommendation(s) were built into the program by using explicit and systematic instruction in phonemic awareness, phonics, and reading fluency. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Orton-Gillingham Sonday System does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Assisting Students Struggling with Reading: Response to Intervention (RtI) and Multi-Tier Intervention in the Primary Grades, Recommendation(s) 3, provide intensive systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (strong evidence). These recommendation(s) were built into the program by using multi-sensory, direct, explicit, structured and sequential phonics, vocabulary, and fluency instruction. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Phonics for Reading does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Assisting Students Struggling with Reading: Response to Intervention (RtI) and Multi-Tier Intervention in the Primary Grades, Recommendation(s) 3, provide intensive systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (strong evidence). These recommendation(s) were built into the program by using explicit and systematic instruction in phonics and reading fluency. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

UFLI Foundations does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade), Recommendation(s) 1: Teach students academic language skills, including the use of inferential and narrative language, and vocabulary knowledge (minimal evidence), 2: Develop awareness of the segments of sounds in speech and how they link to letters (strong evidence), 3: Teach students to decode words, analyze word parts, and write and recognize words (strong evidence), 4: Ensure that each student reads connected text every day to support reading accuracy, fluency,

and comprehension (moderate evidence). These recommendation(s) were built into the program by a systematic approach to phonological awareness, phonics, and language conventions and explicitly teaching students the skills critical to reading comprehension and language proficiency. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Magnetic Reading Foundations K-2 does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Assisting Students Struggling with Reading: Response to Intervention (RtI) and Multi-Tier Intervention in the Primary Grades, Recommendation(s) 3, provide intensive systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (strong evidence). These recommendation(s) were built into the program by using multi-sensory, direct, explicit, structured and sequential phonics, vocabulary, and fluency instruction. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Magnetic Reading does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Providing Reading Interventions for Students in Grades 4–9, recommendation(s) 3: (A-D) Routinely use a set of comprehension-building practices to help students make sense of the text (strong evidence) and 4: provide students with opportunities to practice making sense of stretch text that will expose them to complex ideas and information (moderate evidence) and Improving Reading Comprehension in Kindergarten Through 3<sup>rd</sup> Grade, recommendations 1 through 5. These recommendation(s) were built into the program by providing explicit and systematic instruction in comprehension and vocabulary strategies with embedded graphic organizers, opportunities for discussion embedded throughout and highly engaging texts and strategies embedded daily. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

**Indicate the evidence-based programs and practices** implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

All the programs listed above can be used for students with disabilities, IEPs or ELLs as needed based on the identified academic need.

**For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.**

Lindamood-Bell  
Sound Partners  
Heggerty  
Project Read  
UFLI Foundations  
Magnetic Reading Foundations

**Number of times per week interventions are provided:**

2 or more times per week

**Number of minutes per intervention session:**

30 minutes or more

**Explain how the effectiveness of Tier 3 interventions are monitored.**

Data is collected and reviewed weekly/bi-weekly to monitor the effectiveness of tier 3 interventions. MTSS problem-solving meetings are also used to review data, fidelity, and intervention effectiveness.

**What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?**

MTSS Problem Solving Team meeting and data reviews.

**3. Summer Reading Camps ([Rule 6A-6.053\(12\), F.A.C.](#))**

Requirements of Summer Reading Camps pursuant to [s. 1008.25\(7\), F.S.](#), include:

- Providing instruction to grade 3 students who score Level 1 on the statewide, standardized ELA assessment;
- Implementing evidence-based explicit, systematic, and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension; and
- Providing instruction by a highly effective teacher endorsed or certified in reading.

**3a. Describe the district's plan to meet each requirement for Summer Reading Camps required by [s. 1008.25\(7\), F.S.](#) Include a description of the evidence-based instructional materials that will be utilized, as defined in [20 U.S.C. s. 7801\(21\)\(A\)\(i\)](#).**

Third grade summer reading camp will be a minimum of four weeks in length, four days a week. The district will ensure that all teachers are reading endorsed or certified. Each classroom will also be staffed with a paraprofessional. The following curriculum is used during the instructional block: iReady instructional path and Tools for Instruction (strong evidence), Sonday System, Heggerty Phonemic Awareness and UFLi.

**3b. Districts have the option of providing summer reading camps to students in grades K-2 who demonstrate a reading deficiency and students in grades 4-5 who score Level 1 on the statewide, standardized ELA assessment. Will the district implement this option?**

Yes/No

No

**3c. If yes, describe the district's instructional plan. Include a description of the evidence-based instructional materials that will be utilized.**

N/A

## Grades 6-8

### 4. Grades 6-8 Assessments

Indicate in the chart below the assessment(s) used to screen and progress monitor grades 6-8 students.  
Add additional rows as needed.

Name of the Assessment	Target Audience (Grades 6-8)	What component of reading is being assessed?	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
FAST ELA Reading	<input checked="" type="checkbox"/> Grade 6 <input checked="" type="checkbox"/> Grade 7 <input checked="" type="checkbox"/> Grade 8	<input type="checkbox"/> Oral Language <input type="checkbox"/> Phonological Awareness <input type="checkbox"/> Phonics <input type="checkbox"/> Fluency <input checked="" type="checkbox"/> Vocabulary <input checked="" type="checkbox"/> Comprehension	<input checked="" type="checkbox"/> Screening <input checked="" type="checkbox"/> Progress Monitoring <input type="checkbox"/> Diagnostic <input checked="" type="checkbox"/> Summative	<input type="checkbox"/> Weekly <input type="checkbox"/> 2 x Month <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> 3 x Year <input type="checkbox"/> Annually <input type="checkbox"/> As Needed <input type="checkbox"/> Other
Other District Assessment iReady	<input checked="" type="checkbox"/> Grade 6 <input checked="" type="checkbox"/> Grade 7 <input checked="" type="checkbox"/> Grade 8 Intensive Reading Students only	<input type="checkbox"/> Oral Language <input type="checkbox"/> Phonological Awareness <input checked="" type="checkbox"/> Phonics <input type="checkbox"/> Fluency <input checked="" type="checkbox"/> Vocabulary <input checked="" type="checkbox"/> Comprehension	<input type="checkbox"/> Screening <input checked="" type="checkbox"/> Progress Monitoring <input checked="" type="checkbox"/> Diagnostic <input type="checkbox"/> Summative	<input type="checkbox"/> Weekly <input type="checkbox"/> 2 x Month <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> 3 x Year <input type="checkbox"/> Annually <input type="checkbox"/> As Needed <input type="checkbox"/> Other

### 5. Describe the district's process for identifying grades 6-8 students in need of Tier 2/Tier 3 interventions.

Using the decision tree below, MTSS teachers review progress monitoring data with teachers to identify students needing interventions. State wide assessment data is reviewed to ensure any student with a level 1 or 2 is provided with interventions.

Grades 6-8 Decision Tree
<b>Beginning of year data</b>
<b>IF: Student meets the following criteria at the beginning of the school year:</b> FAST achievement level 3, 4, or 5 and/or 6th grade: iReady above 544 7th grade: iReady above 560 8th grade: iReady above 575
<b>THEN TIER 1 Only</b>
<b>Core Instruction</b>  Amplify ELA Florida Edition, 2019-20 is the core curriculum in English Language Arts for grades 6-8 for all students. Instruction is based on the gradual release model and will be used the following ways: Whole class lessons to introduce and apply benchmark skills and concepts, Whole class or small group review of

benchmark definitions in any lesson where a refresher is needed, Small group instruction to reinforce and practice skills for struggling students

Pre-AP English 1, College Board Resources published as model lessons by Advanced Placement, College Board. Areas of focus: Reading closely complex literary and informational text, valuing and incorporating textual evidence in writing and speaking, and noticing language choices. AP Literature and Composition, Bedford, Freeman and Worth Publishing Group - Literature and Composition, Carol Jago (2011). College Board--aligned to Florida Standards per research report Common Core State Standards Alignment Research Report 2011-2018 by Beth Hart, Elaine Carman, Danielle Luisier and Natasha Vasavada.

**List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.**

	Winter	Spring
6	554	561
7	571	577
8	584	590

**Explain how the effectiveness of Tier 1 instruction is monitored.**

Informal and formal walkthrough and data reviews

**What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?**

Formal and Informal walkthroughs, professional development, coaching support, data chats.

**Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:**

Earning an iReady diagnostic scale score lower than the benchmark listed in the chart

**Beginning of year data**

**IF: Student meets the following criteria at the beginning of the school year:**

FAST achievement level 1 or 2

6th grade: iReady below 544, but above 512

7th grade: iReady below 560, but above 527

8th grade: iReady below 575, but above 542

**THEN TIER 1 Instruction and TIER 2 Interventions**

**Supplemental Instruction/Interventions**

Curriculum Associates iReady Instructional Path & Tools for Instruction - strong evidence

Barton does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Providing Reading Interventions for Students in Grades 4–9, recommendation(s) 1: build students’ decoding skills so they can read complex multisyllabic words (strong evidence). These recommendation(s) were built into the program by providing instruction in phonemic awareness, phoneme/grapheme correspondence, syllable types, probabilities and rules, and roots/affixes/morphology in an explicit, systematic, multisensory approach. The district will support and monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.

Amplify ELA does not meet strong, moderate or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Providing Reading Interventions for Students in Grades 4–9, recommendation(s) 3: (A-D) Routinely use a set of comprehension-building practices to help students make sense of the text (strong evidence) and 4: provide students with opportunities to practice making sense of stretch text that will expose them to complex ideas and information (moderate evidence). These recommendation(s) were built into the program by providing explicit and systematic instruction in comprehension and vocabulary strategies with embedded graphic organizers. The district will support and

monitor implementation of this program by conducting informal and formal observations and providing coaching, modeling, and professional development of the program components.
<p><b>Indicate the evidence-based programs and practices</b> implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.</p> <p>All the programs listed above can be used for students with disabilities, IEPs or ELLs as needed based on the identified academic need.</p>
<p><b>Number of times per week interventions are provided:</b></p> <p>3 or more time per week</p>
<p><b>Number of minutes per intervention session:</b></p> <p>20 minutes or more</p>
<p><b>Explain how the effectiveness of Tier 2 interventions are monitored.</b></p> <p>Weekly cumulative pass rates are monitored as well as frequent reviews all relevant assessment data</p>
<p><b>What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?</b></p> <p>MTSS Problem Solving Team meeting and data reviews.</p>
<p><b>Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:</b></p> <p>3-4 monthly progress monitoring points significantly below mastery; iReady diagnostic data continues to show performance of two or more grade levels below.</p>
<b>Beginning of year data</b>
<p><b>IF: Student meets the following criteria at the beginning of the school year:</b></p> <p>Previous score of Level 1 or Level 2 on FAST and/or 6th grade: iReady below 512 7th grade: iReady below 527 8th grade: iReady below 542</p>
<b>THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions</b>
<p><b>Intensive, Individualized Instruction/Interventions</b></p> <p>Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.</p>
<p><b>Indicate the evidence-based programs and practices</b> implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.</p> <p>All the programs listed above can be used for students with disabilities, IEPs or ELLs as needed based on the identified academic need.</p>
<p><b>Number of times per week interventions are provided:</b></p> <p>2 or more times per week</p>
<p><b>Number of minutes per intervention session:</b></p> <p>30 minutes or more</p>
<p><b>Explain how the effectiveness of Tier 3 interventions are monitored.</b></p> <p>Weekly cumulative pass rates are monitored as well as frequent reviews all relevant assessment data</p>
<p><b>What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?</b></p> <p>MTSS Problem Solving Team meetings and data reviews.</p>

## Grades 9-12

### 6. Grades 9-12 Assessments

Indicate in the chart below the assessment(s) used to screen and progress monitor grades 9-12 students. Add additional rows as needed.

Name of the Assessment	Target Audience (Grades 9-12)	What component of reading is being assessed?	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
FAST ELA Reading	<input checked="" type="checkbox"/> Grade 9 <input checked="" type="checkbox"/> Grade 10 <input type="checkbox"/> Grade 11 <input type="checkbox"/> Grade 12	<input type="checkbox"/> Oral Language <input type="checkbox"/> Phonological Awareness <input type="checkbox"/> Phonics <input type="checkbox"/> Fluency <input checked="" type="checkbox"/> Vocabulary <input checked="" type="checkbox"/> Comprehension	<input checked="" type="checkbox"/> Screening <input checked="" type="checkbox"/> Progress Monitoring <input type="checkbox"/> Diagnostic <input checked="" type="checkbox"/> Summative	<input type="checkbox"/> Weekly <input type="checkbox"/> 2 x Month <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> 3 x Year <input type="checkbox"/> Annually <input type="checkbox"/> As Needed <input type="checkbox"/> Other
Other District Assessment Achieve 3000	<input checked="" type="checkbox"/> Grade 9 <input checked="" type="checkbox"/> Grade 10 <input checked="" type="checkbox"/> Grade 11 <input checked="" type="checkbox"/> Grade 12 Intensive Reading Students Only	<input type="checkbox"/> Oral Language <input type="checkbox"/> Phonological Awareness <input type="checkbox"/> Phonics <input type="checkbox"/> Fluency <input checked="" type="checkbox"/> Vocabulary <input checked="" type="checkbox"/> Comprehension	<input type="checkbox"/> Screening <input checked="" type="checkbox"/> Progress Monitoring <input type="checkbox"/> Diagnostic <input type="checkbox"/> Summative	<input type="checkbox"/> Weekly <input type="checkbox"/> 2 x Month <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> 3 x Year <input type="checkbox"/> Annually <input type="checkbox"/> As Needed <input type="checkbox"/> Other
Other District Assessment SAT/ACT	<input type="checkbox"/> Grade 9 <input type="checkbox"/> Grade 10 <input checked="" type="checkbox"/> Grade 11 <input type="checkbox"/> Grade 12	<input type="checkbox"/> Oral Language <input type="checkbox"/> Phonological Awareness <input type="checkbox"/> Phonics <input type="checkbox"/> Fluency <input checked="" type="checkbox"/> Vocabulary <input checked="" type="checkbox"/> Comprehension	<input type="checkbox"/> Screening <input type="checkbox"/> Progress Monitoring <input type="checkbox"/> Diagnostic <input checked="" type="checkbox"/> Summative	<input type="checkbox"/> Weekly <input type="checkbox"/> 2 x Month <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> 3 x Year <input checked="" type="checkbox"/> Annually <input type="checkbox"/> As Needed <input type="checkbox"/> Other

### 7. Describe the district's process for identifying grades 9-12 students in need of Tier 2/Tier 3 interventions.

Using the decision tress below, MTSS teachers review progress monitoring data with teachers to identify students needing interventions. State wide assessment data is reviewed to ensure any student with a level 1 or 2 is provided with interventions.

Grades 9-12 Decision Tree	
<b>Beginning of year data</b>	
<b>IF: Student meets the following criteria at the beginning of the school year:</b> Level 3 and above on FSA ELA and or FAST 9th grade – above 1045 Lexile level 10th grade – above 1075 Lexile level 11th grade – above 1180 Lexile level 12th grade – above 1180 Lexile level	
<b>THEN TIER 1 Only</b>	
<b>Core Instruction</b> Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.  Teachers will utilize StudySync’s Close and Independent Reading work together to help students build effective habits for analyzing and responding to complex texts. Whole group and collaborative structures will be incorporated into weekly routines.	
<b>List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.</b> Passing grades (59.5 or higher) each nine weeks	
<b>Explain how the effectiveness of Tier 1 instruction is monitored.</b> Informal and Formal Walkthrough and data reviews	
<b>What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction and/or curriculum provided to students?</b> Formal and Informal walkthroughs, professional development, coaching support, data chats.	
<b>Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:</b> Failing grades (below 59.5) and/or level 1 or 2 on FSA ELA and/or FAST	
<b>Beginning of year data</b>	
<b>IF: Student meets the following criteria at the beginning of the school year:</b> Previous Level 1 or Level 2 FSA ELA and or FAST and/or 9th grade Lexile score: 780-1045 10th grade Lexile score: 835-1075 11th & 12th grade Lexile score: 955-1180	
<b>THEN TIER 1 Instruction and TIER 2 Interventions</b>	
<b>Supplemental Instruction/Interventions</b> Achieve 3000, strong evidence	
<b>Indicate the evidence-based programs and practices</b> implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.  The various components of the program listed above can be used for students with disabilities, IEPs or ELLs as needed based on the identified academic need.	
<b>Number of times per week interventions are provided:</b> 3 or more times per week	
<b>Number of minutes per intervention session:</b> 20 or more minutes	



<b>Explain how the effectiveness of Tier 2 interventions are monitored.</b>
Weekly Achieve scores are monitored as well as frequent reviews all relevant assessment data
<b>What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?</b>
MTSS Problem Solving Team meeting and data reviews.
<b>Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:</b>
9th grade Lexile score 775 and below
10th grade Lexile score 830 and below
11th grade & 12th grade Lexile score 950 and below and continued below grade level performance
<b>Beginning of year data</b>
<b>IF: Student meets the following criteria at the beginning of the school year:</b>
Previous Level 1 or Level 2 FSA ELA score and/or FAST
and/or
9th grade Lexile score: 775 & below
10th grade Lexile score: 830 & below
11th & 12th grade Lexile score: 950 & below
<b>THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions</b>
<b>Intensive, Individualized Instruction/Interventions</b>
Achieve 3000, strong evidence
SIM: Xtreme Reading — Struggling Readers, strong evidence
Xtreme Reading teachers follow detailed lesson plans that include a combination of the following instructional components: Warm-up, guided reading, whole-class strategy instruction, student practice activities, vocabulary activities, and end of lesson wrap-ups.
<b>Indicate the evidence-based programs and practices</b> implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.
The various components of the programs listed above can be used for students with disabilities, IEPs or ELLs as needed based on the identified academic need.
<b>Number of times per week interventions are provided:</b>
2 or more times per week
<b>Number of minutes per intervention session:</b>
30 or more minutes
<b>Explain how the effectiveness of Tier 3 interventions are monitored.</b>
Weekly Achieve scores are monitored as well as frequent reviews all relevant assessment data
<b>What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?</b>
MTSS Problem Solving Team meeting and data reviews.

## 6) Professional Development ([Rule 6A.6.053\(4\), F.A.C.](#))

### A. Describe the literacy professional development that will be provided by the district and/or schools, aligned to the requirements below:

- Provide professional development required by [s. 1012.98\(4\)\(b\)11., F.S.](#), which includes training to help teachers integrate phonemic awareness, phonics, word study and spelling, fluency, vocabulary, and text comprehension strategies into an explicit, systematic, and sequential approach to reading instruction, including multisensory intervention strategies;
- Provide professional learning in B.E.S.T. ELA standards and evidence-based reading practices and programs;
- Differentiate and intensify professional development for teachers based on progress monitoring data;
- Identify mentor teachers and establish model classrooms within the school; and
- Ensure that time is provided for teachers to meet weekly for professional development.

Training will be provided for the following curriculums and focus areas: Heggerty, Sonday System, Curriculum (McGraw Hill Elem/HS and Amplify MS), Sound Partners (K-3 lowest performing schools), iReady (K-8), Achieve 3000 (HS), UDL/DI (K-12), All 5 reading endorsement courses, ESOL endorsement courses, BEESS Portal, Facilitated Planning Cycles, Co-teach/Inclusion model, QuickReads (K-3 lowest performing schools), BEST benchmarks, district initiatives and Literacy Practice Profiles. PLC structures are in place at each school site to allow for regular professional development. The days vary by school site. The district does provide two dedicated days during the school year for professional development: one day during pre-school planning week and one day in February. Additionally, there are 5 early release days for professional development.

### B. List the pathways that are available in your district for earning the Reading Endorsement.

NEFEC endorsement courses, UF Lastingers Center Flamingo Matrix, FCRR endorsement series, FDLRS, and approved outside vendors: Beacon Learning or Schultz Center. EPI is also an option at various state colleges.

## 7) Tutoring Programs to Accelerate Literacy Learning ([Rule 6A-6.053\(2\), F.A.C.](#))

Describe any tutoring programs available within your district and include targeted grade levels (e.g., K-3 Reading Tutoring, RAISE High School Tutoring, etc.).

RAISE High School Tutoring will be implemented for year two. Plans to expand to an additional elementary/high school pairing.

K-3 Reading Tutoring will be implemented a second year, contingent upon reallocation of grant funding.

## 8) Family Engagement ([Rule 6A-6.053\(11\), F.A.C.](#))

In accordance with [s. 1008.25\(5\)\(e\), F.S.](#), parents of students identified with a substantial reading deficiency must be provided a read-at-home plan, including multisensory strategies, that the parent can use to help with reading at home.

**Describe the district's plan for providing a read-at-home plan to parents of students identified with a substantial reading deficiency. Include literacy partnerships or programs the district utilizes to increase support for families to engage in literacy activities and reading at home (e.g., New Worlds Reading Initiative).**

A paper copy of the Read-At-Home plan, the BEST Standards Parent Guide for K-8 and the New Worlds Reading Initiative flier is given to parents during the reading deficiency meeting held at each school site, along with reading deficiency letters. Third grade students receive another copy of the plan after AP2, along with the possible retention letter. The Read-At-Home plan, BEST Standards Parent Guide and New Worlds Reading Initiative information is also posted to the district website for all students/families to access. Information for the Step Up for Students reading scholarship fliers are also given to all 3<sup>rd</sup>-5<sup>th</sup> grade students who qualify to participate. The Parent Academy will also provide support for family literacy initiatives.



# HERNANDO SCHOOL DISTRICT

---

Tiffany Howard, Director of Elementary Programs

Martha Ann Zopf, Supervisor of Literacy, Intervention & Elementary Programs

Kerri Littlefield, Coordinator of Multi-Tiered System of Supports

K-12 Comprehensive Evidence-Based Reading Plan

May 9, 2023

# K-12 Comprehensive Evidence-Based Reading Plan (CERP)

**Goal:** Improve student outcomes in reading

Districts must annually submit a K-12 CERP, which is tied to the evidence-based reading instruction allocation.

K-12 CERP includes district's approach to leadership, professional development, literacy coaching, assessment, curriculum, instruction, and intervention.

K-12 CERP focuses districts on appropriate professional development and evidence-based reading practices proven to work.

# K-12 Comprehensive Evidence-Based Reading Plan (CERP)-Rule Revision- 6A-6.053, F.A.C.

Established a new process for K-12 CERP submission and release of funds due to legislative changes:

Removed the requirement for FDOE review/approve each plan; rather the applicable district school board, charter school governing board, or lab school board of trustees approves plan for specific use of the evidence-based reading instruction allocation



# Evidence-Based Reading Allocation

The evidence-based reading instruction allocation is created to provide comprehensive reading instruction to students in prekindergarten (PreK) through grade 12.

The allocation from the state is utilized for:

- Salaries and benefits
- Professional development
- Assessment
- Programs/materials
- Tutoring
- Family Engagement





# Measurable Student Achievement Goals

Florida Assessment of Student Thinking (FAST)				
Grade	Previous School Year – % of Students Scoring		Goal for Plan Year – % of Students Scoring	
	Urgent Intervention <10 <sup>th</sup> percentile	At & Above Benchmark 40 <sup>th</sup> percentile & above	Urgent Intervention <10 <sup>th</sup> percentile	At & Above Benchmark 40 <sup>th</sup> percentile & above
<b>PreK</b>	14%	75%	10%	80%
<b>K</b>	12.5%	65.7%	10%	75%
<b>1</b>	8.6% (SEL) 8.2% (SR)	66.3% (SEL) 78.9% (SR)	5% (SR)	70% (SR)
<b>2</b>	17.9%	59.1%	12%	65%
Florida Assessment of Student Thinking (FAST)				
Grade	Previous School Year – % of Students Scoring		Goal for Plan Year – % of Students Scoring	
	Level 1	Levels 3-5	Level 1	Levels 3-5
<b>3</b>	35%	36%	25%	49%
<b>4</b>	36%	49%	16%	52%
<b>5</b>	28%	41%	19%	53%
<b>6</b>	37%	35%	23%	48%
<b>7</b>	41%	35%	24%	45%
<b>8</b>	48%	28%	30%	42%
<b>9</b>	36%	40%	29%	44%
<b>10</b>	42%	35%	30%	45%





# School Literacy Leadership Teams

Members of teams: school administrator, literacy coach, media specialist, lead teachers, and other relevant members

Purpose of team: Using school-based data to establish literacy goals to take improve literacy achievement

The district provides continuous support for Literacy Leadership Teams, as well as the State Regional Literacy Director (SRLD).



HERNANDO  
SCHOOL DISTRICT

Learn it. Love it. Live it! 83

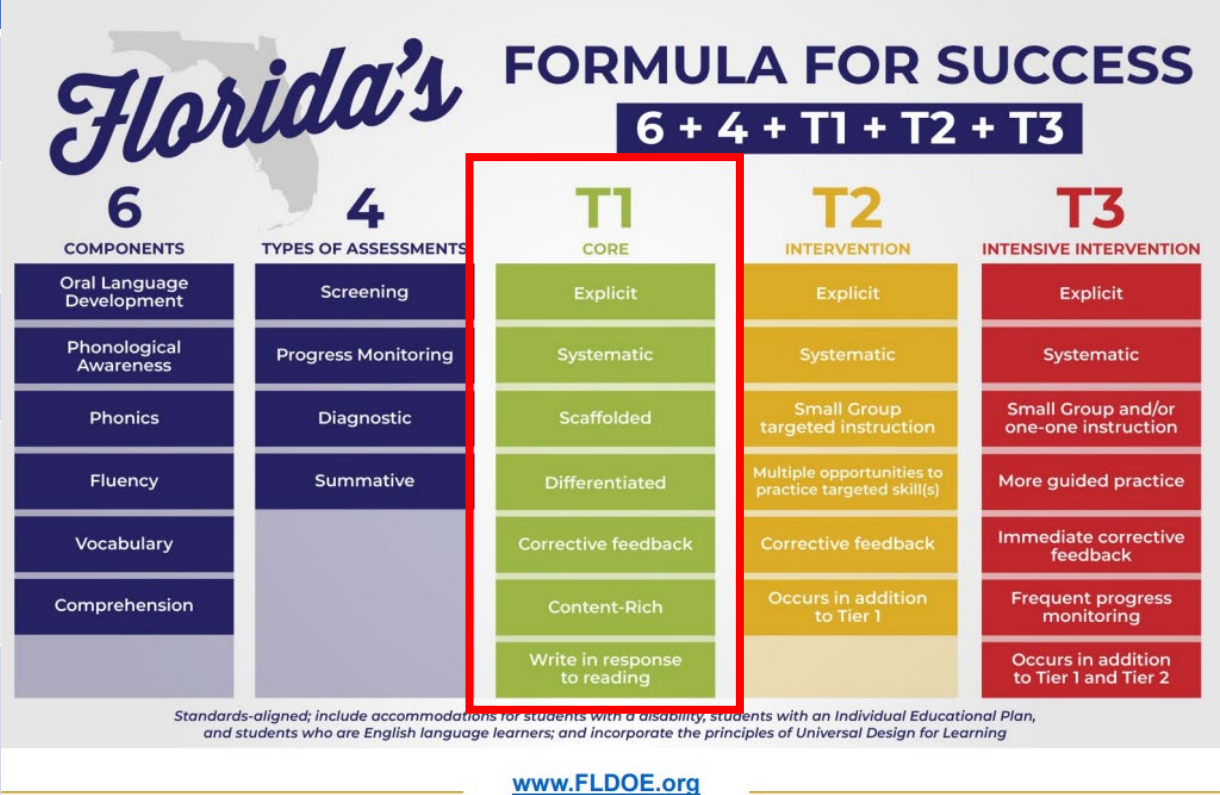
# Literacy Coaches

The Just Read, Florida! literacy coach model delineates the roles and responsibilities of literacy coaches:

- Provide professional development
- Model effective instructional strategies for teachers in whole and small group instruction;
- Collect and use data on instructional practices
- Train teachers to administer assessments, analyze data, and use data to differentiate instruction
- Coach and mentor teachers daily
- Work with teachers to ensure that evidence-based reading strategies and programs grounded in the science of reading are implemented with fidelity
- Participate in literacy leadership teams
- Continue to grow professionally
- Prioritize time to teachers, activities, and roles that will have the greatest impact on student achievement in reading
- Work with school principals to plan and implement a consistent program of improving reading achievement using evidence-based strategies that demonstrate a statistically significant effect on improving student outcomes.

# K-12 Assessment, Curriculum and Instruction

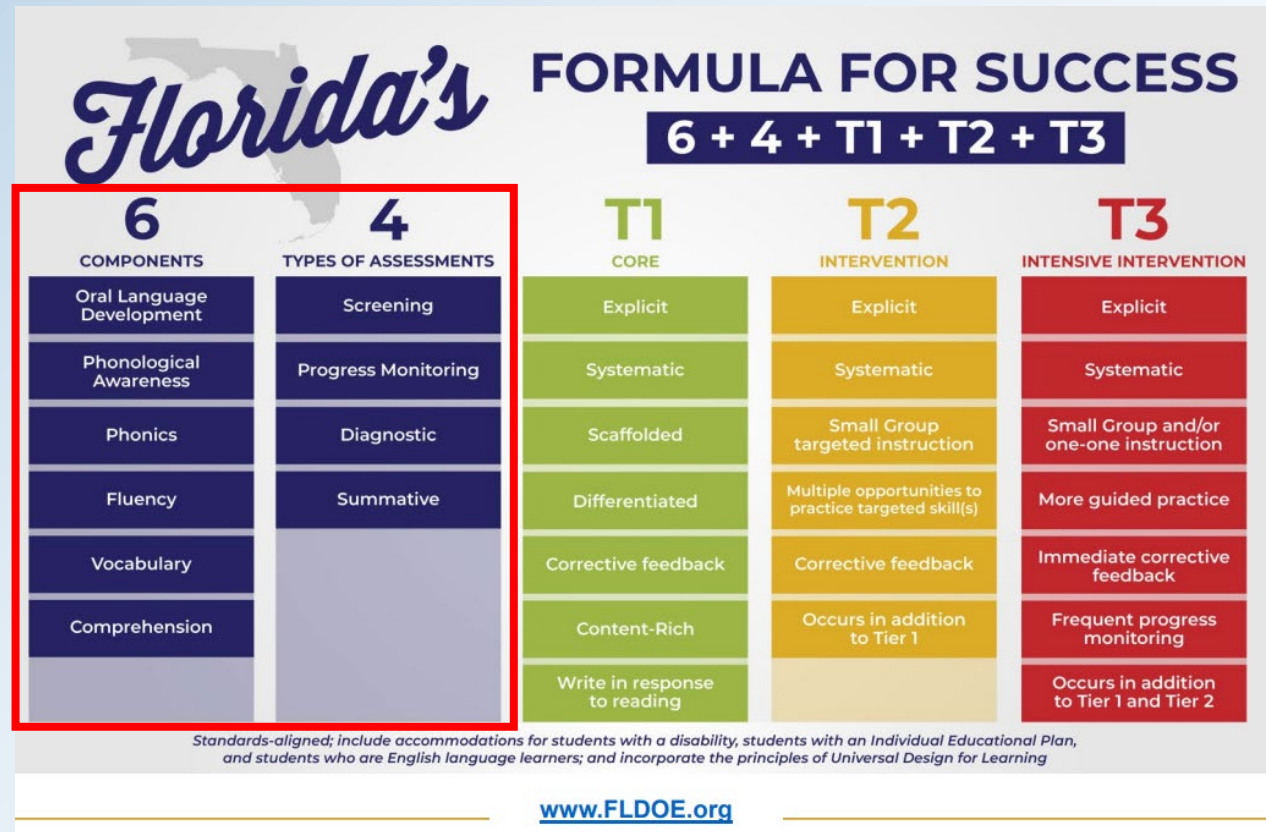
Level	Core Curriculum
VPK	Three Cheers
Elementary	McGraw Hill, Wonders
Middle School	Amplify
High School	McGraw Hill, Florida Study Sync
PreAP English 1 & 2	College Board Resources



# K-12 Assessment, Curriculum and Instruction

Students participate in screening and progress monitoring in VPK-Grade 12

- FAST Star Early Literacy
- FAST Star Reading
- FAST 3-10
- iReady
- Achieve 3000
- SAT/ACT



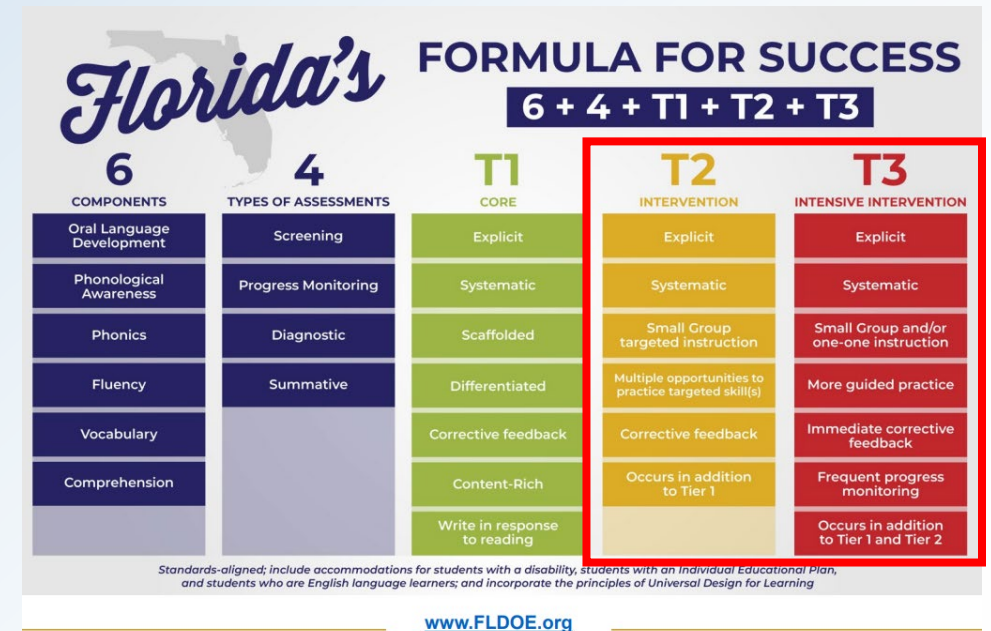


# K-12 Assessment, Curriculum and Instruction

## Decision Trees

Evidence-based instructional materials and strategies have a significant effect on improving student outcomes and meet strong, moderate, or promising levels of evidence as defined in 20 U.S.C. s. 7801(21)(A)(i)

- Plan that provides guidance for decision making.
- State wide assessment data is reviewed to ensure any student with a level 1 or 2 is provided with interventions.



# Summer Reading Camp

- 4 weeks, 4 days a week
- 3<sup>rd</sup> grade only
- All reading endorsed/certified teachers
- Paraprofessional in each room
- Use evidence-based curriculum



HERNANDO  
SCHOOL DISTRICT

Learn it. Love it. Live it! 88

# Professional Development

## Topics/Areas of Focus:

- Curriculum for Core Instruction, as well as intervention
- Best Practices
- Reading Endorsement courses
- ESOL endorsement courses
- Benchmarks

## Reading Endorsement Pathways:

- 7 different pathways are provided for teachers to earn their endorsement



**HERNANDO**  
SCHOOL DISTRICT

Learn it. Love it. Live it! 89

# Tutoring

## RAISE High School Tutors

- High school students tutor K-3 students in reading
- Earn New World Scholar Designation for 75 hours

## K-3 Tutoring:

- Teachers provide before/after school tutoring in reading
- Contingent upon additional grant funding



HERNANDO  
SCHOOL DISTRICT

Learn it. Love it. Live it! 90



# Family Engagement

- Read-At-Home plan
- BEST Standards Parent Guide for K-8
- New Worlds Reading Initiative fliers
- Step Up for Students reading scholarship
- Parent Academy
- School-based Literacy Night



HERNANDO  
SCHOOL DISTRICT

Learn it. Love it. Live it! 91

Any questions?



**HERNANDO**  
SCHOOL DISTRICT

Learn it. Love it. Live it. 92



**HERNANDO**  
**SCHOOL DISTRICT**

---

Learn it. Love it. Live it.

#### **6A-6.053 District K-12 Comprehensive Evidence-Based Reading Plan.**

(1) Annually, school districts shall submit a K-12 Comprehensive Evidence-Based Reading Plan (CERP) for the specific use of the evidence-based reading instruction allocation by June 15. The comprehensive reading plan must be approved by the applicable school board, charter school governing board, or lab school board of trustees, for the specific use of the evidence-based reading instruction allocation, based on a root-cause analysis. By July 1 of each year, the Department shall release to each school district its allocation of appropriated funds pending plan submission. The District K-12 CERP must accurately depict and detail the role of administration (both district and school level), professional development, assessment, curriculum, and instruction in the improvement of student learning of the B.E.S.T. English Language Arts Standards as provided in Rule 6A-1.09401, F.A.C. This information must be reflected for all schools and grade levels and shared with all stakeholders, including school administrators, literacy leadership teams, literacy coaches, classroom instructors, support staff, and parents. The District K-12 CERP must ensure that:

(a) Leadership at the district and school level is guiding and supporting the initiative;

(b) The analysis of data drives all decision-making;

(c) All intensive reading interventions must be delivered by a teacher who is certified or endorsed in reading in accordance with Section (s.) 1011.62(8)(e), F.S., or instructional personnel pursuant to Section 1012.01(2), F.S., who possess a literacy micro-credential. For instructional personnel who possess a literacy micro-credential and provide intensive reading interventions, supervision must be provided by an individual certified or endorsed in reading;

(d) Measurable student achievement goals are established and clearly described;

(e) Evidence-based instructional materials and strategies have a significant effect on improving student outcomes and meet strong, moderate, or promising levels of evidence as defined in 20 U.S.C. s. 7801(21)(A)(i) and comply with Section 1001.215(8), F.S.;

(2) Evidence-Based Reading Instruction Allocation. The evidence-based reading instruction allocation is created to provide comprehensive reading instruction to students in prekindergarten through grade 12. Districts will submit a budget for the Evidence-Based Reading Instruction Allocation, including salaries and benefits, professional development, assessment, and programs/materials, tutoring and incentives pursuant to Section 1011.62(8)(d), F.S. In accordance with Section 1008.25(3)(a), F.S., budgets must be prioritized for K-3 students with substantial deficiencies in reading as identified in subsection (10) of this rule.

(3) School Literacy Leadership Teams. Districts must describe in the plan the process the principal will use to form and maintain a Literacy Leadership Team, consisting of a school administrator, literacy coach, media specialist, lead teachers, and other relevant team members, as applicable.

(4) Professional Development. The plan must make adequate provisions to require principals to:

(a) Provide the professional development required by Section 1012.98(4)(b)11., F.S., which includes training to help teachers integrate phonemic awareness, phonics, word study and spelling, fluency, vocabulary and text comprehension strategies into an explicit, systematic and sequential approach to reading instruction, including multisensory intervention strategies;

(b) Differentiate and intensify professional development for teachers based on progress monitoring data;

(c) Identify mentor teachers and establish model classrooms within the school; and

(d) Ensure that time is provided for teachers to meet weekly for professional development including lesson study and professional learning communities.

(5) Charter schools. Charter schools must utilize their proportionate share of the evidence-based reading allocation in accordance with Sections 1002.33(7)(a)2.a. and 1008.25(3)(a), F.S. All intensive reading interventions specified by the charter must be delivered in accordance with paragraph (1)(c) of this rule.

(6) Literacy Coaches.

(a) If the funding of literacy coaches is part of the Evidence-Based Reading Instruction Allocation budget, literacy coaches must be assigned to schools determined to have the greatest need based on student performance data in reading.

(b) Districts must use the Just Read, Florida! literacy coach model or explain the evidence-based coaching model used in their district and how they will monitor the implementation and effectiveness of the coaching model.

(c) The Just Read, Florida! literacy coach model is described below:

1. The literacy coach will serve as a stable resource for professional development throughout a school to generate improvement in reading and literacy instruction and student achievement. Coaches will support and provide initial and ongoing professional development to teachers in:



- a. Each of the major reading components, as needed, based on an analysis of student performance data;
- b. Administration and analysis of instructional assessments; and
- c. Providing differentiated instruction and intensive interventions.

2. Coaches will:

- a. Model effective instructional strategies for teachers in whole and small group instruction;
- b. Collect and use data on instructional practices to inform and implement professional learning activities;
- c. Train teachers to administer assessments, analyze data, and use data to differentiate instruction;
- d. Coach and mentor teachers daily;
- e. Work with teachers to ensure that evidence-based reading strategies and programs grounded in the science of reading are implemented with fidelity;
- f. Participate in literacy leadership teams;
- g. Continue to grow professionally to increase knowledge of and ability to apply effective pedagogy and andragogy;
- h. Prioritize time to teachers, activities, and roles that will have the greatest impact on student achievement in reading; and
- i. Work with school principals to plan and implement a consistent program of improving reading achievement using evidence-based strategies that demonstrate a statistically significant effect on improving student outcomes as defined in 20 U.S.C. s. 7801(21)(A)(i).

3. Coaches are prohibited from performing administrative functions that will detract from their role as a literacy coach and must limit the time spent on administering or coordinating assessments.

(d) Minimum Qualifications. Literacy coaches must have a minimum of a bachelor's degree and be endorsed or K-12 certified in reading. Literacy coaches must have an effective or highly effective rating from the most recently available evaluation that contains student performance data. Literacy coaches must exhibit specialized knowledge of evidence-based reading instruction grounded in the science of reading, infusing evidence-based reading strategies into content area instruction, and data management skills. They must have a strong knowledge base in working with adult learners. Coaches must be excellent communicators with outstanding presentation, interpersonal, and time management skills.

(7) District-level monitoring of the District K-12 CERP Implementation. The plan must demonstrate adequate provisions for:

(a) Monitoring the level of implementation of the District K-12 CERP at the school level, including an explanation of the data that will be collected, the frequency of review, and actions for continuous support and improvement. Districts must also explain how concerns are communicated if it is determined that the District K-12 CERP is not being implemented in a systematic and explicit manner, based on data to meet the needs of students.

(b) Reporting of data elements as required by the District K-12 CERP within the Comprehensive Management Information System as provided in Rule 6A-1.0014, F.A.C. These data elements include:

- 1. Student Enrollment in Reading Interventions;
- 2. Reading Endorsement competency status for teachers;
- 3. Reading Certification progress status for teachers; and,
- 4. Literacy Micro-Credential status for instructional personnel.

(c) Evaluating District K-12 CERP implementation and impact on student achievement.

1. Districts must annually evaluate the implementation of their District K-12 CERP on the form entitled District K-12 CERP Reflection Tool, after conducting a root-cause analysis of student performance data to evaluate the effectiveness of interventions.

2. The evaluation must:

- a. Analyze elements of the district's plan, including literacy leadership, literacy coaching, standards, curriculum, instruction, interventions, assessment, professional learning, tutoring services, and family engagement;
- b. Include input from teachers, literacy coaches, and administrators at the school level;
- c. Identify elements in need of improvement and evidence-based strategies to increase literacy outcomes for students; and
- d. Analyze the effectiveness of interventions implemented in the prior year.

3. Districts must submit the District K-12 CERP Reflection Tool to the Just Read, Florida! Office by May 15 of each year.

4. The district must use the evaluation to improve implementation of the district's plan for the following school year to increase student achievement.

(8) School-level monitoring of District K-12 CERP Implementation.

(a) Districts must describe the process used by principals to monitor implementation of the reading plan, including frequent



reading walkthroughs conducted by administrators.

(b) Districts must describe how principals monitor collection and utilization of assessment data, including progress monitoring data, to inform instruction and support needs of students.

(9) Assessment, Curriculum, and Instruction.

(a) K-12 reading instruction will align with Florida's Formula for Success,  $6 + 4 + T1 + T2 + T3$ , which includes the following:

1. Six (6) components of reading: oral language, phonological awareness, phonics, fluency, vocabulary, and comprehension;

2. Four (4) types of classroom assessments: screening, progress monitoring, diagnostic, and summative;

3. Three (3) tiers of instruction that are standards-aligned; include accommodations for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners; and incorporate the principles of Universal Design for Learning as defined in 34 C.F.R. 200.2(b)(2)(ii);

a. Core Instruction (Tier 1): provides print-rich explicit and systematic, scaffolded, differentiated instruction, and corrective feedback; builds background and content knowledge; incorporates writing in response to reading;

b. Supplemental Instruction/Interventions (Tier 2): provides explicit, systematic, small group teacher-led instruction matched to student need, targeting gaps in learning to reduce barriers to students' ability to meet Tier 1 expectations; provides multiple opportunities to practice the targeted skill(s) and receive corrective feedback; occurs in addition to core instruction; and

c. Intensive, Individualized Instruction/Interventions (Tier 3): provides explicit, systematic, individualized instruction based on student need, one-on-one or very small group instruction with more guided practice, immediate corrective feedback, and frequent progress monitoring; and occurs in addition to core instruction and Tier 2 interventions. Tier 3 interventions must be provided to students identified as having a substantial reading deficiency as defined in subsection (10) of this rule. All intensive reading interventions must be delivered in accordance with paragraph (1)(c) of this rule.

(b) Elementary schools must teach reading in a dedicated, uninterrupted block of time of at least ninety (90) minutes duration daily to all students. The reading block will include whole group instruction utilizing an evidence-based sequence of reading instruction and small group differentiated instruction in order to meet individual student needs.

(c) Data from the results of progress monitoring and formative assessments will guide differentiation of instruction and interventions in the classroom.

(d) Districts are required to develop Assessment/Curriculum Decision Trees to demonstrate how data will be used to determine specific reading instructional needs and interventions for all students in grades K-12. The chart must include:

1. Name of assessment(s): screening, progress monitoring, diagnostic, local assessment data, statewide assessments, or teacher observations in use within the district. For students in the Voluntary Prekindergarten Education Program through grade 10, the coordinated screening and progress monitoring system must be administered pursuant to Section 1008.25(8)(b), F.S., and included as a component of the Assessment/Curriculum Decision Trees.

2. Targeted audience (grade level);

3. Performance criteria used for decision-making for each instrument listed in subparagraph (9)(d)1. of this rule at each grade level;

4. Assessment/curriculum connection;

5. The decision trees must include specific criteria for when students are identified to receive intensive reading interventions, what intensive reading interventions will be used, how the intensive reading interventions are provided, and assurance that intensive reading interventions are delivered in accordance with paragraph (1)(c) of this rule.

6. Districts must identify the multisensory interventions provided to students in grades K-3 who have a substantial deficiency in reading.

(10) Identification of Students with a Substantial Reading Deficiency. In accordance with Section 1008.25(4)(c), F.S., students identified with a substantial reading deficiency as determined in Section 1008.25(5)(a), F.S., must be covered by a federally required student plan, such as an Individual Educational Plan (IEP) or an individualized progress monitoring plan, or both, as necessary. A kindergarten through grade 3 student is identified as having a substantial deficiency in reading if the following criteria are met:

(a) For kindergarten, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment at the beginning, middle, or end of the year on the coordinated screening and progress monitoring system pursuant to Section 1008.25(8), F.S., and the student has demonstrated, through progress monitoring, formative assessments, or teacher observation data, minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension;

(b) For grades 1 and 2, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment for the specified testing window of the coordinated screening and progress monitoring system pursuant to Section 1008.25(8), F.S., and the student has demonstrated, through progress monitoring, formative assessments, or teacher observation data, minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension; or

(c) For grade 3, the student scores:

1. Below the twentieth (20th) percentile at the beginning or middle of the year on the coordinated screening and progress monitoring system pursuant to Section 1008.25(8), F.S., and the student has demonstrated, through progress monitoring, formative assessments, or teacher observation data, minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension; or

2. Level 1 on the end of the year statewide, standardized English Language Arts assessment pursuant to Section 1008.22(3)(a), F.S.

(11) Family Engagement through a Read-at-Home Plan. In accordance with Section 1008.25(5)(c), F.S., the parent of any student who exhibits a substantial deficiency in reading, as identified in accordance with subsection (10) of this rule, must be provided a read-at-home plan, including multisensory strategies, that the parent can use to help with reading at home.

(12) Summer Reading Camps. For summer reading camps required by Section 1008.25(7), F.S., districts must:

(a) Provide instruction to grade 3 students who score Level 1 on the statewide, standardized English Language Arts assessment;

(b) Implement evidence-based, explicit, systematic, and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension; and

(c) Provide instruction by a teacher endorsed or certified in reading.

(13) The following documents are incorporated by reference in this rule:

(a) District K-12 CERP Reflection Tool, Form No. CERP-RT, (<http://www.flrules.org/Gateway/reference.asp?No=Ref-15159>) effective, February 2023;

(b) 20 U.S.C. s. 7801(21)(A)(i) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-12691>), effective, December 10, 2015; and

(c) 34 C.F.R. s. 200.2(b)(2)(ii) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-12692>), effective, December 8, 2016.

These documents may be obtained from the Department at <https://www.fldoe.org/academics/standards/just-read-fl/readingplan.shtml>.

*Rulemaking Authority 1001.02(1), (2)(n), 1011.62, 1008.25 FS. Law Implemented 1001.215, 1011.62, 1008.25 FS. History—New 6-19-08, Amended 4-21-11, 2-17-15, 12-22-19, 2-16-21, 3-15-22, 2-21-23.*

**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 # 11. 23-1379**

5/9/2023

---

**Title and Board Action Requested**

Approve the 2023-2025 Dual Enrollment (DE) Articulation Agreement Between University of Florida (UF) and the Hernando County School Board

**Executive Summary**

The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the 2023-2025 Dual Enrollment (DE) Articulation Agreement between University of Florida (UF) and the Hernando County School Board. Florida Statute 1007.271 mandates school districts and local public postsecondary institutions to enter into an agreement for the purpose of establishing guidelines for implementing the program for eligible students. The agreement will provide a seamless transition into postsecondary education and permit eligible students an opportunity to earn both high school and postsecondary educational credits.

**My Contact**

Beth Lastra  
Supervisor of College and Career Programs  
352-797-7000 ext. 474  
lastra\_b@hcsb.k12.fl.us

**2018-23 Strategic Focus Area**

Pillar 1: Student Achievement

**Financial Impact**

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.

**DUAL ENROLLMENT ARTICULATION AGREEMENT  
BETWEEN THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES AND  
THE SCHOOL BOARD OF HERNANDO COUNTY**

THIS DUAL ENROLLMENT ARTICULATION AGREEMENT ("Agreement"), between the **University of Florida Board of Trustees (the "University", or "UF")**, a public body corporate of the state of Florida, and **THE School Board Of Hernando County (the "School Board", or the "District")**, is entered into on this 6th day of March, 2023 for the purpose of enhancing learning opportunities for qualified high school students who are attending public high schools in Hernando County, through the Dual Enrollment program, as encouraged by Section 1007.22 and 1007.271 of the Florida Statutes.

NOW IN CONSIDERATION OF THE FOREGOING, the mutual undertakings and benefits to accrue to both parties, UF and the School Board, collectively (the "Parties"), agree as follows:

**I. TERM**

The term of this Agreement commences on July 1, 2023, and continues until June 30, 2025 ("Term"), and if both Parties mutually agree, may be renewed for one (1) additional (2) year period. This Agreement may be terminated, with or without cause, by either party upon thirty (30) days' advance written notice. Such termination shall not affect the rights and duties of the Parties under this Agreement with respect to the Dual Enrollment students enrolled in the then current UF academic semester.

**II. PROGRAM REQUIREMENTS**

- A. Purpose.** The purpose of Dual Enrollment is to allow acceleration of eligible secondary students while still enrolled in school to take courses offered by UF, through its online process, that count toward high school credit and toward a university degree in the State of Florida University System.
- B. Length.** Participation in Dual Enrollment may not exceed two academic years. For the purposes of this agreement, students transition from one school year to the next in August of each year. Students are authorized to take up to 2 courses per semester and no more than 9 credit hours per semester.
- C. Credits.** Dual Enrollment credits may be in addition to the normal school load or a part of the student's regular load. The list of UF's eligible Dual Enrollment courses is available in **Appendix A**, which is attached hereto and incorporated herein by reference.
- D. Initial Eligibility Criteria.** UF agrees to permit students from School Board Of Hernando County, who have been certified by their school official as qualified, to enroll in the approved dual credit courses. UF retains the right to change the GPA and minimum test score requirements within its sole discretion. The District Liaison will be notified in writing if a change is made. Exceptions to these requirements may be granted on an individual basis if agreed upon in writing and signed by both Parties. Students participating in Dual Enrollment program must meet the following initial student eligibility requirements:
  - 1. Enrolled in a course of study which will fulfill requirements for high school graduation;
  - 2. 3.6 cumulative unweighted high school GPA;
  - 3. One of the following minimum standardized test scores: composite PSAT 10/NMSQT score of 1130, composite SAT score 1100, or composite ACT score of 22;
  - 4. Satisfy any course prerequisites, including but not limited to placement exams; and,
  - 5. Meet any additional criteria set by the post-secondary institution, such as grade level requirements
- E. Continuing Eligibility Criteria.** Students who will graduate from high school prior to completion of the



postsecondary course may not register for the course through Dual Enrollment. Exceptions to these requirements may be granted on an individual basis if agreed upon in writing and signed by both Parties. Dual Enrollment students are responsible for following UF's student code of conduct that outlines acceptable and unacceptable academic or behavioral misconduct for UF students. (<https://sccr.dso.ufl.edu/policies/student-honor-code-student-conduct-code/>) The student code of conduct delineates appropriate disciplinary procedures and sanctions in the case of unacceptable behavior. Students may lose the opportunity to participate in the Dual Enrollment program if they are disruptive to the learning process; violate UF code of conduct or regulations and/or School Board Rules; or violate federal, state, or local laws. In addition to the requirements above, to continue in the Dual Enrollment program, students must:

1. Maintain a 3.6 cumulative unweighted high school GPA, and
2. Maintain a 3.0 cumulative UF GPA as confirmed by the District and UF's Registrar's Office.

**F. Registration Procedures.** All verifications and paperwork required for registration must be submitted to UF in accordance with guidelines and registration deadlines posted on the UF Dual Enrollment website.

**Appendix B**, which is attached hereto and incorporated herein by reference, sets forth further details in connection with the registration procedure.

**G. Withdrawal Procedures.** All Dual Enrollment students are responsible for officially withdrawing from classes they are no longer attending in accordance with published University requirements and deadlines. Students who do not officially withdraw from a class will receive a failing grade. Such a failing grade becomes a part of their permanent transcript records and could have a negative effect on future college admissions, scholarship opportunities, and/or financial aid. All Dual Enrollment students are responsible for notifying their high school counselor, in writing, of their intent to withdraw from any Dual Enrollment course. Withdrawals will be processed by the Dual Enrollment office once written approval is received from the students' high school counselor. All student advising, including but not limited to posted withdrawal procedures, is the responsibility of the District.

**H. Publicity.** The District may not use UF's name, logos, trademarks or images or the name or image of any employee or official of UF in any fundraising, publicity, advertising or media release without the prior written consent of UF on each occasion, which may be given only by the UF Vice President for University Relations or her designee. UF may not use the District's name, logos, trademarks or images or the name or image of any employee or official of the District in any fundraising, publicity, advertising or media release without the prior written consent of the District on each occasion.

### **III. ROLE OF THE UNIVERSITY**

The University will:

- A.** Publish deadlines and procedures on the Dual Enrollment website.
- B.** Advise students of college level expectations and procedures as delineated in the attached **Appendix C**, which is attached hereto and incorporated herein by reference.
- C.** Provide advising, as appropriate, to ensure proper course placement and selection.
- D.** Notify the student of his or her grades as is regularly done with University students. In addition, a document will be sent via postal mail or an electronic transmission system to the High School indicating work completed.
- E.** Have a process in place for virtual instructors to comply with student IEPs and 504s plans.
- F.** Assign a letter grade to each student enrolled in a Dual Enrollment course.
- G.** Be responsible for making an annual report to the Commissioner of Education on the operation of the Dual Credit Enrollment program. The District will provide to the University any information requested to complete such reports.



- H. Be responsible for monitoring the quality of curriculum to ensure that instruction is consistent with the University of Florida's policies and procedures.

#### **IV. ROLE OF SCHOOL BOARD OF HERNANDO COUNTY:**

The School Board will:

- A. Verify the enrolled students are residents of the school district and eligible for enrollment in accordance with Section 1007.271 Florida Statutes.
- B. Verify that the high school student and his/her parent(s) or guardian(s) have been counseled on the advisability of taking one or more college courses while in high school and on the specific requirements of the Dual Enrollment program. Pre-registration advising will include the curricular expectations of university-level academic work that typically exceed the work required of high school courses. Pre-registration advising will also include information regarding UF's published add/drop policies and deadlines, as well as the impact of performance in Dual Enrollment courses, which become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.
- C. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs.
- D. Provide access to computers and equipment, with internet access as necessary.
- E. Inform students and their parents about opportunities for students to participate in Dual Enrollment with the University.
- F. Designate a District Liaison to act for School Board in all matters pertaining to this Agreement and to accept and approve all deliverables and invoices.
- G. Pay UF the standard tuition rate per credit hour plus the tuition differential set forth in UF Regulation 3.0375, as amended, from the Florida Education Finance Program funds to the University. The current amount is \$149.24 per credit hour for all District students enrolled. This rate is subject to change annually.
- H. Reimburse UF for tuition for all students who are registered by the end of UF's Drop/Add period, within 30 days of receipt of the invoice. The District will have no obligation to pay tuition for summer terms.
- I. Provide Dual Enrollment students, free of charge, required college textbooks and other instructional materials in accordance with Florida Statutes §1007.271(17). Instructional materials purchased by the District on behalf of Dual Enrollment students shall be the property of the District against which the purchase is charged.
- J. Award high school credit for the course(s) upon its (their) successful completion by the Dual Enrollment student and assign grade points, equivalent to those for AP/IB/AICE courses. Courses not taken for a grade are ineligible for Dual Enrollment. The Dual Enrollment Course—High School Subject Area Equivalency List published by the Florida Department of Education mandates the minimum subject area credit awarded for specific courses taken through Dual Enrollment. Courses not appearing on this list will be awarded high school elective credit with 3 University credit hours translating to 0.5 high school credits.
- K. Perform the initial screening and monitor student performance while participating in the Dual Enrollment program. The District's counselors will communicate, as needed, with UF Dual Enrollment staff in connection with student monitoring (and, if necessary, providing support for) while participating in the Dual Enrollment program.

#### **V. JOINT RESPONSIBILITIES**

- A. UF and the District warrant and agree that all Dual Enrollment courses shall meet the provisions of the current State of Florida laws and regulations.
- B. UF and the District will establish budgetary procedures to support specialized Dual Enrollment programs which will include the following provisions:
  - 1. UF and the District will be eligible for Full-Time Equivalency (FTE) funding in accordance with Florida law and rules.
  - 2. Dual Enrollment students are exempt from the payment of registration, tuition and, laboratory fees for



courses taken through Dual Enrollment at Florida public colleges or universities.

C. UF and the District will inform students and parents of the following:

1. Dual Enrollment college credit will transfer to any Florida public college or university offering a course with the same prefix and number. The course credit will be treated as though taken at the receiving institution.
2. If students do not, upon high school graduation, attend the same college or university where they earned the Dual Enrollment credit, the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution.
3. If students choose to enroll in courses that require placement exams, the students will not be required to pay for any/all placement exams.

## VI. MISCELLANEOUS PROVISIONS

- A. **Liability.** To the extent permitted by Florida law, each Party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the course and scope of their employment under this Agreement.
- B. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- C. **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of any contract.
- D. **Equal Opportunity Provision.** The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.
- E. **Remedies.** All rights and remedies provided in this Agreement are not intended to be exclusive of any other rights or remedies, and all rights and remedies shall be cumulative and shall be in addition to any other rights or remedies now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.
- F. **Annual Appropriation.** The performance and obligations of both, School District and UF, under this Agreement, shall be contingent upon an annual budgetary appropriation by its governing body and/or the legislature. If either party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such party at the end of the period for which funds have been allocated upon written notice to the other party at the earliest possible time before such termination. No penalty shall accrue to such terminating party in the event this provision is exercised, and such terminating party shall not be obligated or liable for any future payments due or any damages as a result of termination.
- G. **Excess Funds.** Any party receiving funds paid under this Agreement agrees to promptly notify the other party of any funds erroneously received upon the discovery of such erroneous payment or overpayment and to refund such excess funds payment.



**H. Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with laws of the State of Florida. In the event of any legal or equitable action arising under this Agreement, the Parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Alachua County, Florida, and the Parties specifically waive any other jurisdiction and venue.

**I. Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public records request served upon it pursuant to Chapter 119, Florida Statutes. Each party acknowledges that this Agreement and all attachments thereto are public records.

**J. Student Records:** Notwithstanding any provision to the contrary within this Agreement, both Parties to this Agreement shall fully comply with the requirements of FERPA, and any other state or federal law or regulation regarding the confidentiality of student records.

**K. Safeguarding the Confidentiality of Shared Student Records.**

The Parties agree to:

1. Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or permitted by law. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties.
2. Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA's privacy requirements.
3. Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

**L. Background Screening.** Dual Enrollment students attending courses through UF are deemed to be post-secondary students. UF instructional personnel are not required to submit to the same level background screening as secondary school instructional personnel. Accordingly, applicable UF instructional personnel will not require access to School Board Of Hernando County school grounds nor require direct contact with secondary school students beyond the scope of its post-secondary curriculum delivered through its online process.

**M. Entirety of Agreement.** This Agreement ratifies or modifies all other agreements between School Board Of Hernando County and UF that may affect Dual Enrollment. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**N. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Reference in the preceding sentence to "assigns" shall not be deemed or construed to authorize, legitimize or render effective any assignment in violation of the provisions of paragraph O below.

**O. Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments.



- P. Incorporation by Reference.** All Exhibits/Appendices attached hereto and referenced herein Appendices A-C shall be deemed to be incorporated into this Agreement by reference.
- Q. Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- R. Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
- S. Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to, herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- T. Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- U. Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
- V. Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- W. Default.** The Parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. Such termination shall not affect the rights and duties of the Parties under this Agreement with respect to the Dual Enrollment students enrolled in the then current UF academic semester.
- X. Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Y. **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by either email or U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board Of Hernando County:      John Stratton  
Superintendent of Schools  
School Board Of Hernando County  
919 North Broad Street  
Brooksville, FL 34601

To University of Florida:                      Dr. W. Andrew McCollough  
Associate Provost for Teaching and  
Technology  
University of Florida  
P.O. Box 113175  
Gainesville, FL 32611

*[Signature page to follow.]*



SIGNATURE PAGE TO DUAL ENROLLMENT ARTICULATION AGREEMENT  
BETWEEN THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES AND  
SCHOOL BOARD OF HERNANDO COUNTY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date indicated below.

**SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA:**

Witnesses:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Superintendent of Schools

Approved as to Form

*Nancy McClain Alfonso*

General Counsel, HCSB

By: \_\_\_\_\_

Date: \_\_\_\_\_

**THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

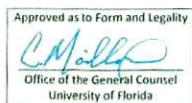
Dr. W. Andrew McCollough, Associate Provost  
for Teaching and Technology

By: \_\_\_\_\_

Date: \_\_\_\_\_

Dr. Joseph Glover, Provost and  
Senior Vice President for Academic Affairs

By: \_\_\_\_\_



Colin Mailloux, Senior Counsel

**Appendix A**  
**Online Program**

**\*\*Tentative Course List\*\***

<b>Course Number</b>	<b>Course Title</b>	<b>High School Subject Area</b>	<b>High School Credit Awarded</b>	<b>College Credits Awarded</b>	<b>*State (SUS) General Education Core Course</b>	<b>**UF General Education Core Course</b>
AEB 2014	Economic Issues, Food and You	Elective	0.5	3	No	Yes Social Science
ANT 2000	General Anthropology	Elective	0.5	3	Yes Social Science	Yes Social Science
ANT 2410	Cultural Anthropology	Elective	0.5	3	No	Yes Social Science & Diversity
ARC 1720	Survey of Architecture History	Elective	0.5	3	No	Yes Humanities & International
ARH 2000	Art Appreciation	Performing/ Fine Arts	0.5	3	Yes Humanities	Yes Humanities & Diversity
AST 1002	Discovering the Universe	Science	0.5	3	Yes Physical Sciences	Yes Physical Sciences
BSC 2005	Biological Sciences (Non-Majors)	Science	0.5	3	Yes Biological Science	Yes Biological Science
BSC 2930 (formally EGS 1935)	Frontiers of Artificial Intelligence	Elective	0.5	1	No	No
CHM 1020	Chemistry for Liberal Arts	Science	0.5	3	Yes Physical Science	Yes Physical Science
CHM 1025	Introduction to Chemistry	Science Req: MAC 1147	0.5	2	Yes	Yes Physical Science
CLP 3144	Abnormal Psychology	Elective <i>PreReq:</i> <i>PSY 2012</i>	0.5	3	Yes Social Science	Yes Social Science
COP 3502C	Programming Fundamentals 1	Elective <i>DE PreReq:</i> <i>MAC2311</i>	0.5	3	No	No
COP 3503	Programming Fundamentals 2	Elective <i>PreReq:</i> <i>COP3502</i>	1.0	3	No	No

COP 3530	Data Structures and Algorithm	Elective <i>PreReq Required*</i>	1.0	4	No	No
COT 3100	Applications of Discrete Structures	Elective <i>PreReq Required*</i>	1.0	3	No	Yes Mathematics
DEP 3053	Developmental Psychology	Elective <i>PreReq: PSY 2012</i>	0.5	3	Yes Social Science	Yes Social Science
ECO 2013	Principles of Macroeconomics	Social Science	0.5	4	Yes Social Science	Yes Social Science
ECO 2023	Principles of Microeconomics	Social Science	0.5	4	No	Yes Social Science
EGS 1006	Introduction to Engineering	Elective	0.5	1	No	No
ENC 1101	Writing Academic Arguments	English	1.0	3	Yes Composition	Yes Composition
ENC 1102	Rhetoric and Academic Research	English <i>PreReq: ENC 1101</i>	1.0	3	Yes Composition	Yes Composition
ENY 2040	The Insects	Science	0.5	3	No	Yes Biological Sciences
ESC 1000	Introduction to Earth Science	Science	0.5	3	Yes Physical Sciences	Yes Physical Sciences
FOS 2001	Man's Food	Elective	0.5	3	No	Yes Biological Sciences
GEA 1000	Geography of a Changing World	Elective	0.5	3	No	Yes International, Social Science
GEO 2242	Extreme Weather	Elective	0.5	3	No	Yes Physical Science
GLY 1102	Age of Dinosaurs	Elective	0.5	3	No	Yes Physical or Biological Science
GLY 1880	Earthquakes, Volcanoes and Other Hazards	Elective	0.5	3	No	Yes Physical Sciences
HSC 3102	Personal and Family Health	Physical Education: Personal Fitness	0.5	3	No	Yes Social Science



IDS 2338	Democratic Engagement and Public Leadership	Elective	0.5	3	No	Yes Social Science
ISS 2160	Cultural Diversity in the US	Elective	0.5	3	No	Yes Social Science & Diversity
LIT 2000	Introduction to Literature	<i>English PreReq: ENC 1101</i>	1.0	3	Yes Humanities	Yes Humanities
MAC 1105	College Algebra	Mathematics <i>Placement test needed</i>	1.0	3	Yes Mathematics	Yes Mathematics
MAC 1114	Trigonometry	Mathematics	1.0	2	No	Yes Mathematics
MAC 1147	Precalculus: Algebra and Trig	Mathematics <i>Placement test needed</i>	1.0	4	Yes Mathematics	Yes Mathematics
MAC 2233	Survey of Calculus 1	Mathematics <i>Placement test needed</i>	1.0	3	Yes Mathematics	Yes Mathematics
MAC 2311	Analytic Geometry and Calculus 1	Mathematics <i>Placement test needed</i>	1.0	4	Yes Mathematics	Yes Mathematics
MAC 2312	Analytic Geometry and Calculus 2	Mathematics <i>Req. MAC 2311 or equivalent</i>	1.0	4	Yes Mathematics	Yes Mathematics
MAC 2313	Analytic Geometry and Calculus 3	Mathematics <i>Req. MAC 2311 &amp; 2312</i>	1.0	4	Yes Mathematics	Yes Mathematics
MAP 2302	Differential Equations	Mathematics <i>Req. MAC 2312</i>	1.0	3	No	Yes Mathematics
MAS 3114	Computational Linear Algebra	Elective <i>Prereq: MAC 2313</i>	1.0	3	No	No
MMC 1000	Survey of Mass Communications	Elective	0.5	3	No	No
MMC 3702	Rock N Roll and American Society	Elective	0.5	3	No	No
MUL 2010	Experiencing Music	Performing/ Fine Arts	0.5	3	Yes Humanities	Yes Humanities & International
PHY 2020	Introduction to Principles of Physics	Science	0.5	3	Yes Physical Sciences	Yes Physical Sciences

PSY 2012	General Psychology	Elective	0.5	3	Yes	Yes Social Science
REL 2121	American Religious History	Elective	0.5	3	No	Yes Humanities & Diversity
REL 2300	Introduction to World Religions	Elective	0.5	3	No	Yes Humanities & International
SLS 1501	College Success	Elective	0.5	3	No	No
SPN 1130	Beginning Spanish 1	Elective: Foreign Language	1.0	5	No	No
SPN 1131	Beginning Spanish 2	Elective: Foreign Language	1.0	5	No	No
STA 2023	Introduction to Statistics	Mathematics	1.0	3	Yes Mathematics	Yes Mathematics
THE 2000	Theater Appreciation	Performing/ Fine Arts	0.5	3	Yes Humanities	Yes Humanities & Diversity
WIS 2040	Wildlife Issues	Elective	0.5	3	No	Yes Biological Sciences
WIS 2552	Biodiversity Conservation-Global Perspective	Elective	0.5	3	No	Yes Biological Sciences & International

**NOTES:**

All courses and faculty are subject to change

Some courses have prerequisites you must meet before being approved

All SUS institutions must accept these courses for transfer credit in the categories listed

All undergraduate students (except those transferring to UF with an A.A. from a public Florida college) are required to complete UF's general education requirement to graduate.

\*This course has more than (1) Pre-Req, see course description on our website

**Math Placement via ALEKS score:****If your major requires MAC 2233:**

ALEKS Score	The first course listed in <b>bold</b> is the course you should begin with:
0 - 45%	<b>MAC 1105</b> → MAC 1140 → MAC 2233
46 - 60%	<b>MAC 1140</b> → MAC 2233
61% and above	<b>MAC 2233*</b>

**If your major requires MAC 1105, MAC 1140, MAC 1147, or MAC2311 (or you are pre-health):**

ALEKS Score	The first course listed in <b>bold</b> is the course you should begin with:
0 - 45%	<b>MAC 1105</b> → MAC 1140 → MAC 1114 → MAC 2311
46 - 60%	<b>MAC 1140</b> → MAC 1114 → MAC 2311
61- 75%	<b>MAC 1147</b> → MAC 2311
76% and above	<b>MAC 2311*</b>

If you have incoming math credit, you may use that as placement into Math courses at UF if the credit appears on your transcript or you provide proof of credit. However, the ALEKS placement is the best predictor of success in UF MAC courses.

**Contact us with questions:**  
**Dual-Enrollment@dce.ufl.edu**  
**352-273-4155**  
<http://dualenrollment.dce.ufl.edu/>

## **Appendix B**

**Online Registration Process:** Once student has spoken with individual guidance counselor about intent to participate in our program:

1. Student should browse the [Courses](#) section of our website to familiarize themselves with available courses.
  - a. Parent/Student will fill out UF of Florida online Dual Enrollment Application ([on our website](#)) requesting admission into the program
    - i. Scores and GPA provided will be verified with the school guidance counselor or submitted with the application if home schooled
  - b. Parent/Student will be asked to fill out the Dual Enrollment Agreement, which details program requirements/rules.
  - c. Parent/Student will be notified of acceptance by email
  - d. Student Services will contact by email with orientation instructions and to set up an optional advising/registration appointment
  - e. Student will be registered by Dual Enrollment staff and verification will be sent to the schools at the beginning of each term.

### Appendix C

**Online Student Orientation:** Each student will have an individual advising session with a Dual Enrollment advisor via phone/Skype.

1. Orientation To Include:
  - a. How to sign up for a gatorlink account
  - b. Expectations of UF students
  - c. ISIS system- Clearing holds
  - d. E-Learning log-in page
  - e. Advisor and advising relationship
  - f. Student responsibilities every semester
2. Student Services/ Advising Responsible for:
  - a. Review of courses completed- matched to State Core General Education Courses
  - b. Video, email or phone updates 3 times a semester minimum
  - c. Course grades monitoring and instructor contact assistance throughout the semester-if needed
  - d. Connecting student to resources as needed-on campus
  - e. Identifying and contacting high risk students via grade monitoring
3. In first Advising Meeting priorities are:
  - a. Welcome and Introductions
  - b. Clarity about expectations
  - c. Reminder that grades are on permanent high school and college transcripts
  - d. Encouragement to thoroughly explore the course before drop/add & advice of deadline
  - e. Discussion about how our current courses will fit their graduation and gen ed needs
  - f. Review of selected courses for registration & textbook procedures
4. Every semester the students will be registered by student services staff



**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 # 12. 23-1391**

5/9/2023

---

**Title and Board Action Requested**

Approve the Affiliation Agreement Between Access Healthcare Physicians, LLC and the Hernando County School District

**Executive Summary**

The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the Affiliation Agreement between Access Healthcare Physicians, LLC. This agreement will permit students in the Allied Health Occupations Program to complete their clinical experience at Access Healthcare Physicians, LLC.

**My Contact**

Beth Lastra  
Supervisor of College and Career Programs  
352-797-7000 ext. 474  
lastra\_b@hcsb.k12.fl.us

**2018-23 Strategic Focus Area**

Pillar 1: Student Achievement

**Financial Impact**

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.



## COVID-19 ATTESTATION FORM

Access Health Care Physicians, LLC, a Florida limited liability company ("Company"), strictly adheres to the CDC guidelines related to COVID-19.

- Volunteers will agree to follow all Access Health Care Physicians, LLC, protocols as they relate to the mitigation of the COVID-19 virus.
- Volunteers will not present to their assigned location if they are febrile and are demonstrating signs and symptoms of illness.
- Volunteers will notify their preceptor if they are planning to travel to an area that is considered an epi-center. Pursuant to any travel outside of the state of Florida or to an epi-center within the state, the volunteer understands that they must self-quarantine for a period of 14 days upon returning.
- Volunteers will wear a mask at all times while on Access premises, inclusive of PA break rooms and work areas.
- While eating or drinking, the volunteer will practice social distancing for the time that they are not wearing a mask.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

Approved as to Form

*Nancy McClain Alfonso*

General Counsel, HCSB



Approved as to Form

*Nancy McClain Alfonso*

General Counsel, HCSB

## **VOLUNTEER AGREEMENT AND RELEASE**

Access Health Care Physicians, LLC, a Florida limited liability company ("Company") and \_\_\_\_\_, an individual whose address is \_\_\_\_\_ ("Volunteer") have entered into this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and agree to the following terms and conditions:

Volunteer's assignment begins \_\_\_\_\_, 20\_\_\_\_, and is expected to continue through \_\_\_\_\_, 20\_\_\_\_. The Volunteer's expected schedule is as follows: \_\_\_\_\_

Volunteer is required to take all the required HIPAA and OSHA training provided by Company and shall sign a confidentiality agreement prior to any volunteer services performed.

Either party, however, may terminate this agreement at any time for any reason upon immediate notice, oral or written, to the other party.

The Volunteer will perform services under the direction and control of the following Company employee and office: \_\_\_\_\_

The Volunteer will perform the following services: \_\_\_\_\_

Volunteer agrees to follow the directions of the staff and to abide by Company policies and procedures while carrying out these volunteer services. Volunteer acknowledges receipt of Company's equal opportunity policies when signing this Agreement.

Volunteer is not an employee of Company and is not entitled to receive a salary, benefits, or other compensation. Volunteer understands that he/she does not qualify for worker's compensation benefits and is expected to carry personal medical insurance to cover medical expenses for injuries he/she incurs while performing volunteer services.

To the extent Volunteer is not a citizen or permanent resident of the United States, Volunteer certifies that he/she has an appropriate Visa status that authorizes the Volunteer to be present in the United States and allows Volunteer to participate in this volunteer experience.

The parties agree that this is the entire agreement, and no agreement, oral or written, exists outside of this agreement.

Volunteer releases Company and its officers, employees, agents, and representatives from any responsibility or liability for personal injury, including death, and damage to, or loss of property, that the Volunteer may incur due to the negligence of the Company, its

officers, employees, agents, and representatives or others due to accidental occurrences while visiting Company or otherwise engaging in activities pursuant to the Agreement.

### **RELEASE**

Volunteer releases Company and its officers, agents, and representatives from any responsibility or liability for personal injury, including death, and damage to, or loss of property, that Volunteer may incur due to the negligence of Company, its officers, employees, agents, and representatives or others due to accidental occurrences while visiting Company or otherwise engaging in activities pursuant to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and Release as of the date below.

#### **Access Health Care Physicians, LLC**

#### **Volunteer**

By: \_\_\_\_\_  
Karen Hayes, Chief Financial Officer

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### **NOTICE**

**Volunteers and Visitors under eighteen (18) years of age must have this agreement co-signed by their parent or guardian. This is to certify that I, as a parent/guardian with legal responsibility for this Volunteer/Visitor, do consent and agree to his/her release as provided above, and for myself, my heirs, assigns, and next of kin, release and agree to indemnify and hold harmless Company from any and all liabilities incident to my minor child's involvement as a Volunteer/Visitor, EVEN IF ARISING FROM THE NEGLIGENCE OF COMPANY, to the fullest extent permitted by law.**

**Parent/Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Printed Name: \_\_\_\_\_ Relationship: \_\_\_\_\_**

**Address: \_\_\_\_\_**

**Phone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_**



## **Confidentiality and Security Agreement**

I understand that Access Health Care Physicians, LLC and Affiliated Companies (collectively, "ACCESS" or the "Company") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Company has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Company must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, credentialing, intellectual property, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of my employment/assignment at the Company, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with the Company's Privacy and Security Policies. I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Company systems.

### ***General Rules***

1. I will act in the best interest of the Company and in accordance with its Code of Conduct at all times during my relationship with the Company.
2. I understand that I should have no expectation of privacy when using Company information systems. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Company, in accordance with the Company's policies.

### ***Protecting Confidential Information***

4. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job.
5. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to do so in support of Company business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.
6. I will not in any way divulge copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Company Information Security Standards and Company record retention policy.
7. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Such safeguards include, but are not limited to: lowering my voice or using private rooms or areas where available.
8. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information.
9. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Company using email or other electronic communication methods, I will ensure that the Information is encrypted according to Company Information Security Standards.

### ***Following Appropriate Access***

10. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
11. I will only access software systems to review patient records or Company information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Company information, I am affirmatively representing to the Company at the time of each access that I have the requisite business need to know and appropriate consent, and the Company may rely on that representation in granting such access to me.

### ***Using Mobile Devices, Portable Devices and Removable Media***

12. I will not copy or store Confidential Information on mobile devices, portable devices or removable media such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Company Information Security Standards.
13. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

### ***Doing My Part – Personal Security***

14. I understand that I will be assigned a unique identifier (e.g., 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.
15. I will:
  - a. Use only my officially assigned User-ID and password (and/or token (e.g., SecurID card)).
  - b. Use only approved licensed software.
  - c. Use a device with virus protection software.
16. I will never:
  - a. Disclose passwords, PINs, or access codes.
  - b. Allow another individual to use my digital identity (e.g., 3-4 User ID) to access, modify, or delete data and/or use a computer system.
  - c. Use tools or techniques to break/exploit security measures.
  - d. Connect unauthorized systems or devices to the Company network.
17. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.
18. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Operations (DISO), or Facility or Corporate Client Support Services (CSS) help desk if:
  - a. my password has been seen, disclosed, or otherwise compromised;
  - b. media with Confidential Information stored on it has been lost or stolen;
  - c. I suspect a virus infection on any system;
  - d. I am aware of any activity that violates this agreement, privacy and security policies; or
  - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

### ***Upon Termination***

19. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Company.
20. Upon termination, I will immediately return any documents or media containing Confidential Information to the Company.
21. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Company.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

I further acknowledge that this policy does not limit a nonsupervisory employees' rights to engage in protected activities under the National Labor Relations Act, including the right to share information related to terms and conditions of employment and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

---

Employee/Workforce Member Signature

---

Date

---

Employee/Workforce Member Printed Name

Approved as to Form

*Nancy McClain Alfonso*



## **Computer Use and Internet Policy**

This Computer Use and Internet Policy was adopted by Access Health Care Physicians, LLC and Affiliated Companies (collectively, "ACCESS" or the "Company") to assist their Members to fulfill its goal of insuring proper and productive use of computer, network, Internet and telecommunication technology by employees, contractors and other users of ACCESS' computer and telecommunications technologies.

All users of ACCESS' computer and telecommunications technology have the affirmative responsibility for professional, productive, lawful and ethical use of ACCESS' computer resources. Such resources shall be used only for productive goals of ACCESS and not for personal use of the user. Employees and others to which these policies apply may be subject to legal actions, termination, suspension, employment probation, and other potential sanctions, including in some cases possible criminal sanctions, for failure to abide by these policies.

These policies shall be followed when using any of the Company's computer and telecommunication technologies, which shall include, but are not limited to computer work stations, servers (application and mail servers), and internet networks. ACCESS' computer and telecommunication resources include, but are not limited to, the following: host computers, file servers, application servers, mail servers, fax servers and fax machines, communications servers, workstations, laptops, software and internal or external computer and communications networks (including Electronic Data Interchange networks, Internet, newsgroup, commercial online services, bulletin board systems, and e-mail systems) that are accessed directly or indirectly using telecommunication and computer technology owned, leased or otherwise controlled by the Company or used by any party to which these policies apply in furtherance of the Company's goals.

ACCESS may, but is not obligated to, monitor all aspects of its computer and telecommunications technologies. Monitoring activities may include, but are not necessarily limited to monitoring the Internet activity of users. Including websites visited, newsgroups visited, chat group activity, materials that are downloaded or uploaded, reviewing and monitoring e-mails sent and received and monitoring the total time involved in Internet related activities.

Any computer and telecommunications technology used by users and any e-mail and web accounts established by the Company are for use only in furtherance of the job responsibilities and for the betterment of the Company.

Users are placed on notice that they should have no expectation of privacy in their use of ACCESS' computer and telecommunications technologies. All users hereby waive any and all rights to privacy in their usage of the Company's technology and in any item or file that they create access, store, send or receive using the Company's technology. Company representatives are authorized to access, inspect, and review any and all materials that any user creates, stores, accesses, sends, transmits or receives using the Company's technology, and users hereby consent to the same.



All users of ACCESS' computer and telecommunications resources and services shall be subject to the following rules, regulations, policies and standards:

1. Users shall comply with all software licenses and copyrights and with all state, federal and international laws governing intellectual property and online activities. Users shall not be permitted to make any unauthorized copies of software that is resident on any of the Company's technology.
2. Users shall not engage in any fraudulent, harassing, embarrassing, sexually explicit, obscene, intimidation, defamatory or other unlawful or inappropriate material whether through transmission or e-mails, posting in newsgroups, involvement in chat rooms or any other forms of electronic communications. Users encountering or receiving such material or observing or gaining knowledge that others who are subject to these policies may have violated these mandates shall immediately report the incident to their supervisor.
3. No person subject to these policies is authorized to engage in any chat room discussions using ACCESS' technology. No person shall be authorized to place any web pages, postings or other promotional materials promoting the Company of its products or services without the consent of the Company.
4. Without prior written permission of the Company, the computer and telecommunications resources and services of the Company may not be used for the transmission or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (that is, viruses or self-replicating code) political material or any other unauthorized information.
5. Content of all authorized communications should be accurate and concise. Users should use the same care in drafting e-mail and other electronic documents as they would for any other written communication. Anything created on the computer may, and likely will, be reviewed by others.
6. Users are prohibited from sending, receiving, distributing or disclosing any confidential and proprietary information of the Company unless expressly directed to do so by the user's supervisor in furtherance of a valid Company interest.
7. No user is permitted to install software of any kind on the Company's technology. Only software that is placed on the computer technology by the Company IT department shall be authorized. In the event that a user needs additional software that is not provided by the Company, the user shall make a written request to the IT department for such software which written request shall include the bona fide business purpose and function to be accomplished using said software.
8. Any material that is authorized and brought onto the Company's computers or which is authorized and downloaded from the Internet or provided from any other source shall be first scanned for viruses or other destructive elements. Any such items shall be reported to the IT Manager who shall assure that the appropriated virus scanning is performed. Until such virus scanning is performed, even when such item is authorized, it shall not be placed on the Company's computers.
9. Users shall not send unauthorized or unsolicited e-mails to any party. Bulk e-mailing is strictly prohibited.
10. Users shall take all steps necessary to safeguard any password that is assigned for their use. Passwords shall be committed to memory and shall not be auto saved, stored on the computer or network, printed, kept in written form or other hard copy. Users may change their passwords, however, the Company reserves the right to reset any password to allow the Company access to the user's accounts.
11. Users shall comply with all export restrictions applicable to the Company's technology. Specifically, no items including encryptions technology or other restricted technology may

be placed on the internet to otherwise be transmitted, by e-mail or otherwise in any way that could potentially permit access to such materials from outside of the United States.

12. Notwithstanding any term hereof, all users shall be bound by and abide by all other policies, directives and guidelines established by ACCESS, including but not limited to employment policies. All such items shall apply to the user's activities using the Company's technologies.
13. ACCESS is not responsible for material viewed or downloaded by Users from the Internet. Users are cautioned that the Internet is a worldwide network of computers that contains millions of pages of information. Many of these pages include offensive, sexually explicit and inappropriate material. Users accessing the Internet do so at their own risk.
14. Users that think they have received a spam message must forward it to [helpdesk@ahcpllc.com](mailto:helpdesk@ahcpllc.com).
15. Users that think they have clicked a malicious link must report it to [helpdesk@ahcpllc.com](mailto:helpdesk@ahcpllc.com).
16. These policies may be amended and/or restated by the Company at any time. Users shall comply with all such policies and amendments.

The undersigned user executes these policies as a condition of their continuing employment or other relationship with the Company. The user acknowledges that he or she has read and understood these policies and their application to the user. The undersigned agrees to abide by all of the requirements of these policies and understands that failure to abide by these policies may result in sanctions, including but not limited to adverse employment actions, termination of contracts, suspension, employment probation, demotions, termination and potential civil and criminal liability.

---

Applicant Signature

---

Date

---

Applicant Printed Name

Approved as to Form

*Nancy McClain Alfonso*

General Counsel, HCSB

**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 # 13. 23-1294**

5/9/2023

---

**Title and Board Action Requested**

Approve the purchase of the Let's Talk! Platform from K12 Insight for \$58,625.00.

**Executive Summary**

The Public Information Officer, on behalf of the Superintendent of Schools, hereby requests the Board approve the purchase of the Let's Talk! Platform from K12 Insight for \$58,625.00 for the 2023-2024 fiscal year. The Let's Talk! Platform serves as a single, centralized, secure cloud-based repository of all incoming questions, comments, concerns, suggestions and compliments by any stakeholder in the District.

**My Contact**

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

**2018-23 Strategic Focus Area**

Pillar 4: Communication & Community Engagement

**Financial Impact**

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.



**K-12 SOLUTIONS FOR CUSTOMER SERVICE  
AND  
SUSTAINED STAKEHOLDER ENGAGEMENT**

**SALES ORDER FORM**

*K12 Insight LLC*

2291 Wood Oak Drive, Suite 300  
Herndon, VA 20171

Tory Schulte  
Renewal Director

Tel: 703-542-9618  
Fax: 703-935-1403

[tschulte@k12insight.com](mailto:tschulte@k12insight.com)  
[www.k12insight.com](http://www.k12insight.com)

## CLIENT INFORMATION

<b>Name</b>	Hernando County School District - FL		
<b>Address</b>	919 North Broad Street		
<b>City, State Zip</b>	Brooksville, Florida 34601-2397		
<b>Proposal Date</b>	1/20/2023	<b>Student Enrollment</b>	23,450

## DATES AND TERM OF INITIAL CONTRACT

<b>Term</b>	<b>Start Date</b>	<b>End Date</b>	<b>Total</b>
Year 1	7/1/2023	6/30/2024	\$58,625

## CUSTOMER EXPERIENCE PLATFORM SERVICES

## Standard Price

☒ SUBSCRIPTION TO LET'S TALK

K12 Insight helps school districts deliver superior customer experiences with Let's Talk — the only all-in-one customer experience and intelligence platform purpose-built for education. Let's Talk is reliable, secure, and simple, and backed by industry-leading expertise and the personalized partnership and support school districts need. As an enterprise-wide Software-as-a-Service solution, Let's Talk is easily configurable with easy SSO (Single Sign On) and SIS (Student Information System) integration options and can be set up in multiple languages to improve equitable access.

\$5.00  
per student,  
per year

The cloud-based Let's Talk platform delivers easy-to-deploy, self-service tools and an intentionally simple, yet powerful user interface. This includes a unified inbox; a real-time dashboard to reveal trends and needs; automated workflows; a campaign manager for outbound communications; Critical Alerts to identify issues before they become crises; and a Knowledge Base to house FAQs and tutorials. Let's Talk streamlines communications from the standard "Contact Us" pop-out tab, topical landing pages, custom forms, social media, text messaging, and phone lines.

Let's Talk Assistant  
(chatbot)  
\$6,000 per year

**Let's Talk Telephony** — includes ten phone lines for texting/calling into Let's Talk,

**Let's Talk Assistant** — the first chatbot built specifically for K-12 school districts — provides always-on customer service to help district stakeholders get answers to frequently asked questions 24-7.

This subscription includes a comprehensive partnership to help support onboarding and implementation, as well as ongoing support with a dedicated Let's Talk customer success team to support customized needs and feedback management.

## YEAR ONE SERVICES: 07/01/2023 to 06/30/2024

## Let's Talk Platform Services

<b>Quantity</b>	<b>Service</b>	<b>Price</b>	<b>Discounted Price</b>	<b>Unit</b>	<b>Cost</b>
1	Subscription to Let's Talk Platform	\$5.00	\$2.50	per student, per year	\$58,625
1	Let's Talk Assistant	\$6,000	\$0.00	per year	\$0.00
<b>TOTAL for Let's Talk! Platform Services</b>					<b>\$58,625</b>

**BILLING CONTACT**

<b>Name</b>			
<b>Title</b>			
<b>Email</b>			
<b>Phone</b>		<b>Fax</b>	

**ORDER CONFIRMATION**

This Sales Order Form is subject to and governed by the Terms of Service (v1.20) located here: [www.k12insight.com/terms-of-service/1.20](http://www.k12insight.com/terms-of-service/1.20), and any addenda attached. No other terms apply to K12 *Insight's* services, unless attached herein and agreed to. Client has received, read, and understood all terms applicable to K12 *Insight's* services, attached. Where applicable, Client has pre-audited this Order in the manner required by all applicable state and local laws. Client representative below hereby represents to have the authority to engage these services on behalf of Client.

**AUTHORIZED SIGNATURES**

Executed for and on behalf of the Client by:

<b>Client Signature</b>			
<b>Name</b>		<b>Date</b>	
<b>Title</b>		<b>Email</b>	
<b>Phone</b>		<b>Fax</b>	

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>


Approved as to Form

*Nancy McClain Alfonso*

For and on behalf of K12 *Insight* LLC, a division of Zarca Interactive, by:

General Counsel, HCSB

**K12 *Insight* Signature**

			
<b>Name</b>	Adam Dean	<b>Date</b>	1/20/2023
<b>Title</b>	VP of Finance		

**K12 *INSIGHT* INTERNAL USE ONLY**

<b>Prepared</b>	Tory Schulte 1/20/2023	<b>Reviewed</b>	Dan Wittich 1/20/2023	<b>Approved</b>	Krista Coleman 1/20/2023
-----------------	---------------------------	-----------------	--------------------------	-----------------	-----------------------------

**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:Jordan_k@hcsb.k12.fl.us) or (352) 797-7009.**

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this

provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This

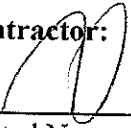
provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

*Signed and dated by authorized representatives as provided below:*

**Contractor:**

  
\_\_\_\_\_  
Printed Name: ADAM DEEN  
Title: VP of Finance  
Date: 1/4/2023

Approved as to Form

*Nancy McLean 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					
Account Name	Communications - Technology Related Subscription					
Account Number	1100	6200	3690	9153	40100	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ 58,369.00 <b>2023-2024 Budget</b>					

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: \$ 53,750.00

Prior Year Actual Spent: \$ 53,750.00

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



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 14. 23-1362**

5/9/2023

---

**Title and Board Action Requested**

Award Bid No. 22009.00, Roof Replacement & Designated Repairs for John D. Floyd Elementary School, Buildings 12 & 13, to TeamCraft Roofing, Inc., and approve the contract and the purchase of construction goods and services for \$733,900.00.

**Executive Summary**

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board award Bid No. 22009.00, Roof Replacement & Designated Repairs for John D. Floyd Elementary School, Buildings 12 & 13, to TeamCraft Roofing, Inc., and approve the contract and the purchase of construction goods and services for \$733,900.00.

**My Contact**

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

**2018-23 Strategic Focus Area**

Pillar 3: Facility Operations

**Financial Impact**

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.

## ADVERTISEMENT FOR BIDS

**PROJECT NAME: ROOF REPLACEMENT AND DESIGNATED REPAIRS FOR JOHN D. FLOYD ELEMENTARY SCHOOL, BUILDINGS 12 & 13**

**PROJECT NO.: 22009.00**

**HERNANDO COUNTY SCHOOL BOARD**

8016 Mobley Road  
Brooksville, FL 34601

**ESTIMATED COST: \$816,211.20**

**PROJECT DESCRIPTION: ROOF REPLACEMENT AND DESIGNATED REPAIRS**

**BID DATE:** Sealed Bids are due from PRE-QUALIFIED **Roofing Contractors** on **April 6th, 2023 by 2:00 P.M.** to the Facilities & Construction Department, Hernando County School Board, 8016 Mobley Rd., Brooksville, FL 34601, where they will be publicly opened and read aloud. Late bids will be considered non-responsive. All sealed bids shall state the name of the project, project number, Owner's name and address. When required by the Bid Documents, bids shall contain a bid bond or other bid security in the amount of 5% of the base bid.

Drawings and Specifications may be viewed and/or downloaded as Adobe.pdf files through the internet, free of charge, by contacting **A/R/C Associates, Inc.** via e-mail [jewel@arc-arc.com](mailto:jewel@arc-arc.com) to register as a plan-holder and to obtain the internet link to access project information. **All plan-holders must be registered with A/R/C Associates, Inc.,** so that they can be notified by email of any future announcements or addenda which may affect bidding for this project.

In addition, bidders are encouraged to register on the Public Purchase web page at [www.publicpurchase.com](http://www.publicpurchase.com) to receive information related to this bid.

Only full sets will be issued and can be obtained commencing on the initial date of advertisement, by faxing or emailing your request to **Jewel Smith** at:

**A/R/C Associates, Inc.**  
[jewel@arc-arc.com](mailto:jewel@arc-arc.com)  
**407-896-7875**

No partial sets will be issued; no sets will be issued to sub-bidders by the Architect.

Prospective bidders or their representative are required to attend a **MANDATORY PRE-BID MEETING** at the job site on **March 21, 2023 at 10:00 A.M.** Existing conditions may be observed afterward. The Design Professional will conduct the meeting and the Owner will review the eligibility of prospective bidders. Prospective bidders who have not contracted with the School Board within two years prior to the scheduled bid opening date are encouraged to bring a completed Contractor's Qualification Statement (AIA Form A305) to this meeting.

The Hernando County School Board reserves the right to waive any minor irregularities and technicalities. Bidders are hereby notified that failure to file a bid protest within the time and manner prescribed by the Florida Statutes shall constitute a waiver of any right to protest the award.

Published in the Tampa Bay Times 2/26/2023, 3/5/2023 & 3/12/2023



**Hernando County School Board  
Bid Proposal Form**

Original

**DATE:** April 6, 2023  
(Date of Proposal)

**FROM:** TeamCraft Roofing, Inc.  
(Name of Bidder's Company)

1316 N. Long St.  
(Mailing Address)

Salisbury, NC 28144  
(City, State, Zip)

nick.hay@tcrrfg.com  
(E-mail Address of Contact Person)

Nick Hay - #352-601-0432  
(Phone Number of Contact Person)

**TO:** **Hernando County School Board**  
**Attn: Facilities Operations Department**  
**8016 Mobley Road**  
**Brooksville, Florida 34601**

The undersigned Bidder, having carefully examined the premises and conditions affecting the Work, the Instructions to Bidders, the Form of Agreement and Conditions of the Contract, and other Contract Documents for:

**Roof Replacement and Designated Repairs for:**  
**John D. Floyd Elementary School, Buildings 12 & 13**  
3139 Dumont Ave, Spring Hill, FL 34609

A/R/C Project Number: **22009.00**

Date: 03/30/2023

as prepared by: A/R/C Associates, Inc. does hereby propose to furnish all labor, materials, equipment and services required for the proper execution and completion of the work described and called for in said Documents for the lump sum(s) as indicated herein below:

**BASE BID:**

Seven Hundred Thirty Three Thousand Nine Hundred & 00/100 Dollars \$ 733,900.00  
(State amount in words)

The Base Bid amount above includes an allowance for Owner's contingency in the amount of: **\$20,000**

This proposal covers all expenses, including applicable license fees and all taxes levied in connection with the Work.

**UNIT PRICES**

Refer to Contract Documents for a complete description of items requiring unit pricing. The undersigned bidder agrees that, if awarded the Contract for the Work, this unit pricing shall be the basis for determining the cost of any proposed changes to the Work and for determining the amount of final payment.

**Unit Price A:** Cost per square foot to remove and replace existing deteriorated **Stucco**. The exact locations and extent of replacement to be determined in the field by the Owner and Architect. The base proposal shall include removal and replacement of **200 square feet** of **7/8"** thick stucco. This pricing is to include all stucco accessories and painting to match existing elevations. If any of this quantity is not used, the Owner shall receive a credit for that quantity based on the unit price.

\$ <u>8.00</u>	<b>200 square feet</b>	\$ <u>1,600.00</u>
(Unit Cost)	(Est. Qty.)	(Total Amount)

## Hernando County School Board Bid Proposal Form

**Unit Price B:** Cost per square foot to remove and replace existing deteriorated **Interior drywall**. The exact locations and extent of replacement to be determined in the field by the Owner and Architect. The base proposal shall include removal and replacement of **200 square feet** of interior drywall and finishes. This pricing is to include all drywall accessories and painting to match existing interior finishes. If any of this quantity is not used, the Owner shall receive a credit for that quantity based on the unit price.

\$ 4.00  
(Unit Cost)

**200 square feet**  
(Est. Qty.)

\$ 800.00  
(Total Amount)

## ADDENDA

Receipt of the following Addenda are hereby acknowledged as follows:

ADDENDUM NO. 1, dated 3/24/2023

ADDENDUM NO. N/A, dated N/A

ADDENDUM NO. N/A, dated N/A

## LIST OF SUBCONTRACTORS

The undersigned Bidder hereby indicates their intent to either self-perform the work OR subcontract with each of the major subcontractors listed below

TRADE	CHECK IF SELF-PERFORMED	SUBCONTRACTOR NAME/ADDRESS	LICENSE No.
Roofing	<input checked="" type="checkbox"/>	TeamCraft Roofing, Inc. 1316 N. Long St. Salisbury, NC 28144	CCC1332269
Sheet Metal	<input checked="" type="checkbox"/>	TeamCraft Roofing, Inc. 1316 N. Long St. Salisbury, NC 28144	CCC1332269
Plumbing	<input type="checkbox"/>	N/A	N/A
Mechanical	<input type="checkbox"/>	N/A	N/A

### COMPLETION TIME

The undersigned Bidder agrees to substantially complete the Work within **90** calendar days, Sundays and Holidays included, and to complete any portions of the Work designated for earlier completion within the times established in the contract documents.

Bidder further agrees that the Work shall be fully completed and ready for final acceptance in accordance with the contract documents within **30** calendar days, Sundays and Holidays included, such time to commence on the date of substantial completion or receipt of the punch list, whichever date occurs last.

For each calendar day past the date of Final Completion, liquidated damages will be due to the owner. This amount shall be \$300.00 per day. Any justified delays during construction shall be documented with each pay application. If unjustified delays are submitted, they will not be considered against the overall project schedule.

**Hernando County School Board  
Bid Proposal Form**

**MISCELLANEOUS PROVISIONS**

The undersigned Bidder hereby acknowledges the provisions of Florida Statute 287.133 pertaining to public entity crimes, which states as follows:

*"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."*

This proposal shall remain in force and effect for a period of **sixty (60)** calendar days from the time of opening of this Proposal. The Bidder will not revoke, cancel or withdraw this Proposal within the said sixty (60) calendar days.

In witness whereof, the Bidder, a C-Corporations  
(Sole Proprietor, Corporation, Limited Liability Partnership, etc.)

Licensed and incorporated in the State of NC, has hereunto set his or her signature and affixed his or her seal this March day of 28th, 2023.

FOR TeamCraft Roofing, Inc.  
(Legal Name of Business)

BY: Nick Hay/Production Manager  
(Typed/Printed Name and Title of Officer or Authorized Agent)



[Signature]  
(Signature)

Kelly Hughes  
(Typed/Printed Name of Witness)

[Signature]  
(Signature)

## 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.

Jeff Farlow  
Signature of Officer/Agent authorized

Jeff Farlow  
Print Name

TeamCraft Roofing, Inc.  
Company Name

1316 N. Long St.  
Business Address

Salisbury, NC 28144  
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





HERNANDO  
SCHOOL DISTRICT

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

## REVIEW OF QUALIFICATIONS

INSTRUCTIONS: Review the Contractor's Qualification Statement (AIA Form A305 or similar form provided by the District). Verify whether sufficient evidence is provided to demonstrate the contractor meets each of the criteria specified below.

CONTRACTOR: Team Craft Roofing, Inc. DATE: 8/31/2022

ADDRESS: 1316 n. Long St.  
Salisbury, NC 28144

PROJECT NAME: Roof Replacement

SCHOOL / SITE: District Office Support Operations

PROJECT NO.: 210055-00

### CRITERIA

### SUFFICIENT EVIDENCE

- A. Licensed to supervise work within the scope of project: \_\_x\_\_ YES \_\_\_ NO
- B. Financial resources to perform the project and respond to damages in the event of default as shown by:
- a. Written verification of bonding capacity equal to or exceeding the amount of any project for which the contractor seeks qualification, or
  - b. Audited financial information \_\_x\_\_ YES \_\_\_ NO
- C. Evidence of successful completion of at least two (2) other projects of similar size within the past five (5) years \_\_x\_\_ YES \_\_\_ NO
- D. Evidence of satisfactory resolution of claims filed by or against the contractor on projects of the same or similar size within the five (5) years preceding submission of the Contractor's Qualification Statement.
- \_\_x\_\_ NO CLAIMS \_\_\_ YES \_\_\_ NO
- E. Licensed to perform work within the scope of project: \_\_x\_\_ YES \_\_\_ NO

REVIEWED BY:

[Signature]  
Signature

Desmond [unclear]  
Printed Name

Project Manager

FINAL DISPOSITION

\_\_x\_\_ QUALIFIED

\_\_\_ NOT QUALIFIED

## MANUFACTURER'S NOTICE OF INTENT TO ISSUE ROOF WARRANTY

**Whereas** Johns Manville  
herein called the "Roofing System Manufacturer" hereby gives notice to:

Owner: Hernando County School District

Address: 8008 Mobley Rd., Brooksville, FL 34601  
of its Notice of Intent to issue its Roof Warranty, to the Owner for the Project,

Project: JD Floyd ES

Address: 3139 Dumont Ave, Spring Hill, FL 34609  
incorporating the Manufacturer's SP6PU- consisting of JM 60 FB PVC adhered with UIA spatter  
roofing system or product is installed in accordance with the Contract Documents.

**PART 1**                      Manufacturers' Notice of Intent to Issue Roof Warranty in conformance with the Contract Documents shall be executed by the manufacturer and attached to the bid form. Each Bidder shall submit a single form, only from the specified manufacturer, and shall include items 1 and 2 as follows:

1. A detailed description of the components of the manufacturer's system proposed and a list of any other component and accessories, proposed for use in the system that is provided by other manufacturers or suppliers.
  - a) A statement that the Manufacturer's Representative has thoroughly reviewed the project requirements defined by the project document, (plans, specifications & details). Having reviewed the above items and project requirements in detail, the Representative will provide a written response to the Design Professional ten days prior to the bid date, if conflicts between the Manufacturer's requirements occur with the above listed documents.
2. A sample of the Manufacturer's Roof Warranty shall be attached to and submitted with this form and the bid package. The manufacturer shall delete all exceptions relative to system failure from high wind conditions based on one of the following options:
  - a). Uplift pressures due to gale force winds and windstorms below a nominal wind speed of 115 mph. . . . . or . . . . .
  - b). Uplift pressures below the following "Unfactored / (Nominal) Wind Uplift Pressures as calculated per the applicable Florida Building Code and ASCE 7-16 calculation methods:
 

1) Center of Roof (Zone 1):	- 29 psf
2) Field of Roof (Zone 1):	- 51 psf
2) Perimeter of Roof (Zone 2):	- 67 psf
3) Corners of Roof (Zone 3):	- 91 psf.
3. **Twenty (20)** year total roof system warranty inclusive of all new roofing materials, all associated products and accessories, including all metal flashings, from roof deck to finish membrane, whether supplied by the membrane manufacturer or by a manufacturer approved / recommended third-party supplier. Provide a No Dollar Limit, single source responsibility, non-deductible roofing warranty inclusive of all material and labor in full compliance with all the requirements of the project specifications.

MANUFACTURER'S NOTICE OF INTENT  
TO ISSUE ROOF WARRANTY - page 2

- a) The manufacturer shall modify the roof warranty to include total labor coverage for the warranty period and to Cover damage to roof materials and insulation down to the roof deck resulting from water penetration.
  - b) The manufacturer shall modify the roof warranty to state that the Owner has the right to make emergency repairs without voiding the warranty if the manufacturer or applicator do not respond within 24 hours to notification by the Owner of a defect or leak.
  - c) The manufacturer shall modify the roof warranty to state that annual inspections with written reports by the Owner, and resulting maintenance, are sufficient to fulfill the periodic inspection requirements of the manufacturer's warranty.
4. The manufacturer's Representative shall conduct a Post-Construction field inspection no earlier than **eleven (11) months**, and no later than **twelve (12) months** after the Date of Substantial Completion. Submit a written report within seven (7) days of this visit to the Owner's Maintenance Dept. listing observations, conditions and any recommended repairs or remedial action.
  5. The manufacturer will, during the **second (2<sup>nd</sup>)**, and **fifth (5<sup>th</sup>)**, year of this warranty, inspect the roof system and provide a written Executive Summary of the Roof Condition to the Owner.

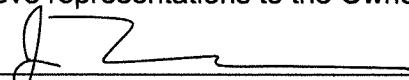
Further, the manufacturer acknowledges that the applicator:

Roof Applicator's Name: TeamCraft Roofing, Inc.

Address: 1316 N. Long St., Salisbury, NC 28144

has been approved to install this roof system since August, 1996 and meets the criteria for an approved applicator listed in the Project Manual.

By signing the above, the Authorized Representative of said Manufacturer certifies and represents the Roofing System Manufacturer with the authority to contract and make the above representations to the Owner.

By:  Date: 04/06/2023  
Signature of Authorized Representative

Name: James Nunns Title: Technical Services Rep

Witness: Debbie Walczyk

Date: 04-26-2023



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

TeamCraft Roofing, Inc.  
1316 N. Long Street  
Salisbury, NC 28144

### SURETY:

(Name, legal status and principal place of business)

Argonaut Insurance Company  
P.O. Box 469011  
San Antonio, TX 78246-9011

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Hernando County School Board  
8016 Mobley Road  
Brooksville, FL 34601

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Roof Replacement and Designated Repairs for John D. Floyd Elementary School, Buildings 12 & 13 -  
Project #22009.00

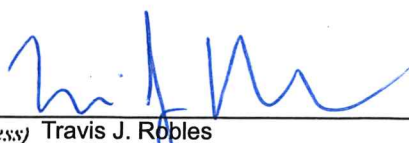
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to said statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be deemed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of April, 2023

  
(Witness)

  
(Witness) Travis J. Robles

TeamCraft Roofing, Inc.

(Principal)

By: 

(Title)

Production Mgr.  
Nick Hay

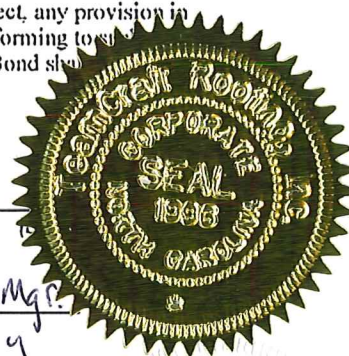
Argonaut Insurance Company

(Surety)

(Seal)

By: 

(Title) Kelli E. Housworth Attorney-in-Fact



**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Sheila J. Montoya, Shaleen R. Lovitt, John Browning, Justin Tomlin, Thomas McCoy Jr., Kelli E. Housworth, Susan J. Lattarulo

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by: \_\_\_\_\_

*[Signature]*

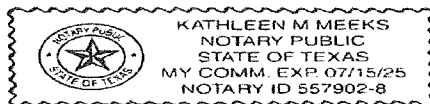
Gary E. Grose, President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 6th day of April, 2023.



*[Signature]*

Austin W. King, Secretary

# HERNANDO COUNTY SCHOOL DISTRICT BID TABULATION

PROJECT NAME: **Roof Replacement & Designated Repairs for JDFMS**  
PROJECT NUMBER: **22009-00**  
BID OPENING DATE / TIME: **April 6th, 2023 at 2:00 PM**



PREQUALIFIED CONTRACTOR	Bid Bond Included	ADDENDA ACKNOWLEDGED	BASE BID	UNIT COST A	UNIT COST B
ADVANCED ROOFING	Y	Y	\$909,117.00	\$32.00	\$37.00
ALLIED ROOFING	NA	NA	NO BID		
ATLAS APEX	NA	NA	NO BID		
GULF STATE ROOFING	NA	NA	NO BID		
SOUTHERN ROOFING	NA	NA	NO BID		
SUTTER ROOFING	NA	NA	NO BID		
TEAMCRAFT	Y	Y	\$733,900.00	\$8.00	\$4.00

Opened & read  
aloud by: **Desmond Maner**  
Recorded &  
witnessed by: **Richard Oakley**

**Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.**



# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Ninth day of May in the year Two-thousand twenty-three  
(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 Road  
Brooksville, FL 34601

and the Contractor:

(Name, legal status, address and other information)

TeamCraft Roofing, Inc.  
1316 N. Long Street  
Salisbury, NC, 28144

for the following Project:

(Name, location and detailed description)

Roof Replacement and Designated Repairs  
J. D. Floyd Elementary School Buildings 12 & 13  
3139 Dumont Ave. Spring Hill, FL 34609

The Architect:

(Name, legal status, address and other information)

A/R/C Associates, Inc.  
601 N. Fern Creek Ave., Suite 100  
Orlando, FL 32803

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. 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.



## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

## ARTICLE 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. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ 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 this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

## § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

☒ Not later than Ninety ( 90 ) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 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 Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven-hundred thirty-three thousand nine-hundred dollars and zero cents (\$733,900.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 4.3 Allowances, if any, included in the Contract Sum:  
*(Identify each allowance.)*

Item	Price
Owner' Contingency	Twenty-thousand dollars (\$20,000)

§ 4.4 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)
Unit Price A (As described on bid form)	200 SF	\$8.00
Unit Price B (As described on bid form)	200 SF	\$4.00

§ 4.5 Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

\$300 per calendar day as further described on the Bid Form

§ 4.6 Other:  
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The twenty-fifth (25th) day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor 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 forty-five ( 45 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 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 Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor 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; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 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%)

Init.



§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Retainage shall not be reduced prior to Substantial Completion.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor'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; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**Within 10 days following Final Acceptance at a regularly scheduled School Board meeting.**

## § 5.3 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 % Two percent

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this 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.)*

## § 6.2 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 Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor 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 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

The Owner shall pay reasonable and documented costs only for that portion of Work completed at the time of termination, as determined by the Architect/Engineer of Record. Such costs shall be based on unit prices itemized in Exhibit F, or a subsequent Schedule of Values approved by the Architect/Engineer of Record.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 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.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Brian Ragan  
Director of Facilities & Construction  
8016 Mobley Rd.  
Brooksville, FL 34601  
ragan\_b@hcsb.k12.fl.us

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Nick Hay  
Production Manager  
1316 N. Long Street  
Salisbury, NC 28144  
352-601-0432

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:37:36 ET on 04/20/2023 under Order No.2114424652 which expires on 04/09/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1414480244)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 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.)*

§ 8.7 Other provisions:

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 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.)*

#### .5 Drawings

Number	Title	Date
A00	Cover Page	2/16/23
A01	Site Plan	
A02	Roof Plan	
A03	Elevations	
A04	Elevations	
B01	General Notes	
B02	Roofing Details	
B03	Roofing Details	
B04	Roofing Details	
B05	Roofing Details	

#### .6 Specifications

Section	Title	Date	Pages
As prepared by A/R/C Associates	Project Manual	2/16/23	199

#### .7 Addenda, if any:

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:37:36 ET on 04/20/2023 under Order No.2114424652 which expires on 04/09/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1414480244)

<b>Number</b>	<b>Date</b>	<b>Pages</b>
One	3/24/23	Three

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

☐ The Sustainability Plan:

<b>Title</b>	<b>Date</b>	<b>Pages</b>
--------------	-------------	--------------

☐ Supplementary and other Conditions of the Contract:

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
-----------------	--------------	-------------	--------------

**.9 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 Contractor'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.)*

**EXHIBIT A - AIA Insurance and Bonds**

**EXHIBIT B - N/A**

**EXHIBIT C - HCSB Contractor's Insurance and Bond Requirements**

**EXHIBIT D - HCSB Standard Addendum to Agreements**

**EXHIBIT E - HCSB Conflict of Interest Form**

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**

\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
**CONTRACTOR (Signature)**

*Nick Hay*  
\_\_\_\_\_  
*(Printed name and title)*

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:37:36 ET on 04/20/2023 under Order No.2114424652 which expires on 04/09/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

**User Notes:**

(1414480244)



# AIA® Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Ninth day of May in the year Two-thousand twenty-three  
(In words, indicate day, month and year.)

for the following **PROJECT:**  
(Name and location or address)

Roof Replacement and Designated Repairs  
J. D. Floyd Elementary School Buildings 12 & 13  
3139 Dumont Ave. Spring Hill, FL 34609

**THE OWNER:**  
(Name, legal status and address)

School District of Hernando County, Florida  
8016 Mobley Road  
Brooksville, FL 34601

**THE CONTRACTOR:**  
(Name, legal status and address)

TeamCraft Roofing, Inc.  
1316 N. Long Street  
Salisbury, NC, 28144

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor 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 A.2 OWNER'S INSURANCE

##### § A.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 A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.



## § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

## § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.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 A.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, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.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.)*

### Causes of Loss

### Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.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 Contractor'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

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.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.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.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.

§ A.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 A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor 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.

## § A.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 A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

#### § A.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.)*

- ☐ **§ A.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.
- ☐ **§ A.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.
- ☐ **§ A.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.
- ☐ **§ A.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.
- ☐ **§ A.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.
- ☐ **§ A.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.
- ☐ **§ A.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.

#### § A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

Init.



(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.)

☐ **§ A.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.)

☐ **§ A.2.5.2 Other Insurance**  
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage  
Per Exhibit C

Limits  
Per Exhibit C

### ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

#### § A.3.1 General

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.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 A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor 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 Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor'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.

#### § A.3.2 Contractor's Required Insurance Coverage

**§ A.3.2.1** The Contractor 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 Contractor 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 Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Contractor shall maintain insurance as required by Exhibit C HCSB Contractor's Insurance & Bond Requirements

#### § A.3.2.2 Commercial General Liability

**§ A.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 ) each occurrence, Two-million dollars (\$ 2,000,000 ) general aggregate, and Two-million dollars (\$ 2,000,000 ) 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;

Init.

- .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 Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.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 Contractor'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.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One-million dollars ( \$ 1,000,000 ) 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.

§ A.3.2.4 The Contractor 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 A.3.2.2 and A.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.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One-million dollars ( \$ 1,000,000 ) each accident, One-million dollars ( \$ 1,000,000 ) each employee, and One-million dollars ( \$ 1,000,000 ) policy limit.

§ A.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

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.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.

§ A.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.

§ A.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.

### § A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.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 Contractor 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 Contractor 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.)*

Contractor shall maintain insurance as required by Exhibit C HCSB Contractor's Insurance & Bond Requirements

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor 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.)*

- [ X ] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor 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 Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.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.)*

Contractor shall maintain insurance as required by Exhibit C HCSB Contractor's Insurance & Bond Requirements

- [ ] § A.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.
- [ ] § A.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.
- [ ] § A.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.
- [ ] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

Init.

[ ] § A.3.3.2.6 Other Insurance

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor 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 Contract Sum
Performance Bond	100% of Contract Sum

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 A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

**Contractor 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 A and Exhibit C, the most stringent requirement shall apply.**

**CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

---

**A. GENERAL**

1. The Contractor shall procure and maintain all insurance requirements and limits, as set forth below, at his or her own expense, until completion of the project or as specified herein. The Contractor shall continue to provide evidence of such coverage to Hernando County School Board on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Facilities & Construction Representative within ten (10) days after the date of the Notice of Award, said Certificate to specifically Owner the inclusion of the coverages and provisions set forth herein and shall Owner whether the coverage is "claims made" or "per occurrence".

**B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)**

1. This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.
  - a. General Aggregate \$2,000,000
  - b. Products – Completed Operations Aggregate \$2,000,000
  - c. Each Occurrence \$1,000,000
  - d. Personal Injury \$1,000,000
2. The following coverages shall be included in the CGL:
  - a. Per project general aggregate (CG 25 03 or similar)
  - b. Additional Insured status in favor of the Hernando County School Board and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG 20 10 10/01 and CG 20 37 10/01 or equivalent as permitted by law.
  - c. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
  - d. A waiver of Subrogation in favor of all Additional Insured parties.
  - e. Personal Injury Liability
  - f. Contractual Liability coverage to support indemnification obligation per Article 53.I
  - g. Explosion, collapse and underground (xcu)

**CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

---

3. The following exclusionary endorsements are prohibited in the CGL policy:
    - a. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
    - b. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
    - c. If applicable to the Work to be performed: Residential or multi-family
    - d. If applicable to the Work to be performed: Exterior insulation finish systems
    - e. If applicable to the Work to be performed: Subsidence or Earth Movement
  4. The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.
- C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).
1. Combined Bodily Injury and Property Damage Liability
    - a. Combined Single Limit (each accident): \$1,000,000
    - b. Coverages: Specific waiver of subrogation
- D. WORKERS' COMPENSATION INSURANCE
1. The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.
  2. The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.
  3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.
- E. UMBRELLA LIABILITY INSURANCE – For construction projects exceeding \$10,000,000, provide the following coverage:

**CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

---

1. The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

- a. Each occurrence                      \$5,000,000
- b. Aggregate                                \$5,000,000

F. BUILDER'S RISK INSURANCE – For any construction project, provide the following coverage:

1. Unless waived in writing by the Facilities & Construction Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made and no person or entity other than the Owner has an insurable interest in the property, or the date of substantial completion specified on the fully signed and executed Certificate of Substantial Completion (AIA G704).
  - a. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub- subcontractors in the Project as named insureds.
  - b. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars (\$10,000.00).
  - c. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
2. Contractor shall maintain Builders Risk coverage including partial use by Owner.



**CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

---

3. The Contractor shall waive all rights of subrogation as regards the Hernando County School Board and the Owner, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.
4. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.
5. The Owner, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

**G. POLLUTION LIABILITY INSURANCE**

1. If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage.
  - a. Pollution Liability policy must include contractual liability coverage.
  - b. Hernando County School Board must be included as additional insureds on the policy.
  - c. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subcontractor/Vendor.

**H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS – Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:**

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;
2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the Hernando County School Board, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and Owner Building Programs for approval if requested, and submit a

**CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

---

Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the Hernando County School Board, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Florida and acceptable to the Owner;
4. Receipt, review or acceptance by the Facilities & Construction Representative of any insurance policies or certificates of insurance required by this Contract shall neither be construed as a waiver nor relieve the Contractor from its obligation to meet the insurance requirements contained herein.

**I. PAYMENT AND PERFORMANCE BOND**

1. The Contractor shall procure surety bonds, from a company or companies lawfully authorized to issue surety bonds in the state of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds, as follows:
  - a. Before commencing the Work on any individual project having a Contract Sum of \$200,000 or more, the Contractor shall execute and record in the public records of Hernando County, Florida, a payment and performance bond. The bond must state on its front page:
    - i. The names, principal business addresses, and phone numbers of the Contractor, the surety, and the Owner
    - ii. The project number assigned by the Owner
    - iii. The bond number assigned by the surety
    - iv. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement
  - b. The amount of the bond shall equal the full amount of the Contract Sum.
  - c. The bond shall be conditioned upon the contractor's performance of the Work in the time and manner prescribed in the contract and promptly making payments to all persons who furnish labor, services, or materials for the Work provided for in the contract.

**CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

---

- d. A copy of the recorded bond shall be filed with the Facilities & Construction Representative prior to issuance of any payment.
- e. If, prior to completion of the Work, the Contractor receives a notice that the company or companies that issued the bond has lost or had revoked its license or authority to do business in Florida as a surety insurer, the Contractor shall, within ten (10) calendar days following receipt of such notice, execute and record in the public records a replacement payment and performance bond from a duly authorized surety. The amount of the replacement bond shall equal the full amount of the Contract Sum less the value of the Work in place and accepted at the time such bond is issued.

**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: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:** TeamCraft Roofing Inc.

Jeff Farlow  
 Printed Name: Jeff Farlow  
 Title: Vice President  
 Date: 4-20-2023

Approved as to Form

*Nancy McClain Affonso*

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.

Jeff Farlow  
Signature of Officer/Agent authorized

Jeff Farlow  
Print Name

TeamCraft Roofing, Inc.  
Company Name

1316 N. Long St.  
Business Address

Salisbury, NC 28144  
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

A. Item Currently Budgeted -										
Half-Cent Fund										
Account Name										
Account Number		3983E	7400	6800	0231	M2090				
		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
\$ 733,900.00		\$ 0.00		\$ 0.00		\$ 733,900.00		\$ 733,900.00		\$ 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 # 15. 23-1370**

5/9/2023

---

**Title and Board Action Requested**

Approve the cancellation of the contract with Cornerstone Technologies, Inc. from Bid No. 23-962-01: Recycling & Disposal Services: Electronic Equipment.

**Executive Summary**

The Manager of Warehouse, Property Control, Printing & Records, on behalf of the Superintendent of Schools, hereby requests the Board to cancel the contract with Cornerstone Technologies, Inc. from Bid No. 23-962-01: Recycling & Disposal Services: Electronic Equipment. Vendor was unable to provide the services as awarded on the contract.

**My Contact**

Genele Firlik

Manager of Warehouse, Property Control, Printing & Records

Phone: (352) 797-7061 ext. 436

**2018-23 Strategic Focus Area**

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

**Financial Impact**

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:**

**May 9, 2023**

**Bid No. 23-962-01**

**Bid Title: Recycling & Disposal Services:  
Electronic Equipment**

*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 checked="" type="checkbox"/> Cancellation of Contract |
| <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:**

**08/16/2022 through 08/15/2024**

☐ N/A – One Time Purchase

**Contract Type:**

☐ Estimated  
Dollar Amount

☐ Firm, Fixed  
Dollar Amount

☒ Firm, Fixed  
Unit Prices

☐ Firm, Fixed Unit Prices,  
Hourly Rates, Fees and/or  
Percentages

**Renewal Options:**

No. of Terms  
Remaining  
3

☐ Length of  
Each Term (month)

☒ Length of  
Each Term (year)  
1

☐ None

**Rationale/Reason:**

05/09/2023: Request Board approval of the contract cancellation with Cornerstone Technologies, Inc. effective immediately.

Bidders Electronically  
Downloaded From Public  
Purchase Website: 28

Bids Received:  
- 5 -

No Bids:  
- 0 -

Late Bids:  
- 0 -

Rejected Bids:  
- 0 -

☐ N/A – Bids Not  
Required:

**Submitted By:**

Neil D. McDonald  
Director of Purchasing & Warehousing

**School(s):** District Wide

**Requested By:**

Genele Firlik  
Manager of Warehouse, Property Control,  
Printing & Records

**Department(s):** School Distribution Center

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

**T/C CODE: 2301**

This tabulation establishes a contract with a vendor to provide Recycling & Disposal Services for end-of-life electronic equipment. These services include collection and disposal, as-needed, per the specifications outlined in the solicitation.

**Cornerstone Technologies, Inc.**

Item No.	Description	Unit of Measure (UOM)	Amount Vendor to Pay District (Per Unit of Measure)
1.	Computer Monitors	Each	\$5.00
2.	CPU's IBM Format	Each	\$35.00
3.	CPU's McIntosh Format	Each	\$225.00
4.	Printers	Each	\$5.00
5.	Laptops	Each	\$47.50
6.	Keyboards	Each	\$0.50
7.	Miscellaneous (Mice, Cables, Speakers, etc.)	Container	\$500.00
8.	Assorted Audio Visual Equipment: Projectors, Overheads, Tape Recorders, Record Players, Portable Stereos, CD Players, etc.	Container	\$500.00
9.	CRT Computer Monitors	Each	\$0.00
10.	LCD Computer Monitors	Each	\$8.00
11.	CRT Televisions	Each	\$0.00
12.	LCD Televisions	Each	\$0.00
13.	Tablets (Android, IOS, etc.)	Each	\$47.50
14.	Cell Phones (Various Models)	Each	\$25.00
15.	Copy Machines	Each	\$150.00
Additional Items not specifically identified		Container	\$500.00

**Contact Information:**

Bruce Manssuer  
Phone: (770) 279-0927  
Email: [bruce@cornerstonetechnologiesusa.com](mailto:bruce@cornerstonetechnologiesusa.com)

**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 # 16. 23-1378**

5/9/2023

---

**Title and Board Action Requested**

Approve the Purchase of Advanced Placement exams from the College Board and Authorize the Issuance of Purchase Orders for an Estimated Amount of \$226,035.00

**Executive Summary**

The Director of Secondary Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the purchase of various Advanced Placement Exams from the College Board for an estimated cost of \$226,035.00 (2,793 exams), including shipping and handling. Florida Statute 1007.27 requires the district to provide curricular options to include accelerated mechanism that shorten the time necessary for a student to complete the requirements to earn a high school diploma and postsecondary degree.

**My Contact**

John Morris  
Director of Secondary Programs  
352-797-7000 ext. 443  
morris\_j@hcsb.k12.fl.us

**2018-23 Strategic Focus Area**

Pillar 1: Student Achievement

**Financial Impact**

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.

Hi, John

## Welcome, John!

Hernando County Schools ▾

2022-2023

[Teacher View →](#) | [Student View →](#)

### AP Registration and Ordering (<https://myap.collegeboard.org/dashboard>)

#### Student Registrations

Students

**2,707**

Enrollments

**4,698**

#### Exam Registrations

Taking

**2,793**

Not Taking

**0**

Undecided

**3**

#### Cost

Total Cost

**\$226,035**

Agent Offline

**A. Item Currently Budgeted -**

Account Name		General Fund Basic Ed Supplies Advanced Placement										
Account Number	1100E		5100		5100		Various		53100		Various	
	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		
\$	\$		\$		\$		\$ 226,035.00		\$			

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: \$ 229,015.00

Prior Year Actual Spent: \$ 224,680.53

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



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 17. 23-1392**

5/9/2023

---

**Title and Board Action Requested**

Approve the Closeout/Final Acceptance to the Contract with Lego Construction Co., for the Eastside Elementary School Cooler/Freezer Addition & Remodel, and Authorize Final Payment in the Amount of \$24,532.24.

**Executive Summary**

The Director of Facilities and Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the Closeout/Final Acceptance to the Contract with Lego Construction Co., for the Eastside Elementary School Cooler/Freezer Addition & Remodel, and Authorize Final Payment in the Amount of \$24,532.24.

The original contract sum was \$527,827.85, of which \$466,112.29 has been paid to date, leaving a balance of \$61,715.56. Change Order 001 returns to the School Board \$37,183.32. The final payment due to the Contractor, therefore, is \$24,532.24.

**My Contact**

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

**2018-23 Strategic Focus Area**

Pillar 3: Facility Operations

**Financial Impact**

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.

# CERTIFICATE OF COMPLETION



Facility Name: Eastside Elementary School \_\_\_\_\_ (x School ☐ Other Facility)  
Project Description / EES Cooler/Freezer Addition \_\_\_\_\_ Permit No-BEL-065-22-EES

**In accordance with Section 111.5 of the Florida Building Code, and as indicated below by the Building Code Official and Fire/Safety Official, the project is hereby certified to be complete.**

## SECTION A: (ARCHITECT / ENGINEER)

I have inspected the project and, in my considered professional opinion, the work required by the Construction Contract has been completed in accordance with approved Contract Documents, Florida Statutes, and the Florida Building Code.

Signature/Seal: 

Date: 4/17/23

Firm Name: Hoffman Architects, P.A.



Address: 29 W. Orange St.  
Street

Tarpon Springs	FL	34689
City	State	Zip

1. TYPE OF PROJECT:

☐ New Facility    ☒ Addition  
☒ Remodeling    Renovation  
☐ Other

2. COMPLETED FACILITY SPACE CHART HAS BEEN FILED WITH THE DISTRICT:

☒ Yes    ☐ No    ☐ N/A    If "No", explain: \_\_\_\_\_

3. OCCUPANCY DATE: August 10, 2022

4. COMPLETION DATE: April 17, 2023

(enter the date that all contractual work, including close out requirements are complete)

SECTION B: ☐ BUILDING OFFICIAL ☐ OTHER (specify Certification: \_\_\_\_\_):

I have inspected the project and, in my considered opinion, the work is in compliance with applicable statutes, rules and codes.

Name (type/print)	License #	Expiration Date
Please see attachment		

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(☐ Building Official ☐ Certified Inspector)

SECTION C: ☐ FIRE / SAFETY OFFICIAL ☐ OTHER (specify Certification: \_\_\_\_\_):

I have inspected the project and, in my considered opinion, the work is in compliance with applicable statutes, rules and codes.

Name (type/print) Please see attachment License # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Fire / Safety Inspector)

## SECTION D: OWNER ACCEPTANCE

Upon the recommendation and Certification of the Design Professional in Section A above, and in accordance with Chapter 1013, F.S., the above referenced project is ACCEPTED by the Owner.

Name (type or print): Richard Oakley  
Signature of Designee: Richard Oakley Date: 4/18/23

Hernando County School Board



# CERTIFICATE OF COMPLETION

For each completed project, submit one copy for the project permit file and one copy to the cost center Administrator.

**Date:** 01/10/2023

**Location:** EASTSIDE ELEMENTARY

**HIGH** BMPEL-065-22-EES

**Project :** KITCHEN FREEZER – COOLER RENOVATION

## BUILDING CODE ADMINISTRATOR

In accordance with Section 106.2, Florida Building Code, and upon recommendation of the Building Code Administrator and Safety Inspector as stated below, the project is complete.

**Signature:** [Signature]  
☒ Building Official ☐ Designee

**Date:** 1/10/2023

**License # / Expiration Date:** BU1294 Exp 11/30/2023

## FIRE / SAFETY INSPECTOR CERTIFICATION

I have inspected the project and, to the best of my knowledge and ability, I have determined that the safety systems are working satisfactorily; the facility is in compliance with statutes, rules and codes affecting the health and safety of its occupants.

### Fire / Safety Inspector:

William L Hall  
**Name (Type or Print)**

143319  
**License #**

**Signature:** [Signature]

**Date:** 1/17/23





**HERNANDO COUNTY SCHOOL DISTRICT  
FACILITIES AND CONSTRUCTION**

**NOTICE OF FINAL ACCEPTANCE**

Date of Notice of Acceptance: April 18th, 2023

Project Name: Eastside Elementary School Cooler/Freezer Addition and Kitchen Remodel

TO: Lego Construction Co.  
1011 Sunnybrook Road Suite. 905  
Miami, Florida, 33136

Notice is hereby given that the Hernando County School Board, acting by and through the Facilities Support Operations Division, accepts as complete the above Name project.

**Richard Oakley  
Facilities & Construction Project Manager  
(Authorized Delegate)**

\*When completely executed, this form is to be sent by email to the Contractor by the Principal Representative or delivered by any other means to which the parties agree.



# **AIA® Document G701® – 2017**

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Eastside Elementary School: Kitchen 27151 Roper Rd, Brooksville, FL 34602	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: May 19, 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001 Date: April 17, 2023
<b>OWNER:</b> <i>(Name and address)</i> Hernando County School District 919 N. Broad St. Brooksville, FL 34601	<b>ARCHITECT:</b> <i>(Name and address)</i> Hoffman Architects, P.A. 29 W. Orange St. Tarpon Springs, FL 34689	<b>CONTRACTOR:</b> <i>(Name and address)</i> LEGO Construction Company 1011 Sunnybrook Rd., Suite 905 Miami, FL 33136

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*



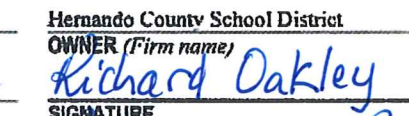
#### Owner Savings

The original Guaranteed Maximum Price was	\$ 527,827.85
The net change by previously authorized Change Orders	\$ 0.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 527,827.85
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	\$ 37,183.32
The new Guaranteed Maximum Price including this Change Order will be	\$ 490,644.53

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be August 10, 2022

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<b>Hoffman Architects, P.A.</b> <b>ARCHITECT (Firm name)</b>	<b>LEGO Construction Company</b> <b>CONTRACTOR (Firm name)</b>	<b>Hernando County School District</b> <b>OWNER (Firm name)</b>
		
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
<b>Todd Willsie, Studio Director</b> <b>PRINTED NAME AND TITLE</b>	<b>Janel Rodriguez - General Manager</b> <b>PRINTED NAME AND TITLE</b>	<b>Richard Oakley - Project Manager</b> <b>PRINTED NAME AND TITLE</b>
<b>4/17/23</b> <b>DATE</b>	<b>4/18/2023</b> <b>DATE</b>	<b>4/20/23</b> <b>DATE</b>

## APPLICATION AND CERTIFICATE FOR PAYMENT

## DOCUMENT SUMMARY SHEET

## TO OWNER/CLIENT:

Hernando County School District  
8016 Mobley Road  
Brooksville, Florida 34601

## PROJECT:

HES-RE22-CM-Eastside ES  
27151 Roper Rd, Brooksville, FL 34602  
Brooksville, Florida 34602

## APPLICATION NO: 4

INVOICE NO: 4

PERIOD: 09/01/22 - 11/30/22

PROJECT NO: 258A1

## FROM CONTRACTOR:

LEGO Construction Co  
1011 Sunnybrook Road Suite 905  
Miami, Florida 33136

## VIA ARCHITECT/ENGINEER:

Todd Willsie (Hoffman Architects)

## CONTRACT DATE:

PO#2042200131

## CONTRACT FOR: HES-RE22-CM-Eastside ES Prime Contract

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$527,827.85
2. Net change by change orders	\$(37,183.32)
3. Contract Sum to date (Line 1 ± 2)	\$490,644.53
4. Total completed and stored to date (Column G on detail sheet)	\$490,644.53
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$490,644.53
7. Less previous certificates for payment (Line 5 from prior certificate)	\$466,112.29
8. Current payment due:	\$24,532.24
9. Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$(37,183.32)
Totals:	\$0.00	\$(37,183.32)
Net change by change orders:	\$(37,183.32)	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: LEGO Construction Co

By:

State of: FL

County of: Orange

Subscribed and sworn to before

me this

8th

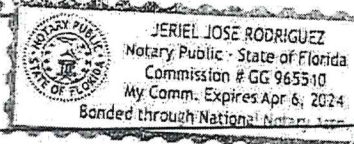
day of December 2022

Notary Public:

My commission expires:

Date:

12/08/22



## ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$24,532.24

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By:

Date:

1.16.23

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
Contractor's signed Certification is attached.  
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4

APPLICATION DATE:

PERIOD: 09/01/22 - 11/30/22

## Contract Lines

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01-4100.OTH Mobilization.Other	Mobilization	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$0.00
2	01-4500.MAT Project Supplies.Materials	Project Supplies	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
3	01-8750.OTH Blue prints & reprographics.Other	Reprographic Services	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
4	01-0500.LAB Project Executive.Labor	Project Executive	\$5,600.00	\$5,600.00	\$0.00	\$0.00	\$5,600.00	100.00%	\$0.00	\$0.00
5	01-1000.LAB Project Manager.Labor	Project Manager	\$23,750.00	\$23,750.00	\$0.00	\$0.00	\$23,750.00	100.00%	\$0.00	\$0.00
6	01-2000.LAB Superintendent.Labor	Superintendent	\$36,100.00	\$36,100.00	\$0.00	\$0.00	\$36,100.00	100.00%	\$0.00	\$0.00
7	01-1500.LAB Project Engineer.Labor	Project Engineer/ Admin	\$2,600.00	\$2,600.00	\$0.00	\$0.00	\$2,600.00	100.00%	\$0.00	\$0.00
8	01-2300.MAT Safety Manager.Materials	Safety Supplies	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$0.00
9	01-8750.MAT Blue prints & reprographics.Materials	As-Builts and Close out	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00
10	01-8500.REQ Dumpster.Rented Equipment	Dumpster	\$3,600.00	\$3,600.00	\$0.00	\$0.00	\$3,600.00	100.00%	\$0.00	\$0.00
11	01-4000.REQ Temporary Office.Rented Equipment	Office trailer including power	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
12	01-5000.REQ Sanitary Facilities.Rented Equipment	Portable Toilets	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
13	01-3000.LAB General Labor.Labor	General Labor	\$3,200.00	\$3,200.00	\$0.00	\$0.00	\$3,200.00	100.00%	\$0.00	\$0.00
14	01-6000.SUB Temporary Fence.Subcontractors	Temp Fence	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$0.00
15	02-1000.SUB Demolition.Subcontractors	Demolition	\$14,063.03	\$14,063.03	\$0.00	\$0.00	\$14,063.03	100.00%	\$0.00	\$0.00
16	02-9000.SUB Utility Location/GPR.Subcontractors	GPRS Scan	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00
17	02-3500.SUB Termite Control.Subcontractors	Termite	\$450.00	\$450.00	\$0.00	\$0.00	\$450.00	100.00%	\$0.00	\$0.00
18	02-0000.SUB	Allowance for Freezer door Threshold	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$0.00



A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General.Subcontractors									
19	02-0000.SUB General.Subcontractors	Allowance for the 1/1/2" Alum Rail w/Welded Joints	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
20	02-4500.SUB Site & Drainage & Grading.Subcontractors	Staging area restoration	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$0.00
21	03-2000.SUB Concrete Subcontractor.Subcontractors	CMU & Concrete	\$116,207.00	\$116,207.00	\$0.00	\$0.00	\$116,207.00	100.00%	\$0.00	\$0.00
22	05-1000.SUB Metals.Subcontractors	Structural	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$0.00
23	07-2000.SUB Roofing.Subcontractors	Roofing	\$3,840.00	\$3,840.00	\$0.00	\$0.00	\$3,840.00	100.00%	\$0.00	\$0.00
24	08-1000.SUB Doors and Hardware.Subcontractors	Doors Labor	\$190.00	\$190.00	\$0.00	\$0.00	\$190.00	100.00%	\$0.00	\$0.00
25	08-1000.SUB Doors and Hardware.Subcontractors	Doors Material	\$2,191.91	\$2,191.91	\$0.00	\$0.00	\$2,191.91	100.00%	\$0.00	\$0.00
26	08-3000.SUB Glazing.Subcontractors	Windows	\$3,210.00	\$3,210.00	\$0.00	\$0.00	\$3,210.00	100.00%	\$0.00	\$0.00
27	09-3000.SUB Drywall and Finish.Subcontractors	Drywall and Stucco	\$21,694.63	\$21,694.63	\$0.00	\$0.00	\$21,694.63	100.00%	\$0.00	\$0.00
28	09-2000.SUB Flooring.Subcontractors	Flooring	\$14,500.00	\$14,500.00	\$0.00	\$0.00	\$14,500.00	100.00%	\$0.00	\$0.00
29	09-4000.SUB Paint.Subcontractors	Painting	\$4,250.00	\$4,250.00	\$0.00	\$0.00	\$4,250.00	100.00%	\$0.00	\$0.00
30	09-1000.SUB Acoustical Ceiling.Subcontractors	Ceiling	\$7,863.69	\$7,863.69	\$0.00	\$0.00	\$7,863.69	100.00%	\$0.00	\$0.00
31	23-1000.SUB HVAC and Mechanical.Subcontractors	HVAC	\$86,000.00	\$86,000.00	\$0.00	\$0.00	\$86,000.00	100.00%	\$0.00	\$0.00
32	23-1000.SUB HVAC and Mechanical.Subcontractors	EMS Allowance	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$0.00
33	26-1000.SUB Electrical.Subcontractors	Electrical	\$42,734.00	\$42,734.00	\$0.00	\$0.00	\$42,734.00	100.00%	\$0.00	\$0.00
34	50-0000.OTH GC Fee.Other	GC Fee	\$30,348.10	\$30,348.10	\$0.00	\$0.00	\$30,348.10	100.00%	\$0.00	\$0.00
35	01-9010.OTH Insurance-G/L.Other	Insurance	\$5,566.71	\$5,566.71	\$0.00	\$0.00	\$5,566.71	100.00%	\$0.00	\$0.00
36	01-9049.OTH Insurance-Builders Risk.Other	Builders Risk	\$4,694.59	\$1,217.46	\$0.00	\$0.00	\$1,217.46	25.93%	\$3,477.13	\$0.00
37	01-9000.OTH	Bond	\$5,689.84	\$4,888.00	\$0.00	\$0.00	\$4,888.00	85.91%	\$801.84	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	P&P Bond.Other									
38	01-0000.OTH General.Other	Prices Escalation Contingency	\$47,984.35	\$20,080.00	\$0.00	\$0.00	\$20,080.00	41.85%	\$27,904.35	\$0.00
TOTALS:			\$527,827.85	\$490,644.53	\$0.00	\$0.00	\$490,644.53	92.96%	\$37,183.32	\$0.00

## Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
39	PCCO#001								
39.1	PCO#001								
39.1.1	01.OTH General Requirements.Other Owner Savings	\$(37,183.32)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$(37,183.32)	\$0.00
TOTALS:		\$(37,183.32)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$(37,183.32)	\$0.00

## Grand Totals

Grand Totals									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$490,644.53	\$490,644.53	\$0.00	\$0.00	\$490,644.53	100.00%	\$0.00	\$0.00

**Waiver and Release Upon Final Payment**

# CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

Bond No. 21BCSIT1380

TO OWNER:  
*(Name and address)*

The School Board of Hernando County  
8016 Mobley Road  
Brooksville, FL 34601

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
*(Name and address)*

CONTRACT DATED: July 20, 2021

Cooler/Freezer Kitchen Addition & Remodel - Eastside Elementary School

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06155-0001

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Lego Construction Co.  
1011 Sunnybrook Rd., Ste. 905  
Miami, FL 33136

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
*(Insert name and address of Owner)*

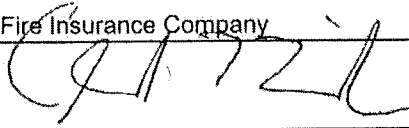
The School Board of Hernando County  
8016 Mobley Road  
Brooksville, FL 34601

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 10, 2023  
*(Insert in writing the month followed by the numeric date and year.)*

Hartford Fire Insurance Company  
*(Surety)*

By:   
*(Signature of authorized representative)*

Charles J. Nielson Attorney-in-Fact  
*(Printed name and title)*  
Surety Phone No. 860-547-5000

Attest:  
(Seal):   
Alicia James

G707—1994



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[bond.claims@thehartford.com](mailto:bond.claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-229752

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Charles J. Nielson, Mary C. Aceves, Charles D. Nielson, Joseph Perichet Nielson, David R. Hoover  
of  
Miami Lakes, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on March 1, 2016 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of April, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko  
Notary Public

My Commission Expires March 31, 2023

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 10, 2023.  
Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

## Contractors' Warranty

I, Luis Garcia is duly authorized representative of **LEGO Construction CO**, being its President/Qualifier and as such as full authority to execute this Contractor's warranty. That said Contractor has performed certain work for **Hernando County School District, PO. [2042200131] East Side Elementary School**; that said work has now been completed by Contractor in its entirety.

The Contractor does hereby warrants for One (1) year from Final Acceptance Date **August 10th, 2022** that all labor and material furnished, supplied and performed with respect to the said project in strict accordance with the contract documents.

Should any defects develop in the work for a period of One year as required by the contract documents, all from the date of final acceptance of the project by the owner, due to improper materials or workmanship, **LEGO Construction CO** warrants and covenants that promptly upon notice from the owner.

For: **Hernando County School District**  
 8016 Mobley Road,  
 Brooksville, FL 34601

Project: Project Name: East Side Elementary School  
Project Address: 27151 Roper Rd, Brooksville, FL 34602  
PO Number: 1902200026

Commencing on: **August 10<sup>th</sup> 2022**

Terminating on: **August 9<sup>th</sup> 2023**

Signature  
 Luis Garcia

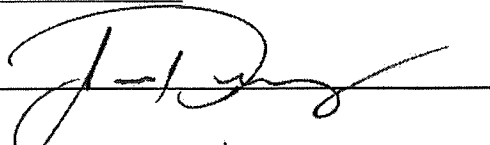
STATE OF FLORIDA  
 COUNTY OF MIAMI-DADE



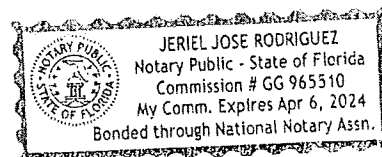
The foregoing instrument was acknowledged before me this 16 day of January, of 2023 by Luis Garcia on behalf of LEGO Construction Co ( X ) who is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

Notary Signature:

Type or Print Name:



Jeriel Rodriguez





Project Name: Eastside Elementary School  
Address: 27151 Roper Rd.  
Brooksville, Florida 34602  
Contractor: LEGO Construction Company  
Worked Performed: **Interior Painting**

We guarantee that all phases of the work under the Contract plans and specifications for the above Project to be free from defects of materials and workmanship for a period of One (1) years and shall commence on the Date of Substantial Completion of the above Project. This date has been established as August 8, 2022

All defects occurring within that period shall be replaced at no cost to the Owner. Where guarantees for longer periods than one year are specifically called for in any section of the specifications, such longer terms shall apply. Nothing in the above shall be deemed to imply that this guarantee shall apply to work which has been abused or neglected by the Owner, or due to normal wear.

Per the Contract Documents, including but not limited to the Contract between the Owner and Contractor and its general, special and supplementary conditions, all drawings, all specifications and addenda, and in accordance with the terms and conditions of the Subcontract, C&C Painting Contractors, Inc., hereby warrants all material and workmanship for the period or periods of time prescribed by the above –described Contract Documents and/or the Subcontract, or law, whichever is longer. Nothing in the warranty letter shall limit, modify or abridge and applied or express warranties created by law or contract.

C&C PAINTING CONTRACTORS, INC

*Firm Name*

  
*Signature*

CARLOS CUBAS, PRESIDENT

*Name of signature and title*

08/10/2022

*Date*

# ELECTRICAL SOLUTIONS GROUP

5801 Benjamin Center Drive  
Suite 106  
Tampa, FL 33634

Ph: 813-443-8400  
Fax: 813-243-4405  
www.esgtampa.com

EC13004415

August 8<sup>th</sup>, 2022

Lego Construction Co.  
1011 Sunnybrook Rd. Suite 905  
Miami, Florida 33136

**RE: Eastside Elementary School Kitchen Addition & Remodel At Building # 6**

**Scope of warranty – Electrical installation.**

## **Subject: Project Warranty**

The Electrical Installation for the above-mentioned project was complete on August 8th, 2022 per our records. As of this date, construction is sufficiently complete to allow the system to perform the functions for which it is intended. Our warranty is in effect for a one-year period from the date of completion. Unless we are advised in writing of conditions to the contrary, we consider our warranty for this project to be in effect.

The general terms of our warranty are as follows:

1. Electrical Solutions Group is responsible for repair or replacement of any defective equipment or workmanship.
2. Owner is responsible for preventive maintenance, inspections, calibration, and other general maintenance tasks.
3. Electrical Solutions Group excludes from the warranty the replacement of lamps and consumable equipment.
4. Warranty work will be performed during regular working hours, and is subject to availability of personnel on a first call first response basis.
5. Electrical Solutions Group is not responsible for warranty coverage on any equipment repaired by others, abused, altered, misused, damaged by fire, flood, or act of God, or which has not been reasonably and properly maintained.
6. A service call is billable to the Owner if the problem is determined to be outside the scope of warranty coverage, in which case a written description of the problem encountered and corrective work performed will be provided.

We thank you for selecting Electrical Solutions Group for this project. Please do not hesitate to contact us if you have any questions or concerns.

Sincerely,

Jerry Dohse  
President

---

## Subcontractor Warranty

**SWO#:** HES-RE22-CM-Eastside ES

**Subcontractor:** The Ford Design Group, LLC

**Project:** Eastside ES Kitchen Remodel (Hernando County School District)

August 11, 2022

The Ford Design Group, LLC, subcontractor for **Lego Construction Co.**, hereby warrants the labor and materials provided in conjunction to the above reference projects are in accordance with the contract document and will be free from defects due to defective materials or workmanship for a period of one year from the substantial completion date of: **August 3, 2022**

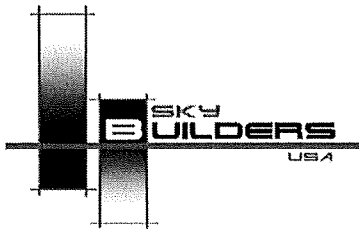
- ☐ Concrete and Masonry
- ☐ Soil Treatment
- ☐ Miscellaneous Fabricated Metals

Should any defect develop during the warranty period for improper/defective materials or workmanship provided by The Ford Design Group, LLC, and its affiliates, shall be made good by the undersigned at no expense to the owner.

*Carlton R. Freeman Jr.*

Shawn Ford / Carlton R. Freeman Jr.

The Ford Design Group, LLC.  
3735 S. Highway 27. Suite 105  
Clermont, Florida 34711



## WARRANTY / GUARANTY

**JOB NAME/ADDRESS:**

Eastside ES  
27151 Roper Rd Brooksville, FL 34602

**GENERAL CONTRACTOR**

LEGO Construction  
1011 SUNNYBROOK RD., SUITE 905  
MIAMI, FL 33136

## TO WHOM IT MAY CONCERN

**SkyBuilders USA** Hereby, warrants and guarantees , the above referenced project for labor and Material furnished for Framing, drywall, finish, ACT and Stucco. Scope of work on the above referenced project for a period of (1) One Year from date of substantial completion is August 3rd of 2022 , All warranty calls should be directed to:  
t

Juan Velez                      407-362-1870

Director Of Operations

Very Truly Yours,

Director of Operations

Title  
SkyBuilders USA.LLC  
40 W Crystal Lake St Suite 200  
Orlando, FL 32806

**The School District of Hernando County, Florida**  
 FACILITIES AND CONSTRUCTION DEPARTMENT  
 8016 Mobley Road  
 Brooksville, FL 34601  
 Phone: (352) 797-7050  
 Fax: (352) 797-7150



Learn it. Love it. Live it.

Superintendent: John Stratton  
 Board Chairperson: Gus Guadagnino  
 Vice Chairperson: Susan Duval  
 Board Members:  
 Mark Johnson  
 Linda K. Prescott  
 Shannon Rodriguez

## NOTICE OF FINAL SETTLEMENT

Project Title: Eastside Elementary School Cooler/Freezer Addition & Kitchen Remodel

Notice is hereby given that on 18<sup>th</sup> April, 2023 at 919 North Broad St. Brooksville, Florida, final settlement will be made pending any outstanding close outs procedures by the Hernando County School Board with Lego Construction Co., 1011 Sunnybrook Road Suite.905, Miami, FL 33136 hereinafter called the "CONTRACTOR", for and on account of the contract for the construction of a PROJECT as referenced above.

1. Any person, co-partnership, association or corporation who has an unpaid claim against the said project , for or on account of the furnishing of labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools or equipment and other supplies used or consumed by such Contractor or any of his subcontractors in or about the performance of said work, may at any time up to and including said time of such final settlement, file a verified statement of the amount due and unpaid account of such claim.
2. All such claims shall be filed with the Facilities Support Operations for the district.
3. Failure on the part of a creditor to file such statement prior to such final settlement will relieve the Hernando County School Board from any and all liability for such item.

### Authorized Facility Manager

Name: Richard Oakley  
 Approval Date: 04/18//2023  
 Agency: HCSB Facilities Operations  
 Phone: (352) 797-7050  
 Email: oakley\_r@hcsb.k12.fl.us



# RELEASE OF LIEN



## EXHIBIT K

Waiver and Release Upon Final Payment

State of Florida )  
 County of Pasco )

The undersigned, in consideration of the sum of \$ 2,850.<sup>00</sup> and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of August 5, 2022 ("Through Date") as well as releases any and all claims against LEGO CONSTRUCTION COMPANY or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed above. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents. This release does not release rights to contractual retainage, if any, or lien/bond rights after the Through Date.

"Property:" East Side Elementary School  
27151 Roper Rd, Brooksville, FL 34602

Skyline Services LLC  
 Subcontractor or Supplier

27251 Wesley Chapel Blvd Wesley Chapel FL 33544  
 Address

[Signature]  
 Signature

Ray Warren  
 Print Name

President  
 Title

Sworn to and subscribed before me this 5<sup>th</sup> day of August, 2022, by Raymond Warren

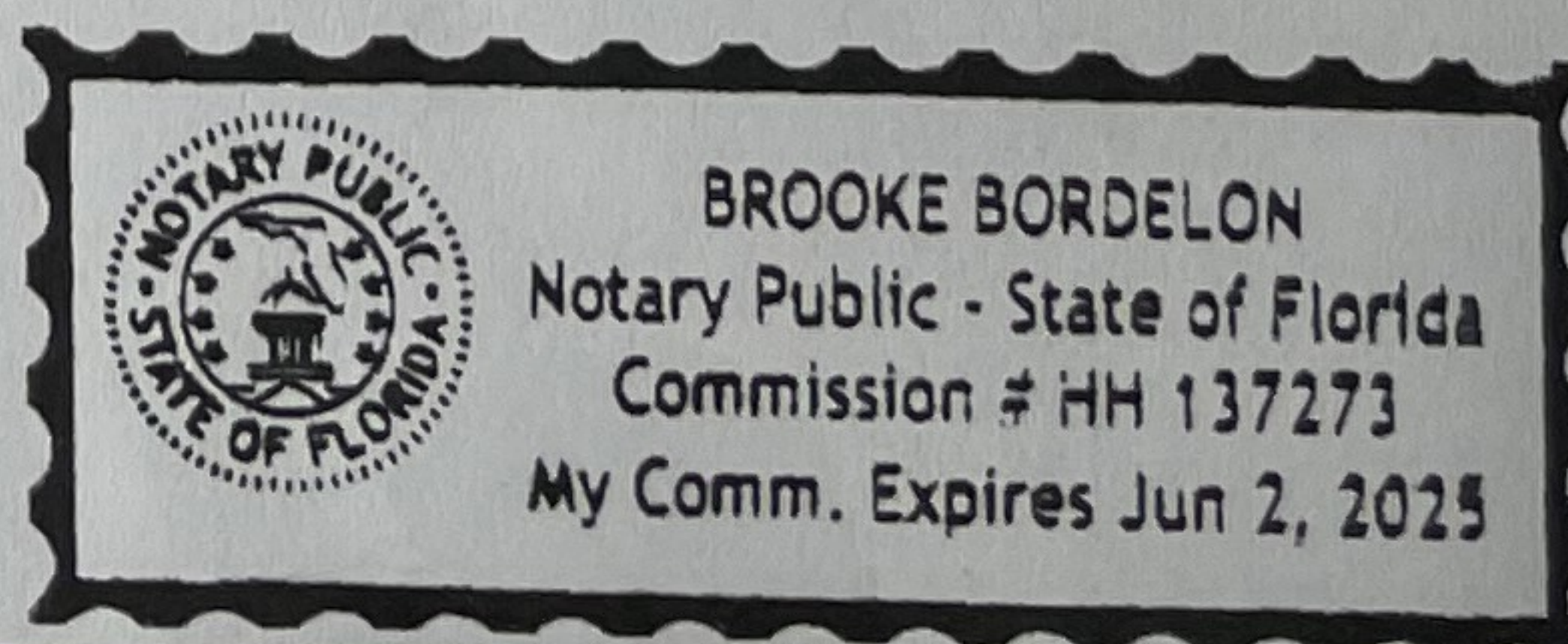
Personally Known      OR Produced Identification ✓

Type of Identification Produced Drivers license

[Signature]

Signature of Notary Public - State of Florida

Print or Stamp Commissioned Name of Notary Public





## EXHIBIT K

**Waiver and Release Upon Progress Payment**

State of Florida

County of Hernando )

The undersigned, in consideration of the sum of \$ 5600.00 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of Aug. 7, 2022 ("Through Date") as well as releases any and all claims against LEGO CONSTRUCTION COMPANY or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed above. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents. This release does not release rights to contractual retainage, if any, or lien/bond rights after the Through Date.

"Property:"

East Side Elementary School27151 Roper Rd, Brooksville, FL 34602

Brandywines cleaning & Home Services LLC  
Subcontractor or Supplier

3331 Guaya lane  
Address

[Signature]  
Signature

Brandy Breeden  
Print Name

Owner  
Title

Sworn to and subscribed before me this 12 day of August, 2022, by Brandy Breeden

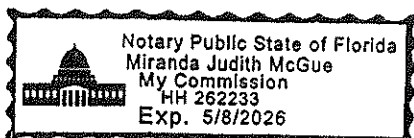
Personally Known      OR Produced Identification X

Type of Identification Produced drivers license

[Signature]

Signature of Notary Public - State of Florida

Print or Stamp Commissioned Name of Notary Public



## EXHIBIT K-I

**Waiver and Release Upon Final Payment**

State of Florida )  
 County of Hillsborough )

The undersigned, in consideration of the sum of \$ 4521.30 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums due for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of execution below as well as releases any and all claims against LEGO CONSTRUCTION COMPANY or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed below. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents.

"Property:"

27151 Roper Rd  
Brooksville, FL 34602

Electrical Solutions Group  
 Subcontractor or Supplier

5801 Benjamin Center Drive # 1006 Tampa, FL 33634  
 Address

Signature

ADAM TRIPADO  
 Print Name

Title

PROJECT MANAGER

Sworn to and subscribed before me this 9 day of September 2022 by \_\_\_\_\_.

Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Reba Carlene Schell  
 Signature of Notary Public - State of Florida



REBA CARLENE SCHELL  
 Commission # GG 981728  
 Expires August 24, 2024  
 Bonded Thru Budget Notary Services

**WAIVER & RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of **\$10.00**, hereby waives and releases its lien and right to claim a lien of labor, services and materials furnished to Electrical Solutions Group, Inc. on the job of EASTSIDE ELEMENTARY SCHOOL JOB: 2022-0008 to the following described property:

Otherwise known as EASTSIDE ELEMENTARY SCHOOL JOB: 2022-0008  
Located at: BROOKSVILLE, FL

Dated: 09/09/2022

Lienor's Name: GRAYBAR  
PO BOX 403062  
ATLANTA, GA 30384

By: [Signature]

Name: Hector Berroteran

Title: Financial Manager

State of Florida

County of: Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September, 2022 by

HECTOR BERROTERAN (name of person making statement), who took an oath.

Signature of Notary Public-State of Florida

Print, type or stamp name of notary public:



☒ Personally known OR ☐ Produced Identification Type of identification produced:

*Note: this is a statutory form prescribed by Section 713.20, Florida Statutes (1996).  
Effective October 1, 1996, a person may not require a lienor to furnish a waiver or  
release of lien that is different from the statutory form.*

2022-0008 ESG



## EXHIBIT K

**Waiver and Release Upon Progress Payment**

State of Florida )  
 County of Hernando )

The undersigned, in consideration of the sum of \$ 3,500<sup>00</sup> and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of \_\_\_\_\_ ("Through Date") as well as releases any and all claims against LEGO CONSTRUCTION COMPANY or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed above. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents. This release does not release rights to contractual retainage, if any, or lien/bond rights after the Through Date.

"Property:"

**East Side Elementary School**

**27151 Roper Rd, Brooksville, FL 34602**

Industrial Welding and Maintenance  
 Subcontractor or Supplier

PO Box 10358 Brooksville, FL 34603  
 Address

Rebecca LeMaster  
 Signature

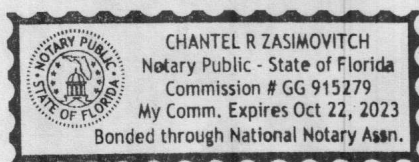
Rebecca LeMaster  
 Print Name

Owner  
 Title

Sworn to and subscribed before me this 2 day of September, 2022, by REBECCA LEMASTER.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced FLDL



Chantel R. Zimovitch  
 Signature of Notary Public - State of Florida

Print or Stamp Commissioned Name of Notary Public

EXHIBIT K

**Waiver and Release Upon Final Payment**

State of Florida )  
County of manatee )

The undersigned, in consideration of the sum of \$ 195.00 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of 8-30-22 ("Through Date") as well as releases any and all claims against LEGO CONSTRUCTION COMPANY or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed above. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents. This release does not release rights to contractual retainage, if any, or lien/bond rights after the Through Date.

"Property:" East Side Elementary School  
27151 Roper Rd, Brooksville, FL 34602

Pedeye Door Specialists  
Subcontractor or Supplier

5326 26th St. W Bradenton  
Address

Deborah Brunath  
Signature

Deborah Brunath  
Print Name

office manager  
Title

Sworn to and subscribed before me this 8 day of August, 2022, by Deborah Brunath  
Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Eileen M. Donahue

Signature of Notary Public - State of Florida

Print or Stamp Commissioned Name of Notary Public

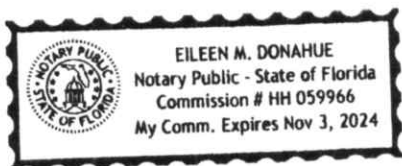




EXHIBIT K

**Waiver and Release Upon Final Payment**

State of Florida )  
County of manatee )

The undersigned, in consideration of the sum of \$ 195.00 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of 8-30-22 ("Through Date") as well as releases any and all claims against LEGO CONSTRUCTION COMPANY or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed above. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents. This release does not release rights to contractual retainage, if any, or lien/bond rights after the Through Date.

"Property:" East Side Elementary School  
27151 Roper Rd, Brooksville, FL 34602

Pedeye Door Specialists  
Subcontractor or Supplier

5326 26th St. W Bradenton  
Address

Deborah Brunath  
Signature

Deborah Brunath  
Print Name

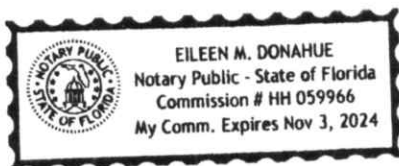
office manager  
Title

Sworn to and subscribed before me this 8 day of August, 2022, by Deborah Brunath  
Personally Known ☒ OR Produced Identification ☐  
Type of Identification Produced \_\_\_\_\_

Eileen M. Donahue

Signature of Notary Public - State of Florida

Print or Stamp Commissioned Name of Notary Public



A. Item Currently Budgeted -										
Eastside Elementary Kitchen Expansion-Cooler Replacement Project (Half-Cent Fund)										
Account Name	3983E		7400		6800		0171		M1990	
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
\$ 227,827.85		\$ (37,183.32)		\$ (166,112.29)		\$ 24,532.24		\$ 0.00		\$ 0.00

Food Service Funds										
Account Name	4110E		7600		6800		0171		00100	
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
\$ 300,000.00		\$ 0.00		\$ 300,000.00		\$ 0.00		\$ 0.00		\$ 0.00

B. Item Currently Not Budgeted -**										
Funding Source										
Account Name										
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project				
Amount \$										

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

C. History									
Check one:									
Prior Year Budget: <input checked="" type="radio"/>									
New for Current Year: <input type="radio"/>									
Prior Year Approved Budget:	\$	527,827.85							
Prior Year Actual Spent:	\$	466,112.29							

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



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 18. 23-1395**

5/9/2023

---

**Title and Board Action Requested**

Approve the Closeout/Final Acceptance to the Contract with Lego Construction Co., for the Westside Elementary School Cooler/Freezer Addition & Remodel, and Authorize Final Payment in the Amount of \$19,877.83.

**Executive Summary**

The Director of Facilities and Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the Closeout/Final Acceptance to the Contract with Lego Construction Co., for the Westside Elementary School Cooler/Freezer Addition & Remodel, and Authorize Final Payment in the Amount of \$19,877.83.

The original contract sum was \$436,392.89, of which \$377,678.52 has been paid to date, leaving a balance of \$58,714.37. Change Order 001 returns to the School Board \$38,836.54. The final payment due to the Contractor, therefore, is \$19,877.83.

**My Contact**

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

**2018-23 Strategic Focus Area**

Pillar 3: Facility Operations

**Financial Impact**

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.

**In accordance with Section 111.5 of the Florida Building Code, and as indicated below by the Building Code Official and Fire/Safety Official, the project is hereby certified to be complete.**

I have inspected the project and, in my considered professional opinion, the work required by the Construction Contract has been completed in accordance with approved Contract Documents, Florida Statutes, and the Florida Building Code.

Signature/Seal: [Signature] Date: 4/17/23

Firm Name: Hoffman Architects, P.A.

Address: 29 W. Orange Tarpon Springs FL 34689  
Street City State Zip

1. TYPE OF PROJECT:  
☐ New Facility ☒ Addition  
☒ Remodeling ☐ Renovation  
☐ Other \_\_\_\_\_

2. COMPLETED FACILITY SPACE CHART HAS BEEN FILED WITH THE DISTRICT:  
☒ Yes ☐ No ☐ N/A If "No", explain: \_\_\_\_\_

3. OCCUPANCY DATE: August 10, 2022

4. COMPLETION DATE: April 17, 2023  
 (enter the date that all contractual work, including close out requirements are complete)

I have inspected the project and, in my considered opinion, the work is in compliance with applicable statutes, rules and codes.

Name (type/print) Please see attachment License # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(☐ Building Official ☐ Certified Inspector)

I have inspected the project and, in my considered opinion, the work is in compliance with applicable statutes, rules and codes.		
Name (type/print)	<u>Please see attachment</u>	License # _____ Expiration Date _____
Signature: _____	Date: _____	
(Fire / Safety Inspector)		

Upon the recommendation and Certification of the Design Professional in Section A above, and in accordance with Chapter 1013, F.S., the above referenced project is ACCEPTED by the Owner.

Name (type or print): \_\_\_\_\_

Signature of Designee: Richard Oakley Date: 4/18/23

Hernando County School Board



# CERTIFICATE OF COMPLETION

For each completed project, submit one copy for the project permit file and one copy to the cost center Administrator.

**Date:** 01/10/2023

**Location:** WESTSIDE ELEMENTARY

**HIGH** BMPEL-063-22-WES

**Project :** KITCHEN FREEZER – COOLER RENOVATION

## BUILDING CODE ADMINISTRATOR

In accordance with Section 106.2, Florida Building Code, and upon recommendation of the Building Code Administrator and Safety Inspector as stated below, the project is complete.

**Signature:** [Signature]  
☒ Building Official ☐ Designee

**Date:** 1/10/2023

**License # / Expiration Date:** BU1294 EX 11/30/2023

## FIRE / SAFETY INSPECTOR CERTIFICATION

I have inspected the project and, to the best of my knowledge and ability, I have determined that the safety systems are working satisfactorily; the facility is in compliance with statutes, rules and codes affecting the health and safety of its occupants.

### Fire / Safety Inspector:

William L Hall

**Name (Type or Print)**

143319

**License #**

**Signature:** [Signature]

**Date:** 1/17/23





**HERNANDO COUNTY SCHOOL DISTRICT  
FACILITIES AND CONSTRUCTION**

**NOTICE OF FINAL ACCEPTANCE**

Date of Notice of Acceptance: April 18th, 2023

Project Name: Westside Elementary School Cooler/Freezer Addition and Kitchen Remodel

TO: Lego Construction Co.  
1011 Sunnybrook Road Suite. 905  
Miami, Florida, 33136

Notice is hereby given that the Hernando County School Board, acting by and through the Facilities Support Operations Division, accepts as complete\* the above numbered project.

**Richard Oakley  
Facilities & Construction Project Manager  
(Authorized Delegate)**

\*When completely executed, this form is to be sent by email to the Contractor by the Principal Representative or delivered by any other means to which the parties agree.



# Document G701® – 2017

## Change Order

<b>PROJECT: (Name and address)</b> Westside Elementary School: Kitchen 5400 Applegate Dr, Spring Hill, FL 34606	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: May 19, 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001 Date: April 17, 2023
<b>OWNER: (Name and address)</b> Hernando County School District 919 N. Broad St. Brooksville, FL 34601	<b>ARCHITECT: (Name and address)</b> Hoffman Architects, P.A. 29 W. Orange St. Tarpon Springs, FL 34689	<b>CONTRACTOR: (Name and address)</b> LEGO Construction Company 1011 Sunnybrook Rd., Suite 905 Miami, FL 33136

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

#### Owner Savings

The original Guaranteed Maximum Price was	\$ 436,392.89
The net change by previously authorized Change Orders	\$ 0.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 436,392.89
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	\$ 38,836.54
The new Guaranteed Maximum Price including this Change Order will be	\$ 397,556.35

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be August 10, 2022

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Hoffman Architects, P.A.

ARCHITECT (Firm name)

SIGNATURE

Todd Willsie, Studio Director

PRINTED NAME AND TITLE

4/17/23

DATE

LEGO Construction Company

CONTRACTOR (Firm name)

SIGNATURE

Terrel Rodriguez - General Manager

PRINTED NAME AND TITLE

4/17/2023

DATE

Hernando County School district

OWNER (Firm name)

SIGNATURE

Richard Oakley - Project Manager

PRINTED NAME AND TITLE

4/20/23

DATE



## APPLICATION AND CERTIFICATE FOR PAYMENT

## DOCUMENT SUMMARY SHEET

Page 1 of 4

## TO OWNER/CLIENT:

Hernando County School District  
8016 Mobley Road  
Brooksville, Florida 34601

## PROJECT:

HES-RE22-CM-Westside ES  
5400 Applegate Dr.  
Spring Hill, Florida 34606

## APPLICATION NO: 4

INVOICE NO: 4

PERIOD: 11/01/22 - 11/30/22

PROJECT NO: 258B1

## FROM CONTRACTOR:

LEGO Construction Co  
1011 Sunnybrook Road Suite 805  
Miami, Florida 33136

## VIA ARCHITECT/ENGINEER:

Todd Willsie (Hoffman Architects)

## CONTRACT DATE:

PO# 1902200025

## CONTRACT FOR: HES-RE22-CM-Westside ES Prime Contract

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$436,392.89
2. Net change by change orders	\$(38,836.54)
3. Contract Sum to date (Line 1 ± 2)	\$397,556.35
4. Total completed and stored to date (Column G on detail sheet)	\$397,556.35
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$397,556.35
7. Less previous certificates for payment (Line 6 from prior certificate)	\$377,678.52
8. Current payment due:	\$19,877.83
9. Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$(38,836.54)
Totals:	\$0.00	\$(38,836.54)
Net change by change orders:	\$(38,836.54)	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: LEGO Construction Co

By: 

Date: 12/12/2022

State of: FL

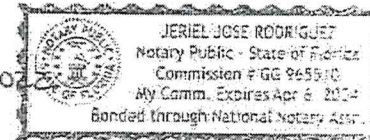
County of: Orange

Subscribed and sworn to before

me this 12 day of Dec 2022

Notary Public:

My commission expires:



## ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$19,877.83

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: 

Date: 1-18-23

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
 Contractor's signed Certification is attached.  
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4

APPLICATION DATE: 12/1/2022

PERIOD: 11/01/22 - 11/30/22

## Contract Lines

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01-4100.OTH Mobilization	Mobilization	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$0.00
2	01-4500.MAT Project Supplies	Project Supplies	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
3	01-8750.OTH Reprographic Services	Reprographic Services	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
4	01-0500.LAB Project Executive.Labor	Project Executive	\$5,600.00	\$5,600.00	\$0.00	\$0.00	\$5,600.00	100.00%	\$0.00	\$0.00
5	01-1000.LAB Project Manager.Labor	Project Manager	\$21,250.00	\$21,250.00	\$0.00	\$0.00	\$21,250.00	100.00%	\$0.00	\$0.00
6	01-2000.LAB Superintendent.Labor	Superintendent	\$32,300.00	\$32,300.00	\$0.00	\$0.00	\$32,300.00	100.00%	\$0.00	\$0.00
7	01-1500.LAB Project Engineer.Labor	Project Engineer/ Admin	\$2,600.00	\$2,600.00	\$0.00	\$0.00	\$2,600.00	100.00%	\$0.00	\$0.00
8	01-2300.MAT Safety Manager.Materials	Safety Supplies	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$0.00
9	01-8750.MAT Blue prints & reprographics.Materials	As-Builts and Close out	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00
10	01-8500.REQ Dumpster.Rented Equipment	Dumpster	\$3,600.00	\$3,600.00	\$0.00	\$0.00	\$3,600.00	100.00%	\$0.00	\$0.00
11	01-4000.REQ Temporary Office.Rented Equipment	Office trailer including power	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
12	01-5000.REQ Sanitary Facilities.Rented Equipment	Portable Toilets	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
13	01-3000.LAB General Labor.Labor	General Labor	\$3,200.00	\$3,200.00	\$0.00	\$0.00	\$3,200.00	100.00%	\$0.00	\$0.00
14	01-6000.SUB Temporary Fence.Subcontractors	Temp Fence	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$0.00
15	02-1000.SUB Demolition.Subcontractors	Demolition	\$30,887.89	\$30,887.89	\$0.00	\$0.00	\$30,887.89	100.00%	\$0.00	\$0.00
16	02-9000.SUB Utility Location/GPR.Subcontractors	GPRS Scan	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00
17	02-3500.SUB Termite Control.Subcontractors	Termite	\$450.00	\$450.00	\$0.00	\$0.00	\$450.00	100.00%	\$0.00	\$0.00
18	02-0500.SUB Fence.Subcontractors	Fence	\$10,000.00	\$4,579.00	\$5,421.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
19	02-4500.SUB Site & Drainage & Grading.Subcontractors	Storage area restoration	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$0.00
20	02-0000.SUB General.Subcontractors	Allowance for Freezer door Threshold	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$0.00
21	03-1000.SUB Concrete Reinforcement.Subcontractors	CMU & Concrete	\$52,737.00	\$52,737.00	\$0.00	\$0.00	\$52,737.00	100.00%	\$0.00	\$0.00
22	05-1000.SUB Metals.Subcontractors	Structural Steel	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$0.00
23	07-2000.SUB Roofing.Subcontractors	Roofing	\$3,840.00	\$3,840.00	\$0.00	\$0.00	\$3,840.00	100.00%	\$0.00	\$0.00
24	08-1000.SUB Doors and Hardware.Subcontractors	Doors Labor	\$190.00	\$190.00	\$0.00	\$0.00	\$190.00	100.00%	\$0.00	\$0.00
25	08-1000.SUB Doors and Hardware.Subcontractors	Door Material	\$2,191.91	\$2,191.91	\$0.00	\$0.00	\$2,191.91	100.00%	\$0.00	\$0.00
26	09-3000.SUB Drywall and Finish.Subcontractors	Drywall and Stucco	\$17,260.22	\$17,260.22	\$0.00	\$0.00	\$17,260.22	100.00%	\$0.00	\$0.00
27	09-2000.SUB Flooring.Subcontractors	Flooring	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100.00%	\$0.00	\$0.00
28	09-4000.SUB Paint.Subcontractors	Painting	\$5,285.00	\$5,285.00	\$0.00	\$0.00	\$5,285.00	100.00%	\$0.00	\$0.00
29	23-1000.SUB HVAC and Mechanical.Subcontractors	HVAC	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	100.00%	\$0.00	\$0.00
30	23-1000.SUB HVAC and Mechanical.Subcontractors	EMS allowance	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$0.00
31	26-1000.SUB Electrical.Subcontractors	Electrical	\$33,231.00	\$33,231.00	\$0.00	\$0.00	\$33,231.00	100.00%	\$0.00	\$0.00
32	50-0000.SUB GC Fee.Subcontractors	GC Fee	\$28,409.84	\$28,409.84	\$0.00	\$0.00	\$28,409.84	100.00%	\$0.00	\$0.00
33	01-9010.SUB Insurance-G/L.Subcontractors	Insurance	\$4,602.39	\$4,602.39	\$0.00	\$0.00	\$4,602.39	100.00%	\$0.00	\$0.00
34	01-9049.SUB Insurance-Builders Risk.Subcontractors	Builders Risk	\$3,881.35	\$693.82	\$3,187.53	\$0.00	\$3,881.35	100.00%	\$0.00	\$0.00
35	01-9000.SUB P&P Bond.Subcontractors	Bond	\$4,704.21	\$4,080.00	\$624.21	\$0.00	\$4,704.21	100.00%	\$0.00	\$0.00
36	01-0000.OTH General.Other	Price Escalation and Contengency	\$39,672.08	\$15,068.28	\$24,603.80	\$0.00	\$39,672.08	100.00%	\$0.00	\$0.00
TOTALS:			\$436,392.89	\$397,556.35	\$38,836.54	\$0.00	\$436,392.89	100.00%	\$0.00	\$0.00

## Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
37	PCCO#001								
37.1	PCO#001								
37.1.1	01.OTH General Requirements.Other Owner Savings	\$(38,836.54)	\$0.00	\$(38,836.54)	\$0.00	\$(38,836.54)	100.00%	\$0.00	\$0.00
TOTALS:		\$(38,836.54)	\$0.00	\$(38,836.54)	\$0.00	\$(38,836.54)	100.00%	\$0.00	\$0.00

## Grand Totals

Grand Totals									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$397,556.35	\$397,556.35	\$0.00	\$0.00	\$397,556.35	100.00%	\$0.00	\$0.00

## Waiver and Release Upon Final Payment

### Waiver and Release Upon Final Payment

State of Florida                     )  
County of Orange                     )

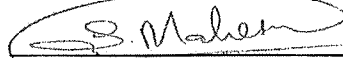
The undersigned, in consideration of the sum of \$19,877.83 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums due for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of execution below as well as releases any and all claims against **Hernando County School District** or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed below. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents.

"Property:"     West Side Elementary School: Kitchen

5400 Applegate Dr. Spring hill, FL 34606

LEGO Construction Company  
Contractor or Supplier

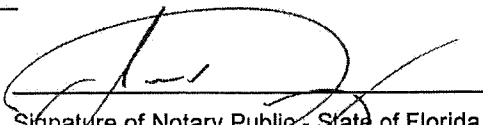
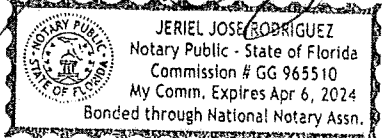
1011 Sunnybrook Bd Suite 905, Miami, FL 33136  
Address

  
Signature

Mahesh Sankaraseethy  
Print Name

Project Manager  
Title

Sworn to and subscribed before me this 12 day of December, 2022 by Mahesh Sankaraseethy  
Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

  
Signature of Notary Public - State of Florida  




MBE (Minority Business Enterprise) - School Board of Broward County  
MBE (Minority Business Enterprise) - Miami-Dade County Public Schools  
SBE (Small Business Enterprise) - Miami-Dade County Public Schools  
HUBZone - SBA U.S. Small Business Administration  
B(a) Certified Firm - SBA U.S. Small Business Administration  
DBE (Disadvantaged Business Enterprise)  
SBE (Small Business Enterprise) and Section 3 - Miami-Dade County  
Florida State Certified General Contractor

## Contractors' Warranty

I, Luis Garcia is duly authorized representative of **LEGO Construction CO**, being its President/Qualifier and as such as full authority to execute this Contractor's warranty. That said Contractor has performed certain work for **Hernando County School District, PO. 1902200025 West Side Elementary School**; that said work has now been completed by Contractor in its entirety.

The Contractor does hereby warrants for One (1) year from Final Acceptance Date **August 10th, 2022** that all labor and material furnished, supplied and performed with respect to the said project in strict accordance with the contract documents.

Should any defects develop in the work for a period of One year as required by the contract documents, all from the date of final acceptance of the project by the owner, due to improper materials or workmanship, **LEGO Construction CO** warrants and covenants that promptly upon notice from the owner.

For: Hernando County School District  
8016 Mobley Road,  
Brooksville, FL 34601

Project: Project Name: West Side Elementary School  
Project Address: 5400 Applegate Dr, Springhill, FL 34606  
PO Number: 1902200025

Commencing on: **August 10<sup>th</sup> 2022**

Terminating on: **August 9<sup>th</sup> 2023**

Signature  
Luis Garcia



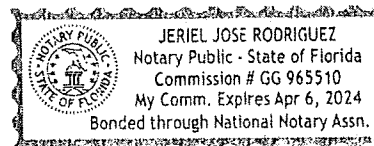
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16 day of January, of 2023 by Luis Garcia on behalf of LEGO Construction Co ( X ) who is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

Notary Signature:

Type or Print Name:

Jeriel Rodriguez



# CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

Bond No. 21BCSIT1381

TO OWNER:  
*(Name and address)*

The School Board of Hernando County  
8016 Mobley Road  
Brooksville, FL 34601

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
*(Name and address)*

CONTRACT DATED: June 29, 2021

Cooler/Freezer Kitchen Addition & Remodel - Westside Elementary School

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06155-0001

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Lego Construction Co.  
1011 Sunnybrook Rd., Ste. 905  
Miami, FL 33136

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
*(Insert name and address of Owner)*

The School Board of Hernando County  
8016 Mobley Road  
Brooksville, FL 34601

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 10, 2023  
*(Insert in writing the month followed by the numeric date and year.)*

Hartford Fire Insurance Company  
*(Surety)*

By:

*(Signature of authorized representative)*

Charles J. Nielson Attorney-in-Fact

*(Printed name and title)*

Surety Phone No. 860-547-5000

Attest:  
*(Seal):*

Alicia James

G707—1994



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[bond.claims@thehartford.com](mailto:bond.claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-229752

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Charles J. Nielson, Mary C. Aceves, Charles D. Nielson, Joseph Penichet Nielson, David R. Hoover  
of

Miami Lakes, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on March 1, 2016 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of April, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Nora M. Stranko*

Nora M. Stranko  
Notary Public

My Commission Expires March 31, 2023

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 10, 2023.

Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

## APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONTRACTOR:

**LEGO CONSTRUCTION COMPANY**  
**1011 SUNNYBROOK ROAD SUITE 905**  
**MIAMI, FL 33136**

PROJECT NAME: WESTSIDE ELEMENTARY SCHOOL

PAGE 1 OF 2

PROJECT NUMBER: 2022-0007

APPLICATION NO:

RETAINAGE

FROM SUBCONTRACTOR:

**ELECTRICAL SOLUTIONS GROUP, INC.**  
**5801 BENJAMIN CENTER DRIVE # 106**  
**TAMPA, FL 33634**

PROJECT AGREEMENT NUMBER: \_\_\_\_\_

PERIOD TO:

FINAL

## SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 33,231.00
2. Net change by Change Orders \$ 2,479.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 35,710.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 35,710.00
5. RETAINAGE:
10. % of Completed Work \_\_\_\_\_
- (Column D + E on G703)
10. % of Stored Material 0
- (Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 35,710.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 32,139.00
8. CURRENT PAYMENT DUE \$ 3,571.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

## CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ELECTRICAL SOLUTIONS GROUP, INC. relating to the above referenced project. I also certify that all laborers, materialmen, suppliers, contractors, and subcontractors used on or in connection with the performance of this contract have been paid in full, except as noted on the reversed side. I further certify that I have complied with all Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this request, the undersigned does hereby waive, release and relinquish any and all claims under any applicable surety bond, rights of lien upon the above premises, and causes of action which the undersigned may now have or hereafter acquire, including, but not limited to, those rights as contemplated by Chapters 255 and 731, Florida Statutes, except for the rights to the extent that payment is retained pursuant to written agreement or payment to become due for work performed subsequent to the date hereof.

SUBCONTRACTOR:

ELECTRICAL SOLUTIONS GROUP, INC.

By:

Date:

8/10/22

State of:

Florida

County of:

Hillsborough

Subscribed and sworn to before me this

10

day of

August 2022

Notary Public:

Reba Carlene Schell

My Commission expires:

8/24/2024

**REBA CARLENE SCHELL**  
 Commission # GG 981728  
 Expires August 24, 2024  
 Bonded Thru Budget Notary Services

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Subcontractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

SUBCONTRACTOR NAME: ELECTRICAL SOLUTIONS GROUP

APPLICATION NO: RETAINAGE

APPLICATION DATE: 8/10/2022

PERIOD TO: FINAL

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	ELECTRICAL	\$3,571.00		\$ 3,571.00					\$3,571.00
		\$3,571.00	\$0.00	\$3,571.00	\$0.00	\$0.00	0%	\$0.00	\$3,571.00

## EXHIBIT K-I

**Waiver and Release Upon Final Payment**

State of Florida )  
 County of Hillsborough )

The undersigned, in consideration of the sum of \$ 3571.00 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums due for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of execution below as well as releases any and all claims against LEGO CONSTRUCTION COMPANY or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed below. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents.

"Property:"

5400 Applegate Drive  
Spring Hill, FL 34606

Electrical Solutions Group  
 Subcontractor or Supplier  
5801 Benjamin Center Dr. #126  
Tampa, FL 33634  
 Address

Signature

Print Name

Title

Sworn to and subscribed before me this 9 day of September 2022 by Adam Tripeido

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

Signature of Notary Public - State of Florida



REBA CARLENE SCHELL  
 Commission # GG 981728  
 Expires August 24, 2024  
 Bonded Thru Budget Notary Services

**WAIVER & RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of **\$10.00**, hereby waives and releases its lien and right to claim a lien of labor, services and materials furnished to Electrical Solutions Group, Inc. on the job of WESTSIDE ELEMENTARY SCHOOL JOB: 2022-0007 to the following described property:

Otherwise known as WESTSIDE ELEMENTARY SCHOOL JOB: 2022-0007  
Located at: SPRING HILL, FL

Dated: 9/9/2022

Lienor's Name: GRAYBAR  
PO BOX 403062  
ATLANTA, GA 30384

By: [Signature]

Name: Hector Berroteran

Title: Financial Manager

State of Florida

County of: Hillsborough

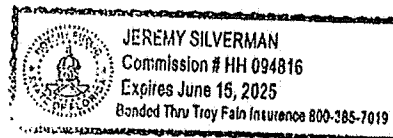
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐

online notarization, this 9 day of SEPTEMBER, 2022 by

Hector Berroteran (name of person making statement), who took an oath.

[Signature]  
Signature of Notary Public-State of Florida

Print, type or stamp name of notary public:



☒ Personally known OR ☐ Produced Identification Type of Identification produced:

*Note: this is a statutory form prescribed by Section 713.20, Florida Statutes (1996).  
Effective October 1, 1996, a person may not require a lienor to furnish a waiver or  
release of lien that is different from the statutory form.*

2022-0007 ESG

**WAIVER & RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of **\$10.00**, hereby waives and releases its lien and right to claim a lien of labor, services and materials furnished to Electrical Solutions Group, Inc. on the job of WESTSIDE ELEMENTARY SCHOOL JOB: 2022-0007 to the following described property:

Otherwise known as WESTSIDE ELEMENTARY SCHOOL JOB: 2022-0007  
Located at: SPRING HILL, FL

Dated: 7/9/22

Lienor's Name: Electric Supply  
PO Box 151657  
Tampa, FL 33614

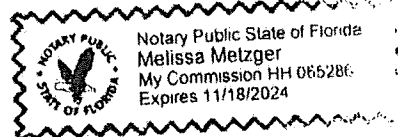
By: [Signature]  
Name: Jessica L. Turner  
Title: Credit Representative

State of Florida

County of Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 9<sup>th</sup> day of Sept, 2022 by  
Jessica L. Turner (name of person making statement), who took an oath.

[Signature]  
Signature of Notary Public-State of Florida



Print, type or stamp name of notary public:

☒ Personally known OR ☐ Produced Identification Type of identification produced:

*Note: this is a statutory form prescribed by Section 713.20, Florida Statutes (1996).  
Effective October 1, 1996, a person may not require a lienor to furnish a waiver or  
release of lien that is different from the statutory form.*

2022-0007 ESG

## APPLICATION AND CERTIFICATE FOR PAYMENT

## TO CONTRACTOR:

LEGO Construction Company  
1011 Sunnybrook Road Suite 905  
Miami, Florida 33136

## PROJECT:

HES-RE22-CM-Westside ES  
5400 Applegate Dr  
Spring Hill, Florida 34606

APPLICATION NO: 4

INVOICE NO: 4

PERIOD: 01/01/23 - 01/30/23

PROJECT NO: 258B1

CONTRACT NO: SC-258B1-001

CONTRACT DATE: 05/20/2022

CERTIFICATE DATE: 01/10/2023

SUBMITTED DATE:

## FROM SUBCONTRACTOR:

QUANTUM MECHANICAL, LLC  
1448 CUPCOY AVENUE  
JUPITER, Florida 33458

SUBCONTRACT FOR: HVAC Subcontractor

## SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum	\$80,000.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$80,000.00
4. Total completed and stored to date (Column G on detail sheet)	\$80,000.00
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$80,000.00
7. Less previous certificates for payment (Line 6 from prior certificate)	\$72,000.00
8. Current payment due:	\$8,000.00
9. Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: QUANTUM MECHANICAL, LLC

By: 

Date: 1/17/2023

State of: Florida

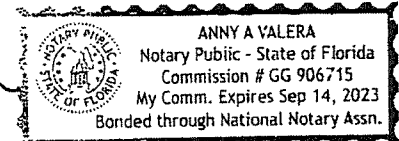
County of: Palm Beach

Subscribed and sworn to before

me this January day of 2023

Notary Public: Anny A Valera

My commission expires: 9/14/23





## Waiver and Release Upon Final Payment

### Waiver and Release Upon Final Payment

State of Florida

County of Palm Beach

The undersigned, in consideration of the sum of \$ 8,000.00 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums due for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of execution below as well as releases any and all claims against **LEGO CONSTRUCTION COMPANY** or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed below. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents.

"Property:"

HES-RE22-CM-Westside ES  
5400 Applegate Dr. Spring Hill, FL 34606

Quantum Mechanical  
Subcontractor or Supplier

2781 Vista Parkway, WPB, FL 33411  
Address

Signature

Patrick N. Gordon  
Print Name

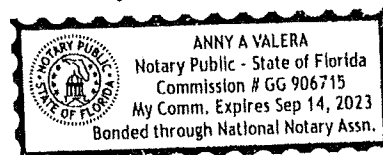
President  
Title

Sworn to and subscribed before me this 17<sup>th</sup> day of January, 2023, by Patrick N. Gordon

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

Anny Valera  
Signature of Notary Public - State of Florida



## TO CONTRACTOR:

LEGO Construction Company  
1011 Sunnybrook Road Suite 905  
Miami, Florida 33136

## PROJECT:

HES-RE22-CM-Westside ES  
5400 Applegate Dr  
Spring Hill, Florida 34606

APPLICATION NO: 1

INVOICE NO: 1

PERIOD: 06/01/22 - 06/30/22

PROJECT NO: 258B1

CONTRACT NO: PO-258B1-003

CONTRACT DATE:

CERTIFICATE DATE: 08/04/2022

SUBMITTED DATE: 07/31/2022

## FROM SUBCONTRACTOR:

1ST CHOICE DOOR & MILLWORK, INC.  
393 Enterprise St  
Ocoee, Florida 34761

SUBCONTRACT FOR: Door and Hardware

## SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum	\$1,684.55
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$1,684.55
4. Total completed and stored to date (Column G on detail sheet)	\$1,684.55
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$1,684.55
7. Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8. Current payment due:	\$1,684.55
9. Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: 1ST CHOICE DOOR &amp; MILLWORK, INC.

By: 

Date: 08/05/22

State of: Florida

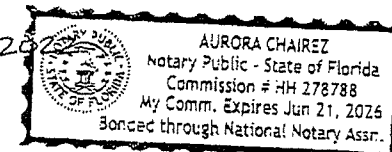
County of: orange

Subscribed and sworn to before

me this 5th day of August 2022

Notary Public: 

My commission expires: 6/21/26



CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

## EXHIBIT K

Waiver and Release Upon Final Payment

State of Florida )  
 County of Orange )

The undersigned, in consideration of the sum of \$ 1,684.55 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of 08/05/2022 ("Through Date") as well as releases any and all claims against LEGO CONSTRUCTION COMPANY or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed above. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents. This release does not release rights to contractual retainage, if any, or lien/bond rights after the Through Date.

"Property:"

West Side Elementary School

5400 Applegate Dr, Spring hill, FL 34606

1st Choice Door & Millwork, Inc.  
 Subcontractor or Supplier

393 Enterprise St., Ocoee, FL 34761  
 Address

[Signature]  
 Signature

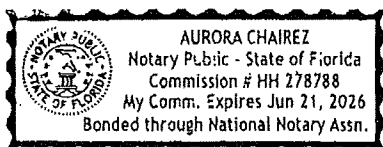
Christopher Lee  
 Print Name

President  
 Title

Sworn to and subscribed before me this 5th day of August, 2022, by Christopher Lee.

Personally Known ✓ OR Produced Identification       

Type of Identification Produced n/a



[Signature]

Signature of Notary Public - State of Florida

Print or Stamp Commissioned Name of Notary Public



Project Name: Westside Elementary School  
Address: 5400 Applegate Dr.  
Spring Hill, Florida 34606  
Contractor: LEGO Construction Company  
Worked Performed: Interior Painting

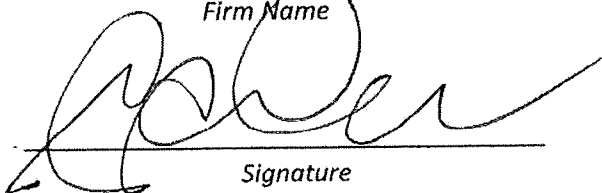
We guarantee that all phases of the work under the Contract plans and specifications for the above Project to be free from defects of materials and workmanship for a period of One (1) years and shall commence on the Date of Substantial Completion of the above Project. This date has been established as August 8, 2022

All defects occurring within that period shall be replaced at no cost to the Owner. Where guarantees for longer periods than one year are specifically called for in any section of the specifications, such longer terms shall apply. Nothing in the above shall be deemed to imply that this guarantee shall apply to work which has been abused or neglected by the Owner, or due to normal wear.

Per the Contract Documents, including but not limited to the Contract between the Owner and Contractor and its general, special and supplementary conditions, all drawings, all specifications and addenda, and in accordance with the terms and conditions of the Subcontract, C&C Painting Contractors, Inc., hereby warrants all material and workmanship for the period or periods of time prescribed by the above -described Contract Documents and/or the Subcontract, or law, whichever is longer. Nothing in the warranty letter shall limit, modify or abridge and applied or express warranties created by law or contract.

C&C PAINTING CONTRACTORS, INC

*Firm Name*

  
*Signature*

CARLOS CUBAS, PRESIDENT

*Name of signature and title*

08/10/2022

*Date*

# ELECTRICAL SOLUTIONS GROUP

5801 Benjamin Center Drive  
Suite 106  
Tampa, FL 33634

Ph: 813-443-8400  
Fax: 813-243-4405  
www.esgtampa.com

---

EC13004415

August 8<sup>th</sup>, 2022

Lego Construction Co.  
1011 Sunnybrook Rd. Suite 905  
Miami, Florida 33136

**RE: Westside Elementary School Kitchen Addition & Remodel At Building # 4**

**Scope of warranty – Electrical installation.**

**Subject: Project Warranty**

The Electrical Installation for the above-mentioned project was complete on August 8th, 2022 per our records. As of this date, construction is sufficiently complete to allow the system to perform the functions for which it is intended. Our warranty is in effect for a one-year period from the date of completion. Unless we are advised in writing of conditions to the contrary, we consider our warranty for this project to be in effect.

The general terms of our warranty are as follows:

1. Electrical Solutions Group is responsible for repair or replacement of any defective equipment or workmanship.
2. Owner is responsible for preventive maintenance, inspections, calibration, and other general maintenance tasks.
3. Electrical Solutions Group excludes from the warranty the replacement of lamps and consumable equipment.
4. Warranty work will be performed during regular working hours, and is subject to availability of personnel on a first call first response basis.
5. Electrical Solutions Group is not responsible for warranty coverage on any equipment repaired by others, abused, altered, misused, damaged by fire, flood, or act of God, or which has not been reasonably and properly maintained.
6. A service call is billable to the Owner if the problem is determined to be outside the scope of warranty coverage, in which case a written description of the problem encountered and corrective work performed will be provided.

We thank you for selecting Electrical Solutions Group for this project. Please do not hesitate to contact us if you have any questions or concerns.

Sincerely,

Jerry Dohse  
President

---

## Subcontractor Warranty

**SWO#:** HES-RE22-CM-Westside ES

**Subcontractor:** The Ford Design Group, LLC

**Project:** Westside ES Kitchen Remodel (Hernando County School District)

August 11, 2022

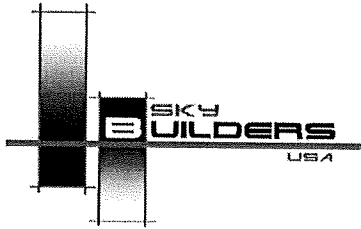
The Ford Design Group, LLC, subcontractor for **Lego Construction Co.**, hereby warrants the labor and materials provided in conjunction to the above reference projects are in accordance with the contract document and will be free from defects due to defective materials or workmanship for a period of one year from the substantial completion date of: **August 3, 2022**

- ☐ Concrete and Masonry
- ☐ Soil Treatment
- ☐ Miscellaneous Fabricated Metals

Should any defect develop during the warranty period for improper/defective materials or workmanship provided by The Ford Design Group, LLC, and its affiliates, shall be made good by the undersigned at no expense to the owner.

  
Shawn Ford / Carlton R. Freeman Jr.

The Ford Design Group, LLC.  
3735 S. Highway 27. Suite 105  
Clermont, Florida 34711



## WARRANTY / GUARANTY

### JOB NAME/ADDRESS:

Westside ES  
5400 Applegate Dr  
Spring Hill, Florida 34606

### GENERAL CONTRACTOR

LEGO Construction  
1011 SUNNYBROOK RD., SUITE 905  
MIAMI, FL 33136

### TO WHOM IT MAY CONCERN

**SkyBuilders USA** Hereby, warrants and guarantees , the above referenced project for labor and Material furnished for Framing, drywall, finish, ACT and Stucco. Scope of work on the above referenced project for a period of (1) One Year from date of substantial completion is August 3rd of 2022 , All warranty calls should be directed to:  
t

Juan Velez 407-362-1870

Director Of Operations

Very Truly Yours,

Director of Operations

Title

SkyBuilders USA.LLC

40 W Crystal Lake St Suite 200

Orlando, FL 32806



## Contractors' Warranty

I, Luis Garcia is duly authorized representative of **LEGO Construction CO**, being its President/Qualifier and as such as full authority to execute this Contractor's warranty. That said Contractor has performed certain work for **Hernando County School District, PO. 1902200026 East Side Elementary School**; that said work has now been completed by Contractor in its entirety.

The Contractor does hereby warrants for One (1) year from Final Acceptance Date **August 10th, 2022** that all labor and material furnished, supplied and performed with respect to the said project in strict accordance with the contract documents.

Should any defects develop in the work for a period of One year as required by the contract documents, all from the date of final acceptance of the project by the owner, due to improper materials or workmanship, **LEGO Construction CO** warrants and covenants that promptly upon notice from the owner.

For: **Hernando County School District**  
 8016 Mobley Road,  
 Brooksville, FL 34601

Project: Project Name: East Side Elementary School  
Project Address: 27151 Roper Rd, Brooksville, FL 34602  
PO Number: 1902200026

Commencing on: **August 10<sup>th</sup> 2022**

Terminating on: **August 9<sup>th</sup> 2023**

Signature  
 Luis Garcia

STATE OF FLORIDA  
 COUNTY OF MIAMI-DADE

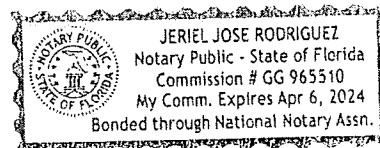


The foregoing instrument was acknowledged before me this 16 day of January, of 2023 by Luis Garcia on behalf of LEGO Construction Co ( X ) who is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

Notary Signature:

Type or Print Name:

Javel Rodriguez





MBE (Minority Business Enterprise) - School Board of Broward County  
MBE (Minority Business Enterprise) - Miami-Dade County Public Schools  
SBE (Small Business Enterprise) - Miami-Dade County Public Schools  
HUBZone - SBA U.S. Small Business Administration  
8(a) Certified Firm - SBA U.S. Small Business Administration  
DBE (Disadvantaged Business Enterprise)  
SBE (Small Business Enterprise) and Section 3 - Miami-Dade County  
Florida State Certified General Contractor

## Contractors' Warranty

I, Luis Garcia is duly authorized representative of **LEGO Construction CO**, being its President/Qualifier and as such as full authority to execute this Contractor's warranty. That said Contractor has performed certain work for **Hernando County School District, PO. 1902200025 West Side Elementary School**; that said work has now been completed by Contractor in its entirety.

The Contractor does hereby warrants for One (1) year from Final Acceptance Date **August 10th, 2022** that all labor and material furnished, supplied and performed with respect to the said project in strict accordance with the contract documents.

Should any defects develop in the work for a period of One year as required by the contract documents, all from the date of final acceptance of the project by the owner, due to improper materials or workmanship, **LEGO Construction CO** warrants and covenants that promptly upon notice from the owner.

For: **Hernando County School District**  
8016 Mobley Road,  
Brooksville, FL 34601

Project: Project Name: West Side Elementary School  
Project Address: 5400 Applegate Dr, Springhill, FL 34606  
PO Number: 1902200025

Commencing on: **August 10<sup>th</sup> 2022**

Terminating on: **August 9<sup>th</sup> 2023**

Signature  
Luis Garcia



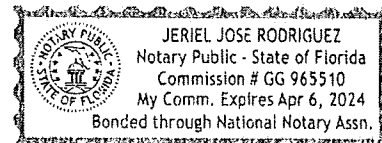
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16 day of January, of 2023 by Luis Garcia on behalf of LEGO Construction Co ( X ) who is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

Notary Signature:

Type or Print Name:

Jeriel Rodriguez



1011 Sunnybrook Rd., Suite 905 Miami, FL 33136 – Tel: 305.381.8421 – Fax: 305.857.9916

WWW.LEGOCC.COM

**The School District of Hernando County, Florida**

FACILITIES AND CONSTRUCTION DEPARTMENT

8016 Mobley Road

Brooksville, FL 34601

Phone: (352) 797-7050

Fax: (352) 797-7150

**HERNANDO  
SCHOOL DISTRICT**

Learn it. Love it. Live it.

Superintendent: John Stratton

Board Chairperson: Gus Guadagnino

Vice Chairperson: Susan Duval

Board Members:

Mark Johnson

Linda K. Prescott

Shannon Rodriguez

**NOTICE OF FINAL SETTLEMENT**

Project Title: Westside Elementary School Cooler/Freezer Addition &amp; Kitchen Remodel

Notice is hereby given that on 18<sup>th</sup> April, 2023 at 919 North Broad St. Brooksville, Florida, final settlement will be made pending any outstanding close outs procedures by the Hernando County School Board with Lego Construction Co., 1011 Sunnybrook Road Suite.905, Miami, FL 33136 hereinafter called the "CONTRACTOR", for and on account of the contract for the construction of a PROJECT as referenced above.

1. Any person, co-partnership, association or corporation who has an unpaid claim against the said project , for or on account of the furnishing of labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools or equipment and other supplies used or consumed by such Contractor or any of his subcontractors in or about the performance of said work, may at any time up to and including said time of such final settlement, file a verified statement of the amount due and unpaid account of such claim.
2. All such claims shall be filed with the Facilities Support Operations for the district.
3. Failure on the part of a creditor to file such statement prior to such final settlement will relieve the Hernando County School Board from any and all liability for such item.

**Authorized Facility Manager**

Name: Richard Oakley  
 Approval Date: 04/17/2023  
 Agency: HCSB Facilities Operations  
 Phone: (352) 797-7050  
 Email: oakley\_r@hcsb.k12.fl.us

# RELEASE OF LIEN

## Waiver and Release Upon Final Payment

### Waiver and Release Upon Final Payment

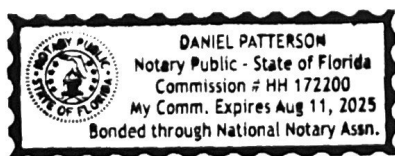
State of Florida  
County of Hernando }

The undersigned, in consideration of the sum of \$ 467.72 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums due for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of execution below as well as releases any and all claims against **LEGO CONSTRUCTION COMPANY** or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed below. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents.

"Property:" Westside Elementary School  
5400 Applegate Dr Spring Hill FL 34606

36T Cleaning Services LLC  
Subcontractor or Supplier  
218 E Bearss ave suite 318  
Address Tampa, FL 33613  
[Signature]  
Signature  
Descarte Oscar Valmor  
Print Name  
CEO  
Title

Sworn to and subscribed before me this 6<sup>th</sup> day of September, 2022, by Descarte Valmor.  
Personally Known      OR Produced Identification X  
Type of Identification Produced FL DL



[Signature]  
Signature of Notary Public - State of Florida

## EXHIBIT K

Waiver and Release Upon Progress Payment

State of Florida

County of Hernando }

The undersigned, in consideration of the sum of \$ 260.00 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of Aug. 16 2022 ("Through Date") as well as releases any and all claims against LEGO CONSTRUCTION COMPANY or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed above. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents. This release does not release rights to contractual retainage, if any, or lien/bond rights after the Through Date.

"Property:"

West Side Elementary School5400 Applegate Dr, Spring hill, FL 34606

Brandywines cleaning + floor services  
Subcontractor or Supplier

3331 Guava lane  
Address

Brandy B  
Signature

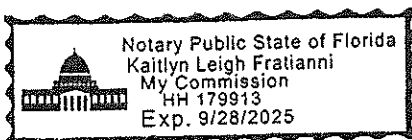
Brandy Breeden  
Print Name

Owner  
Title

Sworn to and subscribed before me this 5<sup>th</sup> day of AUGUST, 2022 by Brandy Breeden

Personally Known      OR Produced Identification X

Type of Identification Produced DRIVERS LICENSE



Kaitlyn Leigh Fratianni

Signature of Notary Public - State of Florida

Print or Stamp Commissioned Name of Notary Public

## EXHIBIT K-1

**Waiver and Release Upon Final Payment**

State of Florida )  
 County of Hillsborough )

The undersigned, in consideration of the sum of \$ 3571.00 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums due for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of execution below as well as releases any and all claims against LEGO CONSTRUCTION COMPANY or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed below. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents.

"Property:"

5400 Applegate Drive  
Spring Hill, FL 34606

Electrical Solutions Group  
 Subcontractor or Supplier  
5801 Benjamin Center Dr. #106  
Tampa, FL 33634  
 Address

Signature

Print Name

Title

Sworn to and subscribed before me this 9 day of September 2022, by Adam Tripathi.  
 Personally Known ☒ OR Produced Identification \_\_\_\_\_  
 Type of Identification Produced \_\_\_\_\_

Signature of Notary Public - State of Florida



REBA CARLENE SCHELL  
 Commission # GG 981728  
 Expires August 24, 2024  
 Bonded Thru Budget Notary Services



## EXHIBIT K

Waiver and Release Upon Final Payment

State of Florida )  
 County of PASCO )

The undersigned, in consideration of the sum of \$ 3,030.60 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of 8/11/22 ("Through Date") as well as releases any and all claims against LEGO CONSTRUCTION COMPANY or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed above. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents. This release does not release rights to contractual retainage, if any, or lien/bond rights after the Through Date.

"Property:"

West Side Elementary School5400 Applegate Dr, Spring hill, FL 34606EXTREME FENCE

Subcontractor or Supplier

17822 EAST RD HUDSON 34667

Address

Signature

GARY TAMMENBAUM

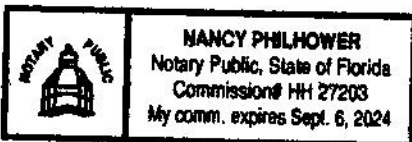
Print Name

President

Title

Sworn to and subscribed before me this 18 day of AUG, 2022, by GARY TAMMENBAUM  
 Personally Known      OR Produced Identification X

Type of Identification Produced FL Drivers License

T551-293-57-243-0

Signature of Notary Public - State of Florida

Print or Stamp Commissioned Name of Notary Public

**Transaction Successful****Transaction Receipt**

**Merchant:** Quality Sod - (SPRING HILL, FL)  
**Date/Time:** 08/12/2022 11:35:24 AM EDT  
**Transaction ID:** 7491064398  
**Transaction Type:** Card Sale  
**Entry Method:** Keyed  
**Amount:** \$1,939.00

**Credit Card Information**

**CC Type:** Mastercard  
**CC Number:** \*\*\*\*\*6476  
**Auth. Code:** 35491Q  
**Processor:** QUALITY SOD

**Billing Information**

Jeriel Rodriguez  
 US

**Shipping Information**

US

**Order Information**

**Description:** 7369

**Cardholder Authorization**

I agree to pay the above total amount according to card issuer agreement.

-----  
Customer Signature

LEGO CONSTRUCTION CO.	
LEGO PO# 258B1	CO #
Cost Code 02-6500	Memo: Sod for Staging area Restroration
For Billing: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Payment Credit <input checked="" type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/>
Approved by Accounting	Date
Approved by PM or Supervisor	Date 8/12/2022

## EXHIBIT K

Waiver and Release Upon Final Payment

State of Florida )  
 County of Orange )

The undersigned, in consideration of the sum of \$ 1,684.55 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of 08/05/2022 ("Through Date") as well as releases any and all claims against LEGO CONSTRUCTION COMPANY or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed above. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents. This release does not release rights to contractual retainage, if any, or lien/bond rights after the Through Date.

"Property:"

West Side Elementary School

5400 Applegate Dr, Spring hill, FL 34606

1st Choice Door & Millwork, Inc  
 Subcontractor or Supplier

393 Enterprise St, Ocoee, FL 34761  
 Address

[Signature]  
 Signature

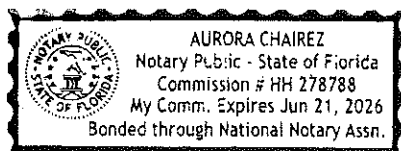
Christopher Lee  
 Print Name

President  
 Title

Sworn to and subscribed before me this 5<sup>th</sup> day of August, 2022, by Christopher Lee.

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced n/a



[Signature]

Signature of Notary Public - State of Florida

Print or Stamp Commissioned Name of Notary Public

## EXHIBIT K

Waiver and Release Upon Final Payment

State of Florida )  
 County of manatee )

The undersigned, in consideration of the sum of \$ 195.00 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums for the labor, services, and materials furnished to and for improvements to the following described Property through and including the date of August 30, 2022 ("Through Date") as well as releases any and all claims against LEGO CONSTRUCTION COMPANY or the owner of the Property. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and contractors working under or through the undersigned through and including the date listed above. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable contract documents. This release does not release rights to contractual retainage, if any, or lien/bond rights after the Through Date.

"Property:"

West Side Elementary School

5400 Applegate Dr, Spring hill, Fl 34606

Redeye Door Specialists  
 Subcontractor or Supplier

5326 26<sup>th</sup> St. W Bradenton  
 Address

Deborah Brunath  
 Signature

Deborah Brunath  
 Print Name

office manager  
 Title

Sworn to and subscribed before me this 8 day of August, 2022, by Deborah Brunath

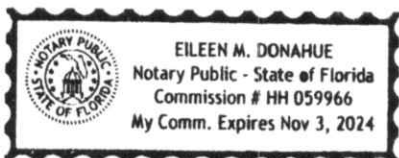
Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

Eileen M. Donahue

Signature of Notary Public - State of Florida

Print or Stamp Commissioned Name of Notary Public



A. Item Currently Budgeted -											
Westside Elementary Kitchen Expansion-Cooler Replacement											
Account Name		3983E		7400		6800		0161		M1980	
Account Number		Fund		Function		Object		Cost Center		Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available	
\$ 136,392.89		\$ (38,836.54)		\$ (77,678.52)		\$ 19,877.83		\$ (19,877.83)		\$ 0.00	

Food Service Funds											
Account Name		4110E		7600		6800		0161		00100	
Account Number		Fund		Function		Object		Cost Center		Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available	
\$ 300,000.00		\$ 0.00		\$ 300,000.00		\$ 0.00		\$ 0.00		\$ 0.00	

B. Item Currently Not Budgeted -**											
Funding Source											
Account Name											
Account Number		Fund		Function		Object		Cost Center		Project	
Amount		\$									
Funding Source											
Account Name											
Account Number		Fund		Function		Object		Cost Center		Project	
Amount		\$									

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

C. History	
Check one:	
Prior Year Budget:	<input checked="" type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ 436,39.89
Prior Year Actual Spent:	\$ 377,678.52

\*\* 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 # 19. 23-1404**

5/9/2023

---

**Title and Board Action Requested**

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

**Executive Summary**

Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to other Hernando County School issues on which the School Board customarily takes actions.

**My Contact**

Kelly A. Pogue  
Secretary to the School Board and General Counsel  
(352) 797-7253

**2018-23 Strategic Focus Area**

Pillar 4: Communication & Community Engagement

**Financial Impact**

There is no financial impact.

# Hernando County School Board

## CITIZEN INPUT

### PINK SPEAKER FORM

#### Part 1: The Process

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

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

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

#### Part II: Decorum

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

PLEASE PRINT ALL INFORMATION BELOW:

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

LEGAL NAME: \_\_\_\_\_

LEGAL ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_

☒ Please check if this matter pertains to other Hernando County School issues on which the School Board customarily takes action: *Citizen Input for topics not included on the agenda will be reserved for time at the end of the School Board meeting agenda.*

\_\_\_\_\_

\_\_\_\_\_

Reminders:

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

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

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

Signature of speaker: \_\_\_\_\_

Chairperson's Approval of form: \_\_\_\_\_

Chairperson's Denial of form based on Guideline No. \_\_\_\_\_

FOR OFFICE USE ONLY:

Date Received: \_\_\_\_\_

Time Received: \_\_\_\_\_