



Hernando School District

School Board Regular Meeting

Agenda - Final

Tuesday, December 13, 2022

6:00 PM

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

CALL TO ORDER

REFLECTION

by Gus Guadagnino, Board Member

PLEDGE OF ALLEGIANCE by Pine Grove Elementary School Students

ADOPTION OF AGENDA

1. [23-1105](#) Approval to adopt the agenda dated December 13, 2022.

ELECTED OFFICIALS

STUDENT REPRESENTATIVE TO THE BOARD

2. [23-1106](#) 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. [23-1111](#) Presentation and board approval of the Capital Credit from Mr. David Gonzalez of Withlacoochee River Electric Cooperative.

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

4. [23-1065](#) Presentation of Hernando County PBIS (Positive Behavior in Schools) Recognized Schools, by Sarah Merchant, Coordinator of Exceptional Student Education

Attachments: [Budget Sheet -Item #23-1065 No Financial Impact ACC](#)

5. [23-1084](#) Presentation of the 2022-2023 Principal of the Year and Assistant Principal of the Year Award

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

APPROVAL OF THE MINUTES

6. [23-1104](#) Approval of the Minutes from the Organizational & Regular School Board Meeting of November 22, 2022.

Attachments: [11-22-22 Org & Regular Minutes DRAFT](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

PUBLIC HEARING ITEMS

7. [23-1043](#) Public Hearing and Final Approval of the NEOLA Policy Updates Volume 23 No. 1 that received tentative approval at the October 25, 2022 Workshop.

Attachments: [Volume 23 No 1 ADA](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

EXPULSION RECOMMENDATIONS

8. [23-1058](#) Enter a Final Order Expelling the Student in Case No. E2023-11-01 for one (1) year through September 2023.

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

9. [23-1059](#) Enter a Final Order Expelling the Student in Case No. E2023-11-02 for one (1) year through October 2023.

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

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

10. [23-1107](#) Citizen Input on agenda items for this meeting (Green Form)

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

ADOPTION OF CONSENT AGENDA**Personnel Recommendations**

11. [23-1093](#) Approval of the Personnel Recommendations

Attachments: [December 13, 2022](#)
[2023 Inst. Supplements & Differentiated Pay for 12-13-2022](#)
[2023 Noninst., PTS & Adm. Supplements for 12-13-2022](#)

All Other Teaching & Learning Agenda Items

12. [23-1039](#) Approve out of state field trip for Corinne Keiper, WWHS Class of 2023 sponsor, to Washington, DC to attend the 2023 Senior Class trip with a date range March 27, 2023 through April 5, 2023 due to availability of airlines.

Attachments: [WWHS DC senior trip Budget Sheet](#)

All Other Business Services Agenda Items

13. [23-1031](#) Approve Fiscal Year 2022-2023 Budget Amendment No. 1 for Quarter Ending Sept. 30, 2022

Attachments: [23 GF BA ACC](#)
[23 DSF BA ACC](#)
[23 CPF BA ACC](#)
[23 FSF BA ACC](#)
[23 SRF BA ACC](#)
[23 ESSER I BA ACC](#)
[23 GEER I BA ACC](#)
[23 ESSER II BA ACC](#)
[23 ESSER III BA ACC](#)
[23 ARP-HCY BA ACC](#)

All Other Support Operations Agenda Items

14. [23-1062](#) Approve the renewal of the Operation and Maintenance Agreement with Southwest Florida Water Management District for the Springs Coast Environmental Education Center to provide students of Hernando County the opportunity to learn about the water resources of the Weekiwachee River Basin.

Attachments: [23-1062 Springs Coast Ed Agreement](#)
[23-1062 Exhibit A](#)
[23-1062 Budget Sheet](#)

All Other Purchase Order/Bid Agenda Items

15. [23-1035](#) Award RFQ No. 9009-3100-2201, Continuing Commissioning Services, to 5D's Incorporated, LLC, Affiliated Engineers SE, Inc., OCI Engineering, LLC, Setty & Associates International, PLLC LLC, SGM Engineering, Inc. & Raymond Engineering, Inc., for Building Envelope, Electrical & Lighting Controls, Fire Alarm, Fire Sprinkler, Generator, HVAC & Building Controls and Plumbing Systems commissioning services, and authorize the purchase for estimated annual amount of \$500,000.00.

Attachments: [231035 Cx Cont Svcs RFQ ada](#)
[231035 Score Sheets](#)
[231035 5Ds Agreement](#)
[231035 AEI Agreement](#)
[231035 OCI Agreement](#)
[231035 Raymond Agreement](#)
[231035 Setty Agreement](#)
[231035 SGM Agreement](#)
[231035 Budget Sheet](#)

16. [23-1044](#) Approve the purchase of wireless access points and licenses from Southeastern Services, Inc. for an estimated price of \$112,679.60.

Attachments: [Invoice](#)
[E-Rate Approval Notification](#)
[Budget Sheet](#)

17. [23-1060](#) Approve renewing bid no. 21-515-35 RN Lawn Maintenance, Golf Cart & Miscellaneous Equipment: Service, Parts & Accessories to Everglades Equipment Group, Inc and Pickett's Ace Hardware for Service and Repair of commercial lawn equipment and authorize purchases for an estimated annual spending of \$40,000.

Attachments: [21-515-35 RN Lawn Maintenance \(12-13-22\) - ACC 12](#)
[Lawn Maintenance Budget Sheet 2](#)

18. [23-1063](#) Award Bid No. 21055.00, Roof Replacement and Designated Repairs at HCS District Main Office, to TeamCraft Roofing, for construction goods and services and authorize the purchase for \$781,700.00 using Half-Cent Funds.

Attachments: [23-1063 Advertisement for Bids](#)
[23-1063 Bid Submission - TeamCraft](#)
[23-1063 ARC Bid Recommendation & Bid Tab](#)
[23-1063 Notice of Intent To Award Letter](#)
[23-1063 TeamCraft Agreement](#)
[23-1063 Budget Sheet](#)

19. [23-1092](#) Approve the amendment to the agreement with Walbridge Aldinger, LLC, for construction goods and services for the Winding Waters K-8 Kitchen & Dining Expansion Project for \$2,001,407.00.

Attachments: [22-1092 GMP Agreement](#)
[22-1092 Budget Sheet](#)

20. [23-1094](#) Award Bid No. 23-615-15 RA, Miscellaneous Office & Instructional Supplies (Warehouse Delivery), to School Specialty, LLC, for the purchase of Office and instructional supplies for warehouse restock and authorize the purchase of goods for an estimated annual spend of \$106,031.55.

Attachments: [23-615-15 RA Misc Office Supplies \(12-13-22\) 2](#)
[Budget Sheet Sept 2021 Revised WITH Financial Impact](#)

21. [23-1097](#) Approve the cancellation of Bid #22-405-02 RA: Petroleum Lubricants & Anti-Freeze.

Attachments: [Petroleum Lubricants and Anti Freeze - ACC 3.pdf](#)
[Petroleum Lubricants Cancellation 2.pdf](#)
[Budget Sheet NO Financial Impact ACC.pdf](#)

22. [23-1110](#) Award RFP No. 23-961-21, Real Estate Attorney Services, to C.J. Wilson Law, P.A., Gray Robinson, P.A., and McAteer Law, PLLC, for legal services related to real estate transactions and other land use matters, and approve the contract and the purchase for an estimated annual amount of \$55,000.00.

Attachments: [23-1110 Bid Tabulation](#)
[23-1110 Contract Signed by GR](#)
[23-1110 Contract Signed by CJW](#)
[23-1110 Contract Signed by McAteer](#)
[23-1110 Budget Sheet](#)

All Other School Board Agenda Items

23. [23-1091](#) Designate School Board Members to serve on various committees. Follow up from the November 22, 2022 meeting.

Attachments: [Board Committee List Nov 2022 as of 120622](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

24. [23-1108](#) 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 January 10, 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. 23-1105

12/13/2022

Title and Board Action Requested

Approval to adopt the agenda dated December 13, 2022.

Executive Summary

The Superintendent of Schools, hereby requests the Board adopt the agenda dated December 13, 2022.

My Contact

John Stratton
Superintendent of Schools

2018-23 Strategic Focus Area

Other

Financial Impact

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

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



Hernando School District

School Board Regular Meeting

Agenda Item # 2. 23-1106

12/13/2022

Title and Board Action Requested

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

Executive Summary

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

My Contact

Gina Doherty
Student Representative to the School Board

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

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

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



Hernando School District

School Board Regular Meeting

Agenda Item # 3. 23-1111

12/13/2022

Title and Board Action Requested

Presentation and board approval of the Capital Credit from Mr. David Gonzalez of Withlacoochee River Electric Cooperative.

Executive Summary

The Superintendent hereby requests the Board accept the Capital Credit from Withlacoochee River Electric Cooperative.

My Contact

John Stratton
Superintendent of Schools

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

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

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

A. Item Currently Budgeted -													
Account Name		No Financial Impact											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

B. Item Currently Not Budgeted -**													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

B. Item Currently Not Budgeted -**													
Funding Source													
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 type="radio"/>
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. 23-1065

12/13/2022

Title and Board Action Requested

Presentation of Hernando County PBIS (Positive Behavior in Schools) Recognized Schools, by Sarah Merchant, Coordinator of Exceptional Student Education

Executive Summary

The Director of Exceptional Student Education, on behalf of the Superintendent of Schools, hereby requests the Board recognize seven (7) Hernando County schools who have achieved Florida Positive Behavioral Interventions and Support Model School Status for the 2021-2022 school year.

The Individuals with Disabilities Education Act (IDEA), introduced the term PBIS and developed a multi-tiered framework of effective interventions for entire schools, classrooms, and individuals. During the school year teachers, administrators, and district Behavior Specialists work closely to plan, implement, analyze, and evaluate behavioral data in an effort to improve academic engagement, graduation, and post-school outcomes. Florida's PBIS Discretionary Project will continue to provide training, on-going progress monitoring, and technical assistance to Hernando County Schools striving to promote a culture and climate that promotes a positive learning environment for all students and staff.

Platinum Award: Brooksville Elementary, Challenger K8, JD Floyd Elementary, Nature Coast Technical High School, and Spring Hill Elementary School

Gold Award: Powell Middle School

Bronze Award: Westside Elementary School

My Contact

Sarah Merchant

Coordinator of Exceptional Student Education

Exceptional Student Education

352-797-7022

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

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

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

A. Item Currently Budgeted -														
Account Name		No Financial Impact												
Account Number		Fund		Function		Object		Cost Center		Project	Sub Project			
Original Approved Budget	+	Budget Amendments		-	Expenditures / Encumbrances To Date		=	Current Available Budget		-	Present Request	=	Remaining Balance Available	
\$ _____		\$ _____			\$ _____			\$ _____			\$ _____		\$ _____	

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

B. Item Currently Not Budgeted -**													
Funding Source		_____											
Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount	\$	_____											

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

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

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



Hernando School District

School Board Regular Meeting

Agenda Item # 5. 23-1084

12/13/2022

Title and Board Action Requested

Presentation of the 2022-2023 Principal of the Year and Assistant Principal of the Year Award

Executive Summary

The Assistant Superintendent of Teaching and Learning, on behalf of the Superintendent of Schools, hereby requests the Board to recognize Challenger K8's Principal, Rosemarie Maiorini, for being selected as the Hernando County School District's 2022-2023 Principal of the Year and Powell Middle School's Assistant Principal, Alexandra Rastatter, for being selected as the Hernando County School District's 2022-2023 Assistant Principal of the Year.

My Contact

Gina Michalicka
Assistant Superintendent of Teaching and Learning
352-797-7000, ext. 404
Michalicka_g@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 2: People

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.

A. Item Currently Budgeted -													
Account Name		No Financial Impact											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

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

B. Item Currently Not Budgeted -**													
Funding Source													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

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

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
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. 23-1104

12/13/2022

Title and Board Action Requested

Approval of the Minutes from the Organizational & Regular School Board Meeting of November 22, 2022.

Executive Summary

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

My Contact

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

2018-23 Strategic Focus Area

Other

Financial Impact

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



Hernando School District

Organizational & Regular School Board Meeting

Minutes - Draft

Tuesday, November 22, 2022

10:00 AM

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 10:02 A.M. Also present were Nancy Alfonso, School Board Attorney and John Stratton, Superintendent.

1. [23-1041](#) Administration of the Oath of Office by the Honorable Don Barbee to Mr. Mark Johnson and Mrs. Shannon Rodriguez. The Honorable Kristie Healis will administer the Oath of Office to Ms. Susan Duval.

Attachments: [OATH OF OFFICE 2022](#)

REFLECTION

by John Stratton, Superintendent

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

2. [23-1042](#) Approval to adopt the agenda dated November 22, 2022.

RESULT: ADOPTED

MOVER: Mark Johnson

SECONDER: Susan Duval

AYES: Board Chair Guadagnino, Vice Chair Duval, Board Member Johnson, Board Member Prescott, and Board Member Rodriguez

REORGANIZATION OF THE SCHOOL BOARD

3. [23-1046](#) Election of a Chairperson to the School Board

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

RESULT: ADOPTED

MOVER: Susan Duval

SECONDER: Linda Prescott

AYES: Board Chair Guadagnino, Vice Chair Duval, Board Member Johnson, Board Member Prescott, and Board Member Rodriguez

Ms. Duval nominated Mr. Guadagnino as Board Chair. There were no other nominations.

4. [23-1047](#) Election of a Vice Chairperson to the School Board

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

RESULT: ADOPTED

MOVER: Shannon Rodriguez

SECONDER: Linda Prescott

AYES: Board Chair Guadagnino, Vice Chair Duval, Board Member Johnson, Board Member Prescott, and Board Member Rodriguez

Mrs. Prescott nominated Susan Duval as Board Vice Chair. There were no other nominations.

SCHEDULING OF DATE AND TIME FOR REGULAR MEETINGS OF THE SCHOOL BOARD

5. [23-0956](#) Approval of the Schedule of Regular School Board Meetings from December 2022 through the Organizational Meeting in November 2023.

Attachments: [TENTATIVE School Board Meetings as of 091622](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

RESULT: ADOPTED

MOVER: Susan Duval

SECONDER: Linda Prescott

AYES: Board Chair Guadagnino, Vice Chair Duval, Board Member Prescott, and Board Member Rodriguez

NAYS: Board Member Johnson

Mr. Johnson stated that he will be away for the December 13th and June 13th proposed board meeting dates and would like to change those dates. After some discussion, the Board decided to keep the calendar as published.

APPOINTMENTS

6. [23-1048](#) Designate School Board Members to serve on various committees.

Attachments: [Board Committee List Nov 2022 as of 112222](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

The Board discussed various committee assignments. It was requested that this item come back to the next board meeting for a vote with the new changes made.

RECESS REORGANIZATION MEETING

The Organizational and Regular School Board Meeting was recessed at 10:32 A.M. and the Annual Meeting of the Leasing Corp. was called to order.

ANNUAL MEETING OF THE HERNANDO COUNTY SCHOOL BOARD LEASING CORPORATION

Call to Order of the Annual Meeting of the Hernando County School Board Leasing Corporation

The Annual Meeting of the Leasing Corp. was called to order at 10:32 A.M.

7. [23-1049](#) Approval of the Minutes from the 11/16/21 Meeting of the Hernando County School Board Leasing Corp.

Attachments: [11-16-21 Organization & Reg Meeting Minutes 10 pgs ACC Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

RESULT: **ADOPTED**

MOVER: Mark Johnson

SECONDER: Susan Duval

AYES: Board Chair Guadagnino, Vice Chair Duval, Board Member Johnson, Board Member Prescott, and Board Member Rodriguez

8. [23-1050](#) Appointment of the New School Board Chairperson to Become the President to the Leasing Corporation

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

RESULT: **ADOPTED**

MOVER: Mark Johnson

SECONDER: Susan Duval

AYES: Board Chair Guadagnino, Vice Chair Duval, Board Member Johnson, Board Member Prescott, and Board Member Rodriguez

9. [23-1051](#) Appointment of the New School Board Vice Chairperson to Become the Vice President to the Leasing Corporation

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

RESULT: **ADOPTED**

MOVER: Linda Prescott

SECONDER: Susan Duval

AYES: Board Chair Guadagnino, Vice Chair Duval, Board Member Johnson, Board Member Prescott, and Board Member Rodriguez

10. [23-1052](#) Motion to Adjourn the Annual Meeting of the Hernando County Leasing Corporation

RESULT: ADOPTED

MOVER: Susan Duval

SECONDER: Mark Johnson

AYES: Board Chair Guadagnino, Vice Chair Duval, Board Member Johnson,
Board Member Prescott, and Board Member Rodriguez

The Annual Meeting of the Leasing Corp. was adjourned at 10:36 A.M.

RECONVENE THE REORGANIZATION MEETING

The Organizational and Regular School Board Meeting was reconvened at 10:36 A.M.

APPROVAL OF THE MINUTES

11. [23-1053](#) Approval of the Minutes from the Informal, Workshop and Regular School Board Meeting of October 25, 2022.

Attachments: [10-25-22 Informal Minutes DRAFT](#)
[10-25-22 Workshop Minutes with links DRAFT](#)
[10-25-22 Regular Meeting Minutes with links DRAFT](#)

RESULT: ADOPTED

MOVER: Susan Duval

SECONDER: Linda Prescott

AYES: Board Chair Guadagnino, Vice Chair Duval, Board Member Johnson,
Board Member Prescott, and Board Member Rodriguez

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

12. [23-1054](#) Citizen Input on agenda items for this meeting (Green Form)

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

No one came forward to speak on this item.

ADOPTION OF CONSENT AGENDA

RESULT: ADOPTED

MOVER: Susan Duval

SECONDER: Linda Prescott

AYES: Board Chair Guadagnino, Vice Chair Duval, Board Member Johnson,
Board Member Prescott, and Board Member Rodriguez

Personnel Recommendations

13. [23-1056](#) Approval of the Personnel Recommendations

Attachments: [November 22, 2022](#)
[2023 Noninst., PTS & Adm. Supplements for 11-22-2022](#)
[2023 Inst. Supplements & Differentiated Pay for 11-22-2022](#)

All Other Purchase Order/Bid Agenda Items

14. [23-1045](#) Approve renewing bid no. 20-405-15 RA RN, Fuel: Diesel & Unleaded - REBID to multiple vendors for the procurement of fuel and authorize the purchase of goods on an as needed basis for an estimated annual amount of \$991,666.61.

Attachments: [20-405-15 RA RN Fuel \(11-22-22\) - ACC](#)
[20-405-15 RA RN Budget Sheet](#)

ITEMS REMOVED FROM THE CONSENT AGENDA

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

15. [23-1055](#) 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](#)
[11-22-22 Org & Reg Mtg Handout by D. McAteer Pink Citizen Input](#)

Mrs. Alfonso, School Board Attorney read the instructions for this item. The following citizen's came forward to speak: Lori Sowers, Tina Vieira, Ken Mayon, Kim Mulrooney, Derrill McAteer, Brad Benson, and Carla Johns.

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

Mr. Johnson stated that he has plans to fundraise for the gentlemen's club. He also stated that he never said CRT was offered as curriculum. Mrs. Rodriguez questioned Mr. McAteer's concerns regarding the bid he referenced during citizen's comments. Mr. Stratton asked Mr. McAteer to speak with Heather Martin. He also stated that the item will be a board decision. Mrs. Rodriguez expressed her concerns with the firm Gray Robinson being a conflict of interest if we currently use them. Ms. Duval thanked the schools who had veteran's day programs. She also announced Angela Sheppard as the School Related Employee of the Year (SREOY) and introduced her. Mrs. Prescott spoke about the veteran of the month recognition and the performance of Cinderella at NCTHS. She also congratulated all the SREOY nominees and wished everyone a Happy Thanksgiving. Mr. Stratton wished everyone a safe and Happy Thanksgiving. Mr. Guadagnino stated that the elections are over and we can put it behind us.

ADJOURNMENT

The meeting adjourned at 11:10 A.M.

Superintendent

Board Chair

Mission Statement

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

A. Item Currently Budgeted -													
Account Name		No Financial Impact											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

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

B. Item Currently Not Budgeted -**													
Funding Source		_____											
Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

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

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

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



Hernando School District

School Board Regular Meeting

Agenda Item # 7. 23-1043

12/13/2022

Title and Board Action Requested

Public Hearing and Final Approval of the NEOLA Policy Updates Volume 23 No. 1 that received tentative approval at the October 25, 2022 Workshop.

Executive Summary

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

Section 0000 - Bylaws
Section 1000 - Administration
Section 2000 - Program
Section 3000 - Instructional
Section 4000 - Support Staff
Section 5000 - Students
Section 6000 - Finances
Section 8000 - Operations
Section 9000 - Community Relations

My Contact

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

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

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

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

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	TERM
Code	po0144 CAB10.3.22
Status	
Adopted	June 13, 2017

0144 - **TERM**

School Board members shall be elected at the general election in November for staggered terms of four (4) years arranged so that, of five (5) members, three (3) members shall be elected at one general election and two (2) members shall be elected at the ensuing general election.

The term of office of Board members shall begin on the second Tuesday following the general election in which such member is elected.

A person may not appear on the ballot for reelection to the office of Board member if, by the end of their current term of office, the person will have served, but for resignation would have served, in that office for twelve (12) consecutive years. Service of a term of office which commenced before November 8, 2022 will not be counted toward the limitation imposed by F.S. 1001.35.

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Legal	F.S. 1001.35
	F.S. 1001.371

Last Modified by Maria Cain on October 5, 2022



Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	VISITATION OF SCHOOLS BY INDIVIDUAL SCHOOL BOARD MEMBERS
Code	po0172 CAB10.3.22
Status	
Adopted	February 27, 2018

0172 - VISITATION OF SCHOOLS BY INDIVIDUAL SCHOOL BOARD MEMBERS

An individual School Board member may, on any day and at any time at ~~their~~**his/her** pleasure, visit any school in the District. **A member of the Legislature may visit any public school in the legislative district of the member. An individual visiting a school pursuant to this policy.** ~~The Board member~~ must sign in and sign out at the school's main office and wear his/her **Board** identification badge at all times while present on school premises. The Board, the school, or any other person or entity, including, but not limited to, the principal of the school, the Superintendent, or any other Board member, may not require **an individual visiting the school pursuant to this policy.** ~~the visiting Board member~~ to provide notice before visiting the school. The school may offer, but may not require, an escort to accompany **an individual visiting the school pursuant to this policy.** ~~a visiting Board member~~ during the visit. Another Board member or an employee, including, but not limited to, the Superintendent, the school principal, or ~~their~~ **his/her** designee, may not limit the duration or scope of the visit or direct **an individual visiting the school pursuant to this policy.** ~~a visiting Board member~~ to leave the premises. No policy or practice may prohibit or limit the authority granted to **an individual** ~~a Board member~~ under this policy.

Following a visit to a school, a Board member may have suggestions and feedback regarding the visit. Recognizing that the Superintendent directs the work of staff, pursuant to F.S. 1001.51 and 1012.27(7), the Board member's feedback should be directed to the Superintendent, who will share it with staff, as appropriate. (See Bylaw 0149.3 Board-Staff Communication)

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Last Modified by Maria Cain on October 5, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	EMPLOYMENT OF ADMINISTRATORS
Code	po1120 9/22 rjp
Status	
Adopted	June 13, 2017
Last Revised	March 8, 2022

1120 - **EMPLOYMENT OF ADMINISTRATORS**

The School Board recognizes that it is vital to the successful operation of the District that administrative positions created by the Board be filled with highly qualified and competent personnel.

The Board shall approve the employment, determine the compensation, and establish the term of employment for each administrator employed by the Board. Approval shall be given only to those candidates for employment recommended by the Superintendent. Administrators shall recommend to the Superintendent the best qualified administrative applicant available.

Any administrative staff member's misstatement of fact material to qualifications for employment or the determination of salary shall be considered to constitute grounds for dismissal.

A candidate shall be disqualified from employment in any administrative position that requires direct contact with students if the candidate is ineligible for such employment under F.S. 1012.315.

A person is ineligible for educator certification or employment in any position that requires direct contact with students if the person is on the disqualification list maintained by the department pursuant to F.S. 1001.10(4)(b), is registered as a sex offender as described in 42 U.S.C. 9858f(c)(1)(C), **would be ineligible for an exemption under F.S. 435.07(4)(c)**, or has been convicted or found guilty of, has had adjudication withheld for, or has pled guilty or nolo contendere to any of the felony offenses listed in F.S. 1012.315.

To be eligible for employment in an administrative position requiring certification, an individual must be of good moral character and hold a valid certificate issued pursuant to Florida law and the rules of the State Board of Education. A copy of the certificate shall be filed with the District.

In addition, the Board shall allow an individual with a temporary certificate in educational leadership to be eligible for administrative positions for which State certification in educational leadership is required. Pursuant to State law and rules adopted by the State Board of Education, an individual must earn a passing score on the Florida Educational Leadership Examination, document three (3) years of successful experience in an executive management or leadership position, and hold a bachelor's degree or higher from an accredited institution of higher learning to qualify for a temporary certificate in educational leadership. A person who is employed under a temporary certificate in educational leadership must be under the mentorship of a State-certificated school administrator during the term of the temporary certificate.

The employment of administrative staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in District operations. Employment shall be recommended to the Board at a regular or special meeting.

The Superintendent shall also conduct employment history checks of those candidates selected for administrative positions. The employment history check shall include, but not be limited to, contacting any previous employer and screening the candidate through the use of the screening tools described in State law. If contact with (a) previous employer(s) cannot be made, the Superintendent shall document the efforts made to do so.

F.S. 1012.33 states that "the first ninety-seven (97) days of an initial principal's or supervisor's contract is a probationary period. During the probationary period, the employee may be dismissed without cause or may resign from the contractual position without breach of contract."

All administrators shall become familiar with the policies of the Board and other policies, regulations, memoranda, bulletins, and handbooks that pertain to their duties in the District. Any administrator employed by the Board who shall be guilty of any willful violation of the policies of the Board shall be guilty of gross insubordination and shall be subject to dismissal or other lesser penalty as the Superintendent or Board may prescribe.

Members of the administrative staff are required to have a cell phone, be able to be reached by cell phone, and provide updated contact information to their supervisor immediately.

General Knowledge Examination Assistance

Any employee who does not achieve a passing score on any subtest of the general knowledge examination will be provided information regarding the availability of State-level and District-level supports and instruction to assist him/her in achieving a passing score. Such information will include, but is not limited to, State-level test information guides, School District preparation resources, and preparation courses offered by State universities and Florida college system institutions.

Revised 2/11/20

Revised 3/8/22

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Legal	F.S. 1001.10
	F.S. 1012.01
	F.S. 1012.23
	F.S. 1012.315
	F.S. 1012.32
	F.S. 1012.33
	F.S. 1012.55
	F.S. 1012.56
	42 U.S.C. 9858f

Last Modified by Ray Pinder on September 22, 2022

Book Policy Manual
Section Revised Volume 23, No. 1
Title RECORDS AND REPORTS
Code po1180 rjp 9/21
Status

Revised Policy - Vol. 23, No 1

1180 - **RECORDS AND REPORTS**

Administrators shall keep all **records and** reports as are required by **F.S. 1001.51(12), the School Board's policies, and ~~these rules and procedures or~~** as the Superintendent may deem necessary for the effective administration of the schools/departments.

Such records and reports shall include any determination to withhold from a parent information regarding the provision of any services to support the mental, physical, or emotional well-being of the parent's minor child. Any such determination must be based solely on child-specific information personally known to the school personnel and documented and approved by the Principal. Such determination must be annually reviewed and redetermined.

The administrator shall be responsible to the Superintendent for the accurate and prompt submission of all reports, whether developed by the employee or by the administrator.

All reports shall be officially reviewed by the immediate supervisor and brought up to date by the employee before a resigning or retiring administrator receives final pay.

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Legal F.S. 1001.51

Last Modified by Maria Cain on September 22, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	POLITICAL ACTIVITIES
Code	po1232 rjp 9/22
Status	
Adopted	June 13, 2017

1232 - **POLITICAL ACTIVITIES**

Pursuant to State law, administrative staff members who are employed by the School Board shall not participate in any political campaign for an elective office while on duty.

Pursuant to State law and Board Policy 6480, administrative staff members may not expend public funds (that is, any funds under the jurisdiction or control of the District) for a political advertisement or **any other electioneering** communication **sent to electors** concerning an issue, referendum, or amendment, including State questions that are subject to a vote of the electors.

Pursuant to F.S. 106.011:

- A. **"Political advertisement" means a paid expression in a "communications medium," whether radio, television, newspaper, magazine, periodical, campaign literature, direct mail, or display or by means other than the spoken word in direct conversation, which expressly advocates the election or defeat of a candidate or the approval or rejection of an issue. However, political advertisement does not include:**
 - 1. **a statement by an organization, in existence before the time during which a candidate qualifies or an issue is placed on the ballot for that election, in support of or opposition to a candidate or issue, in that organization's newsletter, which newsletter is distributed only to the members of that organization;**
 - 2. **editorial endorsements by a newspaper, a radio or television station, or any other recognized news medium.**
- B. **"Communications medium" means broadcasting stations, newspapers, magazines, outdoor advertising facilities, printers, direct mail, advertising agencies, the Internet, and telephone companies; but with respect to telephones, an expenditure is deemed to be an expenditure for the use of communications media only if made for the costs of telephones, paid telephonists, or automatic telephone equipment to be used by a candidate or a political committee to communicate with potential voters but excluding the costs of telephones incurred by a volunteer for use of telephones by such volunteer; however, with respect to the Internet, an expenditure is deemed an expenditure for use of communications media only if made for the cost of creating or disseminating a message on a computer information system accessible by more than one person but excluding internal communications of a campaign or of any group.**

~~Pursuant to F.S. 106.011, "electioneering communication" shall mean any communication that is publicly distributed by a television station, radio station, cable television station, satellite system, newspaper, magazine, direct mail, or telephone. In order to qualify as an electioneering communication, the communication must also be characterized by the following:~~

- A. **~~refers to or depicts a clearly identified candidate for office without expressly advocating the election or defeat of a candidate, but is susceptible to no reasonable interpretation other than an appeal or against a specific candidate;~~**
- B. **~~is made within thirty (30) days before a primary or special primary election or sixty (60) days before any other election for the office sought by the candidate; and~~**
- C. **~~is targeted to the relevant electorate in the geographic area the candidate would represent if elected.~~**

Therefore, administrative staff members who engage in political activities or hold public office shall not use time, facilities, or personnel of the school system to engage in such activities. Specifically, the use of copy reproduction equipment or other machinery or supplies, the use of secretarial help, or any other school facilities or personnel is strictly prohibited. Telephone use for such political activities during duty hours shall be confined to an emergency only, and then only in such manner as shall not conflict with the administrative staff member's school related duties. Additionally, administrative staff members who engage in political activities or hold public office are expected to discourage constituents, or other persons with whom they are associated with in their political capacities, from making telephone calls to them during duty hours.

Administrative staff who declare themselves candidates for an elective office shall notify the Superintendent immediately upon qualifying for election. They shall submit to the Superintendent a written explanation of how they will conduct their campaign so that it will be in accord with the requirements of State law and this policy.

All candidates for public office may be granted personal leave without pay. The administrative staff member's request for leave shall be submitted according to the established procedure. The Board may grant such personal leave without pay for a period not to exceed thirty (30) calendar days prior to the election.

Such candidates shall adhere strictly to Florida statutes governing political activity on the part of public official and public employees.

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Legal	F.S. 106.113
	F.S. 104.31
	F.S. 110.233
	F.A.C. 60L-36.002

Last Modified by Maria Cain on September 22, 2022



Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	REMOTE WORK
Code	po1500 rjp 9/22
Status	

New Policy - Vol. 23, No. 1

1500 - REMOTE WORK

School Board employees are required to work at their assigned District building, District site, or school building. However, the Board recognizes that certain positions allow for remote work and/or certain District-declared emergencies require remote work.

Eligible employees are only authorized to work remotely in accordance with this policy and procedures developed by the Superintendent.

Remote working can be considered when it provides an operational benefit to the Board; the responsibilities and duties of the position can be accomplished successfully from a remote environment; and the employee demonstrates the skills and abilities needed to effectively work remotely.

Employees are not permitted to work remotely unless approved in advance by the Superintendent.

Definitions

- A. Remote Work/Working – a temporary work or work arrangement during which an employee performs their assigned job duties in an alternate work location away from their assigned District building, District site, or school building.
- B. Alternate Work Location(s) - approved locations, other than the employee's normal assigned workplace, where official District business is performed. The most common alternate work location is the home of an employee. Alternate work locations must be approved in advance by the Superintendent.
- C. Remote Working Agreement - Remote work arrangements are approved by the Superintendent and documented in writing in a remote working agreement. Remote working agreements include specific terms such as employee hours, employee responsibilities, employee expectations, and confidentiality. Remote working agreements may not exceed a contract year but may be renewed by the Superintendent.

Eligible Positions

Positions for which remote work may be authorized are determined at the discretion of the Superintendent.

Termination of Remote Working Agreements

Remote working agreements are approved at the discretion of the Superintendent and may be revoked/terminated at any time.

Nothing in this policy is intended to interfere with, or supplant, any rights afforded to employees under the Americans with Disabilities Act, as amended, or Section 504 of the Rehabilitation Act of 1973.



Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	CURRICULUM DEVELOPMENT
Code	po2210 JM 9/21/2022
Status	
Adopted	June 13, 2017

2210 - CURRICULUM DEVELOPMENT

The School Board recognizes its responsibility for the quality of the educational program of the schools. As the educational leader of the District, the Superintendent shall be responsible to the Board for the development and evaluation of curriculum and the preparation of courses of study.

For purposes of this policy and consistent communication throughout the District, curriculum shall be defined as:

- A. the courses of study, subjects, classes, and organized activities provided by the school;
- B. learning activities approved by the Board for individuals or groups of students and expressed in terms of specific instructional objectives or class periods;
- C. the plan for learning necessary to accomplish the educational goals of the District;
- D. all the planned activities of the schools, including formal classroom instruction and out-of-class activity, both individual and group, necessary to accomplish the educational goals of the District.

The Board directs that the curriculum of this District:

- A. provides instruction in courses required by statute and State Department of Education regulations;
- B. be consistent with the District's philosophy and goals and ensure the possibility of their achievement;
- C. allows for the development of individual talents and interests as well as recognize that learning styles of students may differ;
- D. provides for continuous and cumulative learning through effective articulation at all levels;
- E. utilizes a variety of learning resources to accomplish the educational goals;
- F. encourages students to utilize guidance and counseling services in their academic and career planning.

The Superintendent shall make progress reports to the Board annually.

Annually, by **a date determined by the Florida Department of Education May 1st**, the District shall submit a **Board-approved** K-12 comprehensive reading plan **to the Department for the specific use of the evidence-based reading instruction allocation, based upon a root-cause analysis** ~~for review and approval by the Just Read, Florida! Office.~~

The Superintendent may conduct such innovative programs as are deemed to be necessary to the continuing growth of the instructional program and to better ensure accomplishment of the District's educational goals.

The Superintendent shall report each such innovative program to the Board along with its objectives, evaluative criteria, and costs.

The Board encourages, where it is feasible and in the best interest of the District, participation in programs of educational research.

The Board encourages the Superintendent to consider State or Federally developed programs for meeting local needs. This may also include consideration of outstanding programs from other districts in the State. The Board directs the Superintendent to pursue actively State and Federal aid in support of the District's innovative activities.

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Legal

- F.S. 1001.215
- F.S. 1001.41
- F.S. 1001.42
- F.S. 1001.51
- F.S. 1004.64
- F.S. 1008.22
- F.S. 1008.34
- F.S. 1011.62
- Chapter I of Education Consolidation and Improvement Act of 1981
- P.L. 97-35

Last Modified by Maria Cain on September 21, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	VIRTUAL INSTRUCTION
Code	po2370.01 JM 9/21/2022
Status	
Adopted	June 13, 2017
Last Revised	February 27, 2018

2370.01 - **VIRTUAL INSTRUCTION**

The following options are available to students **residing within the District** for part-time or full-time participation in virtual instruction, Kindergarten through Grade 12:

- A. through courses delivered in the traditional school setting by instructional staff providing direct instruction through either virtual instruction or by blending traditional and online instruction;
- B. through full-time virtual charter school instruction authorized under F.S. 1002.33;
- C. through enrollment in the Florida Virtual School;
- D. through enrollment with Virtual Instruction Providers approved by the Florida Department of Education (FLDOE);
- E. through enrollment in an online course offered by any other Florida school district;
- F. through virtual courses offered in the virtual course code directory;
- G. through participation in the District-operated part-time or full-time virtual instruction programs (VIP) organized under F.S. 1002.45(1).

The District shall provide access to enroll in courses available through one of the District options for virtual instruction, and shall award credit for successful completion. Access to online courses is available to students during and after the normal school day and through summer school enrollment. A District student will not be required to take an online course outside the regular school day in addition to the student's courses for a given semester or on school grounds.

The purposes of the options above is to make instruction available to District students using online and distance education technology in either a traditional classroom or a nontraditional classroom (i.e., primarily outside of public school buildings). If the student and his/her parents select part-time or full-time instruction delivered by providers approved by the FLDOE, they will have the right to select from the list of approved providers.

The District may offer a full time or part time program for grade 9-12 students enrolled in dropout prevention, academic intervention, Department of Juvenile Justice (DJJ), core courses to meet class size requirements, or community colleges.

Student Participation Requirements

Students participating in a virtual instruction program must take statewide standardized assessments pursuant to F.S. 1008.22 **and participate in the coordinated screening and progress monitoring system under F.S. 1008.25.**

Open Enrollment

The District will provide timely written notice to parents of at least one (1) open enrollment period for full-time students of ninety (90) days or more which ends at least thirty (30) days before the first day of the school year.

Notification of Virtual Instruction Program to Parents and Students

Within the first week of each school year, the District shall provide notification to parents and students about a student's right and choice to participate in a virtual instruction program and in courses offered by the Florida Virtual School under State law.

Online Course Requirements for Graduation

Online course requirements for graduation are set forth in Policy 5460 - Graduation Requirements.

Revised 2/27/18

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Legal	F.S. 1000.04
	F.S. 1001.20
	F.S. 1001.42
	F.S. 1002.20
	F.S. 1002.321
	F.S. 1002.37
	F.S. 1002.45
	F.S. 1002.455
	F.S. 1003.02
	F.S. 1003.321
	F.S. 1003.4282
	F.S. 1003.498
	F.S. 1003.499
	F.S. 1006.29
	F.S. 1007.27
	F.S. 1011.62
	F.A.C. 6A-6.0981

Last Modified by Maria Cain on September 23, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	STUDENT PRIVACY AND PARENTAL ACCESS TO INFORMATION
Code	po2416 GM 9/22/2022
Status	
Adopted	June 13, 2017

2416 - **STUDENT PRIVACY AND PARENTAL ACCESS TO INFORMATION**

The School Board respects the privacy rights of parents and their children. No student shall be required, as a part of the school program or the District's curriculum, without prior written consent of the student (if an adult or an emancipated minor) or, if an unemancipated minor, his/her parents, to submit to or participate in any survey, analysis, or evaluation that reveals information concerning:

- A. political affiliations or beliefs of the student or his/her parents;
- B. mental or psychological problems of the student or his/her family;
- C. sex behavior or attitudes;
- D. illegal, anti-social, self-incriminating, or demeaning behavior;
- E. critical appraisals of other individuals with whom respondents have close family relationships;
- F. legally recognized privileged and analogous relationships, such as those of lawyers, physicians, and ministers;
- G. religious practices, affiliations, or beliefs of the student or his/her parents; or
- H. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program).

The Superintendent shall establish procedures whereby parents may inspect any materials used in conjunction with any such survey, analysis, or evaluation.

Further, parents have the right to inspect, upon request, a survey or evaluation created by a third party before the survey/evaluation is administered or distributed by the school to the student. The parent will have access to the survey/evaluation within a reasonable period of time after the request is received by the building principal.

Before administering a student well-being questionnaire or health screening form to a student in kindergarten through grade 3, the District will provide the questionnaire or form to the parent and obtain the permission of the parent.

Additionally, parents have the right to inspect, upon request, any instructional material used as part of the educational curriculum of the student or used in a research or experimentation program in which the student is engaged. The parent will have access to the instructional material within a reasonable period of time after the request is received by the building principal. The term instructional material means instructional content that is provided to a student, regardless of its format, including printed and representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or assessments.

The Board will not allow the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose).

The Superintendent is directed to provide notice directly to parents of students enrolled in the District of the substantive content of this policy at least annually at the beginning of the school year, and within a reasonable period of time after any substantive change in this policy. In addition, the Superintendent is directed to notify parents of students in the District, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when the administration of any survey by a third party that contains one or more of the items described in A through H above are scheduled or expected to be scheduled.

Parents have the right to inspect, upon request, any instrument used in the collection of personal information before the instrument is administered or distributed to the student. The parent will have access to the instrument within a reasonable period of time after the request is received by the building principal.

The term "personal information" means individually identifiable information including: a student or parent's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; and a Social Security identification number.

This section does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as the following: (1) college or other postsecondary education recruitment, or military recruitment; (2) book clubs, magazines, and programs providing access to low-cost literary products; (3) curricular and instructional materials used by elementary and secondary schools; (4) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments; (5) the sale by students of products or services to raise funds for school-related or education-related activities; and (6) student recognition programs.

For purposes of this policy, the term "parent" includes a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child).

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Legal
F.S. 1002.22
20 U.S.C. 1232g
20 U.S.C. 1232h
34 C.F.R. Part 98

Last Modified by Maria Cain on September 23, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	EXCEPTIONAL STUDENT EDUCATION
Code	po2460 AJ 09.11.22
Status	
Adopted	June 13, 2017

2460 - **EXCEPTIONAL STUDENT EDUCATION**

The School Board, as an expression of its commitment to provide a free, appropriate, public education for students with disabilities in accordance with State and Federal laws, rules, and regulations, shall develop and implement Special Programs and Procedures for Exceptional Students and the District Plan for Exceptional Student Education. These documents shall include at least the components listed below, shall provide administrative procedures for Exceptional Student Education Programs, and shall be revised when required by the Florida Department of Education (FLDOE), readopted, and submitted to the FLDOE.

A. Child Identification

The District will make ongoing efforts to identify, locate, and evaluate students below twenty-two (22) years of age, who reside within the District and have a confirmed or suspected disability in accordance with all Federal regulations and State standards.

B. Procedural Safeguards

A child with a disability and his/her parent shall be provided with safeguards, as required by law, throughout the identification, evaluation, and placement process, and the provision of a free, appropriate, public education to the student.

C. Multifactorial Evaluation

A student may not be given special instruction or services as an exceptional student until after s/he has been properly evaluated and found eligible as an exceptional student in the manner prescribed by rules of the State Board of Education.

The District will provide a multifactorial evaluation for students with disabilities by ensuring that:

1. children are assessed in their native language or other mode of communication;
2. tests are used for their validated purposes;
3. children are evaluated in all areas related to their suspected disability;
4. testing is conducted by a multidisciplinary team;
5. testing materials and procedures are not racially or culturally biased;
6. tests are administered by trained personnel qualified in accordance with all Federal regulations and State standards;
7. tests are administered in conformance with the instructions provided by the producer;
8. medical evaluation, when required as part of the multifactorial evaluation, shall be provided at no cost to the parent by a licensed physician designated by the Superintendent or his/her designee, when other no-cost resources are not available.

The parent of an exceptional student evaluated and found eligible or ineligible shall be notified of each such evaluation and determination. Such notice shall contain a statement informing the parent that s/he is entitled to a due process hearing on the identification, evaluation, and eligibility determination or non-determination.

D. Individualized Education Program

The District will develop an individualized education program (IEP) for each child with a disability who needs special education and related services. The IEP shall be designed to meet the unique educational needs of the child and shall be developed in meetings with the child's designated IEP Team. At the initial meeting of a student's IEP team, the District will provide parents with information about the amount of funding the District receives for each of the five (5) exceptional student education support levels for a full-time student.

Parents of the child shall be strongly encouraged to participate in all planning conferences and IEP Team meetings. The school will provide written notice of an IEP meeting to the parent at least ten (10) days before the meeting, indicating the purpose, time, and location of the meeting and who, by title or position, will attend the meeting. The IEP Team meeting requirement may be waived by informed consent of the parent after the parent receives the written notice.

The District will utilize FLDOE parental consent forms for the following actions in a student's IEP:

1. administer to the student an alternate assessment pursuant to F.S. 1008.22 and provide instruction in the State standards access points curriculum; and
2. place the student in an exceptional student education center.

Except for a disciplinary interim alternative placement for no more than forty-five (45) school days, if the District determines that there is a need to change a student's IEP as it relates to the actions described above in 1 and 2, the school must hold an IEP Team meeting that includes the parent to discuss the reason for the change.

The District will not implement the change without parental consent unless the District documents reasonable efforts to obtain the parent's consent and the child's parent has failed to respond, or the District obtains approval through a due process hearing.

The child's IEP shall be reviewed and revised as often as necessary, but at least annually.

District personnel will collaborate with private instructional personnel who are hired or contracted by parents in compliance with F.S. 1003.572. "Private instructional personnel" include only the following:

1. individuals certified under F.S. 393.17 or licensed under Chapter 490 or Chapter 491 for applied behavior analysis services as defined in F.S. 627.6686 and 641.31098;
2. **registered behavior technicians who have a nationally recognized paraprofessional certification in behavior analysis and who practice under the supervision of individuals licensed under F.S. 393.17 or licensed under F.S. Chapter 490 or Chapter 491 by assisting such individuals in the provision of applied behavior analysis services;**

To provide services under this paragraph, a registered behavior technician must be employed by an enrolled Medicaid provider.

3. speech-language pathologists licensed under F.S. 468.1185;
4. occupational therapists licensed under part III of 379 Chapter 468;
5. physical therapists licensed under Chapter 486;
6. psychologists licensed under Chapter 490; and
7. clinical social workers licensed under Chapter 491.

Private instructional personnel who are hired or contracted by parents to collaborate with public instructional personnel will be permitted to observe the student in the educational setting, collaborate with instructional personnel in the educational setting, and provide services in the educational setting only if the following requirements are met:

1. the student's public instructional personnel and principal consent to the time and place; and

2. the private instructional personnel satisfy the requirements of F.S. 1012.32 or 1012.321.

E. Least Restrictive Environment

The education of students with disabilities will occur in the least restrictive environment through appropriate special education programs and services designed to meet the unique needs of each disabled student. District personnel will use the regular school facilities and adapt them to the needs of exceptional students to the maximum extent appropriate. To the extent appropriate, students with disabilities, including students in public or private institutions or other care facilities, shall be educated with students who are not disabled. Placement of exceptional students will occur only when the nature or severity of the exceptionality is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

F. Confidentiality of Data

The confidentiality of personally-identifiable data relating to children with disabilities and their parents and families shall be protected at collection, storage, disclosure, and destruction; one official of this District shall be assigned the responsibility for protecting the confidentiality of personally-identifiable data. The District follows all Federal regulations and State standards related to the confidentiality of data. (See Policy 8330 - Student Records)

G. Due Process

The District will use procedures to allow differences of opinion between parents and this District or between agencies and this District, to be aired and resolved. The procedures shall provide for case conferences and impartial hearings on the District's proposal or refusal to initiate or change the identification, evaluation, eligibility, or educational placement of the child, or the provision of FAPE to the child.

The impartial hearings shall be conducted by an administrative law judge (ALJ) from the Florida Division of Administrative Hearings (DOAH) and shall be final. However, any party who does not agree with the findings and decision in the due process hearing, including a hearing relating to disciplinary procedures, has the right to bring a civil action with respect to the matter that was the subject of the due process hearing. The action may be brought in a State court of competent jurisdiction or in a district court of the United States without regard to the amount in dispute. In the alternative, in hearings conducted on behalf of a student who is identified as gifted, any party aggrieved by the decision of the ALJ has the right to request a review of the order by the District Court of Appeal as provided in F.S. 120.68.

During the pendency of a due process hearing or appellate proceeding regarding a due process complaint, the student shall remain in his/her current educational assignment, unless the parent and the Board otherwise agree.

H. Surrogate Parent

It shall be the policy of the District that whenever the parent or a person who acts in a parental role to a child with a disability or a child suspected of having a disability is determined to be legally unavailable, the child's rights shall be protected through the assignment of a surrogate parent. A surrogate parent means an individual appointed by the Superintendent and/or the court to act in place of a parent in educational decision making and in safeguarding a child's rights under the Individuals with Disabilities Education Act. The surrogate parent shall not be an employee of the Department of Education, the School District, a community-based care provider, the Department of Children and Family Services, or any other public or private agency involved in the education or care of the child. The surrogate parent shall meet all statutory requirements and attend the required training to be appointed. The Superintendent shall appoint a surrogate not more than thirty (30) days after the District determines a particular student is in need of a surrogate.

I. Testing Programs

Students with disabilities shall participate in local and State-wide testing programs to the maximum extent appropriate. Individual exemptions shall be determined only by the student's IEP Team. Exceptional students with disabilities shall have access to testing sites.

A student for whom the IEP Team determines that the State mandated testing cannot accurately measure the student's abilities, taking in to consideration all allowable accommodations, shall have the State mandated testing requirement waived for the purpose of receiving a standard high school diploma if the student completes the minimum number of credits and other requirements for graduation, but does not earn a passing score on the State mandated testing after one (1) opportunity in the 10th grade and one (1) opportunity in the 11th grade.

Further, pursuant to State law, the IEP team may determine that end-of- course assessment cannot accurately measure the abilities of the student and may, therefore, waive the use of the results of the end-of-course assessment for purposes of determining the student's course grade and middle school promotion or award of high school credits.

If the IEP Team determines that a student with a disability is prevented by a "circumstance" or "condition" as defined in F.S. 1008.212 from physically demonstrating the mastery of skills that have been acquired and are measured by the Statewide standardized assessment, a Statewide standardized end-of-course assessment, or an alternate assessment under F.S. 1008.22(3)(c), the IEP Team may submit to the superintendent a written request for an extraordinary exemption from the

administration of the assessment, pursuant to F.S. 1008.212. The request may be made at any time during the school year, but not later than sixty (60) days before the assessment for which the request is made. The superintendent will recommend to the Commissioner of Education whether the request should be granted or denied, and the Commissioner will grant or deny the requested exemption within thirty (30) days. A copy of the District's procedural safeguards as required in F.A.C. 6A-6.03311 shall be provided to the parent. If the parent disagrees with the IEP Team's recommendation, the dispute resolution methods described in the procedural safeguards shall be made available to the parent.

A parent who disagrees with the Commissioner's denial of a requested extraordinary exemption may request an expedited hearing before DOAH pursuant to F.S. 1008.212.

J. Right to be Accompanied at Meetings Pertaining to Students with Disabilities

Parents of students with disabilities, or eligible students with disabilities, may be accompanied by another person of their choice at a meeting with District personnel. Such meetings include, but are not limited to, meetings related to the eligibility for exceptional student education or related services; the development of an individual family support plan (IFSP); the development of an individual education plan (IEP); the development of a 504 accommodation plan issued under Section 504 of the Rehabilitation Act of 1973; the transition of a student from early intervention services to other services; the development of postsecondary goals for a student with a disability and the transition services needed to reach those goals; and other issues that may affect the student's educational environment, discipline, or placement of a student with a disability.

District personnel will not object to the attendance of such adult or discourage or attempt to discourage through any action, statement, or other means, parents or an eligible student, from inviting another person of their choice to attend a meeting. Parents, eligible students, or other individuals invited to attend such meetings by parents of students with disabilities or eligible students with disabilities on school grounds shall sign-in at the front office of such school as a guest.

Parents of students with disabilities, or eligible students with disabilities, and District personnel shall sign Form 5780 F1 at the meeting's conclusion which states whether or not any District personnel have prohibited, discouraged or attempted to discourage the parents, or eligible student, from inviting a person of their choice to the meeting pertaining to their child's, or their own, educational environment, placement, or discipline.

Placement by the Department of Children and Family Services

After the Department of Children and Family Services provides written notification to the District that an exceptional student has been placed in a private residential care facility, the receiving school district shall, within ten (10) business days, review the student's individual education plan (IEP) and shall:

- A. provide educational instruction to the student;
- B. contract with another provider to provide the educational instruction;
- C. contract with the private residential care facility in which the student resides to provide the educational instruction; or
- D. decline to provide or contract for educational instruction, in which case the school district in which the legal residence of the student is located shall provide or contract for the educational instruction of the student.

The Superintendent shall administer the local implementation of these State procedures, in accordance with State and Federal laws, rules, and regulations, which shall ensure fulfillment of this policy.

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Legal

- F.S. 1001.41
- F.S. 1001.42
- F.S. 1002.20
- F.S. 1003.01(3)
- F.S. 1003.4156
- F.S. 1003.428
- F.S. 1003.57
- F.S. 1003.5715
- F.S. 1003.572
- F.S. 1008.212
- F.S. 1008.22
- F.S. 1008.24
- Statewide Assessment for Students with Disabilities, F.A.C. 6A-1.0943
- Florida Alternate Assessment Requirements, F.A.C. 6A-1.09430
- Procedural Safeguards and Due Process Procedures for Parents and Students with Disabilities, F.A.C. 6A-6.03311
- Procedural Safeguards for Exceptional Students Who Are Gifted, F.A.C. 6A-6.03313 Surrogate Parents, F.A.C. 6A-6.0333
- Definitions, ESE Policies and Procedures, and ESE Administrators, F.A.C. 6A-6.03411
- 20 U.S.C. 1400 et seq.
- 20 U.S.C. 1401 et seq.
- 34 C.F.R. Part 300

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Revised Policy - Vol. 23, No. 1

2521 - INSTRUCTIONAL MATERIALS PROGRAM

The School Board shall provide instructional materials and equipment, within budgetary constraints, to implement the District's educational goals and objectives and to meet students' needs. The primary objective of such instructional materials and equipment shall be to enrich, support, and implement the educational program of the school. Instructional materials used in the District shall be consistent with the District goals and objectives and the course descriptions established by the State Board of Education and the State standards provided for in F.S. 1003.41.

State law requires the Board to provide adequate instructional materials free of charge to students who are enrolled in the District.

"Adequate instructional materials" means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction for each student in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's IEP. Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

The Board, hereby establishes an instructional materials program that includes the review, recommendation, adoption, and purchase of instructional materials. The program shall be implemented in accordance with the terms of this policy and administrative procedures adopted in accordance herewith. The program shall comply with all applicable provisions of F.S. Chapter 1006, Part I, F. Instructional Materials for K-12 Public Education.

The Superintendent shall certify to the Florida Department of Education (FLDOE) by March 31st of each year that all instructional materials for core courses used by the District are aligned with applicable State standards. A list of the core instructional materials that will be used or purchased for use by the District shall be included in the certification.

~~Instructional Materials Program and Processes, Criteria and Requirements~~

Selection, Duties, and Qualifications of Reviewers, Review of Instructional Materials, Recommendations of Reviewers, and Selection of Instructional Materials by Reviewer

The Board may employ or contract with one (1) or more instructional materials reviewers, one (1) or more of whom must be a parent with a child in a District public school. The qualifications of the instructional materials reviewer shall be set forth in the Board-approved job description for the position, or, alternatively, in the contract for services. **A meeting of a committee for the purpose of ranking, eliminating, or selecting instructional materials for recommendation to the Board must be noticed and open to the public in accordance with F.S. 286.011. A committee convened for such purposes must include parents of District students.**

The duties of an instructional materials reviewer are:

A. Procedures

To adhere to prescribed procedures for evaluating instructional materials submitted by publishers and manufacturers in each adoption.

B. Review, Recommendations, and Selection of Instructional Materials by Reviewer

1. Reviewers shall utilize the selection criteria set forth in State law, including F.S. 1006.34(2)(b) and recommend for adoption only those instructional materials aligned with State standards provided for in F.S. 1003.41.
2. Instructional materials recommended by each reviewer shall be, to the satisfaction of each reviewer, accurate, objective, balanced, noninflammatory, current, free of pornography and material prohibited under F.S. 847.12, and suited to student needs and their ability to comprehend the material presented. Reviewers shall consider for recommendation materials developed for academically talented students, such as students enrolled in advanced placement courses. When recommending instructional materials, each reviewer shall:
 - a. include only instructional materials that accurately portray the ethnic, socioeconomic, cultural, religious, physical, and racial diversity of our society, including men and women in professional, career, and executive roles and the role and contributions of the entrepreneur and labor in the total development of this State and the United States;
 - b. include only materials that accurately portray, whenever appropriate, humankind's place in ecological systems, including the necessity for the protection of our environment and conservation of our natural resources and the effects on the human system of the use of tobacco, alcohol, controlled substances, and other dangerous substances;
 - c. include materials that encourage thrift, fire prevention, and humane treatment of people and animals;
 - d. require, when appropriate to the comprehension of students, that materials for social science, history, or civics classes contain that Declaration of Independence and the Constitution of the United States;

A reviewer may not recommend any instructional materials that contain any matter reflecting unfairly upon persons because of their race, color, creed, national origin, ancestry, gender, religion, disability, socioeconomic status, or occupation.
3. In the selection of instructional materials, library media, and other reading material used in the public school system, the standards used to determine the propriety of the material shall include:
 - a. the age of the students who normally could be expected to have access to the material;
 - b. the educational purpose to be served by the material;

In considering instructional materials for classroom use, priority shall be given to the selection of materials which encompass the State and Board performance standards provided for in F.S. 1001.03(1) and which include the instructional objectives contained within the curriculum frameworks approved by rule of the State Board of Education.

 - c. the degree to which the material would be supplemented and explained by mature classroom instruction as part of a normal instructional program;
 - d. the consideration of the broad racial, ethnic, socioeconomic, and cultural diversity of the students of this State.
4. Any instructional material containing pornography or otherwise prohibited by F.S. 847.012 may not be used or made available within any public school.
5. After a thorough study of all data submitted on each instructional material, the reviewer shall submit an electronic report to the Superintendent for presentation to the Board. The report shall be in substantially the same format as the form used by the FLDOE. All instructional materials recommended by a reviewer shall be accompanied by a statement from the reviewer that the materials align with State standards pursuant to F.S. 1003.41 and the requirements of F.S. 1006.31.

Certification of the Accuracy of Instructional Materials

In addition to relying on statements of publishers or manufacturers of instructional materials, the reviewer may, with the approval, and subject to the direction of the Superintendent, conduct or cause to be conducted an independent investigation to determine the

accuracy of State-adopted instructional materials.

When errors in Board-adopted materials are confirmed, the publisher of the materials shall provide to each district school board that has purchased the materials the corrections in a format approved by the department.

The Board may remove materials from the list of Board-adopted materials if it finds that the content is in error and the publisher refuses to correct the error when notified by the Board.

The Board may remove materials from the list of Board-adopted materials at the request of the publisher if, in its opinion, there is no material impact on the State's education goals.

Affidavit of Instructional Materials Reviewer

Before commencing his/her duties, a District instructional materials reviewer shall execute an affidavit which substantially includes the following requirements of F.S. 1006.30:

- A. The reviewer will faithfully discharge the duties imposed upon him/her.
- B. The reviewer has no interest in any publishing or manufacturing organization that produces or sells instructional materials.
- C. The reviewer is in no way connected with the distribution of the instructional materials.
- D. The reviewer does not have any direct or indirect pecuniary interest in the business or profits of any person engaged in manufacturing, publishing, or selling instructional materials designed for use in the public schools.
- E. The reviewer will not accept any emolument or promise of future reward of any kind from any publisher or manufacturer of instructional materials or his/her agent or anyone interest in, or intending to bias his/her judgment in any way in, the selection of any materials to be adopted.
- F. The reviewer understands that it is unlawful to discuss matters relating to instructional materials submitted for adoption with any agent of a publisher or manufacturer of instructional materials, either directly or indirectly, except during the period when the publisher or manufacturer is providing a presentation for the reviewer during his/her review of the instructional materials submitted for adoption.

Board Adoption of Instructional Materials

After receipt from the Superintendent of a reviewer's electronic report and recommendation, the Board shall publish a notice indicating the date, time, and location of an open public hearing to address the recommended instructional materials. The public shall have an opportunity to provide public comment at the public hearing.

Following the public hearing, the Board shall publish notice indicating the date, time, and location of an open public meeting to approve an annual instructional materials plan to identify any instructional materials that will be purchased through the Board instructional materials review process pursuant to this policy. This public meeting will be held on a different date than the public hearing. **The Board will select, approve, and adopt all materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.**

Notice of the public hearing and public meeting identified herein shall specifically identify which instructional materials are being reviewed and the **manner** in which the instructional materials can be accessed for public review. The hearing must allow the parent of a District student or a resident of the county to proffer evidence that a recommended instructional material does not meet the criteria provided in F.S. 1006.31(2), taking into consideration course expectations based on the District's comprehensive plan for student progression under F.S. 1008.25(2) and course descriptions in the course code directory.

~~Policy 2520—Selection and Adoption of Instructional Materials sets forth in detail the process to challenge the adoption of instructional materials.~~

For purposes of this policy, "resident" means a resident of the county who has maintained his/her residence in Florida for the preceding year, has purchased a home that is occupied by him/her as his/her residence, or has established a domicile in Florida pursuant to F.S. 222.17.

At least twenty (20) calendar days before the Board hearing and public meeting, the Board shall make available online to the public through the District's website all student editions of the recommended instructional materials. In making these materials available, District staff shall implement reasonable safeguards against the unauthorized use, reproduction, and distribution of instructional materials considered for adoption.

Publication on Website

The Board will publish on its website, in a searchable format, a list of all instructional materials, including those used to provide required instruction under Florida law.

School Library Media Centers and Reading Lists

Effective July 1, 2022, each book newly made available to students through a school library media center or included in a recommended or assigned school or grade level reading list must be selected and approved by a District employee who holds a valid educational media specialist certificate, regardless of whether the book is purchased, donated, or otherwise made available to students.

Procedure

The media specialist will endeavor to stay informed about appropriate new publications that become available, using multiple sources, such as discussions with colleagues, attendance at conferences, and reading a variety of periodicals and book reviews. The media specialist will also receive and consider suggestions and requests brought forward by other faculty, students, and parents.

Potential new books for the school library media center will be evaluated to determine if they would be suitable for student needs, and whether they would be appropriate for the intended grade level and age group. In considering new acquisitions, the media specialist will consult reputable, professionally recognized reviewing periodicals and school community stakeholders. The media specialist will also assess student interest in the subject(s) presented and the ability of students to comprehend the material presented. Books selected must be free of pornography and material prohibited under F.S. 847.012.

The goal of the selection process is for the school's library media center and reading list collections to be based on reader interest, the support of state academic standards and aligned curriculum, and the academic needs of students and faculty.

After evaluation, the media specialist will inform the principal of those books that have been evaluated and are approved for inclusion in the collections.

Periodically, books will be removed from the collections or discontinued, based on their poor physical condition, low rate of recent circulation, non-alignment to state standards, out-of-date content, or status following a parent's or community member's objection.

The procedures for developing library media center and reading list collections will be posted on the website for each school in the District.

Access

Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The school principal shall arrange for a convenient time to provide such access.

Each elementary school will publish on its website, in a searchable format, a list of all materials maintained in the school library media center or required as part of a school or grade-level reading list.

Purchase of Instructional Materials, Including Advertising and Bidding

Beginning on or before May 15th of any year in which an instructional materials adoption is to be initiated, the District shall advertise in a local newspaper of general circulation ~~(the Florida Administrative Register)~~ four (4) weeks preceding the date on which the bids shall be received, that at a certain designated time, not later than June 15th, sealed bids or proposals to be deposited with the District will be received from publishers or manufacturers for the furnishing of instructional materials proposed to be adopted as listed in the advertisement beginning April 1st following the adoption.

The advertisement shall state that each bidder shall furnish electronic sample copies of all instructional materials submitted, at a time designated by the District, which copies shall be identical with the copies approved and accepted by State instructional materials reviewers, and with the copies furnished to the District and Superintendent.

The advertisement shall state that a contract covering the adoption of the instructional materials shall be for a definite term.

The advertisement shall fix the time within which the required contract must be executed and shall state that the ~~District~~**Department** reserves the right to reject any or all bids.

The advertisement shall give information regarding digital specifications that have been adopted by the Board, including minimum format requirements that will enable electronic and digital content to be accessed through the District's local instructional improvement system and a variety of mobile, electronic, and digital devices. Beginning with specifications released in 2014, the digital specifications shall include requiring the capability for searching by State standards and site and student-level licensing. Such digital format specifications shall be appropriate for the interoperability of the content. The Board will not adopt specifications that require the instructional materials to include specific references to State mandated testing and ~~Next Generation Sunshine~~-State ~~academic standards~~**Standards** and benchmarks at the point of student use.

The bids submitted shall be for furnishing the designated materials in accordance with specifications of the District. The bid shall state the lowest wholesale price at which the materials will be furnished, at the time the adoption period provided in the contract begins. **The Board will purchase all materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.**

Each publisher or manufacturer of instructional materials who submits a bid under this part is required to deposit with the District such sum of money or certified check as may be determined by the District, the amount to be not less than \$500 and not more than \$2,500, according to the number of instructional materials covered by the bid, which deposit shall be forfeited to the Board and placed in the (General Revenue Fund) General Fund if the bidder making the deposit fails or refuses to execute the contract and bond within thirty (30) days after receipt of the contract in case his/her bid or proposal is accepted. The District shall, upon determining that the deposit is correct and proper, deposit the funds in an interest bearing trust account and issue his/her official receipt.

Sample copies of all instructional materials that have been made the bases of contracts under this policy shall upon request for the purpose of public inspection, be made available by the publisher to the Department of Education and the Superintendent from the state list upon request for the purpose of public inspection.

Any materials purchased shall be free of pornography and material prohibited under F.S. 847.12, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available.

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

Review Cycle for Instructional Materials by Subject Area

By April 15th of each school year, the instructional material reviewer shall review all instructional materials and evaluate the content for alignment with applicable State Standards. The reviewer shall review the materials for the level of instructional support and the accuracy and appropriateness of progression of introduced content. Instructional materials shall be made electronically available to the reviewer. The reviewer shall rate the material on the instructional usability of the resources.

Compliance with F.S. 1006.32, Relating to Prohibited Acts

In accordance with State law, this policy strictly prohibits any individual or the Board from engaging in any of the prohibited acts set forth in F.S. 1006.32.

Parental Notification of Access to Student's Instructional Materials and Access to Materials and Books in District Libraries

The District shall notify parents through the District's website and in writing annually of their ability to access their children's instructional materials through the District's local instructional improvement system. The notification shall encourage parents to access the local instructional improvement system.

Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The school principal shall arrange for a convenient time to provide such access.

Maximization of Student Use of District-approved Instructional Materials

In order to maximize student use of authorized instructional materials, the Board shall:

- A. purchase current instructional materials to provide each student with a major tool of instruction in core courses of the subject areas of mathematics, language arts, science, social studies, reading, and literature for kindergarten through grade 12;
- B. by the 2015-2016 fiscal year, use at least fifty percent (50%) of the annual allocation for the purchase of digital or electronic instructional materials included on the State-adopted list, except as otherwise authorized by law or rules of the State Board of Education;

- C. use up to 100% of that portion of the annual allocation designated for the purchase of instructional materials for kindergarten, and up to seventy-five percent (75%) of that portion of the annual allocation designated for the purchase of instructional materials for first grade, to purchase materials not on the State-adopted list, which shall be used for the purchase of instructional materials or other items having intellectual content which assist in the instruction of a subject or course.

These items may be available in bound, unbound, kit, or package form and may consist of hardbacked or softbacked textbooks, electronic content, replacements for items which were part of previously purchased instructional materials, consumables, learning laboratories, manipulatives, electronic media, computer courseware or software, and other commonly accepted instructional tools.

The Superintendent shall implement procedures that will assure the maximum use by the students of the authorized instructional materials.

Required Curriculum

Nothing in this policy shall limit or remove the responsibility of the Board to include in its curriculum the required instruction specified in State law including, but not limited to, the following:

- A. The history of the United States; the history of the Holocaust.
- B. The history of African Americans.
- C. The study of Hispanic contributions to the United States.
- D. The study of women's contributions to the United States.
- E. The nature and importance of free enterprise to the United States economy.
- F. The elementary principles of agriculture; and kindness to animals.

Publisher and Manufacturer Duties, Responsibilities, and Requirements

In accordance with State law, all publishers and manufacturers of instructional materials, and their representatives, must comply with the requirements of F.S. 1006.38. These requirements include, but are not limited to, the following:

- A. Electronically deliver fully developed sample copies of all instructional materials upon which bids are based to the department pursuant to procedures adopted by the State Board of Education.
- B. Submit, at a time designated in F.S. 1006.33, the following information:
 - 1. Detailed specifications of the physical characteristics of the instructional materials, including any software or technological tools required for use by the District, school, teachers, or students. The publisher or manufacturer shall comply with these specifications if the instructional materials are adopted and purchased in completed form.
 - 2. Evidence that the publisher or manufacturer has provided materials that address the performance standards provided for in F.S. 1001.03(1) and that can be accessed through the District's digital classrooms plan and a variety of electronic, digital, and mobile devices.
 - 3. Evidence that the instructional materials include specific reference to Statewide standards in the teacher's manual and incorporate such standards into chapter tests or the assessments.
- C. Make available for purchase by the Board any diagnostic, criterion-referenced, or other tests that they may develop.
- D. Furnish the instructional materials offered by them at a price in the State which, including all costs of electronic transmission, may not exceed the lowest price at which they offer such instructional materials for adoption or sale to any state or school district in the United States.
- E. Reduce automatically the price of the instructional materials to the Board to the extent that reductions are made elsewhere in the United States.
- F. Provide any instructional materials free of charge in the State to the same extent as they are provided free of charge to any state or school district in the United States.

- G. Guarantee that all copies of any instructional materials sold in this State will be at least equal in quality to the copies of such instructional materials that are sold elsewhere in the United States and will be kept revised, free from all errors, and up-to-date as may be required by the department.
- H. Agree that any supplementary material developed at the District or State level does not violate the author's or publisher's copyright, provided such material is developed in accordance with the doctrine of fair use.
- I. Not in any way, directly or indirectly, become associated or connected with any combination in restraint of trade in instructional materials, nor enter into any understanding, agreement, or combination to control prices or restrict competition in the sale of instructional materials for use in the State.
- J. Maintain or contract with a depository in the State.
- K. For the core subject areas specified in F.S. 1006.40(2), maintain in the depository for the first three (3) years of the contract an inventory of instructional materials sufficient to receive and fill orders.
- L. For the core subject areas specified in F.S. 1006.40(2), ensure the availability of an inventory sufficient to receive and fill orders for instructional materials for growth, including the opening of a new school, and replacement during the 3rd and subsequent years of the original contract period.
- M. Accurately and fully disclose only the names of those persons who actually authored the instructional materials.
- N. Grant, without prior written request, for any copyright held by the publisher or its agencies automatic permission to the Board for the reproduction of instructional materials and supplementary materials in Braille, large print, or other appropriate format for use by visually impaired students or other students with disabilities that would benefit from use of the materials.

Assessment and Collection of Fees

The Board **shall not** assess and collect fees from publishers participating in the instructional materials approval process.

The amount of fees assessed and collected shall be posted on the District's website and reported to the Florida Department of Education. The fees shall not exceed the actual cost of the review process, and the fees shall not exceed \$3,500 per submission by a publisher. Any fees collected for this process shall be allocated for the support of the review process and maintained in a separate line item for auditing purposes.

The fees shall be used to cover the actual cost of substitute teachers for each workday that a member of the District's instructional staff is absent from his/her assigned duties for the purpose of rendering service as an instructional materials reviewer. In addition, each reviewer may be paid a stipend and is entitled to reimbursement for travel expenses and per diem in accordance with F.S. 112.061 for actual service in meetings.

Instructional materials that have been reviewed by the District instructional materials reviewers and approved must have been determined to align with all applicable State standards pursuant to F.S. 1003.41 and the requirements in F.S. 1006.31. The Superintendent shall annually certify to the FLDOE that all instructional materials for core courses used by the District are aligned with all applicable State standards.

A list of all approved instructional materials shall be maintained by the Superintendent and made available for the use of the instructional staff.

Fees Charged to Parents

A student or his/her parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping, **plus ten percent (10%)**.

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

Free School-Related Instructional Materials

Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

- A. Educational films should contain a minimum amount of commercial advertising.
- B. The advertising feature of the materials should be minimized.
- C. The materials should fill a legitimate purpose of the school curriculum.

D. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.

Equipment or Instructional Materials Vendors

The principal may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

Public Inspection of Sample Copies of Instructional Materials

In addition to the requirements for public inspection of sample copies of instructional materials required by this policy, the Board shall make available for public inspection sample copies of all instructional materials that have been purchased by the Board. Members of the public seeking to inspect these materials shall contact the Directors of Elementary and Secondary Curriculum.

~~Parent and Resident Objections to Instructional Material Used in Classrooms, Made Available in a School Library, or Included on a Reading List~~

~~Parents and residents of the county may object to the use of a specific instructional material in the classroom, made available in a school library, or included on a reading list based on the criteria set forth in F.S. 1006.28(2)(a)2. or F.S. 1014.05(1)(c):~~

~~For purposes of this policy, "resident" means a resident of the county who has maintained their residence in Florida for the preceding year, has purchased a home that is occupied them as their residence, or has established a domicile in Florida pursuant to F.S. 222.17:~~

~~{DRAFTING NOTE—F.S. 1006.28 requires school boards to adopt a policy regarding an objection by a parent or a resident of the county to the use of a specific instructional material, which clearly describes a process to handle all objections and provides for resolution. Neola has created three options for consideration by the Board as to how to resolve such objections; however, the Board may elect to create its own process regarding how objections by a parent or a resident must be resolved.}~~

~~{SELECT OPTION 1, OPTION 2, OR OPTION 3}~~

~~{ } {OPTION 1}~~

~~All challenges under this policy shall be addressed as follows:~~

~~A. () The complaint is to be addressed to the _____, in writing, and shall include:~~

- ~~1. () author;~~
- ~~2. () title;~~
- ~~3. () publisher;~~
- ~~4. () the complainant's familiarity with the material challenged;~~
- ~~5. () sections challenged, by page and item;~~
- ~~6. () whether the challenged material contains content that is pornographic or prohibited under F.S. 847.012, is not suited to student needs and their ability to comprehend the material presented, or is inappropriate for the grade level and age group for which the material is used.~~

~~B. () Upon receipt of the information, the _____ () shall () may,~~

~~() after advising the _____ of the complaint,~~

~~() and upon the _____ approval,~~

~~appoint a review committee which may consist of:~~

- ~~1. () one (1) or more instructional staff members including _____;~~

2. ~~() one (1) or more Board members;~~
 3. ~~() one (1) or more lay persons knowledgeable in the area.~~
- C. ~~() The Superintendent shall be an ex officio member of the committee.~~
- D. ~~() The committee, in evaluating the questioned material, shall be guided by the following criteria:~~
1. ~~() the appropriateness of the material for the age and maturity level of the students with whom it is being used~~
 2. ~~() the accuracy of the material~~
 3. ~~() the objectivity of the material~~
 4. ~~() the use being made of the material~~
- E. ~~() The material in question () may be () may not be withdrawn from use pending the committee's recommendation to the Superintendent.~~
- F. ~~() The committee's recommendation shall be reported to the Superintendent in writing within _____ business days following the formation of the committee. The Superintendent will advise the complainant, in writing, of the committee's recommendation and advise the Board of the action taken or recommended.~~
- G. ~~() The complainant may appeal this decision, within thirty (30) business days, to the Board through a written request to the Superintendent, who shall forward the request and all written material relating to the matter to the Board.~~
- H. ~~() The Board shall review the case, including all evidence proffered by the objector, during a publicly-noticed Board meeting. The Board shall announce during the meeting whether the challenged material meets the requirements of this Policy. The complainant shall submit any additional evidence for the Board's consideration no later than _____ days before the meeting at which the Board will consider the challenge.~~

~~No challenged material may be removed from the curriculum or from a collection of resource materials except by action of the Board, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.~~

~~The Board shall discontinue use of any material challenged under this policy if it contains content that is pornographic or prohibited under F.S. 847.012, is not suited to student needs and their ability to comprehend the material presented, or is inappropriate for the grade level and age group for which the material is used.~~

~~The decision of the Board shall be final.~~

~~{END OF OPTION 1}~~

~~{OR}~~

~~{ } {OPTION 2}~~

~~Parents and residents of the county should make any such objection in writing to the principal identifying the specific instructional material and stating the basis for the objection.~~

~~The principal will review the objection and may meet with the teacher and/or parents/resident, or both, in an attempt to resolve the objection, using an alternative instructional material. If the objection is not resolved to the objectors' satisfaction, the principal shall refer the matter to the appropriate District-level curriculum supervisor.~~

~~The District-level curriculum supervisor will meet with the objector and attempt to resolve the objection. The objector is further permitted to provide any evidence it desires to the District-level curriculum supervisor to consider as set forth in F.S. 1006.28(2)(a)2. a. and b. If the objection is not resolved to the objector's satisfaction, the matter will be referred to the Board for a public hearing.~~

~~The public hearing will be scheduled as soon as practicable to take place during a regularly scheduled Board meeting. Prior to the hearing, the Board will receive and review all evidence submitted by the objector. Additionally, the objector will have an opportunity to make a _____ minute oral presentation to the Board.~~

~~If the Board finds that the instructional material does not meet the criteria under F.S. 1006.28(2)(a)2.a. or that any other material contains prohibited content under F.S. 1006.28(2)(a)2.b., the district will discontinue use of the material for any grade level or age group for which such use is inappropriate or unsuitable.~~

~~The decision of the Board shall be final.~~

~~{END OF OPTION 2}~~

~~{OR}~~

~~{ } {OPTION 3}~~

~~Parents and residents of the county should make any such objection in writing to the principal identifying the specific instructional material and stating the basis for the objection.~~

~~The principal will review the objection and may meet with the teacher or objector, or both, in an attempt to resolve the objection, which may include using an alternative instructional material. If the objection is not resolved to the objector's satisfaction, the principal shall refer the matter to the appropriate District-level curriculum supervisor.~~

~~The District-level curriculum supervisor will meet with the objector and attempt to resolve the objection. If the objection is still not resolved to the objector's satisfaction, the matter will be referred for a hearing, using the hearing procedure set forth in Policy 2520.~~

~~If the Board finds that the instructional material does not meet the criteria under F.S. 1006.28(2)(a)2.a. or that any other material contains prohibited content under F.S. 1006.28(2)(a)2.b., the district will discontinue use of the material for any grade level or age group for which such use is inappropriate or unsuitable. The decision of the Board shall be final.~~

~~{END OF OPTION 3}~~

~~{END OF OPTIONS}~~

The process to challenge and/or object to the adoption of instructional materials is set forth in Policy 2520.

New Worlds Reading Initiative

The New Worlds Reading Initiative, created by the Florida Department of Education, provides high-quality, free books directly to K-5 students who score below a level 3 in the preceding year's Statewide English Language Arts Assessment (ELA) or having a substantial reading deficiency. The School District must notify parents of eligible students upon enrollment and at the beginning of each school year options for specific book topics or genres in order to maximize student interest in reading in writing and provide them with the application form, which must allow for the selection of specific book topics or genres for the student. The District must coordinate monthly book deliveries with the program administrator beginning no later than October and continuing through at least June. ~~However, for the 2021-2022 school year only, the delivery may begin no later than December 31, 2021.~~ The District must participate in the initiative by partnering with local nonprofit organizations and raising awareness by using marketing materials provided by the program administrator. A student's eligibility for the initiative continues until promotion to grade 6 or until the parent opts out of the initiative.

The District shall coordinate with each charter school it sponsors for the purposes of identifying eligible students, notifying parents, coordinating book deliveries, providing the opportunity to annually select book topics and genres, and raising awareness of the initiative.

The Statewide ELA is not the sole determiner of promotion. Additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and schools in identifying the reading level of the student. A parent of a student in grade 3 who is identified anytime during the year as being at risk of retention may request that the school begin collecting evidence for a portfolio.

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F.S. 119.071
F.S. 1001.215
F.S. 1002.22
F.S. 1003.41
F.S. 1003.485
F.S. 1006.28
F.S. 1006.28 through 1006.42
F.S. 1008.22
F.S. 1008.25(5) (a)
F.S. 1008.25(5) (c)
F.S. 1014.05
F.A.C. 6A-6.03028
34 C.F.R. Part 300

Last Modified by Maria Cain on September 28, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	STUDENT ASSESSMENT
Code	po2623 SS 9/22/2022
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Adopted	June 13, 2017
Last Revised	February 5, 2019

2623 - **STUDENT ASSESSMENT**

The School Board shall assess student achievement and needs in all program areas in compliance with the law and rules of the State Board of Education. The purpose will be to determine the progress of students and to assist them in attaining student performance objectives and the educational achievement goals of this District. Each student must participate in the Statewide, standardized assessment program and the local assessment program as required by law.

Student performance data shall be used in developing objectives for the school improvement plan, evaluating instructional personnel and administrative personnel, assigning staff, allocating resources, acquiring instructional materials and technology, implementing performance-based budgeting, and promoting and assigning students to educational programs. The analysis of student performance data will identify strengths and needs in the educational program and trends over time, and be used in conjunction with budgetary planning and development of remediation programs.

The Board shall require the following:

- A. mandatory participation by all eligible students as defined by the State Board of Education rules;
- B. industry certification examinations, national assessments, and Statewide assessments offered by the District be made available to all Florida Virtual School students in the District;
- C. industry certification examinations, national assessments, and Statewide assessments be taken at the student's regularly assigned school unless an alternative site is mutually agreed to by the District and the Florida Virtual School or authorized contractor. The District will notify students of the date and time of the administration of each examination or assessment.
- D. parents be informed of the testing program of the schools and of the Statewide, standardized tests or the local assessments that are to be administered to their children;
- E. data regarding individual test scores on either the Statewide, standardized tests or the local assessments be entered on the student's cumulative record, where it will be subject to the policy of this Board regarding student records;
- F. school and District test results will be reported to the public annually;
- G. the Superintendent shall develop procedures for the annual assessment of first, second, and third grade students on their reading proficiency and identify those students who are reading below grade level. S/He shall ensure that each student's teacher is involved in the assessment and in the identification of those students who are reading below grade level.

The District will notify the parent of each student who exhibits a deficiency in reading, shall consult with the parent in the development of a progress monitoring plan, and will provide intensive reading instruction to the student until the deficiency is corrected.

The Board shall administer the Statewide, standardized tests to students at the grade levels and for the subjects at the times designated by the Florida Commissioner of Education. The Statewide, standardized assessment program consists of Statewide, standardized comprehensive assessments, end-of-course (EOC) assessments, and the Florida Alternate Assessment.

A Statewide standardized EOC assessment must be used as the final cumulative examination for its associated course. No additional final assessment may be administered in a course with a Statewide, standardized EOC assessment. A District-required local assessment may be used as the final cumulative examination for its associated course in accordance with Board policy.

Local Assessments

The District shall administer a local assessment that measures student mastery of course content at the necessary level of rigor for the grade levels/subjects that are not included in the subjects and grade levels measured under the Statewide, standardized assessment program. The course content that will be measured by the local assessments is set forth in the State standards that are required by F.S. 1003.41 and in the course description.

The District will provide a student's performance results on District-required local assessments to the student's teachers and **parent within one (1) week**~~parents no later than thirty (30) days~~ after administering such assessments unless the superintendent determines in writing that extenuating circumstances exist and report the extenuating circumstances to the Board. **Results will be made available through a web-based portal as part of the District's student information system and in a printed format upon request by a student's parent.**

Local Assessment Committees

The Superintendent is authorized to convene local assessment committees to evaluate the assessments that are available to measure the performance of the District's students in all subjects and grade levels not measured by Statewide, standardized assessments, and to recommend to the Superintendent the assessment that would be most appropriate for the purpose required by State law. In so doing, these committees shall consider item banks, facilitating the sharing of developed tests with other school districts, acquiring assessments from State and national curriculum-area organizations, and providing technical assistance in best professional practices of test development based upon State-adopted curriculum standards, as well as established protocols for Statewide, standardized assessments concerning administration, scoring, and security.

Upon approval of the Superintendent of the specific type of assessment to be used at each grade level and for each subject not measured by a Statewide, standardized assessment, these committees shall then be responsible for the selection and/or development of each specific assessment, the development of the protocols that will govern the administration of the assessment, the protocols to be used in the scoring of each local assessment, and any protocols necessary for test security. The committee shall also be responsible for recommending to the Superintendent the method for collecting assessment results.

During the development of the local assessment program, progress reports shall be made to the Board about the work of the local assessment committees, and when the development of the local assessment program for each grade level and the subject area has not been completed.

Scheduling of Assessments

- A. The Board will establish schedules for the administration of any Statewide, standardized assessments and District-required assessments and approve the schedules as an agenda item at a Board meeting. The Board will publish the testing schedules on its website using the Department of Education's uniform calendar with the information required by State law.

The Board will submit the schedules to the Department of Education by October 1st of each year. Each District school will publish the schedules for Statewide, standardized assessments and District-required assessments on its website using the uniform calendar.

- B. The Board will not schedule more than five percent (5%) of a student's total school hours in a school year to administer Statewide, standardized assessments, **the coordinated screening and progress monitoring system under F.S. 1008.25(8)(b)2.**, and District-required local assessments. The Board will secure written consent from a student's parent before administering District-required local assessments that, after applicable Statewide standardized **assessments and coordinated screening and progress monitoring** are scheduled, exceed the five percent (5%) test administration limit for that student. The five percent (5%) test administration limit for a student may be exceeded if necessary to provide test accommodations that are required by an IEP or are appropriate for an English language learner who is currently receiving services in the District's English language learner program.

Assessment Preparation

No school in this District may suspend the regular program of curricula to administer practice assessments or engage in other assessment-preparation activities for a Statewide, standardized assessment. However, the Board authorizes schools to:

- A. distribute to students sample assessment books and answer keys that are published by the Florida Department of Education;
- B. provide individual instruction in assessment taking strategies without suspending the school's regular program of curricula for a student who scores at Level 1 or Level 2 on a prior administration of the Statewide assessment;
- C. provide individualized instruction in the content knowledge and skills assessed, without suspending the school's regular program of curriculum for a student who scores at Level 1 or Level 2 on a prior administration of the Statewide assessment or a student who, through a diagnostic assessment administered by the District is identified as having a deficiency in the content knowledge and skills assessed; and
- D. administer a practice assessment or engage in other assessment preparation activities for the statewide assessment which are determined necessary to familiarize students with the organization of the assessment, the format of the assessment items, and the assessment directions, or which are otherwise necessary for the valid and reliable administration of the assessment, as set forth in rules adopted by the State Board of Education.

Students with Disabilities

A. Participation in Statewide Standardized Assessments with or without Accommodations

All students with disabilities will participate in the Statewide standardized assessment program based on State standards, pursuant to F.A.C. 6A- 1.09401, without accommodations unless the student's individual educational plan (IEP) team, or the team that develops the plan required under Section 504 of the Rehabilitation Act, determines and documents that the student requires allowable accommodations during instruction and for participation in a Statewide standardized assessment.

"Accommodations" are defined as adjustments to the presentation of the Statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a Statewide standardized assessment to include amount of time for administration, settings for administration of a Statewide standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a Statewide standardized assessment. Accommodations that negate the validity of a Statewide standardized assessment are not allowable.

The provision of accommodations for students with disabilities shall be provided in accordance with F.A.C. 6A-1.0943 and applicable State and Federal laws.

B. Florida Alternate Assessment

A student with a disability, as defined in F.S. 1007.02(2), for whom the IEP Team determines that the Statewide standardized assessments cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have assessment results waived for the purpose of receiving a course grade and a standard high school diploma. Such a waiver shall be designated on the student's transcript. The statement of waiver shall be limited to a statement that performance on an assessment was waived for the purpose of receiving a course grade or a standard high school diploma, as applicable.

The alternative assessment program is designed for a student with a significant cognitive disability and includes the Florida Standards Alternate Assessment (FSAA) – Performance Task and the FSAA – datafolio assessments. The decisions of whether a student is eligible to participate in the alternative assessment program and whether the student should participate in the FSAA – Performance Task or FSAA – datafolio assessments is determined by the student's IEP team and delineated on the student's IEP. Participation in the Florida Alternate Assessment by students with significant cognitive disabilities will be determined by the student's IEP team and delineated on the student's IEP. Such determinations must be in accordance with the criteria set forth in Florida law including, but not limited to, F.A.C. 6A-1.0943 and 6A-1.09430.

C. Extraordinary Exemptions

A student with a disability for whom the IEP team determines is prevented by a circumstance or condition, as those terms are defined in F.S. 1008.212, from physically demonstrating the mastery of skills that have been acquired and are measured by the Statewide standardized assessment, a Statewide standardized end-of-course assessment, or an alternate assessment pursuant to F.S. 1008.22(3)(c) shall be granted an extraordinary exemption from the administration of the assessment. A learning, emotional, behavioral, or significant cognitive disability or the receipt of services through the homebound or hospitalized program is not, in and of itself, an adequate criterion for the granting of an extraordinary exemption.

Once an IEP Team determines that a student with a disability is prevented by a "circumstance" or "condition" as defined in F.S. 1008.212 from physically demonstrating the mastery of skills that have been acquired and are measured by the Statewide standardized assessment, a Statewide standardized end-of-course assessment, or an alternate assessment under F.S. 1008.22(3)(c), the IEP Team, which must include the parent, may submit to the superintendent a written request for an extraordinary exemption from the administration of the assessment pursuant to F.S. 1008.212.

The written request for an extraordinary exemption may be made at any time during the school year but not later than sixty (60) days before the first day of the administration window of the assessment for which the request is made. The request must include the following information:

1. A written description of the student's disabilities, including a specific description of the student's impaired sensory, manual, or speaking skills.
2. Written documentation of the most recent evaluation data.
3. Written documentation, if available, of the most recent administration of Statewide standardized assessments.
4. A written description of the circumstances' or conditions', as defined above, the effect on the student's participation in Statewide standardized assessments.
5. Written evidence that the student has had an opportunity to learn the skills being tested.
6. Written evidence that the student has been provided with appropriate instructional accommodations.
7. Written evidence as to whether the student has had the opportunity to be assessed using the instructional accommodations on the student's IEP which are allowable in the administration of a Statewide standardized assessment.
8. Written evidence of the circumstance or condition as defined above.
9. The name, address, and phone number of the student's parent.

The superintendent will recommend to the Commissioner of Education whether the request should be granted or denied, and the Commissioner will grant or deny the requested exemption within thirty (30) calendar days of receipt of the superintendent's request. A copy of the District's procedural safeguards as required in F.A.C. 6A-6.03311 shall be provided to the parent. If the parent disagrees with the IEP Team's recommendation, the dispute resolution methods described in the procedural safeguards shall be made available to the parent.

D. Exemption Options for Students with a Medical Complexity

In addition to the exemption option available under F.S. 1008.212, a student with a medical complexity as defined in F.S. 1008.22 may be exempt from participating in Statewide standardized assessments, including the Florida Alternate Assessment. If a parent consents in writing and the student's IEP team determines that the student should not be assessed based on medical documentation that confirms that the student meets the criteria of medical complexity, the parent may select from the assessment exemption options set forth in F.S. 1008.22.

Florida Tax Credit Scholarship Program

If a student who resides in the District and qualifies for a Florida Tax Credit Scholarship attends an eligible private school, pursuant to State law, that has chosen not to administer the Statewide, standardized assessments, the District shall designate, upon the request of the parent, an assessment site where the student can participate in the Statewide, standardized assessment. The parent is responsible for providing transportation to the assessment site.

Test Administration and Security

The District may contract with qualified contractors to administer and proctor Statewide standardized assessments or local assessments required under State law. Assessments may be administered or proctored by qualified contractors at sites that meet criteria established by rules of the State Board of Education and adopted pursuant to State law to implement these contracting requirements.

The District may use District employees, such as education paraprofessionals, to administer and proctor Statewide, standardized assessments or assessments associated with Florida approved course under F.S. 1003.499. District employees will be trained according to rules of the State Board of Education before performing such duties.

The Board shall take appropriate and necessary actions against any employee who knowingly and willfully violates test security rules adopted by the FLDOE for any Statewide standardized assessments.

The Superintendent shall develop administrative procedures for test security that will maintain and ensure the integrity of District and State assessments.

Revised 2/5/19

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- F.S. 1002.37
- F.S. 1002.395
- F.S. 1003.4282
- F.S. 1008.212
- F.S. 1008.22
- F.S. 1008.23
- F.S. 1008.24
- F.S. 1008.25
- F.A.C. 6A-1.09422
- F.A.C. 6A-1.0943
- F.A.C. 6A-1.09430
- F.A.C. 6A-1.09431
- F.A.C. 6A-1.09432

Last Modified by Maria Cain on September 23, 2022



Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	EMPLOYMENT OF INSTRUCTIONAL STAFF
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Status	
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Last Revised	March 8, 2022

3120 - **EMPLOYMENT OF INSTRUCTIONAL STAFF**

The School Board recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with highly qualified and competent personnel. Any person employed in an instructional position requiring certification shall possess a valid certificate issued pursuant to Florida law and shall file the certificate with the District.

For purposes of this policy, instructional staff includes: any staff member whose function includes the provision of direct instructional services to students including those whose function provides direct support in the learning of students, not including education paraprofessionals.

The Superintendent shall also conduct employment history checks of all candidates offered an instructional staff position. The employment history check shall include, but not be limited to, contacting any previous employer, reviewing each affidavit of separation from previous employers pursuant to FS 1012.31, and screening the candidate through the use of the screening tools described in State law. If contact with (a) previous employer(s) cannot be made, the Superintendent shall document the efforts made to do so.

Any instructional staff member's misstatement of fact material to qualification for employment or the determination of salary shall be considered to constitute grounds for dismissal.

A candidate shall be disqualified from employment in any position that requires direct contact with students if the candidate is ineligible for such employment under F.S. 1012.315, or if the candidate has been terminated or resigned in lieu of termination for sexual misconduct with a student.

A person is ineligible for educator certification or employment in any position that requires direct contact with students if the person is on the disqualification list maintained by the department pursuant to F.S. 1001.10(4)(b), is registered as a sex offender as described in 42 U.S.C. 9858f(c)(1)(C), **would be ineligible for an exemption under F.S. 435.07(4)(c)** or has been convicted or found guilty of, has had adjudication withheld for, or has pled guilty or nolo contendere to any of the felony offenses listed in F.S. 1012.315.

The Board shall act upon written recommendations submitted by the Superintendent for positions to be filled. The Board may reject for good cause any candidate nominated. (F.S. 1012.22[1, a, 1])

Upon Board approval of employment, each instructional staff member shall execute a written contract as required by State law and Policy 3128 - Contracts: Instructional Personnel

INSTRUCTIONAL PERSONNEL

Qualifications of instructional personnel shall be as required by the law and the Florida Administrative Code. To be eligible for appointment in any position in the District, a person must be of good moral character; must have attained the age of eighteen (18) years; and must, when required by law, hold a certificate or license issued under rules of the state Board of Education, except when employed pursuant to F.S. 1012.55 or under the emergency provisions of F.S. 1012.24.

All core area teachers employed by the District shall be "highly qualified". Core area teachers are defined in State and Federal law to include English, reading or language arts, mathematics, science, foreign languages, civic and government, economics, arts, history, and geography. This also includes exception student education teachers who teach core area subjects.

Pursuant to Federal law, the specific requirements to attain "highly qualified" status are established by the Florida Department of Education and are set forth in State Board Rules.

Any employee who does not achieve a passing score on any subtest of the general knowledge examination will be provided information regarding the availability of State-level and District-level supports and instruction to assist him/her in achieving a passing score. Such information will include, but is not limited to, State-level test information guides, School District preparation resources, and preparation courses offered by State universities and Florida college system institutions.

CERTIFICATION

A. State Certification

For purposes of this policy, "primary instructor" refers to any instructional employee of a Florida public school district who provides direct support in the learning process by planning, delivering, and evaluating instruction, including through virtual or blended environments, for all students during the entire class period.

Teachers who teach in classes for which FEFP funds are earned shall be certified teachers as defined in F.S. 1012.56 and the Florida State Board of Education Administrative Rule, F.A.C. 6A-1.0503 and 6A-1.0502.

B. In-Field

To be considered "in-field", a primary instructor must meet one of the following qualifications:

1. the teacher is assigned to a course covering subject matter for which the teacher holds a certificate per F.S. 1012.55; or
2. demonstrates sufficient subject matter expertise as determined by F.A.C. 6A-1.0503, (2, a-h).

F.S. 1012.42

C. District Certification

It is the intent of the Board that vocational instructional personnel possess the credentials, knowledge, and/or expertise necessary to provide quality education in the School District. The purpose of District certification is to provide evidence of instructional qualifications in order to protect the interest of students, parents, and the public. The requirements for District certification may be found in the Standard Operating Procedures for the District Human Resources Department.

The Board may revoke a District certificate for cause. The application fee for the District Vocational Certificate shall be the same as a State issued Educator's Certificate.

D. District Adjunct Teaching Certification

The District may issue an adjunct teaching certificate for a part-time or full-time teaching position; however, an adjunct teaching certificate issued for a full-time teaching position is valid for no more than three (3) years and is nonrenewable. The District will post requirements on its website for the issuance of an adjunct teaching certificate, including the subject area test through which an applicant demonstrates subject area mastery.

Annually, the District will report to the FLDOE the number of adjunct teaching certificates issued for part-time and full-time teaching positions pursuant to this provision.

CERTIFICATED PERSONNEL

Any person employed in a position requiring certification shall possess a valid certificate issued pursuant to Florida law or issued by the Board and shall file said certificate with the Human Resources Department.

LICENSED PERSONNEL

Speech pathologists, occupational therapists, physical therapists, and audiologists will receive contracts, salary, and benefits. To be eligible for employment these individuals must hold a license to practice in the State of Florida.

Revised 8/28/18
Revised 8/27/19
Revised 2/11/20
Revised 3/8/22

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Legal	F.S. 1012.01
	F.S. 1012.22
	F.S. 1012.24
	F.S. 1012.27
	F.S. 1012.315
	F.S. 1012.32
	F.S. 1012.33
	F.S. 1021.42
	F.S. 1012.55
	F.S. 1012.56
	F.S. 1012.57
	F.A.C. 6A-1.0502
	F.A.C. 6A-1.0503
	20 U.S.C. 6301
	20 U.S.C. 7801

Last Modified by Ray Pinder on September 22, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	CONFLICT OF INTEREST
Code	po3129 RJP 9/22
Status	
Adopted	June 13, 2017

3129 - **CONFLICT OF INTEREST**

The proper performance of school business is dependent upon high standards of honesty, integrity, impartiality, and professional conduct by School Board employees. Further, such characteristics are essential to the Board's commitment to earn and keep the public's confidence. For these reasons, the Board adopts the following procedures to assure that conflicts of interest do not occur. These procedures are not intended to be all inclusive, nor to substitute for good judgment on the part of all District Board members, employees, officers, and agents.

- A. No employee, officer, or agent shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts with the employee's job duties and responsibilities in the school system.
- B. No employee, officer, or agent shall engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment with the District.

Included, by way of illustration rather than limitation are the following:

1. the provision of any private lessons or services for a fee;
2. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through access to District records;
3. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration;
4. the requirement of students or clients to purchase any private goods or services provided by an employee or any business, or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations.

- C. No employee, officer, or agent shall make use of materials, equipment, or facilities of the District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

Notwithstanding parts A through C of this policy, the District does not prohibit instructional personnel from providing New World Reading Scholarship Account services as outlined in F.S. 1002.411 on the instructional personnel member's school campus outside regular work hours. Such services are subject to Board policies related to the safety and security operations to protect students, instructional personnel, and educational facilities. Any other exceptions Exceptions to any provision in parts A through C of this policy shall be approved in advance by the Superintendent and shall be consistent with State law.

Employees, officers, or agents may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any

member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Employees, officers, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

To the extent that the District has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the School District may not conduct a procurement action involving the parent, affiliate, or subsidiary organization if the School District is unable, or appears to be unable, to be impartial.

Employees, officers and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the School District. Upon discovery of any potential conflict of interest, the School District will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

The District will also disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery, or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

Employees, officers and agents found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination, consistent with substantive and procedural due process and as permitted by applicable Board policy, State law, and/or applicable provisions of the collective bargaining agreement.

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Legal	F.S. 1002.411
	F.S. 112.312
	F.S. 112.313
	F.S. 1006.32
	2 C.F.R. 200.112
	2 C.F.R. 200.113
	2 C.F.R. 200.318

Last Modified by Maria Cain on October 6, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	POLITICAL ACTIVITIES
Code	po3232 rjp 9/22
Status	
Adopted	June 13, 2017

3232 - POLITICAL ACTIVITIES

Pursuant to State law, instructional staff members who are employed by the School Board shall not participate in any political campaign for an elective office while on duty.

Pursuant to State law and Board Policy 6480, instructional staff members may not expend public funds (that is, any funds under the jurisdiction or control of the District) for a political advertisement or **any other electioneering** communication **sent to electors** concerning an issue, referendum, or amendment, including State questions that are subject to a vote of the electors.

Pursuant to F.S. 106.011:

- A. **"Political advertisement" means a paid expression in a "communications medium," whether radio, television, newspaper, magazine, periodical, campaign literature, direct mail, or display or by means other than the spoken word in direct conversation, which expressly advocates the election or defeat of a candidate or the approval or rejection of an issue. However, political advertisement does not include:**
1. **a statement by an organization, in existence before the time during which a candidate qualifies or an issue is placed on the ballot for that election, in support of or opposition to a candidate or issue, in that organization's newsletter, which newsletter is distributed only to the members of that organization;**
 2. **editorial endorsements by a newspaper, a radio or television station, or any other recognized news medium.**
- B. **"Communications medium" means broadcasting stations, newspapers, magazines, outdoor advertising facilities, printers, direct mail, advertising agencies, the Internet, and telephone companies; but with respect to telephones, an expenditure is deemed to be an expenditure for the use of communications media only if made for the costs of telephones, paid telephonists, or automatic telephone equipment to be used by a candidate or a political committee to communicate with potential voters but excluding the costs of telephones incurred by a volunteer for use of telephones by such volunteer; however, with respect to the Internet, an expenditure is deemed an expenditure for use of communications media only if made for the cost of creating or disseminating a message on a computer information system accessible by more than one person but excluding internal communications of a campaign or of any group.**

~~Pursuant to F.S. 106.011, "electioneering communication" shall mean any communication that is publicly distributed by a television station, radio station, cable television station, satellite system, newspaper, magazine, direct mail, or telephone. In order to qualify as an electioneering communication, the communication must also be characterized by the following:~~

- ~~A. refers to or depicts a clearly identified candidate for office without expressly advocating the election or defeat of a candidate, but is susceptible to no reasonable interpretation other than an appeal or against a specific candidate;~~
- ~~B. is made within thirty (30) days before a primary or special primary election or sixty (60) days before any other election for the office sought by the candidate; and~~
- ~~C. is targeted to the relevant electorate in the geographic area the candidate would represent if elected.~~

Therefore, instructional staff members who engage in political activities or hold public office shall not use time, facilities, or personnel of the school system to engage in such activities. Specifically, the use of copy reproduction equipment or other machinery

or supplies, the use of secretarial help, or any other school facilities or personnel is strictly prohibited. Telephone use for such political activities during duty hours shall be confined to an emergency only, and then only in such a manner as shall not conflict with the instructional staff member's school related duties. Additionally, instructional staff members who engage in political activities or hold public office are expected to discourage constituents, or other persons with whom they are associated with in their political capacities, from making telephone calls to them during duty hours.

Instructional staff who declare themselves candidates for public office for an elective office shall notify the Superintendent immediately upon qualifying for election. They shall submit to the Superintendent a written explanation of how they will conduct their campaign so that it will be in accord with the requirements of State law and this policy.

All candidates for public office may take personal leave without pay. The instructional staff member's request for leave shall be submitted according to the established procedure. The Board may grant such personal leave without pay for a period not to exceed thirty (30) calendar days prior to the election.

Such candidates shall adhere strictly to Florida statutes governing political activity on the part of public officials and public employees.

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Legal F.S. 104.31
 F.S. 110.233
 F.A.C. 60L-36.002

Last Modified by Ray Pinder on September 22, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	REMOTE WORK
Code	po3500 RJP 9/22
Status	

New Policy - Vol. 23, No. 1

3500 - REMOTE WORK

School Board employees are required to work at their assigned District building, District site, or school building. However, the Board recognizes that certain positions allow for remote work and/or certain District-declared emergencies require remote work.

Subject to any applicable bargaining agreement, eligible employees are only authorized to work remotely in accordance with this policy and procedures developed by the Superintendent.

Remote working can be considered when it provides an operational benefit to the Board; the responsibilities and duties of the position can be accomplished successfully from a remote environment; and the employee demonstrates the skills and abilities needed to effectively work remotely.

Employees are not permitted to work remotely unless approved in advance by the Superintendent.

Definitions

- A. Remote Work/Working – a temporary work or work arrangement during which an employee performs their assigned job duties in an alternate work location away from their assigned District building, District site, or school building.
- B. Alternate Work Location(s) - approved locations, other than the employee's normal assigned workplace, where official District business is performed. The most common alternate work location is the home of an employee. Alternate work locations must be approved in advance by the Superintendent.
- C. Remote Working Agreement - Remote work arrangements are approved by the Superintendent and documented in writing in a remote working agreement. Remote working agreements include specific terms such as employee hours, employee responsibilities, employee expectations, and confidentiality. Remote working agreements may not exceed a contract year but may be renewed by the Superintendent.

Eligible Positions

Positions for which remote work may be authorized are determined at the discretion of the Superintendent.

Termination of Remote Working Agreements

Remote working agreements are approved at the discretion of the Superintendent and may be revoked/terminated at any time.

Nothing in this policy is intended to interfere with, or supplant, any rights afforded to employees under the Americans with Disabilities Act, as amended, or Section 504 of the Rehabilitation Act of 1973.

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Last Modified by Ray Pinder on September 22, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	EMPLOYMENT OF SUPPORT STAFF
Code	po4120 RJP 9/22
Status	
Adopted	June 13, 2017
Last Revised	March 8, 2022

4120 - **EMPLOYMENT OF SUPPORT STAFF**

Support employees include all those employees who work in noninstructional, confidential, or professional/technical/supervisory roles and serve at the pleasure of the School Board subject to dismissal, transfer, promotion, or resignation and the provisions of the collective bargaining agreement.

A regular employee is a person employed in a continuing position on a daily schedule after having completed a sixty (60) work day probationary period. The sixty (60) work days excludes weekends, paid and unpaid holidays. Employees who have not completed such period of employment may be discharged without recourse and shall not be subject to the provisions of the grievance procedure for bargaining unit employees.

Support positions are those listed in the applicable bargaining unit agreement as well as some nonbargaining positions.

The Superintendent shall conduct employment history checks of all candidates for educational support staff positions. The employment history check shall include, but not be limited to, contacting any previous employer and reviewing each affidavit of separation from previous employers pursuant to F.S. 1012.31, and screening the candidate through the use of the screening tools described in Florida law. If contact with (a) previous employer(s) cannot be made, the Superintendent shall document the efforts made to do so.

Any educational support staff member's misstatement of fact material to qualification for employment or the determination of salary shall be considered to constitute grounds for dismissal.

A candidate shall be disqualified from employment in any position that requires direct contact with students if the candidate is ineligible for such employment under F.S. 1012.315, or if the candidate has been terminated or resigned in lieu of termination for sexual misconduct with a student.

A person is ineligible for employment in any position that requires direct contact with students if the person is on the disqualification list maintained by the Florida Department of Education pursuant to F.S. 1001.10(4)(b), is registered as a sex offender as described in 42 U.S.C. 9858f(c)(1)(C), **would be ineligible for an exemption under F.S. 435.07(4)(c)**, or has been convicted or found guilty of, has had adjudication withheld for, or has pled guilty or nolo contendere to any of the felony offenses listed in F.S. 1012.315.

The employment of support staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in District operations. Employment shall be recommended to the Board at a regular or special meeting.

A candidate shall be disqualified from employment in any position that requires direct contact with students if the candidate is ineligible for such employment under F.S. 1012.315.

The Board shall approve employment, upon recommendation of the Superintendent.

Any support staff member's misstatement of fact material to qualifications for employment or the determination of salary shall be considered to constitute grounds for dismissal.

All support personnel shall become familiar with the policies of the Board and other such policies, regulations, memoranda, bulletins, and handbooks that pertain to their duties in the District. Any support staff member employed by the Board who shall be guilty of any willful violation of the policies of the Board shall be guilty of gross insubordination and shall be subject to dismissal or such other lesser penalty as the Superintendent or Board may prescribe.

REQUIREMENTS FOR PARAPROFESSIONALS

All paraprofessionals employed by the District to provide instructional support services in Title I schoolwide programs and instructional paraprofessionals paid with Title I, Part A funds in targeted assistance programs shall be "highly qualified".

The requirements to be considered a "highly qualified" instructional paraprofessional are established by the Florida Department of Education. Accordingly, one of the following requirements must be met:

- A. an associate's or higher degree;
- B. two (2) years of study at an institution of higher education, sixty (60) college credits; or
- C. a passing score on the ParaPro Assessment Exam
 - 1. assist in instruction in reading, writing, and mathematics or reading, writing, and mathematics; or
 - 2. assist in instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.

General Knowledge Examination Assistance

Any employee who does not achieve a passing score on any subtest of the general knowledge examination will be provided information regarding the availability of State-level and District-level supports and instruction to assist him/her in achieving a passing score. Such information will include, but is not limited to, State-level test information guides, School District preparation resources, and preparation courses offered by State universities and Florida college system institutions.

Revised 8/28/18
Revised 2/11/20
Revised 3/8/22

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Legal	F.S. 1001.10
	F.S. 1012.01
	F.S. 1012.315
	F.S. 1012.37
	F.S. 1012.40
	F.S. 1012.56
	F.A.C. 6A-1.0502(11)
	20 U.S.C. 6301
	42 U.S.C. 9858f

Last Modified by Ray Pinder on September 22, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	POLITICAL ACTIVITIES
Code	po4232 RJP 9/22
Status	
Adopted	June 13, 2017

4232 - POLITICAL ACTIVITIES

Pursuant to State law, support staff members who are employed by the School Board shall not participate in any political campaign for an elective office while on duty.

Pursuant to State law and Board Policy 6480, support staff members may not expend public funds (that is, any funds under the jurisdiction or control of the District) for a political advertisement or ~~any other electioneering~~ communication sent to electors concerning an issue, referendum, or amendment, including State questions that are subject to a vote of the electors.

Pursuant to F.S. 106.011:

- A. "Political advertisement" means a paid expression in a "communications medium," whether radio, television, newspaper, magazine, periodical, campaign literature, direct mail, or display or by means other than the spoken word in direct conversation, which expressly advocates the election or defeat of a candidate or the approval or rejection of an issue. However, political advertisement does not include:
1. a statement by an organization, in existence before the time during which a candidate qualifies or an issue is placed on the ballot for that election, in support of or opposition to a candidate or issue, in that organization's newsletter, which newsletter is distributed only to the members of that organization;
 2. editorial endorsements by a newspaper, a radio or television station, or any other recognized news medium.
- B. "Communications medium" means broadcasting stations, newspapers, magazines, outdoor advertising facilities, printers, direct mail, advertising agencies, the Internet, and telephone companies; but with respect to telephones, an expenditure is deemed to be an expenditure for the use of communications media only if made for the costs of telephones, paid telephonists, or automatic telephone equipment to be used by a candidate or a political committee to communicate with potential voters but excluding the costs of telephones incurred by a volunteer for use of telephones by such volunteer; however, with respect to the Internet, an expenditure is deemed an expenditure for use of communications media only if made for the cost of creating or disseminating a message on a computer information system accessible by more than one person but excluding internal communications of a campaign or of any group.

~~Pursuant to F.S. 106.011, "electioneering communication" shall mean any communication that is publicly distributed by a television station, radio station, cable television station, satellite system, newspaper, magazine, direct mail, or telephone. In order to qualify as an electioneering communication, the communication must also be characterized by the following:~~

- ~~A. refers to or depicts a clearly identified candidate for office without expressly advocating the election or defeat of a candidate, but is susceptible to no reasonable interpretation other than an appeal or against a specific candidate;~~
- ~~B. is made within thirty (30) days before a primary or special primary election or sixty (60) days before any other election for the office sought by the candidate; and~~
- ~~C. is targeted to the relevant electorate in the geographic area the candidate would represent if elected.~~

Therefore, support staff members who engage in political activities or hold public office shall not use time, facilities, or personnel of the school system to engage in such activities. Specifically, the use of copy reproduction equipment or other machinery or supplies, the use of secretarial help, or any other school facilities or personnel is strictly prohibited. Telephone use for such political activities

during duty hours shall be confined to an emergency only, and then only in such manner as shall not conflict with the support staff member's school related duties. Additionally, support staff members who engage in political activities or hold public office are expected to discourage constituents, or other persons with whom they are associated with in their political capacities, from making telephone calls to them during duty hours.

Support staff who declare themselves candidates for an elective office shall notify the Superintendent immediately upon qualifying for election. They shall submit to the Superintendent a written explanation of how they will conduct their campaign so that it will be in accord with the requirements of State law and this policy.

All candidates for public office may be granted personal leave without pay. The support staff member's request for leave shall be submitted according to the established procedure. The Board may grant such personal leave without pay for a period not to exceed thirty (30) calendar days prior to the election.

Such candidates shall adhere strictly to Florida statutes governing political activity on the part of public official and public employees.

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Legal F.S. 106.113
 F.S. 104.31
 F.S. 110.233
 F.A.C. 60L-36.002

Last Modified by Ray Pinder on September 22, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	REMOTE WORK
Code	po4500 RJP 9/23
Status	

New Policy - Vol. 23, No. 1

4500 - REMOTE WORK

School Board employees are required to work at their assigned District building, District site, or school building. However, the Board recognizes that certain positions allow for remote work and/or certain District-declared emergencies require remote work.

Subject to any applicable bargaining agreement, eligible employees are only authorized to work remotely in accordance with this policy and procedures developed by the Superintendent.

Remote working can be considered when it provides an operational benefit to the Board; the responsibilities and duties of the position can be accomplished successfully from a remote environment; and the employee demonstrates the skills and abilities needed to effectively work remotely.

Employees are not permitted to work remotely unless approved in advance by the Superintendent.

Definitions

- A. Remote Work/Working – a temporary work or work arrangement during which an employee performs their assigned job duties in an alternate work location away from their assigned District building, District site, or school building.
- B. Alternate Work Location(s) - approved locations, other than the employee's normal assigned workplace, where official District business is performed. The most common alternate work location is the home of an employee. Alternate work locations must be approved in advance by the Superintendent.
- C. Remote Working Agreement - Remote work arrangements are approved by the Superintendent and documented in writing in a remote working agreement. Remote working agreements include specific terms such as employee hours, employee responsibilities, employee expectations, and confidentiality. Remote working agreements may not exceed a contract year but may be renewed by the Superintendent.

Eligible Positions

Positions for which remote work may be authorized are at the discretion of the Superintendent.

Termination of Remote Working Agreements

Remote working agreements are approved at the discretion of the Superintendent and may be revoked/terminated at any time.

Nothing in this policy is intended to interfere with, or supplant, any rights afforded to employees under the Americans with Disabilities Act, as amended, or Section 504 of the Rehabilitation Act of 1973.

Last Modified by Maria Cain on October 6, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	CONTROLLED OPEN ENROLLMENT
Code	po5121 dw 8/23/2022
Status	
Adopted	February 27, 2018
Last Revised	February 11, 2020

5121 - CONTROLLED OPEN ENROLLMENT

The School Board shall permit a program of controlled open enrollment as set forth herein and in accordance with Florida law. "Controlled open enrollment" means a public education delivery system that allows school districts to make student school assignments using parents' indicated preferential educational school choice as a significant factor. The District's controlled open enrollment program is in addition to the educational choice options provided by Policy 2271 - Articulation and Access to Florida College System Institutions; Policy 2370 - Educational Options; Policy 2370.01 - Virtual Instruction; Policy 2421 - Career and Technical Education; and Policy 9800 - Charter Schools.

Components of the District's Controlled Open Enrollment Program

The District's controlled open enrollment program:

- A. adheres to Federal desegregation requirements;
- B. allows parents to declare school preferences, including placement of siblings within the same school;
- C. provides a lottery procedure to determine student assignment and establishes an appeals process for hardship cases;
- D. affords parents of students in multiple session schools preferred access to controlled open enrollment;
- E. maintains socioeconomic, demographic, and racial balance;
- F. ~~addresses the availability of~~ **provides for** transportation **options, which include the following:**
 - G. 1. **Transportation to public schools pursuant to F.S. 1002.38, 1002.39, and 1002.394 (the Opportunity Scholarship Program, the John M. McKay Scholarships for Students with Disabilities Program, and the Family Empowerment Scholarship Program).**
 - 2. **Potential funds available for transportation pursuant to F.S. 1002.394, 1002.395, and 1011.68.**
- H. maintains existing academic eligibility criteria for public school choice programs pursuant to Florida law;
- I. identifies schools that have not reached capacity, as determined by the District; **and**
- J. ensures that preferential treatment is provided to individuals as set forth in Florida law.
- A. **maintains a wait list of students who are denied access due to capacity and provides for notification to parents when space becomes available; and**
- B. **accepts students throughout the school year as capacity becomes available.**

Eligibility for Participation in the Controlled Open Enrollment Program

In addition to the public school choice programs available under Florida law and provided in the District pursuant to the policies listed above, a parent of a student under the age of eighteen (18) or an eligible student who lives in the District or in any other school district in the State of Florida who is not subject to a current expulsion or suspension may seek to enroll in a public school in the District that has not reached capacity, subject to the maximum class size pursuant to F.S. 1003.03 and Section 1, Art. IX of the Florida Constitution.

In determining the capacity of each District school, the Board shall incorporate the specifications, plans, elements, and commitments contained in the District's educational facilities plan and the long-term work programs required under Florida law.

A District school shall be at "capacity" once the percentage of enrolled students in a District school equals or exceeds ninety percent (90%) of permanent student stations for each of the grade levels and/or programs offered in that school. The District's five (5) year work plan can be viewed at <https://bit.ly/3tYHEVF>.

"Capacity" as defined herein is subject to program-specific enrollment limitations. Programs with enrollment limitations may include, but are not limited to, self-contained Exceptional Student Education (ESE) programs, career-tech programs, magnet programs, international baccalaureate programs, advanced placement courses, and other academic programs that require student-teacher ratios less than the FISH capacity for that space.

The capacity at each public school in the District shall be identified on the District's website at www.hernandoschools.org.

The capacity information provided on the website **will be updated every twelve (12) weeks and** shall be by grade level and/or specific program offered at each District school.

Application and Preferential Treatment

Applications to participate in the District's controlled open enrollment program shall be accepted beginning in February and ending in March. Applications are available online and must be submitted no later than 11:59 pm on the last date of open enrollment online.

Computer access is available at each District school for parents to complete the application. Applicants will be required to identify their primary school of choice in the application including up to two (2) alternate choices ranked in order of preference. Applicants will also be required to identify specific programs, if any, in which they want to enroll at their preferred and alternate school choices.

An applicant's failure to disclose information (e.g., being subject to suspension or expulsion, having a current IEP, being assigned to a Department of Juvenile Justice program, et cetera) that would be relevant to the District's determination that the applicant could be served in a program at his/her preferred or alternate schools and therefore would be accepted shall constitute grounds for revocation of approval to enroll under this policy.

After the close of the application period and the determination of capacity at each school, the District shall conduct a lottery as described below and then process the applications according to the random numbers assigned.

Applications shall be grouped accordingly:

A. Phase 1

Applicants in this phase shall reside in the District and also qualify for preferential treatment in at least one of the following ways:

1. Dependent children of active duty military personnel whose move resulted from military orders.
2. Children who have been relocated due to a foster care placement in a different school zone.
3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.
4. Students in multiple session schools.
5. Students requesting to be reassigned to the same school as their sibling(s), with the exception of students who are exiting grades 5, 8, or 12 and/or students who are enrolled through specific programs such as magnet, international baccalaureate, or career technical programs.
6. Students whose parent/guardian is employed by the District.
7. A student whose parent is transferred or is pending transfer to a military installation within the District while on active military duty pursuant to an official military order. The student and/or parent must submit the official military order to

the District in order to qualify for preferential treatment

B. Phase 2

Applicants included in this phase reside in the District but are entitled to no other preferential treatment.

C. Phase 3

Applicants included in this phase do not reside in the District but are entitled to preferential treatment in at least one of the following ways:

1. dependent children of active duty military personnel whose move resulted from military orders;
2. children who have been relocated due to a foster care placement in a different school zone;
3. children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent;
4. students in multiple session schools;
5. students whose parent/guardian is employed by the District.

D. Phase 4

Applicants included in this phase are not entitled to preferential treatment under State law.

Lottery

The lottery will be conducted by two (2) or more staff members designated by the Superintendent.

The lottery involves the assignment of a random number to each applicant (siblings shall be paired unless requested otherwise). Separate lotteries will be conducted for applicants in Phases 1 through 4. Random numbers will be selected, and the applications in each phase shall be placed in order of their selection.

Review of Applications

Once the application period ends and the lottery has been conducted, the District will review all fully completed applications received by the application deadline. Consideration of applications will be based on the current capacity of each public school in the District. (See definition of "capacity" above). Only those schools identified in the application will be considered by the District.

A. Phase 1: Applicants Residing in the District Entitled to Additional Preferential Treatment

The District will review the Phase 1 applications in the order assigned by means of the lottery and will attempt to honor the ranked choices of each applicant.

If a student's application indicates an intent to enroll in a program with enrollment limitations, the Superintendent shall determine whether the student's preferred school has a program already in place in which the student wants to enroll. If there is such a program and it is not at capacity, the student will be enrolled.

If the student's preferred school does not have capacity in the program in which the student wants to enroll, the student shall not be enrolled in that school. The Superintendent shall then determine whether any of the alternate school(s) identified in the student's application have the program in which the student wants to enroll and that program is not at capacity. If so, the District shall offer the student the opportunity to enroll in that school's program.

If none of the student's alternate schools has capacity in the program in which s/he wants to enroll, the student will remain at the current school/program in which s/he is enrolled. If the student is transitioning to a new level of his/her academic program (i.e. from elementary school to middle school or middle school to high school), his/her assignment shall be in accordance with Policy 5120 - Assignment Within District.

This process will continue until the choices listed on each fully completed application has been honored or until all available classroom slots have been filled.

Approved applicants will be notified in writing and shall have ten (10) school days to accept enrollment at their chosen school. If the last day for enrollment falls on a day that the school office is not open for business, the deadline shall be extended to the next day that the school office is open for business.

If, after submitting an application to participate in the District's controlled open enrollment program and before a decision is made about the application, a student is suspended or expelled, placed on an IEP, assigned to a Department of Juvenile Justice program, or subject to any alternate assignment as a result of his/her behavior, within ten (10) days the student shall notify the District by submitting documentation related to this change in the student's status. Failure to do so shall constitute grounds for revocation of approval to enroll, if given, under this policy.

Failure to accept enrollment by the deadline identified in the written notification shall result in an automatic revocation of the District's approval of the application. Once the deadline passes for students to enroll at their chosen school, if any capacity remains, the District will begin contacting students in order of lottery selection regarding enrollment opportunities.

If capacity is reached before all applications can be reviewed and enrollment requests fulfilled, the remaining Phase 1 applications will be maintained on a waiting list in order of lottery number assigned until two (2) weeks before the first day of school.

B. Phase 2: Applicants Residing in the District Not Entitled to Additional Preferential Treatment

If capacity is available after Phase 1, the District will process applications from applicants residing in the District not entitled to additional preferential treatment.

The District will review the Phase 2 applications in the order assigned by means of the lottery and will attempt to honor the ranked choices of each applicant.

If a student's application indicates an intent to enroll in a program with enrollment limitations, the Superintendent shall determine whether the student's preferred school has a program already in place in which the student wants to enroll. If there is such a program and it is not at capacity, the student will be enrolled.

If the student's preferred school does not have capacity in the program in which the student wants to enroll, the student shall not be enrolled in that school.

The Superintendent shall then determine whether any of the alternate school(s) identified in the student's application have the program in which the student wants to enroll and that program is not at capacity. If so, the District shall offer the student the opportunity to enroll in that school's program.

If none of the student's alternate schools has capacity in the program in which s/he wants to enroll, the student will remain at the current school/program in which s/he is enrolled. If the student is transitioning to a new level of his/her academic program (i.e. from elementary school to middle school or middle school to high school), his/her assignment shall be in accordance with Policy 5120 – Assignment Within District.

This process will continue until the choices listed on each fully completed application has been honored or until all available classroom slots have been filled.

The approved applicants will be notified in writing and shall have ten (10) calendar days to accept enrollment at the school where s/he has been offered the opportunity to enroll. If the last day for enrollment falls on a day that the school office is not open for business, the deadline shall be extended to the next day that the school office is open for business.

If, after submitting an application to participate in the District's controlled open enrollment program and before a decision is made about the application, a student is suspended or expelled, placed on an IEP, assigned to a Department of Juvenile Justice program, or subject to any alternate assignment as a result of his/her behavior, within ten (10) days the student shall notify the District by submitting documentation related to this change in the student's status. Failure to do so shall constitute grounds for revocation of approval to enroll, if given, under this policy.

Failure to accept enrollment by the deadline identified in the written notification shall result in an automatic revocation of the District's approval of the application. Once the deadline passes for students to enroll at their chosen school, if any capacity remains, the District will begin contacting students in order of lottery selection regarding enrollment opportunities.

If capacity is reached before all applications can be reviewed and enrollment requests fulfilled, the remaining Phase 2 applications will be maintained on a waiting list in order of lottery number assigned until two (2) weeks before the first day of school.

C. Phase 3: Applicants Residing Outside the District Entitled to Preferential Treatment

If capacity is available after Phases 1 and 2, the District will process applications from applicants residing outside the District who are afforded preferential treatment as set forth above.

The District will review the Phase 3 applications in the order assigned by means of the lottery and will attempt to honor the ranked choices of each applicant.

If a student's application indicates an intent to enroll in a program with enrollment limitations, the Superintendent shall determine whether the student's preferred school has a program already in place in which the student wants to enroll. If there is such a program and it is not at capacity, the student will be enrolled.

If the student's preferred school does not have capacity in the program in which the student wants to enroll, the student shall not be enrolled in that school.

The Superintendent then shall determine whether any of the alternate school(s) identified in the student's application have the program in which the student wants to enroll and that program is not at capacity. If so, the District shall offer the student the opportunity to enroll in that school's program.

If none of the student's alternate schools has capacity in the program in which s/he wants to enroll, the student's application will be denied.

This process will continue until the choices listed on each fully completed application has been honored or until all available classroom slots have been filled.

The approved applicants will be notified in writing and shall have ten (10) calendar days to accept enrollment at their chosen school. If the last day for enrollment falls on a day that the school office is not open for business, the deadline shall be extended to the next day that the school office is open for business.

If, after submitting an application to participate in the District's controlled open enrollment program and before a decision is made about the application, a student is suspended or expelled, placed on an IEP, assigned to a Department of Juvenile Justice program, or subject to any alternate assignment as a result of his/her behavior, within ten (10) days the student shall notify the District by submitting documentation related to this change in the student's status. Failure to do so shall constitute grounds for revocation of approval to enroll, if given, under this policy.

Failure to accept enrollment by the deadline identified in the written notification shall result in an automatic revocation of the District's approval of the application. Once the deadline passes for students to enroll at their chosen school, if any capacity remains, the District will begin contacting students in order of lottery selection regarding enrollment opportunities.

If capacity is reached before all applications can be reviewed and enrollment requests fulfilled, the remaining Phase 3 applications will be maintained on a waiting list in order of lottery number assigned until two (2) weeks before the first day of school.

D. Phase 4: All Remaining Applicants Not Entitled to Preferential Treatment

If capacity is available after Phases 1 through 3, the District will process applications from applicants residing outside the District not entitled to preferential treatment.

The District will review the Phase 4 applications in the order assigned by means of the lottery and will attempt to honor the ranked choices of each applicant.

If a student's application indicates an intent to enroll in a program with enrollment limitations, the Superintendent shall determine whether the student's preferred school has a program already in place in which the student wants to enroll. If there is such a program and it is not at capacity, the student will be enrolled.

If the student's preferred school does not have capacity in the program in which the student wants to enroll, the student shall not be enrolled in that school.

The Superintendent then shall determine whether any of the alternate school(s) identified in the student's application have the program in which the student wants to enroll and that program is not at capacity. If so, the District shall offer the student the opportunity to enroll in that school's program.

If none of the student's alternate schools has capacity in the program in which s/he wants to enroll, the student's application will be denied.

This process will continue until the choices listed on each fully completed application has been honored or until all available classroom slots have been filled.

The approved applicants will be notified in writing and shall have ten (10) calendar days to enroll at their chosen school. If the last day for enrollment falls on a day that the school office is not open for business, the deadline shall be extended to the

next day that the school office is open for business.

If, after submitting an application to participate in the District's controlled open enrollment program and before a decision is made about the application, a student is suspended or expelled, placed on an IEP, assigned to a Department of Juvenile Justice program, or subject to any alternate assignment as a result of his/her behavior, within ten (10) days the student shall notify the District by submitting documentation related to this change in the student's status. Failure to do so shall constitute grounds for revocation of approval to enroll, if given, under this policy.

Failure to enroll by the deadline identified in the written notification shall result in an automatic revocation of the District's approval of the application. Once the deadline passes for students to enroll at their chosen school, if any capacity remains, the District will begin contacting students in order of lottery selection regarding enrollment opportunities.

If capacity is reached before all applications can be reviewed and enrollment requests fulfilled, the remaining Phase 4 applications will be maintained on a waiting list in order of lottery number assigned until two (2) weeks before the first day of school.

Appeals

Applicants who are not accepted for enrollment may appeal to the District hardship committee within ten (10) calendar days of receipt of the District's notice advising them that their application was denied. If the last day for appeal falls on a day that the school office is not open for business, the deadline shall be extended to the next day that the school office is open for business.

The appeal must be submitted in writing, must be based on hardship, and must include as much detail as possible regarding the hardship. Appeals will be considered by the District hardship committee. The hardship committee shall consist of the Executive Director of Academic Services, Supervisor of School Choice, and Supervisor of Student Services. Parents who are denied their appeal through the hardship committee may appeal the decision to the Superintendent. The Board retains the right to consider an appeal of the decision to deny a hardship appeal.

Applicants will be notified in writing of the District hardship committee's decision.

"Hardship" includes, but is not limited to, the following:

- A. medical and/or psychological matters
- B. law enforcement matters
- C. any other circumstances demonstrating a hardship

Appropriate documentation of the hardship is required for the District hardship committee to consider the request.

Students Residing in the District

Students residing in the District (including charter school students) will not be displaced by a student from another school district seeking enrollment under the District's controlled open enrollment program.

Completion of Highest Grade Level

A student who enrolls in the District through the District's controlled open enrollment program may remain at his/her current school until completion of the highest grade at the school.

After completing the highest grade at the school, a student who resides in another school district and wants to transition to the next level of the academic program in this District must reapply for enrollment through the controlled open enrollment program.

After completing the highest grade at the school, a student who resides in the District and wants to transition to the next level of the academic program at a school other than the one to which s/he would be assigned in accordance with Policy 5120 - Assignment Within the District must reapply for enrollment at his/her preferred school, as well as (an) alternate school(s), through the controlled open enrollment program.

Maintaining Appropriate Socioeconomic, Demographic, and Racial Balance

Given our diverse society and the importance of preparing students for education, work, and citizenship, the Board is committed to providing students with equal educational opportunities, promoting educational diversity in the District, and providing students with the educational benefits of a diverse student body. To that end, should a concern arise regarding socioeconomic, demographic, or racial balance in one or more of the District's schools, the Superintendent shall consult with legal counsel to determine the

appropriate steps that should be taken, including, but not limited to, any necessary policy revisions and other actions necessary to comply with Florida and Federal law. The Superintendent shall then make the appropriate recommendations to the Board.

Transportation

The District does not provide transportation to students enrolling under this policy unless otherwise required by State or Federal laws.

Interscholastic and Intra-scholastic Extracurricular Activities

A student who enrolls in the District through the District's controlled open enrollment program is immediately eligible to participate in interscholastic and intra-scholastic extra-curricular activities; however, a student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets one (1) of the following criteria:

- A. Dependent children of active duty military personnel whose move resulted from military orders.
- B. Children who have been relocated due to a foster care placement in a different school zone.
- C. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.
- D. Authorized for good cause.

"Good cause" is defined in Policy 2431.01 – Participation by Transfer Students.

A student who believes "good cause" exists must submit a written request to the District Athletic Director identifying the facts and circumstances the student believes establishes "good cause". The Superintendent will consider the written request and make a recommendation to the Board during a publicly noticed meeting.

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Legal	Section 1, Art. IX, Florida Constitution
	F.S. 1002.20
	F.S. 1002.31
	F.S. 1003.03
	F.S. 1003.05
	F.S. 1013.35

Last Modified by Maria Cain on September 23, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	CARE OF STUDENTS WITH CHRONIC HEALTH CONDITIONS
Code	po5335 JK09.01.22
Status	
Adopted	June 13, 2017

5335 - CARE OF STUDENTS WITH CHRONIC HEALTH CONDITIONS

Students with chronic health conditions will be provided with a free appropriate public education. If their impairment does not require specially designed instruction for them to benefit educationally, they will be eligible for accommodations/modifications/interventions of the regular classroom, curriculum, or activity (i.e. the school setting) so that they have the same access to an education as students without disabilities. Such accommodations/modifications/interventions may be provided pursuant to a Section 504 Plan (Form 2260.01 F13).

Chronic health conditions, for the purposes of this policy, shall include:

- A. "peanut" and other food allergies;
- B. allergies;
- C. asthma;
- D. diabetes;
- E. epilepsy and seizure disorders (see AP 5335 which relates to the care of students with epilepsy or seizure disorders)
- F. cystic fibrosis
- G. cardiac event; and
- H. seizures.

All information regarding student identification, health care management, and emergency care shall be safeguarded as personally identifiable information in accordance with Policy 8330 and Policy 8350.

The District will coordinate school health practices for management of a chronic health condition and shall provide for:

- A. identification of individuals with chronic health conditions;
- B. development of individual health care action plans and emergency plans;
- C. coordination of health care management activities by school staff;
- D. communication among school staff who interact with children with chronic health conditions;
- E. development of care plans to prevent exposure/episodic reactions;

- F. awareness and training of school staff regarding School Board policy on acute and routine management of chronic health conditions, information on signs and treatment of chronic health conditions, medication and administration, and emergency protocols for dealing with reactions in "unusual" situations such as field trips.

School health practices shall provide students with chronic health conditions the opportunity for:

- A. full participation in physical activities when students are well;
- B. modified activities as indicated by the student's health care action plan, 504 plan, or Individualized Education Plan (IEP);
- C. access to preventative medications before activity (as prescribed by their medical providers) and immediate access to emergency medications during activity;
- D. communication regarding student health status between parents, physicians, teachers (particularly physical education teachers), and coaches.

Healthcare management activities shall include:

- A. procedures to obtain, maintain, and utilize written health care action plans, signed by the child's parents and physician, for each student with a chronic health condition;
- B. a standard emergency protocol in place for students experiencing a distress reaction if they do not have a written health care action plan on site;
- C. established communication strategies for students to use to tell an adult they may be having a health-related problem;
- D. procedures for students to have immediate access to medications in accordance with Policy 5330 and AP 5330 that allow students to self-care and self-administer medications, inhalers, and Epi-pens, as prescribed by a medical professional and approved by parents/guardians;
- E. case management for students with frequent school absences, school health office visits, emergency department visits, or hospitalizations due to chronic health conditions;
- F. management and care of the student's chronic health condition in the classroom, in any area of the school or school grounds, or at any school related activity or event.

Staff will be trained about chronic health conditions and their control every school year (every new school year) in each school in which there is a student with a chronic health condition.

Designated staff who have responsibility for specialized services such as giving inhaler treatments or injections, or conducting glucose and/or ketone tests shall be provided training specific to the procedures, every new school year, by a licensed health professional.

The school clinic personnel and/or principal shall maintain a copy of the training program and the records of training completed by school employees.

Administrative procedures shall provide guidance for the implementation of this policy.

Emergency Allergy Treatment Educational Training Programs

Educational training programs in the District pertaining to emergency allergy treatment required by State law must be conducted by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity or individual approved by the Department of Health. The curriculum must include at a minimum:

- A. recognition of the symptoms of systemic reactions to food, insect stings, and other allergens; and
- B. the proper administration of an epinephrine auto-injector.

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Legal

F.S. 381.88

Last Modified by Maria Cain on October 6, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	STUDENT SUICIDE PREVENTION, AWARENESS, AND SCREENING
Code	po5350 JK.09.01.22
Status	
Adopted	June 13, 2017
Last Revised	February 11, 2020

5350 - **STUDENT SUICIDE PREVENTION, AWARENESS, AND SCREENING**

The School Board recognizes that suicide is one of the leading causes of death for Florida's youth. To address the prevalence of student suicide, the Board believes there must be a partnership between families, the community, and schools. It is critical for families and community members to communicate with and provide information to school staff to identify students at risk of suicide.

The Board will provide access to suicide prevention educational resources to all instructional and administrative staff as part of the District's professional development program. The suicide educational resources will include material approved by the Statewide Office for Suicide Prevention, the Florida Suicide Prevention Coalition, and the Coordinated School Health Resource Center. The District's student personnel services staff will be responsible for providing suicide prevention awareness, and screening training and resources to students and staff.

All school personnel should be alert to signs of suicide ideation and to students who threaten or attempt suicide. Suicide ideation is the process of fantasizing, planning, practicing, and motivating oneself to commit suicide. Any such signs or the report of such signs from another student or staff member should be taken with the utmost seriousness. Families, community members, and students are encouraged to report any such signs to the Principal.

All schools and local mobile response teams shall use the same suicide screening instrument approved by the FLDOE pursuant to F.S. 1012.583.

Professional development training in youth suicide prevention shall be provided for student personnel services staff, administration, and instructional staff. Further, additional professional development training regarding risk assessment and intervention shall be provided to mental health employees, counselors, psychologists, and school nurses.

The training for the student personnel services staff, administration, and instructional staff shall develop an understanding of how to use an intervention procedure which includes the following:

- Step 1 - Stabilization
- Step 2 - Assessment of the Risk
- Step 3 - Use of Appropriate Risk Procedure
- Step 4 - Communication with Appropriate Parties
- Step 5 - Follow-up

Throughout any intervention, it is essential that Board policies and District procedures regarding confidentiality be observed at all times.

Training

A two (2) hour continuing education training program of youth suicide awareness prevention, and screening, utilizing training materials from the list approved by the Florida Department of Education (FLDOE) shall be developed. Instruction about how to identify appropriate mental health services and how to refer youth and their families to those services shall be included in the program.

If provided at a school, the training shall be included in the existing continuing education or in-service training requirements for instructional personnel. If all instructional personnel at a District school participates in the two (2) hours of youth suicide awareness and prevention training that school will be considered "Suicide Prevention Certified School".

The Superintendent will notify the FLDOE of all schools qualifying for this designation. Each school shall also post on its own website whether it is a Suicide Prevention Certified School, and the District shall post on its website a list of the Suicide Prevention Certified Schools in the District.

Pursuant to State law, participating in the training does not create any new duty of care or the basis of liability.

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Legal	F.S. 14.2019
	F.S. 14.20195
	F.S. 1001.32(2)
	F.S. 1012.583

Last Modified by Jill Kolasa on September 1, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	STUDENT PROGRESSION
Code	po5410 JM 9/21/2022
Status	
Adopted	June 13, 2017
Last Revised	February 27, 2018

5410 - **STUDENT PROGRESSION**

Pursuant to F.S. 1008.25, the School Board shall adopt a student progression plan which will provide for a student's progression from one (1) grade to another based on the student's mastery of the standards in F.S. 1003.41, specifically English language arts, mathematics, science, and social studies. The plan must, at a minimum:

- A. include criteria that emphasizes student reading proficiency in kindergarten through grade 3 and provide targeted instructional support for students with identified deficiencies in English language arts, mathematics, science, and social studies;

High schools shall use all available assessment results, including the results of Statewide, standardized English language arts assessments and end-of-course assessments for Algebra I and Geometry to advise students of any identified deficiencies and to provide appropriate postsecondary preparatory instruction before high school graduation. The results of evaluations used to monitor a student's progress in grades K-12 must be provided to the student's teacher in a timely manner and as otherwise required by Florida law. Thereafter, evaluation results must be provided to the student's parent in a timely manner. When available, instructional personnel must be provided with information on student achievement of standards and benchmarks in order to improve instruction.

- B. **Beginning in the 2022-2023 school year, the end-of-year comprehensive progress monitoring assessment administered pursuant to F.S. 1008.25(8)(b)2. is the Statewide standardized English language arts assessment for students in grades 3 through 10 and the Statewide standardized Mathematics assessments for students in grades 3 through 8.**
- C. list the student eligibility and procedural requirements established by the School District for whole-grade promotion, midyear promotion, and subject-matter acceleration that would result in a student attending a different school;
- notify parents and students of the District's process by which a parent may request student participation in whole-grade promotion, midyear promotion, or subject-matter acceleration that would result in a student attending a different school;
- D. advise parents and students that additional Academically Challenging Curriculum to Enhance Learning (ACCEL) options that may be available at the student's school;
1. advise parents and students to contact the principal at the student's school for information related to student eligibility requirements for whole-grade promotion, midyear promotion, and subject-matter acceleration when the promotion or acceleration occurs within the principal's school; virtual instruction in higher grade level subjects; and any other ACCEL options offered at the school;
 2. advise parents and students to contact the principal at the student's school for information related to the school's process by which a parent may request student participation in whole-grade promotion, midyear promotion, and subject-matter acceleration when the promotion or acceleration occurs within the principal's school; virtual instruction in higher grade level subjects; and any other ACCEL options offered at the school;

- E. advise parents and students of the early graduation options pursuant to State law and Policy 5464 - Accelerated Graduation Options;
- F. list, or incorporate by reference, all dual enrollment courses contained within the dual enrollment articulation agreement(s) established pursuant to State law;
- G. provide instructional sequences by which students in kindergarten through high school may attain progressively higher levels of skill in the use of digital tools and applications. The instructional sequences must include participation in curricular and instructional options and the demonstration of competence of standards required pursuant to State law through attainment of industry certifications and other means of demonstrating credit requirements identified under State law.

The Student Progression Plan (SPP) adopted for the 2016-2017 or current school year is incorporated by reference.

Revised 2/27/18

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Legal	F.S. 1002.3105
	F.S. 1003.41
	F.S. 1003.4156
	F.S. 1003.4203
	F.S. 1003.428
	F.S. 1003.4281
	F.S. 1003.4282
	F.S. 1007.271
	F.S. 1008.25
	Student Performance Standards, F.A.C. 6A-1.09401
	Florida Comprehensive Assessment Test and End-of-Course Assessment Requirements, F.A.C. 6A-1.09422
	Alternative Standardized Reading Assessment and Use of Student Portfolio for Good Cause Promotion, F.A.C. 6A-1.094221
	Standards for Mid-Year Promotion of Retained Third Graders, F.A.C. 6A-1.094222

Last Modified by Maria Cain on October 6, 2022

Book	Policy Manual
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Title	PROMOTION, ACCELERATION, PLACEMENT, AND RETENTION
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Last Revised	March 8, 2022

5410.01 - **PROMOTION, ACCELERATION, PLACEMENT, AND RETENTION**

The School Board recognizes that the personal, social, physical, and educational growth of children will vary and that they should be placed in the educational setting most appropriate to their needs at the various stages of their growth.

The Board shall provide for the placement, acceleration, and progression of students through adopted student progression plans. The District student progression plan includes the standards for evaluating each student's performance, including how well s/he masters the performance standards approved by the State Board of Education. A student will be promoted to the succeeding grade level when s/he has demonstrated sufficient proficiency to permit him/her to move ahead in the educational program of the next grade.

Parents may request student participation in Academically Challenging Curriculum to Enhance Learning (ACCEL) options, including whole grade promotion, midyear promotion or subject matter acceleration. If the parent selects one of these ACCEL options and the student meets eligibility and procedural requirements in the student progression plan, the student will have the opportunity to participate in the ACCEL option.

No student may be assigned to a grade level based solely on age or other factors that constitute social promotion. (F.S. 1008.25(6) (a))

Progress Monitoring Plans and Remediation

Each student must participate in the Statewide, standardized assessment program that is required by F.S. 1008.22. Each student who does not achieve a Level 3 or above on Statewide, standardized English language arts assessment; the Statewide, standardized mathematics assessment; or the Algebra I end-of-course (EOC) assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance.

Beginning in the 2022-2023 school year, the end-of-year comprehensive progress monitoring assessment administered pursuant to F.S. 1008.25(8)(b)2. is the Statewide standardized English Language Arts assessment for students in grades 3 through 10 and the Statewide standardized Mathematics assessment for students in grades 3 through 8.

A student who is not meeting the District or State requirements for satisfactory performance in English language arts and mathematics must be covered by one (1) of the following plans:

- A. a Federally required student plan such as an individual education plan;
- B. a schoolwide system of progress monitoring for all students, except a student who scores Level 3 or above on the English language arts and mathematics assessments may be exempted from participation by the principal; or
- C. an individualized progress monitoring plan.

Any student who exhibits a substantial deficiency in reading, based upon locally determined or statewide assessments conducted in kindergarten or grade 1, grade 2, or grade 3, or through teacher observations, must be given intensive reading instruction immediately following the identification of the reading deficiency. The student's reading proficiency must be monitored and the intensive instruction must continue until the student demonstrates grade level proficiency in a manner determined by the District, which may include achieving a Level 3 on the Statewide, standardized English language arts assessment.

The parent of any student who exhibits a substantial deficiency in reading, as described in the above paragraph, must be notified in writing of the following:

- A. that **their his/her** child has been identified as having a substantial deficiency in reading, **including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading;**
- B. a description of the current services that are provided to the child;
- C. a description of the proposed **intensive interventions supplemental instructional services** and supports that will be provided to the child that are designed to remediate the identified area of reading deficiency;
- D. that if the child's reading deficiency is not remediated by the end of grade 3, the child must be retained unless s/he is exempt from mandatory retention for good cause;
- E. strategies, **including multisensory strategies, through a read-at-home plan** for parents to use in helping their child succeed in reading **proficiency**;
The read-at-home plan must provide access to the resources identified in F.S. 1008.25(5)(e).
- F. that the Statewide, standardized English **Language Arts language arts** assessment is not the sole determiner of promotion and that additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and the School District in knowing when a child is reading at or above grade level and ready for grade promotion;
- G. the District's specific criteria and policies for a portfolio as provided in F.S. 1008.22 and the evidence required for a student to demonstrate mastery of Florida's academic standards for English language arts;
Schools must begin collecting evidence for a portfolio when a student in grade 3 is identified as being at risk of retention of upon the request of the parent, whichever occurs first.
- H. the District's specific criteria and policies for midyear promotion. Midyear promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated ability to read at grade level.
- I. **information about the student's eligibility for the New Worlds Reading Initiative under F.S. 1003.485 and information on parent training modules and other reading engagement resources available through the initiative.**

After initial notification, schools shall apprise the parent at least monthly of the student's progress in response to the intensive interventions and supports. Such communication will be in writing and explain any additional interventions or supports that will be implemented to accelerate the student's progress if the interventions and supports already being implemented have not resulted in improvement.

To be promoted to grade 4, a student must score a Level 2 or higher on the Statewide, standardized English language arts assessment required under F.S. 1008.22 for grade 3. If a student's reading deficiency is not remedied by the end of grade 3, as demonstrated by scoring Level 2 or higher on the Statewide, standardized assessment required under F.S. 1008.22 for grade 3, the student must be retained.

A student who has been retained in third grade due to a reading deficiency shall be promoted mid-year if the student has demonstrated mastery of the State-mandated requirements in grade 4 reading.

A student may be eligible for a waiver of retention criteria for acceptable good cause as outlined in the student progression plan.

A student may be retained at the same grade level/course(s) when s/he has not demonstrated satisfactory mastery of the State-mandated requirements in the required subject areas. Parents must be informed in advance of the possibility of retention of a student at a grade level.

Middle Grades Promotion

In order for a student to be promoted to high school from a school that includes middle grades 6, 7, and 8, the student must successfully complete the following courses:

A. Three (3) middle grades or higher courses in English Language Arts (ELA).

B. Three (3) middle grades or higher courses in mathematics.

1. Each school that includes middle grades must offer at least one (1) high school level mathematics course for which students may earn high school credit. Successful completion of a high school level Algebra I or Geometry course is not contingent upon the student's performance on the Statewide standardized end-of-course (EOC) assessment.
2. To earn high school credit for Algebra I, a middle grades student must take the Statewide standardized Algebra I EOC assessment and pass the course, and in addition, a student's performance on the Algebra I EOC assessment constitutes thirty percent (30%) of the student's final course grade.
3. To earn high school credit for a Geometry course, a middle grades student must take the Statewide standardized Geometry EOC assessment, which constitutes thirty percent (30%) of the student's final course grade, and earn a passing grade in the course.

C. Three (3) middle grades or higher courses in social studies.

1. One (1) of these courses must be at least a one (1) semester civics education course that includes the roles and responsibilities of Federal, State, and local governments; the structures and functions of the legislative, executive, and judicial branches of government; and the meaning and significance of historic documents, such as the Articles of Confederation, the Declaration of Independence, and the Constitution of the United States.
2. Each student's performance on the Statewide standardized EOC assessment in civics education required under F.S. 1008.22 constitutes thirty percent (30%) of the student's final course grade.
3. Based, customizable to each student, and include research-based assessments to assist students in determining educational and career options and goals. The course must result in a completed personalized academic and career plan for the student that may be revised as the student progresses through middle school and high school; must emphasize the importance of entrepreneurship and employability skills; and must include information from the Department of Economic Opportunity's economic security report under F.S. 445.07.
4. The required personalized academic and career plan must inform students of high school graduation requirements, including a detailed explanation of the following:
 - a. requirements for earning a high school diploma designation under F.S. 1003.4285;
 - b. requirements for each scholarship in the Florida Bright Futures Scholarship Program;
 - c. state university and Florida college system institution admission requirements;
 - d. available opportunities to earn college credit in high school, including advanced placement courses;
 - e. the International Baccalaureate Program;
 - f. the Advanced International Certificate of Education Program;
 - g. dual enrollment, including career dual enrollment; and
 - h. career education courses, including career-themed courses, preapprenticeship and apprenticeship programs, and course sequences that lead to industry certification pursuant to F.S. 1003.492 or 1008.44.
5. The course may be implemented as a stand-alone course or integrated into another course or courses.

Retention of Students with Disabilities

Retention and assignment of a student with disability will be determined by the student's Individual Education Plan (IEP) Team and follow the requirements of Florida law. The assignment of and services to be provided to a student with a disability will be documented on the student's IEP. Extended school year services may be provided for any student who would severely regress in his/her skills and overall functioning as demonstrated by supporting documentation and determined necessary by the student's IEP team.

Revised 2/11/20

Revised 3/8/22

Legal

- F.S. 1002.3105
- F.S. 1003.4156
- F.S. 1008.22
- F.S. 1008.25
- F.A.C. 6A-1.09422
- F.A.C. 6A-1.094221
- F.A.C. 6A-1.094222

Last Modified by Maria Cain on October 6, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	REPORTING STUDENT PROGRESS
Code	po5420 JM 9/21/2022
Status	
Adopted	June 13, 2017

5420 - **REPORTING STUDENT PROGRESS**

The School Board believes that the cooperation of school and home is a vital ingredient to the growth and education of the whole child. It recognizes its responsibility to keep parents informed of student welfare and progress in school.

The Board directs the establishment of a system of reporting student progress which shall include written reports, parent conferences with teachers, and shall require all appropriate staff members to comply with such a system as part of their professional responsibility.

The Superintendent, in conjunction with appropriate staff members, shall develop procedures for reporting student progress to parents which:

- A. require that both student and parent receive ample warning of a pending grade of "failure" or one that would adversely affect the student's status;
- B. enable the scheduling of parent-teacher conferences at such times and in such places as will ensure the greatest degree of participation by parents;
- C. specify the issuance of report cards at intervals of not more than every nine (9) weeks;
- D. require a continual review and improvement of methods of reporting student progress to parents.

Annual Report to Parents Regarding Student Progress

The Board will annually provide a report to the parent of each student identifying the progress of the student toward achieving State and District expectations for proficiency in English language arts, science, social studies, and mathematics. Parents will also be provided a report identifying student results on each Statewide, standardized assessment **and the coordinated screening and progress monitoring system under F.S. 1008.25(8)**. Progress reporting will be provided to parents in **a written, easy-to-comprehend individual student report** in a language that parents can understand. **This information will also be accessible through secure, web-based options, as part of the District's student information system. An individual student report will be provided in a printed format if requested by a parent. The report must also include parent resources that explain the purpose of progress monitoring, assist the parent in interpreting progress monitoring results, and support informed parent involvement. Parent resources may include personalized video formats.** ~~In addition to the nine (9) weeks report card, four and one-half (4 1/2) week electronic progress reports are available to parents/guardians on the EdLine Parent Portal (www.edline.net).~~

Parents will also be notified of reading deficiency issues as required by F.S. 1008.25, if applicable.

This report to parents may be included with the student report cards at the end of the year, if all students receive report cards. **Additionally, to facilitate timely interventions and supports pursuant to F.S. 1008.25 (4), the District must provide results from the first two (2) administrations of the progress monitoring system to a student's parent within two (2) weeks of the administration.**

The results from the comprehensive, end-of-year progress monitoring ELA assessment for grades 3 through 10 and Mathematics assessment for grades 3 through 8 must be delivered to a student's parent within one (1) week after receiving the results from the FLDOE.

The Board will annually publish on the official District website ~~and in the local newspaper~~ the following information on the prior school year:

- A. The provisions of F.S. ~~1002.825~~ **1008.25** relating to public school student progression and the Board's policies and procedures on student retention and promotion.
- B. By grade, the number and percentage of all students in grades 3 through 10 performing at Levels 1 and 2 on the Statewide, standardized English language arts assessment.
- C. By grade, the number and percentage of all students retained in kindergarten through grade 10.
- D. Information on the total number of students who were promoted for good cause, by each category of good cause as specified in F.S. 1008.25.
- E. Any revisions to the Board's policies and procedures on student retention and promotion from the prior year.

Report Cards

Report cards issued by the District will contain, in addition to other information, the following:

- A. The student's academic performance in each class or course, which in grades 1 through 12 must be based upon examinations as well as written papers, class participation, and other academic performance criteria, and must include the student's performance or nonperformance at his/her grade level.
- B. The student's conduct and behavior.
- C. The student's attendance, including absences and tardiness.

A student's final report card for a school year shall contain a statement indicating end-of-the-year status regarding performance or nonperformance at grade level, acceptable or unacceptable behavior and attendance, and promotion or nonpromotion.

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Legal F.S. 1001.42
 F.S. 1003.33
 F.S. 1008.25

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Title	GRADUATION REQUIREMENTS
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Last Revised	March 8, 2022

5460 - GRADUATION REQUIREMENTS

It shall be the policy of the School Board to acknowledge each student's successful completion of the instructional program appropriate to the achievement of District goals and objectives as well as personal proficiency by the awarding of a diploma at a fitting graduation ceremony.

Standards for Graduation

For students entering grade 9 before the 2023-2024 school year.

Receipt of a standard high school diploma requires successful completion of twenty-four (24) or eighteen (18) ACCEL credit options, an International Baccalaureate curriculum, an Advanced International Certificate of Education completion, or the Career and Technical Education (CTE) pathway.

The required credits may be earned through equivalent, applied, or integrated courses or career education courses, excluding work-related internships approved by the State Board of Education and identified in the course code directory. Any must pass assessment requirement must be met.

Credit Distribution

Subject	24 Credits	18 Credits
English Language Arts	4	4
Mathematics	4	4
Science	3	3
Social Studies	3	3
Performing Arts, Speech & Debate or Practical Arts	1	1
Physical Education	1	N/A
Electives	8	3
One (1) online course	1	N/A

A financial literacy course consisting of at least one-half (1/2) credit as an elective shall be offered.

Effective for students entering grade 9 in the 2023-2024 school year and thereafter

Beginning with the 2023-24 school year, students in U.S. Government classes must receive at least forty-five (45) minutes of instruction on different communist regimes and how people suffered through poverty, starvation, lethal violence, and suppression of speech under them.

Receipt of a standard high school diploma requires successful completion of twenty-four (24) credits, an International Baccalaureate curriculum, an Advanced International Certificate of Education completion, or the Career and Technical Education (CTE) pathway.

The twenty-four (24) credits shall be distributed as follows:

<u>Subject</u>	<u>Credits</u>
- <u>English Language Arts</u>	<u>4</u>
- <u>Social Studies</u>	<u>3</u>
- <u>Mathematics</u>	<u>4</u>
- <u>Science</u>	<u>3</u>
- <u>Fine or performing arts, speech and debate, or practical arts</u>	<u>1</u>
- <u>Electives</u>	<u>7.5</u>
- <u>Basic Physical education</u>	<u>1</u>
- <u>Personal Financial Literacy and Money Management</u>	<u>.5</u>

Basic training in first aid, including at least one (1) hour of cardiopulmonary resuscitation (CPR) instruction, shall be provided for students in grades 9 and 11.

High school students will be provided opportunities to take "computer science" courses and earn technology-related industry certifications to satisfy high school graduation requirements. Computer science courses and technology-related industry certifications that are identified as eligible for meeting mathematics or science requirements for high school graduation will be included in the Course Code Directory.

The required credits may be earned through equivalent, applied, or integrated courses or career education courses as defined in F.S. 1003.01(4), including work-related internships approved by the State Board of Education and identified in the course code directory. However, any must-pass assessment requirements must be met.

An equivalent course is one (1) or more courses identified by content-area experts as being a match to the core curricular content of another course, based upon a review of the ~~Next Generation Sunshine~~ State **academic standards Standards** and includes real-world applications of a career and technical education standard used in business or industry. An integrated course includes content from several courses within a content area or across content areas.

The earning and awarding of high school credits will be in accordance with Florida law including, but not necessarily limited to, the provisions of F.S. 1003.4282 and those identified in the Student Progression Plan.

Online Course Requirement

Excluding a driver education course, at least one (1) course within the twenty-four (24) credits required must be completed through online learning. Students are not required to take the online course outside the school day or in addition to a student's courses for a given semester. An online course taken in grade 6, grade 7, or grade 8 fulfills this requirement. This requirement is met through an online course offered by the Florida Virtual School, a virtual education provider approved by the State Board of Education, a high school, or an online dual enrollment course. A student who is enrolled in a full-time or part-time virtual instruction program pursuant to Policy 2370.01 - Virtual Instruction Program meets this requirement.

The virtual instruction options available through the District are outlined in Policy 2370.01 - Virtual Instruction.

Students may satisfy online course requirements in one of the following three (3) ways:

- A. completing a blended learning course;
- B. completing a course in which the student earns a nationally recognized industry certification in information technology that is identified on the CAPE Industry Certification Funding List pursuant to F.S. 1008.44; or
- C. passing the information technology certification examination without enrolling in or completing the corresponding course or courses, as applicable.

This requirement does not apply to a student who has an individualized education plan (IEP) pursuant to Policy 2460 - Exceptional Student Education which indicates that an online course would be inappropriate or to an out-of-state transfer student who is enrolled in a Florida high school and has one (1) academic year or less remaining in high school.

For courses that require Statewide standardized end-of-course assessments, a minimum of thirty percent (30%) of a student's course grade shall be comprised of performance on the Statewide standardized end-of-course assessment.

In order to graduate, students must earn passing scores on the Florida State Assessment (State mandated testing) or scores on a standardized test that are concordant with passing scores on the State mandated testing. Additionally, a student must earn a cumulative GPA of 2.0 on a 4.0 scale.

High School Diploma

The Board shall award a standard high school diploma to every student enrolled in this District who meets the requirements of graduation established by this Board or who properly completes the goals and objectives specified in his/her IEP including either the exemption from or the requirement to complete the State-mandated tests and the recommendation of the IEP Team.

Students may earn one (1) or more designations on their standard diploma pursuant to F.S. 1003.4285.

Each student's standard high school diploma will include, as applicable, the following designations, if the student meets the criteria:

A. Scholar Designation

In order to earn the Scholar Designation, the student must, in addition to the requirements for a standard high school diploma, satisfy the following:

1. English Language Arts (ELA) - When the State transitions to common core assessments, pass the 11th grade ELA common core assessment.
2. Mathematics - Earn one (1) credit in Algebra II or an equally rigorous course and one (1) credit in statistics or an equally rigorous course. When the State transitions to common core assessments, students must pass the Geometry common core assessment.
3. Science - Pass the Statewide standardized Biology I end-of-course assessment and earn one (1) credit in chemistry or physics and one (1) credit in a course equally rigorous to chemistry or physics.
4. Social Studies - Pass the Statewide standardized United States History end-of-course assessment.
5. Foreign Language - Earn two (2) credits in the same foreign language.
6. Electives - Earn at least one (1) credit in an Advanced Placement, an International Baccalaureate, an Advanced International Certificate of Education, or a dual enrollment course.

B. Merit Designation

In order to earn the Merit Designation, a student must, in addition to the requirements for a standard high school diploma, attain one (1) or more industry certifications on the Florida Department of Education's current "Industry Certification Funding List".

Students and parents shall be provided information about diploma designations through an online education and career planning tool, which allows students to monitor their progress toward the attainment of each designation.

Honorary Diploma

An honorary diploma may be awarded in the case of such unfortunate circumstances as the severe disability or death of a student prior to graduation. The student must have been a senior in good standing to meet the requirements of graduation established by the Board at the time of the disability/death.

Early Admission Program

High school graduation by means of the Early Admission to College Program is an alternative for the college-bound student during the normal senior year in high school. When the prescribed District conditions as set forth in the student handbook have been met, the student shall be awarded a high school diploma with the regular high school graduating class. The official college transcript shall be made a part of the student's high school permanent record file.

When students leave high school as Early Admission to College Program students, they may participate in graduation exercises with their graduation class and may be ranked in the class pursuant to Policy 5430.

Early High School Graduation

For the purposes of this policy, the term "early graduation" means graduation from high school in less than eight (8) semesters or the equivalent by completion of the required number of credits.

For a student who enters grade 9 before the 2023-2024 school year

A student who meets the requirements of F.S. 1003.4282(3)(a)-(e), earns three (3) credits in electives (a total of eighteen (18) credits), and earns a cumulative grade point average (GPA) of 2.0 on a 4.0 scale shall be awarded a standard high school diploma.

For a student who enters grade 9 in the 2023-2024 school year and thereafter

A student who meets the requirements of F.S. 1003.4282(3)(a)-(e), earns two and one-half (2.5) credits in electives and one-half (.5) credit in financial literacy and money management (a total of eighteen (18) credits), and earns a cumulative grade point average (GPA) of 2.0 on a 4.0 scale shall be awarded a standard high school diploma.

A student also has the option of early graduation if the student has completed a minimum of twenty-four (24) credits and otherwise meets the requirements for graduation.

Academically Challenging Curriculum to Enhance Learning (ACCEL)

The following ACCEL options are available: whole-grade and midyear promotion; subject-matter acceleration; virtual instruction in higher grade-level subjects; and the Credit Acceleration Program described below. Additional options may be available.

Students shall be advised of courses through which they can earn college credit, including Advanced Placement, International Baccalaureate, Advanced Certificate of Education, dual enrollment, and early admission courses, and career academy courses, and courses that lead to industry certification, as well as the availability of course offerings through virtual instruction.

Credit Acceleration Program (CAP)

High school credit in courses required for high school graduation may be earned through the passage of an end-of-course assessment administered under F.S. 1008.22, an advanced placement examination, or a College Level Examination Program (CLEP). Course credit shall be awarded to a student who is not enrolled in the course, or who has not completed the course if the student attains a passing score on the corresponding end-of-course assessment, advanced placement examination, or CLEP. Public school or home education students in the District shall take the assessment or examination during the regular administration of the assessment or examination.

The District shall notify the parent of a student who is eligible to graduate early.

A student who graduates early may continue to participate in school activities and social events and to attend and participate in graduation events with the student's cohort. The student will be included in the class ranking, honors, and award determinations for the student's cohort. The student must comply with Board rules and policies regarding access to the school facilities and grounds during normal operating hours.

Career and Technical Education Graduation Pathway Option

A student is eligible to complete an alternative pathway to earning a standard high school diploma through the CTE pathway option. Receipt of a standard high school diploma awarded through the CTE pathway option requires the student's successful completion of at least eighteen (18) credits. A student completing the CTE pathway option must earn at least a cumulative grade point average (GPA) of 2.0 on a 4.0 scale. In order for a student to satisfy the requirements of the CTE pathway option, s/he must meet the GPA requirement and:

For a student who enters grade 9 before the 2023-2024 school year

- A. meet the requirements as set forth in F.S. 1003.4282;
- B. complete two (2) credits in career and technical education; and

The courses must result in a program completion and an industry certification.

- C. complete two (2) credits in work-based learning programs. A student may substitute up to two (2) credits of electives, including one-half (1/2) credit in financial literacy, for work-based learning program courses to fulfill this requirement.

For a student who enters grade 9 in the 2023-2024 school year and thereafter

- A. **meet the requirements as set forth in F.S. 1003.4282;**

- B. complete two (2) credits in career and technical education; and
The courses must result in a program completion and an industry certification.
- C. complete one and one-half (1.5) credits in work-based learning programs.

The CTE pathway option to graduation will be incorporated into the District's Student Progression Plan.

High School Equivalency Diploma

The Board shall offer the high school equivalency diploma examination and the subject area examinations to all candidates pursuant to the rules of the State Board of Education. To be eligible to be a candidate for a high school equivalency diploma, a student must be at least eighteen (18) years of age on the date of the examination. However, in extraordinary circumstances and if the student resides or attends school in the District, the student may take the examination after reaching the age of sixteen (16). All high school equivalency diplomas have equal status with other high school diplomas. A student may be awarded a standard high school diploma pursuant to the Florida Department of Education rules.

Certificate of Completion

A student who completes the minimum number of credits and other requirements for graduation but cannot earn a passing score on the State mandated testing, achieve a cumulative grade point average of 2.0 on a 4.0 scale or its equivalent, or complete all other applicable requirements prescribed by the Board pursuant to Florida statutes shall be awarded a certificate of completion in a form prescribed by the State Board of Education.

A student who is entitled to a certificate may elect to remain as a full-time student or a part-time student for up to one (1) additional year and receive special instruction designed to remedy the student's identified deficiencies.

Notice to Students and Parents

The District will notify students and parents, in writing, of the requirements for a standard high school diploma, available designations, and the eligibility requirements for State scholarship programs and postsecondary admissions.

Commencement Exercises

Commencement exercises will include only those students who have successfully completed requirements for a standard high school diploma, Early Admission to College Program, a special diploma, or a certificate of completion for graduation as certified by the high school principal. No student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure. A student may be denied participation in the ceremony of graduation when personal conduct or outstanding financial obligation so warrants.

Students are permitted to lawfully wear dress uniforms of any of the Armed Forces of the United States or of the State at their graduation ceremony.

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Legal

F.S. 1002.3105

F.S. 1003.4281

F.S. 1003.4282

F.S. 1003.4285

F.S. 1003.4286

F.S. 1003.4295

F.S. 1003.433

F.S. 1003.435

F.S. 1003.436

F.S. 1003.437

F.S. 1003.453

F.A.C. 6A-1.0995

F.A.C. 6A-1.09961

F.A.C. 6A-1.09963

F.A.C. 6A-6.0573

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Book	Policy Manual
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Last Revised	February 27, 2018

5517.01 - BULLYING AND HARASSMENT

The School Board is committed to providing an educational setting and workplace that is safe, secure, and free from bullying and harassment for all students and employees.

The Board will not tolerate unlawful bullying and harassment of any type. Conduct that constitutes bullying and harassment, as defined herein, is prohibited:

- A. during any education program or activity conducted by the District;
- B. during any school-related or school-sponsored program or activity or on a District school bus, or at a District school bus stop;
- C. through the use of data or computer software that is accessed through a computer, computer system, or computer network within the scope of the District, **meaning regardless of ownership, any computer, computer system, or computer network that is physically located on school property or at a school-related or school-sponsored program or activity;** or
- D. through the use of data or computer software that is accessed at a nonschool-related location, activity, function, or program or through the use of technology or an electronic device that is not owned, leased, or used by the District or school, if the bullying substantially interferes with or limits the victim's ability to participate in or benefit from the services, activities, or opportunities offered by the District or school or substantially disrupts the education process or orderly operation of a school. **This paragraph does not require a school to staff or monitor any nonschool-related activity, function, or program.**

This policy has been developed in consultation with District students, parents, teachers, administrators, school staff, school volunteers, community representatives, and local law enforcement agencies as prescribed in F.S. 1006.147 and in conformity with the Florida Department of Education (FLDOE) Revised Model Policy (**April 2016 July 2013**).

Pursuant to State law, District students, parents, teachers, administrators, school staff, school volunteers, community representatives, and local law enforcement agencies shall be involved in the review of this policy **every three (3) years.**

The Superintendent shall develop a comprehensive plan intended to prevent bullying and harassment and to cultivate the school climate so as to appropriately identify, report, investigate, and respond to situations of bullying and harassment as they may occur on school grounds, at school-sponsored events, and through school computer networks. Implementation of the plan by each principal will be ongoing throughout the school year and will be integrated with the school curriculum, District disciplinary policies, and violence prevention efforts.

Definitions

"Bullying" includes "cyberbullying" and means systematically and chronically inflicting physical hurt or psychological distress on one (1) or more students or employees. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidatir -

hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. physical violence;
- G. theft;
- H. sexual, religious, or racial harassment;
- I. public or private humiliation; or
- J. destruction of property; and
- K. social exclusion.

"Cyberbullying" means bullying against one (1) or more students or employees, through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including, but not limited to, electronic mail, Internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one (1) person or the posting of material on an electronic medium that may be accessed by one (1) or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.

"Cyberstalking" means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
- C. has the effect of substantially disrupting the orderly operation of a school.

"Bullying" and **"harassment"** also encompass:

- A. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.
- B. Perpetuation of conduct listed in the definition of bullying and/or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by:
 - 1. incitement or coercion;
 - 2. accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system; or
 - 3. acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

"Harassment" also means electronically transmitted acts (i.e., internet, e-mail, cellular telephone, personal digital assistance (PDA), or wireless hand-held device) that a student(s) or a group of students exhibits toward another particular student(s) or employee(s) and the behavior both causes mental and physical harm to the other student(s) or employee(s) and is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student(s).

Sexual Cyberharassment

Pursuant to Florida law, "sexual cyberharassment" means to publish a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person to an Internet website without the depicted person's consent, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Sexual cyberharassment may be a form of sexual harassment.

"Within the scope of the District" means regardless of ownership, any computer, computer system, or computer network that is physically located on school property or at a school-related or school-sponsored program or activity.

Expected Behavior

The District expects students to conduct themselves in keeping with their levels of development, maturity, and demonstrated capabilities with a proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment.

Such behavior is essential in maintaining an environment that provides each student the opportunity to obtain a high quality education in a uniform, safe, secure, efficient, and high quality system of education.

The standards for student behavior shall be set cooperatively through interaction among students, parents/guardians, staff, and community member, producing an atmosphere that encourages students to grow in self-discipline. The development of such an atmosphere requires respect for self and others, as well as for District and community property on the part of students, staff, and community members. School administrators, faculty, staff, and volunteers serve as role models for students and are expected to demonstrate appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying.

Students are expected to conform to reasonable standards of socially acceptable behavior; respect the person, property, and rights of others; obey constituted authority; and respond to those who hold that authority.

Consequences

Consequences and appropriate remedial action for students who commit acts of bullying or harassment or found to have wrongfully and intentionally accused another as a means of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the Code of Student Conduct.

Consequences and appropriate remedial action for a school employee found to have committed an act of bullying or harassment or found to have wrongfully and intentionally accused another as a means of bullying or harassment shall include discipline in accordance with District policies, administrative procedures, and the collective bargaining agreement. Egregious acts of harassment by certified educators may result in a sanction against an educator's State-issued certificate. (See the Principles of Professional Conduct of the Education Profession in Florida - F.A.C. 6A-10.081)

Consequences and appropriate remedial action for a visitor or volunteer found to have committed an act of bullying or harassment or found to have wrongfully and intentionally accused another as a means of bullying or harassment shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

Procedure for Reporting

The Board designates the principal as the person responsible for receiving all alleged acts of bullying. Any student or student's parent/guardian who believes s/he has been or is the victim of bullying or harassment should immediately report the situation to the school principal. Complaints against the principal should be filed with the Superintendent. Complaints against the Superintendent should be filed with the Board Chair.

All school employees are required to report alleged violations of this policy and alleged acts of bullying and harassment to the principal or as described above. The alleged violations and acts must be reported by school employees to the Principal within twenty-four (24) hours. Refer to Policy 1362, Policy 3362, and Policy 4362 for District staff allegations and procedures.

All other members of the school community, including students, parents, volunteers, and visitors, are encouraged to report any act that may be a violation of this policy to the principal or as described above.

Written and oral reports shall be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

The principal shall establish and prominently publicize to students, staff, volunteers, and parents the procedure for reporting bullying and how such a report will be acted upon. A victim of bullying and/or harassment, anyone who witnessed the act, and anyone who

has credible information that an act of bullying and/or harassment has taken place may file a report.

Procedure for Investigation

The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and begins with a report of such an act. All complaints about bullying and/or harassment that may violate this policy shall be promptly investigated by an individual, designated by the principal, who is trained in investigative procedures. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately and shall be confidential. The investigator may not be the accused perpetrator or victim. At no time shall the accused perpetrator and victim be interviewed together. The investigator shall collect and evaluate the facts including, but not limited to, the following:

- A. a description of the incident, the nature of the behavior, and the context in which the incident occurred;
- B. how often the conduct occurred;
- C. whether there were past incidents or past continuing patterns of behavior;
- D. the relationship between the parties involved;
- E. the characteristics of the parties involved;
- F. the identity of the alleged perpetrator, including whether the individual was in a position of power over the individual allegedly subjected to bullying or harassment;
- G. the number of alleged bullies/harassers;
- H. the age of the alleged bully/harasser;
- I. where the bullying and/or harassment occurred;
- J. whether there have been other incidents in the school involving the same or other students;
- K. whether the conduct adversely affected the student's education or educational environment;
- L. the date, time, and method in which the parent(s) of all parties involved were contacted.

In accordance with State law, District staff may monitor as part of any bullying or harassment investigation any nonschool-related activity, function, or program.

If, during an investigation of reported acts of bullying and/or harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on race, color, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively "protected classes"), the principal or his/her designee will report the act of bullying and/or harassment to one (1) of the Compliance Officers so that it may be investigated in accordance with the procedures set forth in Policy 5517 - Anti-Harassment.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Upon the completion of the investigation to determine whether or not a particular action or incident constitutes a violation of the policy, the designated individual who has conducted the investigation shall make a determination based on all the facts and surrounding circumstances and shall include:

- A. a recommendation of remedial steps necessary to stop the bullying and/or harassing behavior; and
- B. a written report to the principal.

A maximum of ten (10) days should be the limit for the completion of the investigative procedural steps and submission of the incident report. While ten (10) days is the expectation for completion of the investigative procedural steps, more time may be needed based on the nature of the investigation and the circumstances affecting that investigation. The investigator shall document in his/her report the reasons for needing additional time beyond ten (10) days. The highest level of confidentiality possible shall be provided regarding the submission of a complaint or a report of bullying and/or harassment and for the investigative procedures that are employed.

The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action initiated pursuant to this policy.

Scope

The investigator will provide a report on the results of the investigation with recommendations for the principal to make a determination if an act of bullying or harassment falls within the scope of District authority. Computers without web-filtering software or computers with web-filtering software that is disabled shall be used when complaints of cyberbullying are investigated. If the action is within the scope of the District, District procedures for investigating bullying and/or harassment shall be followed. If the action is outside the scope of the District, and believed to be a criminal act, the action shall be referred to the appropriate law enforcement agency. If the action is outside the scope of the District and believed not a criminal act, the principal shall inform parents/guardians of all minor parties.

Parent Notification

The principal shall report the occurrence of an incident of bullying as defined by District policy to the parent/guardian of all students known to be involved in the incident on the same day an investigation of the incident has been initiated. Notification shall be by telephone, **e-mail, or by** personal conference, **or and in writing** by first-class mail and shall be consistent with the student privacy rights under applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). The notice shall advise the individuals involved of their respective due process rights including the right to appeal any resulting determination or action to the State Board of Education.

If the bullying incident results in the perpetrator being charged with a crime, the principal shall inform by first class mail or by telephone the parent/guardian of the identified victim(s) involved in the bullying incident about the Unsafe Schools Choice Option (**the Elementary and Secondary Education Act, as amended No Child Left Behind (NCLB), Title IX, Part E, Subpart 2, Section 9532**) that states, in pertinent part, as follows:

"...a student attending a persistently dangerous public elementary school or secondary school, as determined by the State in consultation with a representative sample of local educational agencies, or who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school."

Upon the completion of the investigation and if criminal charges are to be pursued against the perpetrator, the appropriate law enforcement agencies shall be notified by telephone and/or in writing.

Counseling Referral

The District shall provide a referral procedure for intervening when bullying or harassment is suspected or when a bullying incident is reported. The procedure will include:

- A. a process by which the teacher or parent may request informal consultation with school staff (e.g., school counselor, school psychologist, **school social worker,** etc.) to determine the severity of concern and appropriate steps to address the concern;
- B. a referral process to provide professional assistance or services that may includes a process by which school personnel or parent/guardian may refer a student to the school intervention team (or equivalent school-based team with a problem-solving focus) for consideration of appropriate services (parent/guardian involvement is required at this point); or

If a formal discipline report or formal complaint is made, the principal must refer the student(s) to the school intervention team for determination of counseling support and interventions (parent/guardian is required at this point).

- C. a school-based action to address intervention and assistance as determined appropriate by the intervention team that includes:
 1. counseling and support to address the needs of the victim(s) of bullying or harassment;
 2. interventions to address the behavior of students who bully and harass others (e.g., empathy training, anger management, etc.);
 3. interventions which include assistance and support for parents, as may be deemed necessary or appropriate.

Data Report

The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data as prescribed. If a bullying (including cyberbullying) and/or harassment incident occurs it will be reported in SESIR, coded appropriately using the relevant incident code and the related element code. Discipline and referral data will be recorded in Student Discipline/Referral Action Report and Automated Student Information System. In a separate section, the District shall

include each alleged incident of bullying or harassment that does not meet the criteria of a prohibited act under this policy with recommendations regarding such incidents.

The District will provide bullying incident, discipline, and referral data to the Florida Department of Education (FLDOE) in the format requested, through Surveys 2, 3, and 5 from Education Information and Accountability Services, and at designated dates provided by the Department. Data reporting on bullying, harassment, unsubstantiated bullying, unsubstantiated harassment, sexual harassment, and threat/intimidation incidents, as well as any bullying-related incidents that have as a basis sex, race, or disability should include the incident basis. Victims of these offenses should also have the incident basis (sex, race, or disability) noted in their student record.

Training and Instruction

Students, parents, teachers, school administrators, counseling staff, and school volunteers shall be provided training and instruction, at least annually, on the District's policy and administrative procedures regarding bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment, as well as information about how to effectively identify and respond to bullying in schools. Instruction regarding bullying, harassment, and the District's violence prevention and school safety efforts shall be integrated into District curriculum at the appropriate grade levels. The training and instruction shall include recognizing behaviors that lead to bullying and harassment and taking appropriate preventative action based on those observations. The programs of training and instruction authorized by the District shall include, but not be limited to,:

- A. Olweus Bullying Prevention Program
- B. Monique Burr Foundation for Children, Inc.'s - Child Safety Matters
- C. PBS/PBIS (Positive Behavior Support/Positive Behavioral Interventions and Supports)

Victim's Parent Reporting

The principal shall report the occurrence of an incident of bullying as defined herein to the parent/guardian of students known to be involved in the incident on the same day an investigation of the incident has been initiated. Notification shall be by telephone and in writing by first-class mail and shall be consistent with the student privacy rights under applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). According to the level of infraction, the victim's parents will be notified by telephone and/or in writing of actions being taken to protect the child; the frequency of notification will depend on the seriousness of the bullying or harassment incident.

Policy Publication

At the beginning of each school year, the Superintendent shall, in writing, inform school staff, parents/guardians/other persons responsible for the welfare of a student of the District's student safety and violence prevention policy.

The District shall provide notice to students and staff of this policy in the Code of Student Conduct, employee handbooks, and via the District's official website. The Superintendent will also provide such notification to all District contractors.

Each principal shall implement a process for discussing, at least annually, the District policy on bullying and harassment with students in a student assembly or other reasonable format. Reminders of the policy and bullying prevention messages will be displayed, as appropriate, at each school and at District facilities.

Immunity

A school employee, school volunteer, students, parent/guardian, or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official and who makes this report in compliance with the procedures set forth in District policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.

Submission of a good faith complaint or report of bullying or harassment will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments. Such immunity from liability shall not apply to any school employee, school volunteer, student, parent/guardian, or other person determined to have made an intentionally false report about harassment, intimidation, and/or bullying.

Privacy/Confidentiality

The School District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under this policy and its related administrative procedures shall be maintained as confidential to the extent permitted by law.

Nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

Retaliation/False Charges

Retaliation against any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry under this policy is prohibited. Such retaliation shall be considered a serious violation of Board policy and independent of whether a complaint is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions. Suspected retaliation should be reported in the same manner as aggressive behavior and/or bullying.

Revised 2/27/18

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Legal F.S. 110.1221
 F.S. 784.048
 F.S. 1002.20
 F.S. 1006.13
 F.S. 1006.147
 Florida Department of Education Revised Model Policy (July 2013)
 No Child Left Behind (NCLB), Title IX, Part E, Subpart 2, Section 9532

Last Modified by Maria Cain on September 28, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	DISORDER AND DEMONSTRATION
Code	po5520JDR09/2022
Status	
Adopted	June 13, 2017

5520 - DISRUPTIONS OF SCHOOLS AND SCHOOL-SPONSORED ACTIVITIES ~~DISORDER AND DEMONSTRATION~~

Students have a right to receive an education at school and participate in various school-sponsored activities ~~The School Board recognizes the right of each student~~ The School Board, having the responsibility for providing an educational program for the students of this District, shall have the authority to preserve order for the proper functioning of its programs. ~~to attend school for the purpose of receiving an education. The disruption of the educational program of the schools by disorder or any other purposeful activity will not be countenanced.~~

~~For purposes of this policy, disorder shall be any deliberate activity by an individual or a group, whether peaceful or violent, which interferes with the normal operation of the school. The Board, having the responsibility for providing an educational program for the students of this District, shall have the authority to preserve order for the proper functioning of that program.~~

The Board recognizes that students have ~~Students shall not be disturbed in the exercise of their~~ constitutionally guaranteed rights of, among other things, free speech, peaceful assembly, and freedom of expression. However, the substantial disruption of the educational program at the District's schools and at school-sponsored activities or the infringement of the rights of others will not be permitted as set forth in the Code of Student Conduct. ~~to assemble peaceably and to express ideas and opinions, privately or publicly, provided that such exercise does not infringe on the rights of others and does not interfere with the operation of the schools.~~

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Legal	F.S. 877.13
	F.S. 1001.43
	F.S. 1006.145

Last Modified by Maria Cain on September 28, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	SECLUSION AND RESTRAINT OF STUDENTS WITH DISABILITIES
Code	po5630.01 AJ 9.12.22
Status	
Adopted	June 13, 2017
Last Revised	March 8, 2022

5630.01 - SECLUSION AND RESTRAINT OF STUDENTS WITH DISABILITIES

It is the policy of the School Board to prohibit the use of seclusion, to prohibit the use of mechanical restraint by school personnel, and to limit the use of restraint in the education and discipline of students with disabilities to circumstances in which the strategy can be used safely in a manner that is in the best interests of the student with a disability and as defined in this policy and Florida law. All terms not defined herein shall have the definitions used in F.S. 1003.573.

~~It is the policy of the School Board to prohibit the use of seclusion under all circumstances and to limit the use of restraint in the education and discipline of students with disabilities to circumstances in which the strategy can be used safely in a manner that is in the best interests of the student with a disability and as defined in this policy and Florida law. All terms not defined herein shall have the definitions used in F.S. 1003.573.~~

~~Prohibition of Seclusion~~

Prohibition on Use of Seclusion

District personnel are prohibited from using seclusion. Seclusion is defined as the involuntary confinement of a student in a room or area alone and preventing the student from leaving the room or area. The term does not include a time-out used as a behavior management technique intended to calm a student.

Definitions

Physical restraint means the use of manual restraint techniques that involve significant physical force applied by a teacher or other staff member to restrict the movement of all or part of a student's body. The term does not include briefly holding a student in order to calm or comfort the student or physically escorting a student to a safe location.

Mechanical restraint means the use of a device that restricts a student's freedom of movement. The term does not include the use of devices prescribed or recommended by physical or behavioral health professionals when used for indicated purposes.

~~For purposes of this policy, the use of seclusion is prohibited in the District under all circumstances.~~

~~District personnel are prohibited from using seclusion. Seclusion is defined as the involuntary confinement of a student in a room or area alone and preventing the student from leaving the room or area. The term does not include a time-out used as a behavior management technique intended to calm a student.~~

Use of Mechanical Restraints (School Personnel Prohibited)

School personnel are prohibited from using mechanical restraint. Only school resource officers, school safety officers, school guardians, and school security guards as defined in F.S. 1006.12 ("Authorized Individual") are permitted to use mechanical restraint in the exercise of their powers and duties to restrict students in grades 6 through 12.

Mechanical restraint does not include devices implemented by trained school personnel or devices used by a student that have been prescribed by an appropriate medical or related service professional and are used for the specific and approved purposes for which such devices were designed, such as:

- A. adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;
- B. vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;
- C. restraints for medical immobilization; and
- D. orthopedically prescribed devices that permit a student to participate in activities without risk of harm.

Prohibition of Mechanical Restraints

~~For purposes of this policy, the use of mechanical restraints, defined as the use of any device or equipment to restrict a student's freedom of movement is prohibited for all circumstances.~~

~~Mechanical restraint does not include devices implemented by trained school personnel or devices used by a student that have been prescribed by an appropriate medical or related service professional and are used for the specific and approved purposes for which such devices were designed, such as:~~

- A. ~~adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;~~
- B. ~~vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;~~
- C. ~~restraints for medical immobilization; and~~
- D. ~~orthopedically prescribed devices that permit a student to participate in activities without risk of harm.~~

Use of Physical Restraints

Authorized school personnel may use physical restraint only when all positive behavior interventions and supports have been exhausted. Physical restraint may be used only when there is an imminent risk of serious injury and must be discontinued as soon as the threat posed by the dangerous behavior has dissipated.

Physical restraint is an emergency intervention sometimes used in schools when students are exhibiting disruptive or dangerous behavior. Physical restraint is not to be used for student discipline or as an instructional tool for the development of pro-social behavior. Rather, it is one method to prevent students from harming themselves or others.

In determining whether a student with a disability who is being physical should be moved from the area where the need was first noted or the restraint was first applied, the supervising staff member shall consider the potential for injury to the student with a disability, the educational and emotional well-being of the restrained student and other students with disabilities who would observe the application of the restraint, and any requirements of a BIP or IEP established for a student with a disability.

If physical is utilized in compliance with this policy on a student with a disability whose primary mode of communication is sign language, the student with a disability shall be permitted to have his/her hands free of restraint for brief periods unless the supervising staff member determines that such freedom is likely to result in harm to the student or others.

Physical restraint shall not be used if there is a medical contraindication to its use identified for the student with a disability, and shall only be applied and supervised by a staff member who has been trained in the safe application and supervision of the specific means of restraint applied.

Requirements Applicable to Mechanical and Physical Restraints

A student with a disability shall not be subjected to physical or mechanical restraint except as specifically authorized in this policy. Restraint of any kind shall not be used in any instance in which the sole justification is to punish the student for a violation of a directive from a staff member, violation of student conduct rule, the student's use of vulgar or profane language, a verbal threat, or a display of disrespect for another person. A verbal threat shall not be considered as sufficient justification for the use of physical or mechanical restraint unless a student with a disability has immediate access to the means of acting on the threat.

A mechanical or physical restraint that restricts the breathing of a student with a disability is prohibited. A restraint shall not be implemented with the intention of using physical pain to achieve control of the behavior or punish misconduct of a student with a disability, and a restraint of any kind shall never be applied in a manner that restricts the blood flow or respiration of a student with a disability. Failure of a student with a disability to complain or object to a restraint or the successful use of a restraint with another student with a disability shall not justify the use of a restraint. Restraint techniques may not be used that place a student in a facedown position with the student's hands restrained behind the student's back. The degree of force used for physical restraint shall only be the degree necessary to protect the student or others from risk of serious injury.

Physical (by school personnel/authorized individual) or mechanical (by an authorized individual) restraint may be used on a student with a disability if an emergency requires the use of the restraint. As used here, emergency means circumstances in which the individual applying the restraint reasonably believes that the application of a restraint on the student with a disability is necessary in response to a physical risk of harm to the student with a disability or others.

A student with a disability shall be released from physical or mechanical restraint immediately upon a determination by the supervising staff member or authorized individual administering or overseeing the use of restraint that the circumstances permitting the use of restraint in this policy no longer exist.

The Superintendent shall promulgate procedures on the use of positive behavior interventions and supports.

Use of Physical Restraints

~~For purposes of this policy, restraint means the use of physical restraint. Physical restraint means the use of manual restraint techniques that involve significant physical force applied by a teacher or other staff member to restrict the movement of all or part of a student's body. The term does not include briefly holding a student in order to calm or comfort the student or physically escorting a student to a safe location.~~

~~Authorized school personnel may use restraint only when all positive behavior interventions and supports have been exhausted. Restraint may be used only when there is an imminent risk of serious injury and shall be discontinued as soon as the threat posed by the dangerous behavior has dissipated.~~

~~Restraint is an emergency intervention sometimes used in schools when students are exhibiting disruptive or dangerous behavior. Restraint is to be used for student discipline or as not an instructional tool for the development of pro-social behavior. Rather, it is one method to prevent students as a last result from harming themselves or others. It should only be used in emergency situations when an imminent risk of serious injury or death to the student or others exists.~~

~~A student with a disability shall not be subjected to physical restraint except as specifically authorized in this policy. Restraint of any kind shall not be used in any instance in which the sole justification is to punish the student for a violation of a directive from a staff member, violation of student conduct rule, the student's use of vulgar or profane language, a verbal threat, or a display of disrespect for another person. A verbal threat shall not be considered as sufficient justification for the use of physical or mechanical restraint unless a student with a disability has immediate access to the means of acting on the threat.~~

~~School personnel may not use a manual physical restraint that restricts the breathing of a student with a disability. A restraint shall not be implemented with the intention of using physical pain to achieve control of the behavior or punish misconduct of a student with a disability, and a restraint of any kind shall never be applied in a manner that restricts the blood flow or respiration of a student with a disability. Failure of a student with a disability to complain or object to a restraint or the successful use of a restraint with another student with a disability shall not justify the use of a restraint. Restraint techniques may not be used that place a student in a facedown position with the student's hands restrained behind the student's back. The degree of force used for physical restraint shall only be the degree necessary to protect the student or others from risk of serious injury.~~

~~Physical restraint shall not be used if there is a medical contraindication to its use identified for the student with a disability, and shall only be applied and supervised by a staff member who has been trained in the safe application and supervision of the specific means of restraint applied. Application of physical restraint to a student with a disability shall take into consideration the IEP and any BIP established for the student.~~

~~Physical restraint may be used on a student with a disability if an emergency requires the use of the restraint. As used here, "emergency" means circumstances in which a staff member reasonably believes that application of a restraint on the student with a disability is necessary in response to a physical risk of harm to the student with a disability or others.~~

~~A student with a disability shall be released from physical restraint immediately upon a determination by the supervising staff member administering or overseeing the use of restraint that the circumstances permitting the use of restraint in this policy no longer exist.~~

~~In determining whether a student with a disability who is being physically restrained should be moved from the area where the need was first noted or the restraint was first applied, the supervising staff member shall consider the potential for injury to the student with a disability, the educational and emotional well-being of the restrained student and other students with disabilities who would observe the application of the restraint, and any requirements of a BIP or IEP established for a student with a disability.~~

~~If physical restraint is utilized in compliance with this policy on a student with a disability whose primary mode of communication is sign language, the student with a disability shall be permitted to have his/her hands free of restraint~~

~~for brief periods unless the supervising staff member determines that such freedom is likely to result in harm to the student or others.~~

~~The Superintendent shall promulgate procedures on the use of positive behavior interventions and supports.~~

Crisis Intervention Plan

~~Upon the second time a student is restrained during a semester, the school shall develop a Crisis Intervention Plan (CIP) for the student. The CIP shall be developed by a team comprised of the student's parent or guardian, school personnel, and applicable physical and behavioral health professionals and must include:~~

- ~~A. specific positive behavior interventions and supports to use in response to dangerous behaviors that create a threat of imminent risk of serious injury;~~
- ~~B. known physical and behavioral health concerns that will limit the use of restraint for the student; and,~~
- ~~C. a timetable for the review and, if necessary, revision of the crisis intervention plan.~~

~~The school must provide a copy of the CIP to the student's parent or guardian.~~

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- ~~C. a timetable for the review and, if necessary, revision of the crisis intervention plan.~~

~~The school must provide a copy of the CIP to the student's parent or guardian.~~

Mandatory Training for Authorized Staff

~~No employee of the Board, or person in a school facility, shall be permitted to use physical or mechanical restraint until the person has received sufficient training in the use of the strategy or procedure to allow the person to utilize the measure safely and in compliance with any IEP or BIP established for a student with a disability. Only school resource officers, school safety officers, school guardians, or school security guards as defined in F.S. 1006.12 are authorized to use mechanical restraint on students grades 6 through 12.~~

~~Only authorized personnel may use physical restraint. Personnel authorized to use physical restraint are ESE teachers, behavior assistants, and school administrators who have been trained on the use of restraint.~~

~~The Superintendent shall require that staff members responsible for implementing this policy receive training that includes:~~

- ~~A. the use of positive behavior interventions and supports;~~
- ~~B. risk assessment procedures to identify when restraint may be used;~~
- ~~C. examples of when positive behavior interventions and support techniques have failed to reduce the imminent risk of serious injury;~~
- ~~D. examples of safe and appropriate restraint techniques and how to use these techniques with multiple staff members working as a team;~~
- ~~E. instruction in the District's documentation and reporting requirements;~~
- ~~F. procedures to identify and deal with possible medical emergencies arising during the use of restraint; and~~
- ~~G. cardiopulmonary resuscitation.~~

~~The District shall publish the procedures for the training required under this subsection in the District's special policies and procedures manual.~~

The Superintendent shall also require that appropriate training is provided for the immediate supervisors of District employees who are authorized to supervise the use of restraints to provide that those measures are only implemented as permitted in this policy.

Mandatory Training for Authorized Staff

~~No employee of the Board or person in a school facility shall be permitted to use physical restraint until the person has received sufficient training in the use of the strategy or procedure to allow the person to utilize the measure safely and in compliance with any IEP or BIP established for a student with a disability;~~

~~Only authorized personnel who have been trained on the use of restraint may use restraint.~~

~~The Superintendent shall require that staff members responsible for implementing this policy receive training that includes:~~

- ~~A. the use of positive behavior interventions and supports;~~
- ~~B. risk assessment procedures to identify when restraint may be used;~~
- ~~C. examples of when positive behavior interventions and support techniques have failed to reduce the imminent risk of serious injury;~~
- ~~D. examples of safe and appropriate restraint techniques and how to use these techniques with multiple staff members working as a team;~~
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~~The District shall publish the procedures for the training required under this subsection in the District's special policies and procedures manual.~~

~~The Superintendent shall also require that appropriate training is provided for the immediate supervisors of District employees who are authorized to supervise the use of restraints to provide that those measures are only implemented as permitted in this policy.~~

Documentation and Reporting

A school shall prepare an incident report within twenty-four (24) hours after a student with a disability is released from restraint. If the student's release occurs on a day before the school closes for the weekend, a holiday, or other reason, the incident report must be completed by the end of the school day on the day the school reopens.

The following must be included in the incident report:

- A. The name of the student with a disability who was restrained;
- B. The age, grade, ethnicity, and disability of the student restrained;
- C. The date and time of the event and the duration of the restraint;
- D. The location at which the restraint occurred;
- E. A description of the type of restraint used in terms established by the Department of Education;
- F. The name of the person using or assisting in the restraint of the student with a disability and the date the person was last trained in the use of positive behavior intervention and supports;
- G. The name of any nonstudent who was present to witness the restraint; and
- H. A description of the incident, including:
 - 1. The context in which the restraint occurred;
 - 2. The behavior of the student with disabilities leading up to and precipitating the decision to use restraint, including an indication as to why there was an imminent risk of serious injury to the student or others;
 - 3. The positive behavior interventions and supports used to prevent and de-escalate the behavior;
 - 4. What occurred with the student immediately after the termination of the restraint;
 - 5. Any injuries, visible marks, or possible medical emergencies that may have occurred during the restraint, documented according to District policies;
 - 6. Evidence of steps taken to notify the parent or guardian of the student with a disability; and,
 - 7. The date the crisis intervention plan was last reviewed and whether changes were recommended.

A school shall notify the parent or guardian of a student with a disability each time restraint is used. Such notification must be in writing and provided before the end of the school day on which the restraint occurs. Reasonable efforts must also be taken to notify the parent or guardian by telephone or e-mail, or both, and these efforts must be documented. The school shall obtain, and keep in its records, the parent's or guardian's signed acknowledgment that s/he was notified of his/her child's restraint.

A school shall also provide the parent or guardian with the completed incident report in writing by mail within three (3) school days after a student with a disability was restrained. The school shall obtain, and keep in its records, the parent's or guardian's acknowledgment that s/he received a copy of the incident report.

Documentation and Reporting

~~A school shall prepare an incident report within twenty-four (24) hours after a student with a disability is released from restraint. If the student's release occurs on a day before the school closes for the week-end, a holiday, or other reason, the incident report must be completed by the end of the school day on the day the school reopens.~~

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- ~~F. The name of the person using or assisting in the restraint of the student with a disability and the date the person was last trained in the use of positive behavior intervention and supports;~~
- ~~G. The name of any nonstudent who was present to witness the restraint; and~~
- ~~H. A description of the incident, including:
 - ~~1. The context in which the restraint occurred;~~
 - ~~2. The behavior of the student with disabilities leading up to and precipitating the decision to use restraint, including an indication as to why there was an imminent risk of serious injury to the student or others;~~
 - ~~3. The positive behavior interventions and supports used to prevent and de-escalate the behavior;~~
 - ~~4. What occurred with the student immediately after the termination of the restraint;~~
 - ~~5. Any injuries, visible marks, or possible medical emergencies that may have occurred during the restraint, documented according to district policies;~~
 - ~~6. Evidence of steps taken to notify the parent or guardian of the student with a disability; and~~
 - ~~7. The date the crisis intervention plan was last reviewed and whether changes were recommended.~~~~

~~A school shall notify the parent or guardian of a student with a disability each time a restraint is used. Such notification must be in writing and provided before the end of the school day on which the restraint occurs. Reasonable efforts must also be taken to notify the parent or guardian by telephone or e-mail, or both, and these efforts must be documented. The school shall obtain, and keep in its records, the parent's or guardian's signed acknowledgment that s/he was notified of his/her child's restraint.~~

~~A school shall also provide the parent or guardian with the completed incident report in writing by mail within three (3) school days after a student with a disability was restrained. The school shall obtain, and keep in its records, the parent's or guardian's acknowledgement that s/he received a copy of the incident report.~~

Monitoring

The District shall monitor the use of restraint on students with disabilities and shall collect data including:

- A. when, where, and why students are restrained; and
- B. the frequency of occurrences of such restraint.

Documentation prepared as required in this policy shall be provided to the school principal, the District Director of Exceptional Student Education, and the Bureau Chief of the Bureau of Exceptional Education and Student Services electronically each month that the school is in session.

The data collected shall be used when selecting staff for training, as well as in the preparation of a District plan with the goal of reducing the use of restraint in settings in which it occurs frequently or with students who are restrained repeatedly.

The plan shall identify the activities, skills, and resources needed to achieve the plan's goal, including the following:

- A. additional training in positive behavioral interventions and supports;

- B. parental involvement;
- C. data review;
- D. updates on students' functional behavioral analysis or behavior intervention plan;
- E. additional student evaluations;
- F. debriefing with staff;
- G. use of school-wide positive behavioral support;
- H. changes to the school environment;
- I. analysis of data to determine trends; and
- J. ongoing reduction of the use of restraint.

Monitoring

~~The District shall monitor the use of restraint on students with disabilities and shall collect data including:~~

- A. ~~when, where, and why students are restrained; and~~
- B. ~~the frequency of occurrences of such restraint.~~

~~Documentation prepared as required in this policy shall be provided to the school principal, the district director of Exceptional Student Education, and the bureau chief of the Bureau of Exceptional Education and Student Services electronically each month that the school is in session.~~

~~The data collected shall be used when selecting staff for training, as well as in the preparation of a District plan with the goal of reducing the use of restraint in settings in which it occurs frequently or with students who are restrained repeatedly as well as reducing the use of restraint.~~

~~The plan shall identify activities, skills, and resources needed to achieve the plan's goal, including the following:~~

- A. ~~additional training in positive behavior interventions and supports;~~
- B. ~~parental involvement;~~
- C. ~~data review;~~
- D. ~~updates on students' functional behavioral analysis;~~
- E. ~~additional student evaluations;~~
- F. ~~debriefing with staff;~~

- G. ~~use of school-wide positive behavioral support;~~
- H. ~~changes to the school environment;~~

- I. ~~analysis of data to determine trends; and~~
- J. ~~ongoing reduction of the use of restraint.~~

Revisions to Policies and Procedures

Any revisions to policies and procedures, which must be prepared as part of the School District's special policies and procedures, must be filed with the Bureau Chief of the Bureau of Exceptional Education and Student Services no later than ninety (90) days after the revision.

~~**Revisions to Policies and Procedures**~~

~~Any revisions to policies and procedures, which must be prepared as part of the school district's special policies and procedures, must be filed with the bureau chief of the Bureau of Exceptional Student Education no later than January 31st of each year.~~

~~**Posting of Policy**~~

~~At the beginning of each school year, the District shall publicly post on its website its policies and procedures on positive behavior interventions and supports as adopted by the District.~~

Posting of Policy

At the beginning of each school year, the District shall publicly post on its website its policies and procedures on positive behavior interventions and supports as adopted by the District.

Disciplinary Action for a Violation of This Policy

In addition to any penalty prescribed by law, the Superintendent is directed by this policy to see that a Board employee who intentionally, knowingly, or recklessly violates this policy is subject to correction or disciplinary action as necessary to prevent a reoccurrence of the violation. A Board employee engages in conduct intentionally if, when s/he engages in the conduct, it is his/her conscious objective to do so. A Board employee engages in conduct knowingly if, when s/he engages in the conduct, s/he is aware of a high probability of a violation of this policy. A Board employee engages in conduct recklessly if s/he engages in conduct in violation of this policy in a plain, conscious, and unjustifiable disregard of harm that might result to a student with a disability and the disregard involves a substantial deviation from acceptable standards of conduct established by this policy.

Discipline of a staff member for violation of this policy shall take into account the degree to which the violation risked serious bodily injury to a student with a disability and the staff member's history of compliance with this policy and other Board policies.

~~Disciplinary Action for a Violation of This Policy~~

~~In addition to any penalty prescribed by law, the Superintendent is directed by this policy to see that a Board employee who intentionally, knowingly, or recklessly violates this policy is subject to correction or disciplinary action as necessary to prevent a reoccurrence of the violation. A Board employee engages in conduct "intentionally" if, when s/he engages in the conduct, it is his/her conscious objective to do so. A Board employee engages in conduct "knowingly" if, when s/he engages in the conduct, s/he is aware of a high probability of a violation of this policy. A Board employee engages in conduct "recklessly" if s/he engages in conduct in violation of this policy in a plain, conscious, and unjustifiable disregard of harm that might result to a student with a disability and the disregard involves a substantial deviation from acceptable standards of conduct established by this policy.~~

~~Discipline of a staff member for violation of this policy shall take into account the degree to which the violation risked serious bodily injury to a student with a disability and the staff member's history of compliance with this policy and other Board policies.~~

Retaliation for Fully Implementing or Reporting Violations

No Board employee shall be permitted to retaliate against a person for reporting or objecting to actions in violation of this policy or providing information regarding a violation of this policy.

~~Retaliation for Fully Implementing or Reporting Violations~~

~~No Board employee shall be permitted to retaliate against a person for reporting or objecting to actions in violation of this policy or providing information regarding a violation of this policy.~~

Revised 3/8/22

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- Legal F.S. 1003.32
- F.S. 1003.573
- F.S. 1006.11
- F.S. 1012.75
- F.A.C. 69A-58.0084

Last Modified by Anna Jensen on September 12, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	STUDENT AND PARENT COMPLAINTS
Code	po5710 JK09.22.22
Status	

Revised Policy - Vol. 23, No. 1

5710 - **STUDENT AND PARENT COMPLAINTS**

The School Board recognizes that, ~~as citizens,~~ students **and parents** have the right to request redress of **certain** grievances. Further, the Board believes that the inculcation of respect for lawful procedures is an important part of the educational process. ~~Accordingly, individual and group complaints should be provided for and appropriate appeal procedures implemented.~~

For purposes of this policy, a student **or parent** complaint shall be any such **complaint** that arises out of actions, procedures, and policies of this Board or its employees or the lack of such policy or procedure.

Except as otherwise specified in other policies of the Board and the section below, complaints will be addressed as set forth in Board Policy 9130.

Parent Complaints Regarding Concerns with the Implementation of F.S. 1001.42 (8)(c) at Their Child's School

Any parent with a concern regarding the implementation of the provisions of F.S. 1001.42 (8)(c) at their child's school may file a written complaint with the school's Principal.

- A. **The written complaint can be provided in a format chosen by the parent.**
- B. **The written complaint must be delivered to the Principal of their child's school via hand delivery, U.S. Mail, or e-mail.**
- C. **Upon receipt of the written complaint, the Principal will review the concerns and communicate with those involved. The Principal, after reviewing the concerns and communicating with those involved, may meet with the parent (in-person or electronically) to try to resolve the complaint informally. This process must be complete within seven (7) calendar days of receipt of the parent's written complaint.**
- D. **If the parent notifies the Principal of their child's school that their written complaint remains unresolved, the Principal shall notify the Superintendent. The District must, within thirty (30) days after such notification from the parent, either resolve the complaint to the parent's satisfaction or provide a written statement of the reasons for not resolving the concern.**

If a concern is not resolved by the District, a parent may seek to pursue those remedies available under F.S. 1001.42 (8)(c)7.b.(I-II).

~~The Board or its employees will hear the complaints of the students of this District provided that such complaints are made according to procedures established by Board Policy 9130.~~

F.S. 1001.42

F.S. 1002.20

F.S. 1012.796

Legal

F.S. 1002.20

F.S. 1012.796

F.S. 1001.42

Last Modified by Jill Kolasa on September 22, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	COST PRINCIPLES - SPENDING FEDERAL FUNDS
Code	po6114 JMM04212022
Status	
Adopted	June 13, 2017
Last Revised	July 20, 2021

6114 - **COST PRINCIPLES - SPENDING FEDERAL FUNDS**

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives, and the specific terms and conditions of the grant award.

Cost Principles

Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

- A. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

To determine whether a cost is reasonable, consideration shall be given to:

1. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
2. the restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal and other laws and regulations;
3. market prices for comparable goods or services for the geographic area;
4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
5. whether the cost represents any significant deviation from the established practices or Board of Education policy which may unjustifiably increase the expense.

While Federal regulations do not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to whether:

1. the cost is needed for the proper and efficient performance of the grant program;
2. the cost is identified in the approved budget or application;

3. there is an educational benefit associated with the cost;
4. the cost aligns with identified needs based on results and findings from a needs assessment;
5. the cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received.

This standard is met if the cost:

1. is incurred specifically for the Federal award;
2. benefits both the Federal award and other work of the District and can be distributed in proportions that may be approximated using reasonable methods; and
3. is necessary to the overall operation of the District and is assignable to the Federal award in accordance with cost principles mentioned here.

B. Conform to any limitations or exclusions set forth in the cost principles in Part 200 or in the terms and conditions of the Federal award.

C. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the District, **including prohibitions regarding costs incurred for telecommunications and video surveillance services or equipment.**

D. Be accorded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a Federal award as an indirect cost under another award.

E. Be determined in accordance with generally accepted accounting principles.

F. Be representative of actual cost, net of all applicable credits or offsets.

The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the State relating to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

G. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.

H. Be adequately documented:

1. in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant funded programs to assure that only permissible personnel expenses are allocated;
2. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

I. Be incurred during the approved budget period.

The budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to carry out authorized work and expend the funds awarded, including any funds carried forward or other revisions pursuant to the law. Prior written approval from the Federal awarding agency or state pass-through entity may be required to carry forward unobligated balances to subsequent budget periods, unless waived.

Selected Items of Cost

The District shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District, and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those rules as well.

The following rules of allowability must apply to equipment and other capital expenditures:

- A. **Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity.**
- B. **Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity.**
- C. **Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity.**
- D. **All Federally-funded contracts in excess of \$2,000 related to construction, alteration, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.**
- E. **Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR 200.436 and 2 CFR 200.465.**
- F. **When approved as a direct cost by the Federal awarding agency or pass-through entity, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.**
- G. **If the District is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.**

Cost Compliance

The Superintendent shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs, but may not be double charged or inconsistently charged as both.

Determining Whether a Cost is Direct or Indirect:

- A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; program evaluation costs or other institutional service operations; and infrastructure costs directly attributable to the program (such as long distance telephone calls specific to the program, etc.).

- B. Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

1. Administrative or clerical services are integral to a project or activity.
2. Individuals involved can be specifically identified with the project or activity.
3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the Florida Department of Education (FLDOE) or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).

Timely Obligation of Funds

Financial obligations are orders placed for property and services, contracts and subawards made, and similar transactions that require payment.

The term "financial obligations" is used when referencing a recipient's or subrecipient's use of funds under a Federal award.

The following table illustrates when funds are determined to be obligated under the U.S. Department of Education regulations:

If the obligation is for:

- A. Acquisition of property - on the date which the District makes a binding written commitment to acquire the property.
- B. Personal services by an employee of the District - when the services are performed.
- C. Personal services by a contractor who is not an employee of the District - on the date which the District makes a binding written commitment to obtain the services.
- D. Performance of work other than personal services - on the date when the District makes a binding written commitment to obtain the work.
- E. Public utility services - when the District receives the services.
- F. Travel - when the travel is taken.
- G. Rental of property - when the District uses the property.
- H. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 C.F.R. Part 200, Subpart E - Cost Principles - on the first day of the project period.

Period of Performance

All financial obligations must occur during the period of performance. Period of performance means the total estimated time interval between the start of an initial Federal award when the District is permitted to carry out the work authorized by the grant and the planned end date. The period of performance may include one or more funded portions or budget periods. The period of performance is dictated by statute and will be indicated in the grant award notification ("GAN"). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period for carryover. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, financial obligations under a grant may not be made until the application is approved or is in substantially approvable form, whichever is later. In the case of a direct grant, a grantee may use grant funds only for obligations it makes during the grant period, unless an agreement exists with the awarding agency or the pass-through entity (e.g., FLDOE) to reimburse for pre-approval expenses.

For both State-administered and direct grants, regardless of the period of availability, the District shall liquidate all financial obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consequently, the District shall closely monitor grant spending throughout the grant cycle.

Revised 2/23/21

Revised 7/20/21

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Legal

- 2 C.F.R. 200.344(b)
- 2 C.F.R. 200.403
- 2 C.F.R. 200.404
- 2 C.F.R. 200.405
- 2 C.F.R. 200.406
- 2 C.F.R. 200.413(a)-(c)
- 2 C.F.R. 200.430(a)
- 2 C.F.R. 200.431(a)
- 2 C.F.R. 200.458
- 34 C.F.R. 75.703
- 34 C.F.R. 76.707
- 34 C.F.R. 76.708(a)

Last Modified by Maria Cain on September 28, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	DISTRICT BUDGET
Code	po6233 ks09152022
Status	
Adopted	June 13, 2017
Last Revised	February 23, 2021

6233 - **DISTRICT BUDGET**

A. Preparation

The budget shall be prepared and administered in accordance with Florida statutes and in accordance with Policy 6220.

B. Implementation of Budget

Implementation of the official District budget shall give appropriations and reserves therein the force and effect of fixed appropriations and reserves, and the same shall not be altered, amended, or exceeded except as authorized.

The School Board shall monitor the budget on a monthly basis.

Expenditures may exceed the amount budgeted by function or object provided the School Board complies with s. 1011.09(4) and approves the expenditure by amending the budget at the next scheduled public meeting. The district school board must provide a full explanation of any amendments at the public meeting.

Pursuant to State law, if the Board finds and declares in a resolution adopted at a regular meeting of the Board that the funds received for any of the following categorical appropriations are urgently needed to maintain Board specified academic classroom instruction or improve school safety, the Board may consider and approve an amendment to the School District operating budget transferring the identified amount of the categorical funds to the appropriate account for expenditure:

1. funds for student transportation;
2. ~~funds for research-based reading instruction, but only if the required additional hour of instruction beyond the normal school day for each day of the entire school year has been provided for the students in each low-performing elementary school in the District pursuant to F.S. 1011.62(9, a);~~
3. funds for instructional materials; if all instructional material purchases necessary to provide updated materials that are aligned with applicable state standards and course descriptions and that meet statutory requirements of content and learning have been completed for that fiscal year, but no sooner than March 1st;

Funds available after March 1st may be used to purchase computers and device hardware for student instruction that comply with the requirements of F.S. 1001.20(4)(a)1.b.

~~Such a transfer can only be recommended by the Superintendent and approved by the Board if all instructional materials necessary to provide update materials aligned with applicable state standards and course descriptions and that meet statutory requirements of content and learning have been completed for that fiscal year, and such a transfer is recommended by the Superintendent and approved by the Board no sooner than March 1st of the fiscal year. Pursuant to State law, funds for instructional materials~~

~~available after March 1st may be used to purchase hardware for student instruction.~~

4. funds for the guaranteed allocation related to exceptional education students as provided in F.S. 1011.62(1, e)2;
5. funds for the supplemental academic instruction allocation as provided in F.S. 1011.62(1, f);
6. ~~funds for the Florida digital classrooms allocation as provided in F.S. 1011.62(12);~~
7. funds for the Federally connected student supplement as provided in F.S. 1011.62(~~1013~~); and
8. funds for the class size reduction as provided in F.S. 1001.685.

C. General Fund Ending Fund Balance

The Constitution of the State of Florida requires that the District operate under a balanced budget. The Board understands that there may be unforeseen circumstances that can result in increases or decreases in revenue and/or expenditures. These circumstances would thereby impact the financial stability of the District.

As required by Florida statute, the Board shall maintain a General Fund ending fund balance not classified as restricted, committed, or nonspendable in the District's approved operating budget that is sufficient to address normal contingencies.

1. To maintain the District's financial stability, it is essential to maintain an adequate operating fund balance to foster positive business relationships with bond rating agencies, investors, and financial institutions; for potential revenue shortfalls; emergencies and unanticipated expenditures. Therefore the Board shall strive to maintain a fund balance in its operating funds that are not classified pursuant to Policy 6100 as restricted, committed, or non-spendable equal to five percent (5%) of the District's projected annual general fund revenues for each fiscal year.
2. Any time the portion of the General Fund's ending fund balance not classified as restricted, committed, or nonspendable in the District's approved operating budget is projected to fall below three percent (3%) of projected General Fund revenues during the current fiscal year, the Superintendent shall develop and submit to the Board for approval a plan to restore the ending fund balance to three percent (3%) of projected General Fund revenues.
3. The Superintendent shall provide written notification to the Board and the Commission or Education any time the portion of the General Fund's ending fund balance not classified as restricted, committed, or nonspendable in the District's approved operating budget is projected to fall below three percent (3%) of projected General Fund revenues during the current fiscal year.

The Superintendent shall submit to the Board for approval a plan to avoid a financial emergency as determined pursuant to F.S. 218.503.

If such a financial condition exists for two (2) consecutive fiscal years, the Superintendent will reduce the District's administrative expenditures reported pursuant to F.S. 1010.215 in proportion to the reduction in the general fund's ending balance or the reduction in student enrollment, whichever is greater, as part of the plan submitted to the Board to avoid a financial emergency as determined pursuant to F.S. 218.503.

Revised 2/5/19
Revised 8/27/19
Revised 2/11/20
Revised 2/23/21

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Legal	F.S. 1001.42
	F.S. 1001.43
	F.S. 1011.01
	F.S. 1011.035
	F.S. 1011.051
	F.S. 1011.62

Last Modified by Kendra Sittig on September 15, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	PURCHASING AND CONTRACTING FOR COMMODITIES AND CONTRACTUAL SERVICES
Code	po6320 ndm 09/21/2022
Status	
Adopted	June 13, 2017
Last Revised	July 20, 2021

6320 - **PURCHASING AND CONTRACTING FOR COMMODITIES AND CONTRACTUAL SERVICES**

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

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

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

Scope

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

- A. employment contracts;
- B. acquisition of architectural, engineering, landscape architectural, construction management at risk, registered surveying and mapping, or other services pursuant to Policy 6330 - Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Land Surveying Services;
- C. acquisition of auditing services pursuant to F.S. 218.391;
- D. acquisition of professional consultant services, including but not limited to services of lawyers, accountants, financial consultants, and other business or operational consultants
- E. contracts which are exempted, in whole or in part, from this policy's requirements, as set forth below;
- F. proposals and agreements for public-private partnerships with private entities for qualifying projects pursuant to F.S. 287.057(12).

Definitions

- A. "Competitive solicitation" means purchasing made through the issuance of an invitation to bid, request for proposals and invitation to negotiate. Competitive solicitations are not required for purchases made through the pool purchase provisions of F.S. 1006.27.
- B. "Invitation to bid" means a written or electronic solicitation for competitive sealed bids. The invitation to bid is used when the Board is capable of specifically defining the scope of work for which a contractual service is required or when the Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.

- C. "Invitation to negotiate" means a written or electronically posted solicitation for competitive sealed replies to select one (1) or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the Board determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.
- D. "Proposer" means those vendors submitting bids or responses to a competitive solicitation.
- E. "Request for proposals" means a written or electronically posted solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the Board to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the Board is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.
- F. "Superintendent" means the "Superintendent or designee".
- G. "Request for Quotations" means an informal process to solicit three (3) or more price quotes on commodities or contractual services with standard specifications and valued under the threshold requiring formal competitive solicitations. Quotations may be obtained verbally or via facsimile or e-mail.

Standards and Specifications

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

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

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

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

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

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

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

A. Bid Solicitation

The Superintendent is authorized to issue invitations for bids.

B. Bid Publication

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

All advertisements and public notices published on a website as provided in F.S. Chapter 50 must be in a searchable form and indicate the date on which the advertisement or public notice first appeared on the website.

A. Bid Opening

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

B. Bid Rejection

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

C. Bid Award

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

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

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

1. the experience (type of product or service being purchased, etc.) of the bidder;
2. the financial condition;
3. the conduct and performance on previous contracts (with the District or other agencies);
4. the bidder's facilities;
5. the ability to execute the contract properly.

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

Identical/Tie Low Bids

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

- A. Has a physical business location within the District for at least six (6) months immediately prior to issuance of the competitive solicitation.
- B. Provides customer access at the business location.
- C. Holds any required business license through a jurisdiction in the District.
- D. Employs one (1) full-time or two (2) part-time employees in the District, or if the business has no employees, is at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the District.

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

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

- A. drug-free workplace program in accordance with Florida law
- B. minority business enterprise (MBE) certified by the State of Florida Office of Supplier Diversity
- C. veteran business enterprise, certified by the State of Florida Department of Management Services

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

Exception to Competitive Bidding Requirements

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

- A. In lieu of requesting competitive solicitations from three (3) or more sources, the Board may make purchases at or below the unit prices in contracts awarded by other Federal, State, city or county governmental agencies, other school boards, community colleges, or State university system cooperative bid agreements when the proposer awarded a contract by another entity will permit purchases by the Board at the same terms, conditions, and unit prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the Board.
- B. The Superintendent is authorized to purchase commodities and contractual services where the total amount does not exceed \$50,000.00 and does not exceed the applicable appropriation in the budget.
- C. The Superintendent is authorized to purchase commodities and contractual services under the Department of Management Services State term contracts.
- D. Competitive solicitations are not required for pool purchases made as provided in F.S. 1006.27.
- E. The State Board has waived the requirement for requesting competitive solicitations from three (3) or more sources for purchases by the Board of:
 1. Professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to F.S. 218.391; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; provided nothing herein shall be deemed to authorize the superintendent to acquire professional consultant services without Board approval as required by Board Policy 6540;
 2. Educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;
 3. Commodities and contractual services when:
 - a. competitive solicitations have been requested in the manner prescribed by this policy; and
 - b. the Board has made a finding that no valid or acceptable firm proposal has been received within the prescribed time.

When such a finding has been officially made, the Board may enter into negotiations with suppliers of such commodities and contractual services and may execute contracts with such vendors under whatever terms and conditions as the Board determines to be in its best interests.
 4. Commodities and contractual services when fewer than two (2) responsive proposals are received. The Board may then negotiate on the best terms and conditions or decide to reject all proposals. The Board will document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the District in lieu of re-soliciting proposals.
- F. Information technology resources, whether by purchase, lease, lease with option to purchase, rental, or otherwise as defined in F.S. 282.0041(19), may be acquired by competitive solicitation or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the District as determined by the Board.
- G. Purchases of insurance, risk management programs, or contracting with third party administrators for insurance-related services may be through competitive solicitation or by direct negotiation and contract with a vendor or supplier.
- H. Purchase of milk is exempt from competitive bid requirements if:
 1. the Board has made a finding that no valid or acceptable firm bid has been received within the prescribed time; or
 2. the Board has made a finding that an emergency situation exists.

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

- I. The Board may dispense with requirements for a competitive solicitation for the emergency purchase of commodities or contractual services when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the District requires emergency action. After the Superintendent makes such a written

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

- J. Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When the Board believes that commodities or contractual services are available only from a single source, the Board will electronically post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description will include a request that prospective vendors provide information about their ability to supply the commodities or contractual services described. If it is determined in writing by the Board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Board shall provide notice of its intended decision to enter a single source contract in the manner specified in Policy 6326 - Bid Protests, and may negotiate on the best terms and conditions with the single source vendor.
- K. The Board may make purchases of construction project materials directly from vendors, on behalf of the awarded construction contractor/manager, to take advantage of the District's "sales tax" exempt status.
- L. A contract for commodities or contractual services may be awarded without competitive solicitations if State or Federal law, a grant or a State or Federal agency contract prescribes with whom the Board must contract or if the rate of payment is established during the appropriations process.
- M. A contract for regulated utilities or government franchised services may be awarded without competitive solicitations.

Contract

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

- A. keep and maintain public records that ordinarily and necessarily would be required by the Board in order to perform the service under the contract;
- B. provide the public with access to its public records on the same terms and conditions as the Board would provide the records, and at a cost that does not exceed the cost provided in Policy 8310 - Public Records;
- C. ensure that any of its public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;
- D. meet all requirements for retaining public record and, upon termination of the contract, transfer to the Board, at no cost, all public records in its possession and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Board in a format that is compatible with the Board's information technology systems;
- E. the contractor shall furnish a copy of any public records request or request for records in any way relating to the District, immediately upon receipt to the District's Director of Finance and Purchasing or designee.

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

Contracts shall be approved and executed as follows:

A. Superintendent/Designee Authority

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

B. Emergency Purchases

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

C. Board Approval

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

Purchase Order Approval

A. Bids/Exceptions

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

B. Contracts

Contracts shall be approved as follows:

1. Obtain approval by the Board attorney.
2. Principals have the authority to approve contracts for purchases involving the expenditure from internal account funds for one(1) year and not to exceed the bid limit as set forth by the School District.
3. The Superintendent has the authority to approve purchase contracts in an amount up to \$50,000.00.
4. Board approval shall be obtained for all purchase contracts in an amount of \$50,000.01 or more.

Consultant Agreements

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

Debarment

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

A. Cause of Debarment

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

1. a conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract
2. conviction under State or Federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a vendor
3. conviction under State or Federal anti-trust statutes arising out of submission of bids or proposals
4. violation of contract provisions, including:

- a. deliberate failure, without good cause, to perform in accordance with specifications or within the time limits provided in the contract(s); and
 - b. a recent record of failure to perform, or of unsatisfactory performance, in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment
5. refutation of an offer by failure to provide bonds, insurance or other required certificates within the time period as specified in bid/RFP response
 6. refusal to accept a purchase order, agreement, or contract, or to perform thereon, provided such order was issued timely and in conformance with the offer received
 7. presence of principals or corporate officers in the business of concern who were principals within another business at the time when the other business was suspended within the last three (3) years under the provisions of this section
 8. violation of the ethical standards set forth in State law
 9. providing or offering to provide anything of value, including, but not limited to, a gift, loan, reward, promise of future employment, favor or service to any employee to influence the award of a contract or purchase items from a contractor
 10. the existence of unresolved disputes between the contractor and the District arising out of or relating to prior contracts between the District and the contractor, work performed by the contractor, or services or products delivered
 11. any other cause the Director of Finance and Purchasing or designee determines to be so serious and compelling as to affect credibility as a District vendor, including debarment by another governmental entity for any cause listed in this policy

B. Notice of Recommended Decision

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

1. state the reason(s) for the action taken; and
2. inform the vendor of its right to petition the Board for reconsideration.

C. Right to Request a Hearing

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

D. Hearing Date

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

F.S. 50.0311

Revised 8/28/18
Revised 2/5/19
Revised 7/20/21

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Legal

F.S. 119.0701

F.S. 255.05

F.S. 255.0516

F.S. 255.0518

F.S. 282.0041

F.S. 287.056

F.S. 287.084

F.S. 287.087

F.S. 287.132

F.S. 287.133

F.S. 295.187

F.S. 1001.43

F.S. 1001.451

F.S. 1010.04

F.S. 1010.07(2)

F.S. 1010.48

F.A.C. 6A-1.012, Purchasing Policies

F.A.C. 5P-1.003, Responsibilities for the School Food Service Program

Last Modified by Maria Cain on September 28, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	EXPENDITURES
Code	po6480jmm09192022
Status	
Adopted	June 13, 2017

6480 - **EXPENDITURES**

Expenditures from District and all other funds available for the public school program shall be authorized by law and procedures prescribed by the School Board. Furthermore, pursuant to State law, the District, or any person acting on behalf of the District, may not expend or accept public funds ~~(that is, any funds under the jurisdiction or control of the District)~~ for communications sent to electors concerning an issue, referendum, or amendment, including any state question, that is subject to a vote of the electors. ~~a political advertisement or electioneering communication concerning an issue, referendum, or amendment, including State questions, that is subject to a vote of the electors.~~

This statutory prohibition does not apply to electioneering communications that are limited to factual information.

A. Accounts Payable

The payment of purchase orders, contracts, invoices, and utilities shall be made in accordance with the approved budget and pursuant to State statutes.

B. Payroll Procedures

1. No payment shall be made except to properly authorized and approved personnel and shall begin at the time employment is authorized.
2. Payments shall be based upon a Board-adopted salary schedule for each position.
3. Employees shall be paid in accordance with the established pay schedule.
4. Salary adjustments shall be paid on subsequent payroll periods. Persons terminating may be paid their full salary or wage balance following their termination. An extreme exception must be approved by the Superintendent or his/her designated representative in writing.
5. Principals and administrators or supervisors shall be responsible for submitting accurate payroll records in accordance with established time schedules and procedures.
6. Employees shall be paid by direct deposit.

C. Overtime Payment

1. Authorization to work overtime must be by prior approval of the Superintendent.
2. Overtime compensation shall be paid as approved by the Superintendent.

Legal

F.S. 1001.43

F.S. 1001.51

F.S. 1012.22

F.A.C. 6A-1.014

F.A.C. 6A-1.057

Last Modified by Maria Cain on September 28, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	INSTRUCTIONAL MATERIALS ALLOCATION
Code	po6661 GM 9/22/2023
Status	
Adopted	June 13, 2017

6661 - **INSTRUCTIONAL MATERIALS ALLOCATION**

Pursuant to State law, the School Board shall purchase current instructional materials so that each student has a textbook or other instructional materials as a major tool of instruction in core courses of the appropriate subject areas of mathematics, language arts, science, social studies, reading, and literature for grades K-12.

Such purchases shall be for instructional materials included on the State-adopted list, except as otherwise provided in State law, and shall be made within the first two (2) years of the adoption cycle.

Pursuant to State law, up to fifty percent (50%) of the annual allocation designated for the purchase of instructional materials for second through twelfth grades may be used to purchase instructional materials, including library and reference books and non-print material, not on the adopted list as well as to provide other teaching accessories and aids as are needed for the District's educational program. Furthermore, also pursuant to State law, the District may use 100% of that portion of the annual allocation designated for the purchase of instructional materials for kindergarten, and seventy-five percent (75%) of that portion of the annual allocation designated for the purchase of instructional materials for first grade, to purchase materials not on the State-adopted list.

Furthermore, if, after March 1st, the Superintendent recommends and the Board adopts a resolution certifying that all instructional material purchases necessary to provide updated materials to align to the **State academic standards**~~Florida Standards~~ and benchmarks have been completed for the fiscal year, the Superintendent may recommend and the Board may approve a budget amendment so that a specified amount of the balance of the instructional materials allocation may be used to purchase hardware for student instruction.

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Legal	F.S. 1006.28
	F.S. 1006.40
	F.S. 1011.62(6)

Last Modified by John Morris on September 22, 2022



Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	INTERLOCAL AGREEMENTS
Code	po8100 JWL 9/21/22
Status	

Revised Policy - Vol. 23, No. 1

8100 - INTERLOCAL AGREEMENTS

F.S. 187.201 provides that it is a goal of the State that Florida governments economically and efficiently provide the amount and quality of services required by the public. It is a policy of the State to encourage greater cooperation between, among, and within the levels of Florida government through the use of appropriate interlocal agreements and mutual participation for mutual benefit.

Local governments are permitted to make the most efficient use of their powers by cooperating with other localities on a basis of mutual advantage and thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

Local governments must accomplish analyses of problems and opportunities for existing schools and schools anticipated in the future; analyses of opportunities to collocate future schools with other public facilities, such as parks, libraries, and community centers; and analyses of the need for supporting public facilities for existing and future schools.

County and municipalities located within the geographic area of the School District shall enter into an interlocal agreement with the School Board which jointly establishes the specific ways in which the plans and processes of the Board and the local governments are to be coordinated.

An interlocal agreement may provide for one (1) or more parties to the agreement to administer or execute the agreement. The parties may provide for the mutual exchange of services without payment or any contribution other than services. The parties may also provide for the use or maintenance of facilities or equipment of another party on a cost-reimbursement basis.

School boards may enter into interlocal agreements for the transportation of students, for building rental, for maintenance and upkeep of school plants, for the use of school buses for public purposes, including, but not limited to providing for the needs of the transportation disadvantaged, and for other public purposes.

The interlocal agreement shall provide for reimbursement to the School District, in full or in part, the proportionate share of the fixed and operating costs incurred that are attributable to the use of buses or attributable to the maintenance or other activities conducted by the Board.

The public agency receiving services from the Board shall indemnify and hold harmless the Board from any and all liability by virtue of the use of buses pursuant to an interlocal agreement.

The District is prohibited from entering into any interlocal agreement that prohibits or limits the creation of a charter school. An interlocal agreement entered into by the District for the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools.

- F.S. 163.01
- F.S. 1002.3301**
- F.S. 1003.02
- F.S. 1006.261

Legal F.S. 163.01
 F.S. 1002.3301
 F.S. 1003.02
 F.S. 1006.261

Last Modified by Maria Cain on September 21, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	SAFE-SCHOOL OFFICERS
Code	po8407 jdr 09-23-22
Status	
Adopted	August 28, 2018
Last Revised	November 16, 2021

8407 - **SAFE-SCHOOL OFFICERS**

For the protection and safety of students, school personnel, visitors, and property, the District shall partner with local law enforcement agencies, security agencies, or guardian employees to establish or assign one or more safe-school officers at each school in the District..

A Safe-School officer shall be present, at a minimum, during the school day when the school facility is open for instruction as defined by the approved school calendar (See, Policy 8210 - *School Calendar*)

Definitions

“Safe-School officer” means a school resource officer, a school-safety officer, a school guardian, or a school security guard, as identified in F.S. 1006.12.

“School facility” means a public K-12 school, including a charter school, with a Master School Identification Number (MSID) number as provided under F.A.C. 6A-1.0016, with the following exceptions:

- A. Schools with separate MSID numbers that are located at the same physical location and are co-located with each other are a single school facility.
- B. Schools that are located at separate physical locations and are not co-located, but share one MSID number are separate school facilities.
- C. A school facility does not include:
 1. schools without a physical location for instruction of students, such as virtual schools, virtual instruction programs, virtual course offerings, franchises of the Florida Virtual School and virtual charter schools;
 2. settings where instruction is provided in a county jail or state prison, in a Department of Juvenile Justice facility or program, in a hospital, or while a student is homebound;
 3. schools that provide only prekindergarten or adult education;
 4. technical centers under F.S. 1004.91; and
 5. private schools, regardless of whether or not their students receive State scholarship funds under F.S. Chapter 1002.

Further, the Board will collaborate with charter school governing boards located in the District to facilitate access to all safe-school officer options available pursuant to Florida law. Options for safe school officers are presented below.

- **Training**

- **Safe-School officers must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training shall improve officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.**

- **Limitations**

- **An individual must satisfy background screening, psychological evaluation, and drug test requirements and be approved by the Hernando County Sheriff before participating in any training required by F.S. 30.15(1)(k) which may be conducted only by a sheriff.**

School Resource Officers

The School Board will enter into cooperative agreements with law enforcement agencies for the provision of school resource officers. School resource officers must be certified law enforcement officers as defined in F.S. 943.10(1) and employed by a law enforcement agency as defined in F.S. 943.10(4). School resource officers shall:

- A. undergo criminal background checks, drug testing, and a psychological evaluation; and
- B. abide by Board policies and consult with and coordinate activities through school principals; ~~and~~
- C. ~~complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. Such training must be designed to improve school resource officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.~~

School Guardians (The Coach Aaron Feis Guardian Program)

The School Board may utilize school guardians pursuant to The Coach Aaron Feis Guardian Program. The Superintendent shall be responsible for appointing school guardians serving the school district and charter school governing boards shall be responsible for appointing school guardians at charter schools. Prior to appointing school guardians, evidence must be provided from a Florida Sheriff demonstrating that potential school guardians have met all the requirements set forth in F.S. 30.15

School guardians do not have the power of arrest or the authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident. In support of school-sanctioned activities for purposes of F.S. 790.115, the following individuals may serve as a school guardian:

- A. a Charter School employee or personnel as defined under F.S. 1002.01 who volunteers to serve as a school guardian in addition to his/her official job duties; or
- B. a District or Charter School employee who is hired for the specific purpose of serving as a school guardian.

School Security Guards

Pursuant to F.S. 1006.12, the School Board contracts with one (1) or more security agencies to provide appropriately licensed and trained security guards. All contracts with security agencies must ensure that any employee serving in the role of safe school officer hold guardianship certification as authorized by a Florida Sheriff. The security agency must, among other things, maintain records related to training, inspection, and firearm qualification.

All security guards serving in the capacity of a safe-school officer pursuant to this policy and Florida law are in support of school-sanctioned activities for purposes of F.S. 790.115 and must aid in the prevention or abatement of active assailant incidents on school premises.

The Superintendent, in consultation with the School Safety Specialist, is responsible for developing procedures relating to the assignment of Safe-School officers outside of the regular school day, including during, before, and after school, summer school, during extra-curricular activities, and for school-sponsored events. In developing the procedures, the Superintendent must consider factors such as the number of persons present, the ratio of staff members to students, and other safety measures available.

Notification of Incidents Involving Safe-School Officer Discipline, Dismissal or Discharge of a Firearm

- A. Discharge of a Weapon

"Discharge" means to fire a gun or firearm.

The Superintendent must notice the Office of Safe Schools when a Safe-School officer assigned to any school facility in the District discharges a firearm in the exercise of Safe-School officer duties, other than for training purposes, as provided in F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the incident by submitting Form SSON-2021 to SafeSchools@fldoe.org.

The Superintendent is also responsible for notifying the Hernando County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer discharges their firearm in the exercise of their duties other than for training purposes.

B. Dismissal or Discipline

“Dismissal” means a Safe-School officer is permanently relieved of their position. Dismissal or termination is involuntary and initiated by the employer, including firings or other discharges for cause. “Discipline” means a Safe-School officer received a behavior-related official reprimand.

The Superintendent must notify the Office of Safe Schools when a Safe-School officer assigned to a school facility in the District has been disciplined for misconduct or has been dismissed from their duties as a Safe-School officer by their employer, including in cases where the officer is reassigned or moved to another school location, whether by a school district, charter school, law enforcement agency, or private security company, as provided F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the dismissal or disciplinary action by submitting Form SSON-2021 to SafeSchools@fldoe.org.

C. The Superintendent must notify the Office of Safe Schools when there is an allegation of misconduct that results in a Safe-School officer being placed on administrative leave or reassigned pending completion of an investigation using the procedure set forth in F.A.C. 6A-1.0018 (18)(b)1. Within fifteen (15) days of completion of the investigation, updated information regarding the result of the investigation must be provided to the Office of Safe Schools.

The Superintendent is also responsible for notifying the Hernando County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer is dismissed for misconduct or disciplined.

D. The Superintendent shall adopt and implement procedures to verify that charter schools, law enforcement agencies, and private security firms employing or contracting with Safe-School officers timely report discipline and dismissal of Safe-School officers and any discharge of an officer’s weapon outside of training activities, so that the District can meet the reporting requirements under Florida law.

With respect to matters relating to employment, school resource officers shall be responsible to their law enforcement agency, subject to agreements between the Board and law enforcement agency. Activities conducted by school resource officers which are part of the regular instructional program of schools shall be under the direction of school principals.

The powers and duties of law enforcement officers shall continue throughout school resource officers' tenure.

With respect to matters relating to safe school officers who are employees of security agencies, school security guards shall be responsible to their security agency subject to an agreement between the Board or the charter school governing board and the security agency.

Revised 8/27/19
Revised 11/16/21

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Legal F.S. 30.15
 F.S. 1006.12

Last Modified by Maria Cain on September 28, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	EMERGENCY AND CRISIS MANAGEMENT
Code	po8415 lb10.4.22
Status	
Adopted	June 13, 2017

8415 - **EMERGENCY AND CRISIS MANAGEMENT**

The School Board recognizes that the use of its facilities and transportation services can be invaluable to this community in a crisis or emergency. Therefore, in the event of a local or State emergency and upon the request of the local emergency management agency, the District shall participate in the emergency management effort by providing its facilities for use as emergency congregate shelters and by providing personnel necessary to staff them. Additionally, if needed, the District shall coordinate the use of its vehicles and transportation personnel with the local emergency management agency to facilitate an emergency evacuation or for other related purposes.

The Board authorizes the Superintendent to establish a crisis management team whose members shall be trained in various emergency procedures.

If a life-threatening emergency is anticipated in or near the District, crisis management team members, as well as the principals and other designated personnel of schools serving as emergency congregate shelters, shall make themselves available as needed. Unless otherwise designated, the principal of each school serving as a congregate shelter shall be the "shelter manager" and shall be responsible for all aspects of the operation of the emergency congregate shelter.

The Board recognizes that exempt and nonexempt employees who serve on the crisis management team, ~~and~~ who staff the congregate shelters, **and who provide additional services** during a declared emergency will be providing services that exceed their contractual obligations by working on days and at times when other District employees are not required to be on duty. In addition to receiving their regular pay in accordance with the Board-adopted salary schedule for their position, the Board shall pay **hourly additional pay supplements** to those employees who perform duties in direct support of the District's congregate sheltering operations on days when other District employees are not required to be on duty in accordance with the schedule for such emergency service that is adopted by the Board. Nonexempt staff members who receive such **pay supplements** shall also receive one and one-half (1 1/2) times the established rate in the Board-approved schedule for such emergency service for hours worked beyond forty (40) hours in a seven (7) day period. In any case, the pay received shall be considered extra compensation and shall not be part of the employee's base salary prospectively. **Any employee unwilling to report to work or unwilling to work remotely when requested to do so in support of a declared emergency will not be paid during the emergency closure period. The Superintendent will establish procedures in support of this policy.**

Following the use of District facilities as congregate shelters, the Superintendent shall calculate the amount spent during the period the facilities were used for congregate shelters that is above and beyond the usual and customary expenses to operate the facilities during that time period for the following:

- A. utilities (e.g., power, water, and telephone),
- B. generator usage (rental costs and/or fuel required),
- C. shelter safety and security,
- D. costs related to use of buses and other vehicles, excluding operator costs, and

E. costs related to cleanup and damages to shelters by shelter residents.

The Superintendent is authorized to submit the itemized total expended by the District for extra compensation for exempt and nonexempt staff, as well as the additional amount expended for the operation of the District facilities used as congregate shelters, to the Federal Emergency Management Agency (FEMA) for reimbursement. The Board shall be informed of the amount of reimbursement requested from FEMA at the next regularly-scheduled Board meeting.

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Legal	F.S. 252.38
	F.S. 252.385
	F.S. 1001.41
	F.S. 1001.42
	F.S. 1001.43
	F.S. 1006.07
	F.S. 1013.10
	F.S. 1013.372

Last Modified by Lisa Becker on October 6, 2022



Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	EMERGENCY MANAGEMENT, EMERGENCY PREPAREDNESS, AND EMERGENCY RESPONSE AGENCIES
Code	po8420jdr 09-23-2022
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Adopted	June 13, 2017
Last Revised	March 8, 2022

8420 - EMERGENCY MANAGEMENT, EMERGENCY PREPAREDNESS, AND EMERGENCY RESPONSE AGENCIES

Emergency Management and Emergency Preparedness

The School Board recognizes that its responsibility for the safety of students and staff requires that it formulate and prescribe in consultation with appropriate public safety agencies emergency management and emergency preparedness procedures for all public schools in the District, including emergency notification procedures for life-threatening emergencies, including, but not limited to, fires; natural disasters; bomb threats; weapon-use, hostage and active shooter situations; hazardous materials or toxic chemical spills; weather emergencies, including hurricanes, tornadoes, and severe storms; and exposure as a result of a manmade emergency and that such emergencies are best met by preparedness and planning.

The active shooter situation training for each school must engage the participation of the School Safety Specialist, threat assessment team members, faculty, staff, and students.

Pursuant to Policy 8405 - *School Safety and Security*, the Superintendent (in conjunction with the School Safety Specialist) shall develop, and revise as necessary, a School Safety Plan to provide for the safety and welfare of the students and staff, as well as a system of emergency preparedness and accompanying procedures that provide for the following:

- A. a listing of the commonly used alarm system response for specific types of emergencies and verification by each school that drills have been provided as required by law, **State Board of Education rules** and fire protection codes;
- B. the health and safety of students and staff are safeguarded;
- C. students are helped to learn self-reliance and trained to respond sensibly to emergency situations;
- D. the system is supported by ongoing training that will include practical application and appropriate "drills" as required by F.S. 1006.07;
- E. evacuation drills should represent actual emergencies, including, but not limited to a firearm, natural disasters, and bomb threats;
- F. emergency egress and relocation drills (including, but not necessarily limited to, fire drills) in accordance with the requirements of the Florida Fire Prevention Code, the Fire Code (NFPA 1), and the Life Safety Code (NFPA 101); drills for active shooter and hostage situations **shall-must** be conducted in accordance with developmentally appropriate and age-appropriate procedures **as specified in State Board of Education rules-at least-as-often-as-other-emergency drills-as-defined-in-emergency-plans**; and
- G. **Law enforcement officers responsible for responding to the school in the event of an active assailant emergency, as determined necessary by the sheriff in coordination with the District's School Safety Specialist, must be physically present on campus and directly involved in the execution of active assailant drills. The District's**

School Safety Specialist must notify law enforcement officers at least twenty-four (24) hours before conducting an active assailant emergency drills at which such law enforcement officers are expected to attend.

H. floor plans of each school must be provided to all community emergency responders in support of evacuation procedures.

All threats to the safety of District facilities, students and staff shall be identified by appropriate personnel and responded to promptly in accordance with the plan for emergency preparedness. Any aspect of the emergency preparedness plan and/or procedures that are included in the School Safety Plan shall remain confidential and exempt from public records disclosure in accordance with State law.

The Superintendent, as part of the development of the emergency preparedness plan and procedures, shall establish a schedule to test the functionality and coverage capacity of all emergency communication systems and determine if adequate signal strength is available in all areas of school campuses.

Alyssa's Alert/Mobile Panic Alert System

In accordance with the requirements of F.S. 1006.07, the District shall implement a mobile panic alert system. The District will select a system under contract with FL DOE or procure a different system. The District will maintain current listings of mobile panic alert systems implemented by all public schools, including charter schools, within the District. Such list shall include the school name, address, and MSID number, and vendor or application implemented. The list will be provided to the Office of Safe Schools via-email by August 1, 2022, and will be updated within five (5) school days of a school opening or closing, or when any other change occurs that impacts the accuracy of District-provided information.

The District's mobile panic alert system will include mobile devices placed throughout each school campus. In determining the number and placement of devices needed to afford all staff members the ability to silently and easily activate a panic alert in the event of an on-campus emergency, the District will consider using a combination of fixed panic alert buttons, mobile and desktop applications, landline phone capabilities, and wearable panic alerts (such as on a lanyard).

The District's policies and procedures related to Alyssa's Alert/Mobile Panic Alert Systems will be developed in consultation with the County 911 authority and local emergency management office to ensure that the system integrates with local public safety answering point (PSAP) infrastructure to transmit calls and mobile activations.

List of Emergency Response Agencies

The primary emergency response agencies that are responsible for notifying the District for each type of emergency are as follows:

A. Fires:

Hernando County Sheriff's Office Dispatch Center

B. Natural Disasters:

Hernando County Emergency Management Office

C. Bomb Threats:

Hernando County Sheriff's Office Dispatch Center

D. Weapon-Use, Hostage, and Active Shooter Situations:

Hernando County Sheriff's Office Dispatch Center

E. Hazardous Materials or Toxic Chemical Spills:

Hernando County Sheriff's Office Dispatch Center

F. Weather Emergencies, Including Hurricanes, Tornadoes, and Severe Storms:

Hernando County Emergency Management Office

G. Exposure as a Result of a Manmade Emergency:

Hernando County Emergency Management Office

In accordance with notification procedures adopted by the Superintendent, timely notification will be provided to the parents/guardians of District students who are likely to be impacted by critical incidents, threats, unlawful acts and significant emergencies that occur on school grounds, while using school transportation, or during school-sponsored activities.

Individuals who have authority to enact emergency procedures such as fire alarm or active threat on campus include any and all employees of the District (i.e., District staff, principals and administrators, teachers, school-based and District support staff), and/or emergency first responders (e.g., law enforcement and fire rescue personnel).

The individual(s) responsible for contacting the primary emergency response agencies listed above are as follows:

- A. Director of Safe Schools;
- B. Fire Official/Plans Examiner;
- C. **Assistant Superintendent of Business Services and Operations**
- D. Principals and administrators;
- E. teachers and staff.

The information in this section shall be part of the School Safety and Security Plan, and, therefore, confidential.

Revised 8/27/19

Revised 3/8/22

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Legal Florida Fire Prevention Code (F.S. 633.202)
F.S. 1001.43
F.S. 1006.07
F.S. 1013.13
Fire Code (NFPA 1)
Life Safety Code (NFPA 101)
F.A.C. 6A-1.0018

Last Modified by Maria Cain on October 3, 2022

Book	Policy Manual
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Title	CRIMINAL BACKGROUND CHECKS FOR CONTRACTOR ACCESS
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Status	
Adopted	June 13, 2017

8475 - **CRIMINAL BACKGROUND CHECKS FOR CONTRACTOR ACCESS**

The safety of students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that all contractual personnel who are permitted access on school grounds when students are present, who have direct access to students, or who have access to or control of school funds must meet Level 2 screening requirements as described in State law.

For purposes of this policy a "contractor" shall mean any vendor, individual, or entity under contract with a school or with the School Board who receives remuneration for services performed for the District or a school, but who is not otherwise considered an employee of the District. The term also includes any employee of a contractor who performs services for the District or school under the contract, as well as any subcontractor and employees of that subcontractor. This policy applies to both instructional and non-instructional contractors.

All contractors shall be informed that they are subject to criminal background checks.

Further, every five (5) years following the initial entry into a contract with the Board or a school in a capacity described above, each person who is so employed as a vendor, individual, or employee of a contractor with the School District must meet Level 2 screening requirements.

Although the information contained in the reports received is confidential, pursuant to State law the District shall share information received as the result of the criminal background check with other school districts upon request from another district.

The information contained in the reports received is confidential. The District shall not share information received as the result of the criminal background check with other school districts.

A contractor who has a criminal history records check and meets the screening requirements set forth in State law shall be permitted to have access on school grounds when students are present, to have direct contact with students, and to have access to or control of school funds as required by the scope of their employment.

Exemptions for Non-Instructional Contractors

The following noninstructional contractors shall be exempt from the screening requirements set forth in State law:

- A. Non-instructional contractors who are under the direct supervision of a School District employee are exempt from the screening requirements set forth in State law. Pursuant to State law, "direct supervision" means that a School District employee or contractor, who has had a criminal history records check and has met the screening requirements, is physically present with a non-instructional contractor when the non-instructional contractor has access to a student and the access remains in the School District employee's or the qualified contractor's line of sight.

However, if a noninstructional contractor who was exempt because s/he is under the direct supervision of a District employee or a contractor who has met the criminal history records check screening requirements is no longer under direct supervision of that employee or contractor who has met the criminal history records check screening requirement, said non-instructional contractor shall not be permitted on school grounds when students are present until s/he meets the screening requirements set forth in State law or until such direct supervision can be assured.

- B. A non-instructional contractor who is required by law to undergo a Level 2 background screening pursuant to F.S. 435.04 for licensure, certification, employment, or other purposes and who submits evidence of meeting the following criteria:
 - 1. The contractor meets the screening standards in F.S. 435.04.
 - 2. The contractor's license or certificate is active and in good standing, if the contractor is a licensee or certificate holder.
 - 3. The contractor completed the criminal history check within five (5) years prior to seeking access to school grounds when students are present.
- C. A law enforcement officer, as defined in F.S. 943.10, who is assigned or dispatched to school grounds by his/her employer.
- D. An employee or medical director of an ambulance provider, licensed pursuant to Chapter 401 of State law, who is providing services within the scope of part III of Chapter 401 of State law on behalf of such ambulance provider.
- E. Non-instructional contractors who remain at a site where students are not permitted if the site is separated from the remainder of the school grounds by a single chain-link fence of six (6) feet in height.
- F. A non-instructional contractor who provides pickup or delivery services and those services involve brief visits on school grounds when students are present.

The District will not subject a contractor who meets the requirements set forth in State law to an additional criminal history check. Upon submission of evidence and verification by the School District, the District will accept the results of the criminal history check for the contractor.

A non-instructional contractor who is exempt under this policy from the screening requirements set forth in State law is subject to a search of his/her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under F.S. 943.043 and the National Sex Offender Public Registry maintained by the United States Department of Justice. The District will conduct the search required under this subsection without charge or fee to the contractor.

Additional Obligations

~~A contractor who is subject to a criminal history check under this policy shall inform the District if s/he has completed a criminal history check in another school district within the last five (5) years. The District will not charge the contractor a fee for verifying the results of his/her criminal history check.~~

~~If, for any reason, following entry into a contract in a capacity described in this policy, the fingerprints of a person who is so employed or under contract with the School District as a contractor are not retained by the Department of Law Enforcement under State law, the person must file a complete set of fingerprints with the Superintendent.~~

Disqualifying Offenses for Non-Instructional Contractors

A non-instructional contractor for whom a criminal history check is required under this policy may not have been convicted of any of the following offenses designated in the Florida statutes, any similar offense in another jurisdiction, or any similar offense committed in this State which has been redesignated from a former provision of the Florida statutes to one (1) of the following:

- A. Any offense listed in F.S. 943.0435(1)(~~h~~**a**)1. relating to the registration of an individual as a sexual offender.
- B. Any offense under F.S. 393.135 relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- C. Any offense under F.S. 394.4593 relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- D. Any offense under F.S. 775.30 relating to terrorism.
- E. Any offense under F.S. 782.04 relating to murder.
- F. Any offense under F.S. 787.01 relating to kidnapping.
- G. Any offense under Chapter 800 of State law relating to lewdness and indecent exposure.
- H. Any offense under F.S. 826.04 relating to incest.
- I. Any offense under F.S. 827.03 relating to child abuse, aggravated child abuse, or neglect of a child.

For purposes of this policy, "convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435. Additionally, "conviction of a similar offense" includes, but is not limited to, a conviction by a Federal or military tribunal, including court-martials conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any State of the United States or other jurisdiction. Further, a "sanction" includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a State prison, Federal prison, private correctional facility, or local detention facility.

Disqualifying Offenses for Instructional Contractors

An instructional contractor may not have been convicted of any of the offenses listed in F.S. 1012.315.

Duty to Inform

Under penalty of perjury, each person who is under contract in a capacity described in this policy must agree to inform his/her employer or the party with whom s/he is under contract within forty-eight (48) hours if convicted of any disqualifying offense while s/he is under contract in that capacity. A contractor who willfully fails to comply with this subsection commits a felony of the third degree, punishable as provided in F.S. 775.082 or 775.083. If the employer of a non-instructional contractor or the party to whom the non-instructional contractor is under contract knows the non-instructional contractor has been arrested for any of the disqualifying offenses listed above, and authorizes the non-instructional contractor to be present on school grounds when students are present, such employer or such party commits a felony of the third degree, punishable as provided in F.S. 775.082 or 775.083.

Failure to Meet **Screening Level 2** Requirements

If it is found that a person who is under contract in a capacity described in this policy does not meet the **screening Level 2** requirements, and/or has been convicted of any of the offenses listed above, the person shall be immediately suspended from working in the capacity of a contractor and having access to school grounds, and shall remain suspended until final resolution of any appeals and/or the conviction is set aside in any post conviction proceeding.

Sexual Predators

A contractor who is identified as a sexual predator or sexual offender in the registry search shall not be permitted on school grounds when students are present. Upon determining that a contractor shall not be permitted on school grounds because of his/her status as a sexual predator or sexual offender, the District will notify the vendor, individual, or entity under contract within three (3) business days.

Board's Duty to Notify Contractor of Denial of Access

If the District has reasonable cause to believe that grounds exist for the denial of a contractor's access to school grounds when students are present, it shall notify the contractor in writing, stating the specific record that indicates noncompliance with the standards set forth in this policy. It is the responsibility of the affected contractor to contest his/her denial. The only basis for contesting the denial is proof of mistaken identity or that an offense from another jurisdiction is not disqualifying under those offenses listed above.

Identification Badges

State law requires the Department of Education (DOE) to create a uniform, Statewide identification badge to be worn by contractors. This badge signifies that a contractor has met the statutory background screening requirements. The District must issue an identification badge to the contractor, which must bear a photograph of the contractor, if the contractor:

- A. is a resident and citizen of the United States or a permanent resident alien of the United States as determined by the United States Citizenship and Immigration Services;
- B. is eighteen (18) years of age or older; and
- C. meets the statutory background screening requirements pursuant to State law and this policy.

Non-instructional contractors under contract with the District will be issued a District non-instructional contractors badge at the beginning of each school year.

The uniform, Statewide identification badge will be recognized by the District and must be visible at all times that a contractor is on school grounds. The identification badge is valid for a period of five (5) years. A contractor who is arrested for any disqualifying offense is required to inform his/her employer or the party to whom s/he is under contract within forty-eight (48) hours. If a contractor provides such notification, the contractor must, within forty-eight (48) hours, return the identification badge to the school district that issued the badge.

State law requires the FLDOE to determine a uniform cost that a school district may charge a contractor for receipt of the identification badge, which must be borne by the recipient of the badge. These provisions do not apply to non-instructional contractors who are exempt from background screening requirements.

Penalty for Violation

A contractor who is present on school grounds in violation of this section commits a felony of the third degree, punishable as provided in F.S. 775.082 or 775.083.

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Legal	F.S. 775.082
	F.S. 775.083
	F.S. 1012.32
	F.S. 1012.465
	F.S. 1012.467
	F.S. 1012.468

Last Modified by Maria Cain on September 28, 2022

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Title	SCHOOL VISITORS
Code	po9150 jdr 9/23/22
Status	
Adopted	June 13, 2017
Last Revised	February 27, 2018

9150 - **SCHOOL VISITORS**

The School Board welcomes and encourages visits to school by parents, other adult residents of the community, and interested educators. But in order for the educational program to continue undisturbed when visitors are present and to prevent the intrusion of disruptive persons into the schools, it is necessary to invoke visitor controls.

The control of the school is vested in the Principal who has the ultimate responsibility for the administrative and supervision of all decisions and activities on the school campus. The Principal has the authority to prohibit the entry of any person to a school of this District or to expel any person when there is reason to believe the presence of such person would be detrimental to the good order of the school. If such an individual refuses to leave the school grounds or creates a disturbance, the Principal is authorized to request from the local law enforcement agency whatever assistance is required to remove the individual. The Principal also has the right to control the time of day, length of the visit, and to determine if the parent is to be accompanied.

Unauthorized presence on school premises is strictly prohibited. All visitors desiring access to school premises must first receive permission from the Principal, sign in and out at the school office, and wear a visitor's nametag while present on school premises. Persons desiring to meet with a teacher or student on school premises must arrange for an appointment through the Principal.

Except for animals in the classroom as regulated by Policy 8400, canines brought on the premises by law enforcement personnel for law enforcement purposes, or service animals required for use by a person with a disability, no other animals may be on school premises at any time **without express permission from the Principal.**

Parents and guardians desiring to visit their child during the school day on school premises must follow the procedures set forth above. Non-custodial parents may not remove the child from the school without the lawful consent of the custodial parent or guardian or legal authorization in the form of an order or judgment of a court of competent jurisdiction.

Observation of a teacher's class by a parent or guardian shall be allowed only after receiving the building principal's consent and providing a twenty-four (24) hour notice, unless the teacher to be observed agrees to less notice.

The Superintendent shall promulgate such administrative procedures as are necessary for the protection of students and employees of the District from disruption to the educational program or the efficient conduct of their assigned tasks.

Rules regarding entry of persons other than students, staff, and faculty upon school grounds or premises shall be posted conspicuously at or near the entrance to such grounds or premises if there are no formal entrances, and at the main entrance to each school building. In addition, the rules shall be posted in a central location in each school and made available to students, upon request.

Visitation by Board Members and Legislators

Individual Board members may visit a District school at any time. **member of the Legislature may visit any public school in the legislative district of the member.** Board members **and legislators** may not be required to give prior notice of the visit. Another Board member or District employee may not limit the duration or scope of the visit or direct a visiting Board member **or**

legislator to leave the premises. In keeping with Board bylaws, such Board member visits shall not be considered to be official unless designated as such by the Chairman.

~~The~~ Board member **and legislators** must sign in and sign out at the school's main office and wear his/her Board identification badge at all times while present on school premises. The Board member **or legislator** shall be visiting as an interested individual in a similar capacity to any parent or citizen of the community. These visits should not be considered to be inspections nor as supervisory in nature.

Pursuant to Bylaw 0172, if, during a visit to a school or program, a Board member observes a situation or condition which causes concern, s/he should discuss the situation first with the Principal as soon as convenient or appropriate.

Revised 2/27/18

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Last Modified by Maria Cain on September 28, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	VOLUNTEERS
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Adopted	June 13, 2017

9200 - **VOLUNTEERS**

The School Board recognizes that certain programs and activities can be enhanced through the use of volunteers who have particular knowledge or skills that will be helpful to members of the school staff who are responsible for the conduct of those programs and activities. A school volunteer is any non-compensated person who may be appointed by the Superintendent. School volunteers may include, but are not limited to, parents, senior citizens, students, and others who assist the teacher or other members of the school staff.

The Superintendent is responsible for recruiting community volunteers, reviewing their capabilities, and making appropriate placements. The Superintendent shall not be obligated to make use of volunteers whose abilities are not in accord with District needs. The Superintendent shall develop procedures in accord with this policy which must include, but not be limited to, requirement that each volunteer who may be expected to assume responsibility for the health, safety and welfare of students has a clear understanding of Florida law and District rules, policies and regulations relevant to the volunteer's responsibilities.

Application and Background Check

Prospective volunteers must complete an application and background check [in accordance with Florida law.](#)

[Volunteers must complete a background screening pursuant to F.S. 435.12.](#)

Volunteer applicants are subject to a background check against the Florida Department of Law Enforcement (FDLE) sexual predator/sex offender registry.

Volunteer applicants who will work with students in an unsupervised manner (out of sight or hearing of supervising staff) are required to pass a Level 2 criminal background screening [and screening pursuant to F.S. 435.12.](#)

All volunteer/chaperones on any school sponsored overnight trip must pass a Level 2 criminal background screening [and screening pursuant to F.S. 435.12.](#)

The Superintendent may require a Level 2 criminal background screening [pursuant to F.S. 435.12](#) for any other situation or activity deemed appropriate.

If a criminal records check is conducted, it will be at the volunteer's expense.

The volunteer application shall require that the applicant disclose if s/he has ever been convicted or had adjudication withheld in a criminal offense, other than a minor traffic violation, or if any criminal charges are pending. For purposes of this policy, "convicted" means there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. (F.S. 943.0435)

An applicant who is found through background screening to be included in the FDLE sexual offender/predator registry or who has been convicted of any crime involving moral turpitude, as defined by rule of the State Board of Education, or otherwise found ineligible for employment under F.S. 1012.315, shall not be approved as a volunteer in any position that requires direct contact with students.

The Manager of Safety and Security and the Principal at each school shall be responsible for approving or denying volunteers.

Duty to Report Known or Suspected Cases of Child Abuse, Abandonment, or Neglect

All volunteers must abide by Board Policy 8462 – Student Abuse, Abandonment, and Neglect and are required to review it during the application process.

Duties

Duties assigned to school volunteers shall be consistent with Florida law and State Board of Education rules. Volunteers must agree to abide by all Board policies and District guidelines while on duty as a volunteer, including signing, if appropriate, the District's Technology Access Agreement Forms. The Principal shall be responsible for assigning duties of school volunteers.

The Superintendent shall inform all volunteers who work or apply to work with children on a regular basis of the need to display appropriate behavior at all times.

Volunteers shall always be under the supervision of a teacher or other staff member, depending on assignment.

Each time a volunteer is assigned to assist a staff member whom the volunteer has not assisted before and each time a volunteer is assigned a type of duty which s/he has not satisfactorily performed in earlier assignments, the volunteer shall complete a period of supervised practice. During the period of supervised practice, the professional staff member whom the volunteer is assisting shall be available continuously to provide immediate assistance to the volunteer at any time s/he is working directly with students. The length of the supervised practice may vary, depending upon the capability and prior experience of the volunteer.

All volunteers must follow the rules and guidelines outlined in the volunteer handbook.

Volunteers shall not:

- A. establish instructional objectives.
- B. make decisions regarding the relevancy of certain activities or procedures to the attainment of instructional objectives.
- C. make decisions regarding the appropriateness of certain teaching materials for accomplishing instructional objectives.
- D. make judgments regarding the attainment of instructional objectives, unless these judgments are based upon clear and objective criteria (such as specific achievement standards on a true-false test).
- E. accept compensation from any third party or source, including, but not limited to booster, parent or other District support organizations, for the performance of his/her official duties as a volunteer on behalf of the Board.

Confidential Information

Volunteers shall maintain strict confidentiality of all school or classroom information to which they have access while performing their volunteer activities. Volunteers shall be allowed access to personally identifiable student information only with approval of the Principal and to the extent necessary to fulfill an assigned activity that would otherwise be performed by a District employee. Volunteers must have a legitimate educational interest in order to access student information.

Legal Protection

Pursuant to Florida law, a school volunteer who has been duly approved by the Superintendent shall incur no civil liability for any act or omission by the volunteer that results in personal injury or property damage if the volunteer was acting in good faith within the scope of the official duties performed under such volunteer service; the volunteer was acting as an ordinary reasonably prudent person would have acted under the same or similar circumstances; and the injury or damage was not caused by any wanton or willful misconduct on the part of the volunteer in the performance of their volunteer duties.

Removal of Volunteers

Volunteers are expected to conduct themselves in a professional manner. Volunteers who act unprofessionally, fail to abide by Florida law and/or Board policies, or otherwise act in a manner contrary to the expectations of an employee of this District may be removed as an approved volunteer by the Principal. Volunteers who fail to fulfill their duties may also be removed by the Principal.

Workers' Compensation Coverage

Volunteers will be covered by the District's workers' compensation insurance policy. All volunteers must sign in when arriving on school grounds and sign out when leaving school grounds. Failure to do so may result in a denial of workers' compensation insurance coverage.

Records

The Superintendent will require that accurate records be maintained of volunteer hours of service, duties and training.

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Legal	F.S. 435.04
	F.S. 768.1355
	F.S. 943.0435
	F.S. 1001.41
	F.S. 1001.42
	F.S. 1001.43(5)
	F.S. 1002.23
	F.S. 1012.01(5)
	F.S. 1012.27
	F.S. 1012.315
	F.A.C. 6A-10.083, Standards Relating to Gross Immorality and Acts of Moral Turpitude
	20 U.S.C. 1232g, Family Educational Rights and Privacy Act
	34 C.F.R. 99.31

Last Modified by Lisa Becker on October 4, 2022

Book	Policy Manual
Section	Revised Volume 23, No. 1
Title	CHARTER SCHOOLS
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9800 - CHARTER SCHOOLS

F.S.1002.33 empowers the School Board with oversight responsibility for all charter schools situated within Hernando County. The Board designates the Supervisor of School Choice, under the direction of the Superintendent, to receive and review all charter applications. The Superintendent shall recommend to the Board the approval or denial of each charter application and charter contract as required by State law. The Board shall have final authority, by majority vote, to approve or deny any application and charter contract.

Approved charter schools are public schools and shall receive goods and services from the Board as required by law and/or specified through a contract with the Board.

If approved, the initial charter shall be for a term of five (5) years, excluding two (2) planning years. The Board may renew charters under the conditions and for terms as set forth in State law.

In addition, a charter school that satisfied the requirements set forth in State law for designation as a high-performing charter school may receive a modification of its term to fifteen (15) years or a fifteen (15) year charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school.

The Board shall enter into a charter with a charter operator and the focus is on three (3) areas of charter school operation: academic accountability, fiscal management, and governance. The Board, as sponsor, shall perform the duties provided in F.S. 1002.33.

Student academic achievement for all students is the most important factor when determining whether to renew or terminate a charter. Additionally, the Board has the right to non-renew or terminate any charter if the Board finds that one (1) of the following grounds exists by clear and convincing evidence:

- A. fails to participate in the State's education accountability system created in F.S. 1008.31, or fails to meet the requirement for student performance as specified in the charter;
- B. fails to meet generally accepted standards of fiscal management **due to deteriorating financial conditions or financial emergencies determined pursuant to F.S. 1002.345; and/or ;**
- C. materially violates the law ~~;~~;
- D. ~~materially breaches the charter, as described in State law; and/or~~
- E. ~~for other good cause shown.~~

Application Procedure

Potential applicants should send letters notifying the Board of their intent to submit an application to open a public charter school not later than ~~December~~ July 1st. Such correspondence should be directed to the office of the Superintendent and the Supervisor ^{of}

School Choice. Failing to send the letter of intent will in no way negatively impact the application.

Final Charter School Application

The District will not refuse to receive an application submitted before February 1st but will not accept applications received later than February 1st. The District shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant.

In addition, the Florida Charter School Review Commission, as authorized under F.S. 1002.3301, may solicit and review applications for charter schools to be located in this District. Within three (3) calendar days after an applicant submits an application for a charter school to the Commission for a charter school to be located in this District, the applicant must also provide a copy of the application to the District by submitting it to Supervisor of .

Within thirty (30) calendar days after receiving a copy of the application, the District may provide input to the Commission on a form prescribed by the Florida Department of Education (FLDOE). If the Commission approves the application, the Board shall enter into a charter contract with the approved charter school applicant and serve as the charter school's sponsor in accordance with state law, rules, this policy, and District procedures.

~~In addition, the Florida Charter School Review Commission, as authorized under F.S. 1002.3301, may solicit and review applications for charter schools to be located in this District. Within three (3) calendar days after an applicant submits an application for a charter school to the Commission for a charter school to be located in this District, the applicant must also provide a copy of the application to the District by submitting it to the Supervisor of School Choice.~~

~~Within thirty (30) calendar days after receiving a copy of the application, the District may provide input to the Commission on a form prescribed by the Florida Department of Education (FLDOE). If the Commission approves the application, the Board shall enter into a charter contract with the approved charter school applicant and serve as the charter school's sponsor in accordance with state law, rules, this policy, and District procedures.~~

The following pertains to the submission of a final application:

- A. An individual, teachers, parents, a group of individuals, a municipality, or a legal entity organized under the laws of this State anticipating submission of an application are urged to contact the Supervisor of School Choice for assistance prior to completion of an application.
- B. Charter school applicants must participate in training provided by the **Florida Department of Education (FLDOE)** before filing an application unless they have participated in qualified training provided by the District.
- C. The Board and/or any of its designees shall not take unlawful reprisal against another Board employee because that employee is either directly or indirectly involved with a charter school application.
- D. Applicants must submit an application on the FLDOE's Standard Florida Charter School Application template and forms.
- E. The Board shall not charge any fees for processing or consideration of a final charter school application. The Board's approval of a charter shall not be predicated on the promise of any future payment of any kind.
- F. The applicant and Board may mutually agree, in writing, to extend the statutory timeline to consider the charter application. Such an agreement shall detail the extension date or timeframe.
- G. Charter schools shall not use or bear the name of an existing traditional public, charter, or private/parochial school in Hernando County.

Applications shall be submitted to:

The Supervisor of School Choice
919 N. Broad Street
Brooksville, Florida 34601

The Board shall review all applications using the evaluation instrument developed by the FLDOE.

Application Contents

A. State Application Form

Applications must be submitted using the Standard Charter School Application form developed and distributed by the FLDOE.

B. Statement of Assurances

Applicants are required to sign under the penalties of perjury the Statement of Assurances form contained within the Standard Charter School Application developed and distributed by the FLDOE, thereby attesting to the following:

1. The charter school will be nonsectarian in its programs, admission policies, employment practices, and operations.
2. The charter school will enroll any eligible student who submits a timely application unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
3. The charter school will adhere to the antidiscrimination provisions of F.S. 1000.05.
4. The charter school will adhere to all applicable provisions of State and Federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
5. The charter school will adhere to all applicable provisions of Federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
6. The charter school will participate in the Statewide assessment program created under F.S. 1008.22.
7. The charter school will comply with Florida statutes relating to public records and public meetings, including F.S. Chapter 119 and F.S. 286.011 which are applicable to applicants even prior to being granted a charter.
8. The charter school will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.
9. The charter school will provide for an annual financial audit in accordance with F.S. 218.39.

C. Draft Charter

The application must include a draft of the proposed charter and all forms required by the FLDOE. The information contained in the proposed charter must be in substantially the same format as the Florida Standard Charter Contract Form prescribed by the FLDOE.

D. Proposed Contracts for Services

Applicants anticipating a request for District services (i.e., transportation, payroll services, use of facilities, etc.) must include a proposed contract for each service desired.

Final Application Evaluation Process

- A. The District shall receive and review all final applications using an evaluation instrument developed by the FLDOE.
- B. The Board shall evaluate all timely applications as submitted. During the evaluation process, 1) applications cannot be amended and 2) missing documentation and unsolicited information will not be accepted or considered. However, as required by law, the Board shall allow the applicant, upon receipt of written notification, seven (7) calendar days to make technical or nonsubstantive corrections and clarifications, including, but not limited to corrections of grammatical, typographical, and like errors or to add missing signatures, if such errors are identified as cause to deny the final application.
- C. The Board shall deny any final application that does not comply with the statutory requirements and/or Board's instructions for charter school applications.
- D. Additional Information
 1. The Board may solicit information regarding 1) history and background of individual applicants and/or founding/governing boards and its individual members including, but not limited to, a demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or

those hired or retained to perform professional services; and 2) the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. A description of internal audit procedures and the establishment of controls to ensure that the financial resources are properly managed must be included. This information may be used to evaluate the applicant's ability to operate a charter school.

2. The Board may solicit additional information during the review and evaluation of the charter school application such as whether the applicant currently operates charter schools in Florida and if the proposed school will be a replication of an existing school design. This information may be used to evaluate the applicant's ability to operate a charter school.
3. The applicant may provide evidence of prior experience in establishing and operating public charter schools. Evidence of prior experience and success in establishing and operating charter schools shall be weighed in making a determination to recommend approval or denial of an application.

E. Charter Review Committee (CRC)

The purpose of this committee is to identify deficiencies in the written application and/or areas that require clarification to fully evaluate the quality of the application or the capacity of the group to properly implement the proposed plan.

The CRC shall be comprised of members of the Superintendent's cabinet or their appropriate designees and other District staff with expertise in each area of the application.

A majority of the entire membership constitutes a quorum for voting purposes. The chair shall be a non-voting member except in case of a tie vote.

Applicants shall be notified and given the opportunity to attend the review. The applicant will be encouraged to have at least one (1) governing board member present. The CRC may, at its sole discretion, evaluate the application without any additional input from the applicant if at least one (1) governing board member of the charter school is not available.

By majority vote, the CRC shall make a recommendation to the Superintendent to approve or deny each application.

All applications will be submitted to the Board by the Superintendent with a recommendation for approval or denial no later than ninety (90) calendar days after the application is received, unless the applicant and the Board mutually agree, in writing, to postpone the vote to a specific date, at which time the Board shall approve or deny the application.

An application submitted by a high-performing charter school that has satisfied the requirements set forth in State law for such designation or a high-performing charter school system as set forth in F.S. 1002.332 may be denied by the Board only if the Superintendent demonstrates by clear and convincing evidence that the application failed to meet one (1) or more of the criteria set forth in F.S. 1002.33(6)(b)(3)(b):

1. The application of a high-performing charter school does not materially comply with the requirements set forth in F.S. 1002.33(3)(a) or, for a high-performing charter school system, the application does not materially comply with F.S. 1002.332(2)(b).
2. The charter school proposed in the application does not materially comply with the requirements in F.S. 1002.33(9).
3. The proposed charter school's educational program does not substantially replicate that of the applicant's high-performing charter school.
4. The applicant has made a material misrepresentation or false statement or concealed an essential or material fact during the application process.
5. The proposed charter school's educational program and financial management practices do not materially comply with the requirements of F.S. 1002.33.

If the Board denies an application submitted by a high-performing charter school or a high-performing charter school system, the specific reasons, based upon the criteria set forth in F.S. 1002.33(3)(b), for the denial shall be provided in writing to the applicant and the FLDOE within ten (10) calendar days after such denial.

Appeal of a Decision to Deny a Final Application

Pursuant to State law, an applicant may, no later thirty (30) calendar days after receiving the Board's final order denying a final application or upon the Board's failure to act on a final application, appeal the Board's decision to the State Board of Education. The application shall notify the Board of the appeal.

Such appeals shall be conducted in accordance with F.S. 1002.33(6) and applicable State Board rules.

In accordance with State Board rule, the State Board of Education shall by majority vote accept or reject the decision of the Board no later than ninety (90) calendar days after the appeal is filed. The State Board of Education shall remand the application to the Board with its written decision that the Board approves or denies the application. The Board shall implement the decision of the State Board of Education. The decision of the State Board of Education is not subject to the provisions of the Administrative Procedure Act.

If the Board denies an application submitted by a high-performing charter school or a high-performing charter school system, the Board shall, within ten (10) calendar days after such denial, state in writing the specific reasons, based upon the criteria of F.S. 1002.33 supporting its denial of the final application and must provide the letter of denial and supporting documentation to the applicant and to the Department. The applicant may appeal the Board's denial of the final application in accordance with F.S. 1002.33. If a high-performing charter school or a high-performing charter school system appeals the denial of an application, the State Board of Education shall determine whether the sponsor's denial was in accordance with F.S. 1002.33(b)3.b.

The sponsor shall act upon the decision of the State Board of Education within thirty (30) calendar days after it is received. The State Board of Education's decision is a final action subject to judicial review in the district court of appeal. A prevailing party may file an action with the Division of Administrative Hearings to recover reasonable attorney fees and costs incurred during the denial of the application and any appeals.

Appeal of a Proposed Termination or Nonrenewal of a Charter

Before a vote on any proposed action to renew, terminate, other than an immediate termination under F.S. 1002.33(8)(c), or to not renew the charter and at At least ninety (90) days before **the end of the school year renewing, nonrenewing, or terminating a charter,** the Board shall notify the charter school's governing board in writing of its proposed action **to renew, terminate, or not renew the charter. A charter automatically renews with the same terms and conditions if notification does not occur at least ninety (90) days before the end of the school year.** The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the charter school's governing board may, within fourteen (14) calendar days after receiving the notice, request a hearing. The hearing shall be conducted by an administrative law judge assigned by the Florida Division of Administrative Hearings. The hearing shall be conducted within ninety (90) days after receipt of the request for a hearing and in accordance with F.S. Chapter 120. The administrative law judge's final order shall be submitted to the Board. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the administrative proceeding and any appeals.

The charter school's governing board may, within thirty (30) calendar days after receiving the Board's final order, appeal the decision pursuant to F.S. 120.68.

A charter may be terminated immediately if the Board sets forth in writing the particular facts and circumstances demonstrating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists, that the immediate and serious danger is likely to continue, and that an immediate termination of the charter is necessary. The Board's determination is subject to the procedures set forth in F.S. 1002.33(8)(b) and (c), except that the hearing may take place after the charter has been terminated. The Board shall notify in writing the charter school's governing board, the charter school principal, and FLDOE of the facts and circumstances supporting the immediate termination. The Board shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination, if applicable. Upon receiving written notice from the board, the charter school's governing board has ten (10) calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within sixty (60) days after the date of request. The administrative law judge shall award reasonable attorney fees and costs to the prevailing party of any injunction, administrative proceeding, or appeal. The sponsor may seek an injunction in the circuit court in which the charter school is located to enjoin continued operation of the charter school if continued operation would materially threaten the health, safety, or welfare of the students.

Charter School Obligations Upon Initial Notification of Nonrenewal, Closure, or Termination of a Charter

Upon initial notification of nonrenewal, closure, or termination of its charter, a charter school may not expend more than \$10,000 per expenditure without prior written approval from the District unless such expenditure was included within the annual budget submitted to the District pursuant to the charter contract, is for reasonable attorney fees and costs during the pendency of any appeal, or is for reasonable fees and costs to conduct an independent audit.

An independent audit shall be completed within thirty (30) days after notice of nonrenewal, closure, or termination to account for all public funds and assets.

A provision in a charter contract that contains an acceleration clause requiring the expenditure of funds based upon closure or upon notification of nonrenewal or termination is void and unenforceable.

A charter school may not enter into a contract with an employee that exceeds the term of the school's charter contract with the District.

A violation of this section triggers a reversion or clawback power by the District allowing for the collection of an amount equal to or less than the accelerated amount that exceeds normal expenditures. The reversion or clawback plus legal fees and costs shall be levied against the person or entity receiving the accelerated amount.

Charter Contract and Contract Negotiation Process

A standard charter contract shall be consistent with this policy and approved by the Contract Review Committee to be used as the basis for all charters approved under this policy. All contracts and contract amendments, as approved by the CRC, must be presented to the Board for approval. The charter contract must contain all information set forth in the Florida Standard Charter Contract Form prescribed by the FLDOE. The charter contract shall also include a provision requiring the charter school to be held responsible for all costs associated with, but not limited to, mediation, damages, and attorney fees incurred by the District in connection with complaints to the Office of Civil Rights or the Equal Employment Opportunity Commission.

A. Initial Charter Contract

1. Initial contract shall be for a term of four (4) or five (5) years unless a longer term is specifically required by law.
2. Before a recommendation regarding whether or not the Board should approve an initial contract, evidence of the following shall be provided:
 - a. Evidence of a proper legal structure (e.g., articles of incorporation, bylaws, municipal charter). The applicant shall be a not for profit organized pursuant to F.S. Chapter 617.
 - b. Except for virtual charter schools, actual locations and evidence that a facility has been secured for the term of the charter, or a deadline for submitting evidence that a facility has been secured. Evidence should include, but is not limited to:
 1. letter of intent from the landlord or mortgagee indicating property usage and term of occupancy;
 2. executed lease or certification of occupancy; and/or
 3. use or occupational license indicating proper use.

All facilities must meet the requirements set forth in F.S. 1002.33.

B. Charter Contract Negotiations

The Board shall have thirty (30) days after approval of an application to provide an initial proposed charter contract to the charter school. The applicant and the Board shall have forty (40) days thereafter to negotiate and notice the charter contract for final approval by the Board unless both parties agree to an extension. The proposed charter contract shall be provided to the charter school at least seven (7) calendar days prior to the date of the meeting at which the charter is scheduled to be voted upon by the Board. The Department of Education shall provide mediation services for any dispute regarding this section subsequent to the approval of a charter application and for any dispute relating to the approved charter, except disputes regarding charter school application denials. If the Commission of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Florida Division of Administrative Hearings. The administrative law judge has final order authority to rule on issues of equitable treatment of the charter school as a public school, whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute, or on any other matter regarding this section except a charter school application denial, a charter termination, or a charter nonrenewal and shall award the prevailing party reasonable attorney's fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the losing party.

C. Request to Extend Negotiations/School Opening

1. The applicant and Board may mutually agree to extend the statutory timeline to negotiate and consider approval of the charter contract for a period not to exceed one (1) year from the approved opening date in the charter school application. Requests shall be submitted, in writing, to Charter School Operations by an authorized agent of the charter school, detailing the reason for the requested extension.
2. In the event that the statutory timeline to negotiate and enter into a charter contract is extended, the applicant shall update its charter school application prior to resuming negotiations with regard to: (1) updated budget; and (2) applicable application revisions necessitated by the delay.

3. The application shall be automatically rescinded, without further action by the Board, if the applicant does not enter into contract negotiations or open the school within: (1) the timeframe specified by law, or (2) the date of extension which has been mutually agreed upon in writing by both parties.
4. Upon approval of an application, the initial startup shall commence with the beginning of the Board's school calendar. A charter school may defer the opening of the school's operations for up to **three (3) two (-2)** years to provide time for adequate facility planning. The charter school must provide written notice of such intent to the Board and the parents of enrolled students at least thirty (30) calendar days before the first day of school. In the event that the opening of the approved applicant's charter school is deferred, the applicant shall update its charter school application prior to the opening of the charter school with regard to: (1) updated budget; and (2) applicable application revisions.
5. An approved contract shall be automatically revoked, without further action by the Board, if the applicant does not open the school:
 - a. on the first day of school of the initial school year indicated in the contract; or
 - b. on the first day of the school year indicated in the approved deferral.

D. Charter Contract Amendments/Modifications

1. A charter may be modified during its ~~initial term or any renewal~~ term upon the recommendation of the Board or the charter school's governing board and the approval of both parties to the agreement. All modifications must be mutual and in writing. Unilateral modification made by the charter school is grounds for termination or non-renewal. Modification during any term may include, but is not limited to, consolidation of multiple charters into a single charter if the charters are operated under the same governing board, regardless of the renewal cycle. A charter school that is not subject to a school improvement plan and that closes as part of a consolidation shall be reported by the District as a consolidation. **A request for consolidation of multiple charters must be approved or denied within sixty (60) days after the submission of the request. If the request is denied, the Board shall notify the charter school's governing board of the denial and provide the specific reasons, in reasonable detail, for the denial of the request for consolidation within ten (10) days.**
2. Modifications may be considered by the Board for a number of reasons, which may include, but is not limited to, protect the health, safety, or welfare of the students.
3. All contract amendment requests shall be submitted in writing to Charter School Operations by an authorized agent of the charter school. Additional information or documentation may be requested for consideration of any amendment requests.
4. The charter school shall provide evidence of governing board approval for all proposed amendments (e.g., governing board resolution, governing board meeting minutes).
5. Requirements for Amendment Requests

a. Education Program Amendments

Significant changes in the curriculum or changes in grade levels constitute a change in the educational program and shall require an amendment that is mutually acceptable and approved by both parties. Requests for such amendments shall include the following information and supporting documentation:

1. justification for change
2. effective date of the change
3. evidence that financial implications, feasibility, and student access issues have been addressed, including provisions for all required resources, staff, and materials
4. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall notify the Board of any increase in enrollment by March 1st of the school year preceding the increase. The written notice shall specify the grade levels that will be added. Student enrollment may not exceed the capacity of the facility at the time the enrollment increase will take effect. Facility capacity for purposes of grade level expansion shall include any improvements to an existing facility in which a majority of the students of the high-performing charter school will enroll. If a charter school notifies the District of its intent to expand, the District shall modify the charter within ninety (90) days to include the new enrollment maximum and may not

make any other changes. The District may deny a request to increase the enrollment of a high-performing charter school if the Commissioner of Education has declassified the charter school as high-performing. If a high-performing charter school requests to consolidate multiple charters, the District shall have forty (40) days after receipt of that request to provide an initial draft charter to the charter school. The District and charter school shall have fifty (50) days thereafter to negotiate and notice the charter contract for final approval by the District.

b. Location Amendments

1. Changes in locations or addition of location (i.e., relocation, secondary campus, satellite locations) shall include the following information and supporting documentation:
 - a. description of location, including identification as permanent or temporary

If the relocation will be temporary, the request shall include the period of time during which the school will be at the temporary location.
 - b. effective date of the relocation
 - c. evidence that financial implications, feasibility, and student access issues have been addressed
 - d. evidence of parental support for the new facility
 - e. evidence of the school's property interest in the facility (owner or lessee)
 - f. a disclosure affidavit in accordance with F.S. 286.23, if the school leases the facility
2. Nothing in this policy or State law obligates the Board to agree to an increase the number of facilities, campuses, and/or locations associated with a charter school's operations.
3. The charter school shall not change or add facilities or locations at any time during the term of the charter contract without prior approval of the Board through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this contract and good cause for termination.
4. If the request for a location amendment involves a facility in which other schools are operating, the names of the school(s), the grade levels, number of classrooms, number of students in each class, and the number of students enrolled in each school shall be included in the request, in addition to the information and documentation described in paragraphs a and b above.
5. No later than thirty (30) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. A certificate of occupancy or a temporary certificate of occupancy must be provided to the Board no later than fifteen (15) calendar days before the first day of school.

c. Enrollment Capacity Amendments

Changes to enrollment capacity shall include the following information and supporting documentation:

1. justification for change
2. effective date of the change
3. evidence of proper facility approvals and/or allowable facility capacity
4. evidence that financial implications, feasibility, and student access issues have been addressed
5. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall be required to notify the Board in writing by March 1st of its intent to increase enrollment the following school year. The written notice shall specify the amount of the enrollment increase. The District shall not require a charter school to identify the names of students to be enrolled or to enroll those students before the start of the school year as a condition of approval or renewal of a charter.

6. When a contract is amended or renewed, it shall be updated to comply with this policy and the current standard charter contract or standard virtual charter contract.

Controlled Open Enrollment

If a charter school in the District chooses to offer controlled open enrollment, the charter school shall comply with all Florida controlled open enrollment laws (F.S. 1002.31).

Pre-Opening Requirements

No later than thirty (30) days prior to the initial use of the facility by the school, the school shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. Failure to comply may result in automatic rescission of the contract, with no further action by the Board. A certificate of occupancy or a temporary certificate of occupancy must be provided to the Board no later than fifteen (15) calendar days before the first day of school.

School Governance/Management

- A. Charter schools shall organize or be operated by a not for profit organized pursuant to F.S. Chapter 617, a municipality, or another public entity, as provided by law.

B. Charter School's Governing Board Requirements

1. The charter school's governing board shall be solely responsible for the operation of the charter school which includes, but is not limited to, school operational policies; academic accountability; and financial accountability.

As required by State law, each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Furthermore, this representative must reside in the District in which the charter school is located. The individual serving as the parental involvement representative must reside in the District and may be a governing board member, charter school employee, or an individual with whom the charter school contracts to represent the board in this capacity. If the governing board oversees more than one charter school in the District, a representative to facilitate parental involvement shall be appointed for each school. The name and contact information for the representative must be provided in writing to parents of children enrolled in the charter school at least annually and must also be prominently posted on the charter school's website. Governing board members are not required to reside in the District if the charter school otherwise complies with the terms of this paragraph.

The charter school's governing board shall hold at least two (2) public meetings per school year in the District. The meetings must be noticed, open, and accessible to the public and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative to facilitate parental involvement and the principal or director or his/her equivalent must be physically present at each meeting. Members of the governing board or any member of a committee formed or designated by the governing board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under F.S. Chapter 120.

2. Governing board members must:

- a. notify the Board of changes in membership within forty-eight (48) hours of change; and
- b. successfully fulfill a background check by the Board, as specified by law upon appointment to the governing board.

Costs of background screening shall not be borne by the Charter School.

3. Governing board members must develop and approve by-laws that govern the operations of the board and the charter school prior to execution of the charter contract and annually consult with charter school staff to refine overall policy decision-making of the charter school as it regarding curriculum, financial management, and internal controls.
4. Governing board members and their spouses are prohibited by State law from serving as an employee of the charter school or receive compensation, directly or indirectly, from the charter school's operations, including but not limited to: grant funds; lease/mortgage payments; or contracted service fees.
5. Governing board members must participate in FLDOE sponsored charter school governance training to ensure that each board member is aware of his/her duties and responsibilities, pursuant to State Board Rule F.A.C. 6A-6.0784:

- a. Each governing board member must complete a minimum of four (4) hours of instruction focusing on Government in the Sunshine, conflicts of interest, ethics, and financial responsibility as specified in F.S. 1002.33(9)(k). After the initial four (4) hour training, each member is required, within the subsequent three (3) years and for each three (3) year period after that to complete a two (2) hour refresher training on the four (4) topics above in order to retain his/her position on the charter school board. Any member who fails to obtain the two (2) hour refresher training within any three (3) year period must take the four (4) hours of instruction again in order to remain eligible as a charter school board member.
- b. New members joining a charter school board must complete the four (4) hour training with ninety (90) days of appointment to the board.

6. Dispute Procedures (Board versus Charter School Governing Board)

Application, nonrenewal, and termination decisions are not subject to this dispute resolution process and must follow the procedures in F.S. 1002.33, Board policy, and the charter contract. Nothing contained herein shall operate to limit a charter school's rights to utilize the dispute resolution procedures set forth in F.S. 1002.33.

- a. The Board and the charter school agree that the existence and the details of a dispute notwithstanding, both parties shall continue without delay their performance under the charter contract, except for any performance, which may be directly affected by such dispute.
- b. Either party shall notify the other party that a dispute exists between them. The notification shall be in writing and shall identify the article and section of the contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the Board and the charter school's director for further consideration and discussion to attempt to resolve the dispute.
- c. Should the representatives named in paragraph b above be unable to resolve the dispute within ten (10) days of receipt of written notification by one to the other of the existence of such dispute, then the matter may be submitted by either party to the Superintendent and to the school's governing board chair for further consideration and discussion to attempt to resolve the dispute.
- d. Should the parties still be unable to resolve their dispute within thirty (30) days of the date of receipt of written notification by one to the other of the existence of such dispute, then either party may proceed with utilizing the dispute resolution procedures set forth in F.S. 1002.33.

7. Conflict Resolution (Charter School versus Parents/Legal Guardians, Employees, and Vendors)

- a. All conflicts between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school or its governing board. The procedures for handling such conflicts must be set forth in the charter contract.
- b. Evidence of each parent's acknowledgment of the charter school's Parent Conflict Resolution Process shall be available for review upon request by the Board.
- c. All conflicts between the charter school and the employees of the charter school shall be handled by the charter school or its governing board.
- d. All conflicts between the charter school and vendors of the charter school shall be handled by the charter school or its governing board.
- e. The Board shall be provided with the name and contact information of the parties involved in the charter school's conflict resolution process. The Board shall be notified immediately of any change in the contact information.

C. Management Companies

1. If a management company or a combination of contracted professionals will be managing the charter school, the contract(s) between the charter school and company(ies) shall be submitted to the Board for review prior to the approval of the charter school's contract. If a decision to hire any of these entities occurs subsequent to the execution of the charter contract or amendment, the contract(s) between the charter school and company(ies) shall be submitted to the Board at least ten (10) days before any payment is made to any of the entities.
2. Any proposed amendments to the contract with the management company shall be submitted to the Board for approval prior to execution of that amended contract with the management company by the charter school. A copy of

all executed contracts must be provided to the Board within the timeframe provided by the charter contract.

3. All management company contracts with the charter school must make it clear that the charter governing body shall retain and exercise continuing oversight over all charter school operations and must contain provisions specifying the ability for the charter school to terminate the contract and must comply with terms as stated in the charter contract between the charter school and the Board. Any default or breach of the terms of the charter contract by the management company(ies) shall constitute a default or breach of the charter contract by the charter school.
4. Neither employees of the management company nor "relatives" of the management company's employees as defined in F.S. 1002.33 shall serve on the charter school's governing board or serve as officers of the charter school.

D. Voluntary Closure of Charter School

A charter may be terminated by a charter school's governing board through voluntary closure. The decision to cease operations must be determined at a public meeting. The governing board shall notify the parents and Board of the public meeting in writing before the public meeting. The governing board must notify the Board, parents of enrolled students, and FLDOE in writing within twenty-four (24) hours after the public meeting of its determination. The notice shall state the charter school's intent to continue operations or the reason for the closure and acknowledge that the governing board agrees to follow the procedures for dissolution and reversion of public funds pursuant to Florida law.

Employees of Charter Schools

A charter school shall employ or contract with employees who have undergone background screening as provided in F.S. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in F.S.1012.32 upon appointment to the governing board.

A charter school shall disqualify instructional personnel and school administrators, as defined in F.S. 1012.01, from employment in any position that requires direct contact with students if the personnel or administrators are ineligible for such employment under F.S.1012.315.

Charter school personnel may not appoint, employ, promote, or advance any relative, or advocate for appointment, employment, promotion, or advancement of any relative to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For purposes of this policy, the definition of relative shall be as it is defined in F.S. 1002.33(24)(a)(2).

Full disclosure of the identity of all relatives employed by the charter school shall be in accordance with F.S. 1002.33.

The governing board of a charter school shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators.

The policies must require all instructional personnel and school administrators, as defined in F.S. 1012.01, to complete training on the standards of ethical conduct; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under F.S. 39.203 and 768.095. A charter school, or any of its employees, may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators, or personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide instructional personnel or school administrators with employment references or discuss the personnel's or administrators' performance with prospective employers in another educational setting, without disclosing the personnel's or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.

Before employing instructional personnel or school administrators in any position that requires direct contact with students, a charter school shall conduct employment history checks of each of the personnel's or administrators' previous employer(s), screen the instructional personnel or school administrators through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the charter school must document efforts to contact the employer.

The Board shall terminate a sponsor's charter if the sponsor knowingly fails to comply with F.S. 1002.33(12)(g).

School Operations

- A. The Board **may shall** not impose any policies or practices to limit charter school enrollment except as may be permitted in accordance with State law. **The Board may not impose additional reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency under F.S. 1002.345.**
- B. The Board may document, in writing, any discrepancies or deficiencies-- whether fiscal, educational, or related to school climate--and the steps and timelines for correction and additional monitoring. At a minimum, copies will be provided to the charter school's governing board chair, charter school principal and appropriate Board staff.
- C. The charter school shall obtain the appropriate facility capacity approvals from the jurisdictional authority where the facility is located (i.e., county, municipality, or both). The Board, at its discretion, may accept a letter from the architect of record specifying the capacity if the capacity is not provided by the facility's jurisdictional authority. The Board may withhold monthly payments for FTE that exceed capacity specified by the charter contract or approved facility capacity.
- D. The charter school's calendar will be consistent with the beginning of the Board's calendar for the first school year **or at a time determined by the charter school governing board. The charter school and** must provide instruction for **at least the the minimum** number of days **and minutes** required by law for other public schools **and may provide instruction for additional days.** Should the charter school elect to provide a summer program **, additional school days,** or year-round school, the charter school shall notify the Board, in writing, each year to ensure appropriate record keeping.
- E. Student Code of Conduct, Student Handbooks, Parent Contracts, and Application of Board Policies

1. Only the Board may expel a student.
2. The charter school may follow the Board's Student Code of Conduct or an alternate code of conduct approved by the Board. The charter school shall provide the Board with a copy of an approved alternate student code of conduct annually. Any amendments must be approved by the Board prior to implementation. Evidence of governing board approval is required for amendments.
3. Any student/parent handbooks and parent contracts shall also be submitted to the Board for approval prior to implementation. Any amendments must be approved by the Board, prior to implementation. Evidence of governing board approval is required for amendments.
4. The charter school may be required to provide proof of parent/guardian's receipt of student code of conduct, handbook, or parent contract.
5. Violations of parent contracts shall not result in involuntary withdrawal of a student in the same school year of the violations. Violations of the parent contract may result in the student not being re-enrolled or loss of enrollment preference for the following school year.
6. The Board shall not apply its policies to a charter school unless mutually agreed to by both the Board and the charter school. If the Board subsequently amends any agreed-upon Board policy, the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the sponsor may not hold the charter school responsible for any provision of a newly revised policy until the revised policy is mutually agreed upon.

F. Charter School Student Transfers

The process for student transfers can be found in Policy 5131.

G. Food Service and Transportation

Transportation and food services are the responsibility of the charter school. These services must be provided according to District, State, and Federal laws, rules, and regulations.

H. Facility Leases

1. If a charter school will be leasing or subleasing a facility, the contract(s) between the charter school and landlord or sub-lessor shall be submitted to the Board for review and approval.
2. Any amendments to the lease shall be submitted to the Board for review prior to execution, by the charter school.
3. A copy of all executed contracts must be provided to the Board within the timeframe provided by the charter contract.

4. Any default or breach of the terms of the charter contract by the lessor/sub-lessor may constitute a default or breach of the charter contract by the charter school.

I. Academic Accountability

1. The Superintendent or designee shall have ongoing responsibility for monitoring all approved charter schools with regard to the charter school's progress towards achieving the goals established in the charter. The Superintendent shall have access to the charter school at all times.
2. The Board shall monitor adherence to the educational and related programs as specified in the approved application, charter, curriculum, instructional methods, any distinctive instructional techniques to be used, reading programs and specialized instruction for students who are reading below grade level, compliance with State standards, assessment accountability, and achievement of long- and short-term goals. An analysis comparing the charter school's standardized test scores to those of similar student populations attending other public schools in the District will also be conducted.
 - a. In the event a charter school earns a grade of "D" or "F" in the grading system set forth in State law, the director and a representative of the governing board of the charter school shall appear before the Board to present information concerning each contract component having noted deficiencies and shall prepare and submit to the Board for approval a proposed School Improvement Plan to raise student achievement. The proposed School Improvement Plan must meet the requirements set forth in State law. The charter school shall implement the proposed School Improvement Plan once approved by the Board.
 - b. If a charter school earns three (3) consecutive grades of "D", two (2) consecutive grades of "D" followed by a grade of "F", or two (2) nonconsecutive grades of "F" within a three (3) year period, the charter school governing board shall take corrective action as set forth in F.S. 1002.33. The corrective action must be implemented in the school year following receipt of a third consecutive grade of "D", a grade of "F" following two (2) consecutive grades of "D", or a second nonconsecutive grade of "F" within a three (3) year period. If the charter school does not improve by at least one (1) letter grade after two (2) full school years of implementing the corrective action, the charter school must select and implement a different corrective action in accordance with F.S. 1002.33. If the charter school does improve by at least one (1) letter grade, it is no longer required to implement the corrective action; however, the charter school must continue to implement strategies identified in the School Improvement Plan.
 - c. Upon publication by the FLDOE of the list of charter schools that meet the criteria set forth in paragraphs I.2.a. and b. above, the Board shall notify, in writing, each charter school in the District that appears on the list that it is required to submit a School Improvement Plan and to appear before the Board. Pursuant to State Board rule, such notification may be delivered electronically, provided there is proof of receipt.

The notification shall include the following:

 1. The date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school governing board shall appear before the Board. For purposes of this requirement, "director" shall mean charter school director, principal, chief executive officer, or other management personnel with similar authority. The appearance shall be no earlier than thirty (30) calendar days and no later than ninety (90) calendar days after the Board's notification is received by the charter school.
 2. The date by which the charter school must submit its proposed School Improvement Plan to the Board for review by staff, which shall be no earlier than thirty (30) calendar days.
 3. Whether the charter school is required to select a corrective action.
 - d. The Board shall notify the charter school, in writing, within ten (10) calendar days of its decision to approve or deny the School Improvement Plan.
 1. The Board may deny a School Improvement Plan if it does not meet the requirements of State law. If denied, the Board shall provide the charter school, in writing, the specific reasons for denial and the timeline for its resubmission.
 2. Either the charter school or the Board may request mediation pursuant to State law if the parties cannot agree on a School Improvement Plan.
 - e. As required by State law, the Board will review the School Improvement Plan annually to monitor the charter school's continued improvement.

1. The director and a representative of the governing board of the charter school shall appear before the Board at least once per year to present information regarding the progress of intervention and support strategies implemented by the charter school pursuant to the School Improvement Plan and, if applicable, to review the corrective actions taken pursuant to I.2.c above.
2. At the meeting, the Board will identify the services that the District will provide to the charter school to assist the charter school in addressing its deficiencies, and following the meeting, these services will be communicated, in writing, to the director.
3. A charter school that improves at least one (1) letter grade is not required to submit a new School Improvement Plan but must continue to implement the strategies identified in the approved School Improvement Plan and continue to report annually to the Board. The Board shall notify, in writing, each charter school implementing a School Improvement Plan of the requirement to appear before the Board to present information regarding the progress of the approved School Improvement Plan. The notification shall include the date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school shall appear.
- f. A charter school's contract shall be automatically terminated if the school earns two (2) consecutive grades of "F" after all school grade appeals are final, unless one of the exceptions set forth in State law is applicable. If no exceptions apply, the Board will notify the charter school's governing board, the charter school principal, and FLDOE in writing when the charter contract is terminated under this subparagraph.
- g. The laws applicable to School Improvement Plans and corrective actions do not limit the Board's authority to terminate the charter at any time in accordance with State law.
3. The charter school shall make annual progress reports to the Board.
4. Exceptional Student Education (ESE)
 - a. The Board is the Local Educational Agency (LEA) for all Board-approved charter schools and will serve ESE students in the same manner as students attending other public schools in the District. ESE students attending Board-approved charter schools shall be provided supplementary and related services on site at the charter school to the same extent to which the Board has a policy or practice of providing such services on site to its other public schools. The Board shall provide funds under Part B of the IDEIA to Board-approved charter schools on the same basis as the School District provides funds to the Board's other public schools.
 - b. ESE students will be educated in the least restrictive environment. The charter school shall ensure that ESE students are provided with programs and services implemented in accordance with Federal, State, and local policies and procedures and specifically the IDEIA, Section 504 of the Rehabilitation Act of 1973, and other related statutes and State Board of Education rules. If an IEP team determines that the charter school cannot meet the needs of an ESE student, the charter school and the Board agree to provide the ESE student with the appropriate placement as determined by the IEP team in accordance with State and Federal law.
 - c. The Board shall provide ESE administration services to charter schools which shall be set forth in more detail in the charter.
 - d. With respect to the provision of special education and related services, the charter shall set forth the specific roles and responsibilities of the charter school and the Board with respect to exceptional student education.
 - e. Non-compliance may result in the Board's withholding of subsequent payments to the charter school without penalty of interest (including State capital payments), and may result in non-renewal or termination for good cause.
5. English Language Learners (ELL) -- Students who are of limited proficiency in English will be served by ESOL certified personnel. The charter school shall demonstrate an understanding of State and Federal requirements regarding the education of English language learners, be committed to serving the full range of needs of ELL students, create and implement sound plans for educating ELL students that reflect the full range of programs and services required to provide all students with a high quality education, and demonstrate capacity to meet the school's obligations under State and Federal law regarding the education of ELL students.
6. The Board may, in accordance with State law, require all charter schools to submit to the Board a school improvement plan to ensure a plan to maintain or raise student academic achievement within the timelines specified by the Board and the FLDOE.

J. Financial Accountability

1. Financial Policies: The charter school shall establish and implement accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. The charter school shall provide a copy of these policies to the Board annually.
2. Payments to charter schools by the Board
 - a. The Board shall make timely and efficient payment and reimbursement to charter schools, including processing paperwork required to access special State and Federal funding for which they may be eligible. Payments of funds as described in F.S. 1002.33(17)(b) shall be made monthly or twice a month, beginning with the start of the Board's fiscal year. Each payment shall be 1/12 or 1/24, as applicable, of the total State and local funds described in F.S. 1002.33(17)(b) as adjusted. For the first two (2) years of the charter school's operation, if a minimum of seventy-five percent (75%) of the projected enrollment is entered into the Board's student information system by the first day of the current month, the Board shall distribute funds to the charter school for the months of July through October based on the projected full-time equivalent student membership of the charter school as submitted in the approved application. If less than seventy-five percent (75%) of the projected enrollment is entered into the Board's student information system by the first day of the current month, the Board shall base payments on the actual number of student enrollment entered into the sponsor's student information system. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year. The payments shall be issued no later than ten (10) working days after the Board receives a distribution of State or Federal funds or the date the payment is due pursuant to F.S. 1002.33(17)(e). Timing of receipt of local funds by the Board shall not delay payment to the charter school of the funds identified in F.S. 1002.33(17)(b). **If the Board has not received its allocation due to its failure to submit an approved District salary distribution plan, the Board must still provide each charter school within the District that has submitted a salary distribution plan its proportionate share of the allocation.**
 - b. Capital Outlay Payments – The Board shall make payments to the school upon receipt of all required supporting documentation as referenced in section 8.h. – Capital Outlay Payment Process. Charter schools must be located in the State of Florida to be eligible for public educational capital outlay (PECO) funds.
 - c. Miscellaneous Payments – The Board shall make timely miscellaneous payments to the charter school upon receipt of funding from FLDOE for various programs including Title I and MAP. The Board's payment is subject to the charter school's fulfillment of its responsibilities under the applicable State and Federal laws.

Unless otherwise mutually agreed to by the charter school and the District, and consistent with State and Federal rules and regulations governing the use and disbursement of Federal funds, the District shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for Federal funds available to the District for the benefit of the charter school, the charter school's students, and the charter school's students as public school students in the District. Such Federal funds include, but are not limited to, Title I, Title II, and Individuals with Disabilities Education Act (IDEA) funds. To receive timely reimbursement for an invoice, the charter school must submit the invoice to the District at least thirty (30) days before the monthly date of reimbursement set by the District. In order to be reimbursed, any expenditure made by the charter school must comply with all applicable State rules and Federal regulations, including, but not limited to, the applicable Federal Office of Management and Budget Circulars, the Federal Education Department General Administrative Regulations, and program-specific statutes, rules, and regulations. Such funds may not be made available to the charter school until a plan is submitted to the District for approval of the use of the funds in accordance with applicable Federal requirements. The District has thirty (30) days to review and approve any plan submitted pursuant to this paragraph.
 - d. Conditions for Non-payment – The Board may withhold payment, without penalty of interest, for violation of law or as specified in the charter school contractual agreement. This includes, but is not limited to: failure to comply with financial requirements, failure to provide proper banking wiring instructions, exceeding contracted enrollment capacity or allowable facility capacity, **and failure to submit a timely annual audit**, insufficient instructional minutes and/or days, inappropriate facility licenses, approvals and/or permits, and failure to obtain successful background clearance for potential employees, contractors, and/or governing board members.
3. Financial Reports: Charter schools shall provide the District, upon approval of the charter contract, a concise, uniform, monthly financial statement summary sheet that contains a balance sheet and a statement of revenue, expenditures, and changes in fund balance. The balance sheet and the statement of revenue, expenditures, and changes in fund balance shall be in the governmental funds format prescribed by the Governmental Accounting Standards Board. A high-performing charter school may provide a quarterly financial statement in the same format and requirements as the uniform monthly financial statement summary sheet. The Board shall review each monthly or quarterly financial

statement to identify whether any of the conditions in F.S. 1002.345(1)(a) exist. Charter schools shall maintain and provide financial accountability information as required in this section.

4. Annual Financial Statements

- a. Unaudited June 30th year-end financial statements shall be submitted to the Board within the timelines specified by the charter contract. These financial statements must be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting.
- b. Annual Financial Audit - The charter school agrees to submit to and pay for an annual financial audit, in compliance with Federal, State, and Board regulations, showing all revenue received, from all sources, and all expenditures for services rendered. The audit shall be conducted by an independent certified public accountant or auditor selected by the governing board of the charter school, and shall be delivered to the Board in compliance with the charter contract. If the charter school's audit reveals a deficit financial position, the auditors are required to notify the charter school's governing board, the Board and the Florida Department of Education in the manner defined in the charter contract. No later than May 1st of each year, the charter school must formally notify the Board of the name, address, and phone number of the auditor engaged to perform the year end audit.
 1. Selection Procedures -- Charter schools shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit pursuant to the processes described in F.S. 218.39 and 218.391, which includes, but is not limited to: the establishment of an audit committee and request for proposal (RFP) for audit services, public advertisement of RFP, and development of evaluation and selection criteria.
 2. Requirements -- Pursuant to F.S. 218.391, the procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:
 - a. a provision specifying the services to be provided and fees or other compensation for such services
 - b. a provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract
 - c. a provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed
- c. Failure to comply with the timely submission of all financial statements in the required format specified by the Board, shall constitute a material breach of the charter contract and may result in the Board's withholding of subsequent payments to the charter school without penalty of interest, (including state capital payments), and may result in non-renewal or termination for good cause.

5. Capital Outlay Funding

Pursuant to F.S. 1013.62(5), the application for, approval of, and process for documenting expenditures from charter school capital outlay funds shall be in accordance with the procedures and requirements specified by the Commissioner of Education.

Before receiving capital outlay funds the charter school governing board must enter into a written agreement with the Board. Such agreement must provide for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Board, as provided for in F.S. 1013.62(4), if the charter school terminates operations. Any funds recovered by the State shall be deposited in the General Revenue Fund.

As required by State law, the Board shall remit capital outlay funds to a charter school no later than February 1st of each year, as required by F.S. 1002.32(3)(e), based on the amount of funds received by the Board.

6. Review and Audit

- a. The Board has the right at any time to review and audit all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to F.S. 1002.33. The charter school shall provide the Board with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan that shall be prepared and submitted within thirty (30) days from the

date of the management letter.

b. Deteriorating Financial Condition and Financial Emergencies (F.S. 1002.345)

1. Deteriorating Financial Condition – "Deteriorating financial condition" means a circumstance that significantly impairs the ability of a charter school or a charter technical career center to generate enough revenues to meet its expenditures without causing the occurrence of a condition described in F.S. 218.503(1).
 - a. A charter school shall be subject to an expedited review by the Board upon the occurrence of any of the conditions specified in F.S. 1002.345(1)(a)(1)-(4).
 - b. The Board shall notify the governing board within seven (7) business days after one or more of the conditions set forth in F.S. 1002.345(1)(a)(1)-(4) are identified or occur.
 - c. The governing board and the Board shall develop a corrective action plan and file the plan with the Commissioner of Education within thirty (30) business days after notification is received as provided in paragraph 9(b)(1)(b) herein. If the governing board and the Board are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan.
 - d. Failure to implement the corrective action plan within one (1) year shall result in additional action prescribed by the State Board of Education, including the appearance of the chair of the governing board before the State Board of Education.
 2. Financial Emergency – If a financial audit conducted by a CPA in accordance with F.S. 218.39 reveals that one (1) or more of the conditions in F.S. 218.503(1) have occurred or will occur if action is not taken to assist the charter school, the auditor shall notify the governing board of the charter school, as appropriate, the Board, and the Commissioner of Education within seven (7) business days after the finding is made. If the charter school is found to be in a state of financial emergency pursuant to F.S. 218.503(4), the charter school shall file a financial recovery plan pursuant to F.S. 218.503 with the Board and the Commissioner of Education within thirty (30) days after being notified by the Commissioner of Education that a financial recovery plan is needed.
 3. Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the Board.
 4. The Board may require periodic appearances of governing board members and charter school representative.
- c. A Financial Recovery Plan Staff Group (FRSG) shall be appointed by the Board and convened to review and monitor financial statements, corrective action plans and financial recovery plan(s) submitted by the charter school(s). The FRSG shall report progress and when applicable, make recommendations to the Chief Auditor. At least one (1) representative of the charter school must be available to answer questions.
1. The FRSG shall be comprised of staff members from Financial Operations, Charter School Operations, and, when appropriate, the Office of Management and Compliance Audits.
 2. The Chief Auditor will present the FRSG's recommendation to the Board's independent Audit Committee for review and recommendation to the Board.
 3. Inability to cure a deteriorating financial condition and/or status of financial emergency may result in termination of the charter school contract.

7. Grants

- a. If the Board is required to be the fiscal agent for a grant, the charter school shall comply with the Board's grant procedures as indicated in the charter contract.
- b. The Board shall receive written approval from the charter school to include the charter school in a District-wide grant. The appropriate pro-rata share of grants will be allocated to the charter school, as defined by the grant awarded.
- c. The charter school is required to maintain adequate records to support grant-funded programs for the minimum years prescribed by the law. The Board may review these records, upon reasonable notice.

8. Health, Safety, and Welfare of Staff and Students

Carefully planned and executed fire exit drills shall be conducted at the beginning of each semester, at times designated by the principal, following instruction of all classes regarding exits to be used in case of fire. At least one (1) fire exit drill shall be conducted every month school is in session. Any emergency evacuation drill (e.g., "crisis event"), completely performed, may be substituted for a required fire exit drill in a given month. All drills and all deficiencies affecting egress shall be documented in writing.

Inspections of all buildings including educational facilities, ancillary plants, and auxiliary facilities for casualty safety, and sanitation shall be conducted at least once during each fiscal year. Conditions that may affect environmental health and safety or impair operation of the plant will be reported, with recommendations for corrective action.

Each school cafeteria must post in a visible location and on the school website the school's semiannual sanitation certificate and a copy of its most recent sanitation inspection report.

Under the direction of the fire official appointed by the Board, fire- safety inspections of each educational and ancillary plant located on property owned or leased by the charter school's governing board, or other educational facilities operated by the charter school's governing board, shall be made no sooner than one (1) year after issuance of a certificate of occupancy and annually thereafter. Such inspections shall be made by persons properly certified by the Division of State Fire Marshal to conduct fire-safety inspections in public educational and ancillary plants.

A copy of the fire safety inspection report shall be submitted to the Board and the county, municipality, or independent special fire control district providing fire protection services to the school facility within ten (10) business days after the date of the inspection, in accordance with Florida statute.

Alternate schedules for delivery of reports may be agreed upon between the charter school's governing board, the Board, and the county, municipality, or independent special fire control district providing fire protection services to the site in cases in which delivery is impossible due to hurricanes or other natural disasters. Regardless, if immediate life-threatening deficiencies are noted in the report, the report shall be delivered to the Board and to the county, municipality, or independent special fire control district providing fire protection services immediately.

K. Charter School Website

Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to F.S. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

Board Annual Report Submission

The Board shall submit an annual report to the FLDOE in a web-based format to be determined by the FLDOE. The report shall include the:

- A. number of applications received during the school year and up to August 1st and each applicant's contact information;
- B. date each application was approved, denied, or withdrawn; and
- C. date each final contract was executed.

Each year, by November 1, the Board shall submit to the FLDOE the information set forth in A through C for the previous year.

Facilities

No later than January 1st, the FL DOE shall annually provide to the District a list of all underused, vacant, or surplus facilities owned or operated by the District as reported in the Florida Inventory of School Houses. The District may provide evidence to FL DOE that the list contains errors or omissions within thirty (30) days after receipt of the list. By each April 1st, FL DOE shall update and publish a final list of all underused, vacant, or surplus facilities owned or operated by the District, based upon updated information provided by the District. A hope operator establishing a school of hope may use an educational facility identified in this section as prescribed in F.S. 1002.33(7)(d).

Nonexclusive Interlocal Agreements

The Board may enter into nonexclusive interlocal agreements with Federal and State agencies, counties, municipalities, and other governmental entities that operate within the geographical borders of the District to act on behalf of such governmental entities in the inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions that a charter school needs in order for development, construction, or operation. A charter school may use, but may not be required to use, the District for these services. The interlocal agreement must include, but need not be limited to, the identification of fees that charter schools will be charged for such services. The fees must consist of the governmental entity's fees plus a fee for the Board to recover no more than actual costs for providing such services. These services and fees are not included within the services to be provided pursuant to F.S. 1002.33(20). **Notwithstanding any other provision of law, an interlocal agreement, or ordinance that imposes a greater regulatory burden on charter schools than on the District or that prohibits or limits the creation of a charter school is void and unenforceable. An interlocal agreement entered into by the District by the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools.**

Services

The Board will provide certain administrative and educational services to charter schools. These services shall include contract management services; full-time equivalent and data reporting services, exceptional student education administration services; services related to eligibility and reporting duties required to ensure that school lunch services under the National School Lunch Program, consistent with the needs of the charter school, are provided by the Board at the request of the charter school, that any funds due to the charter school under the National School Lunch Program be paid to the charter school as soon as the charter school begins serving food under the National School Lunch Program and that the charter school is paid at the same time and in the same manner under the National School Lunch Program as other public schools serviced by the Board; test administration services, including payment of the costs of State-required or Board-required student assessments; processing of teacher certificate data services; and information services, including equal access to the sponsor's student information systems that are used by public schools in the District. Student performance data for each student in a charter school, including, but not limited to, State mandated testing scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Board to a charter school in the same manner provided to other public schools in the District.

The Board may withhold an administrative fee for the provision of such services which shall be a percentage of the available funds defined in F.S. 1002.33(17)(b) calculated based on weighted full-time equivalent students. If the charter school services seventy-five percent (75%) or more exceptional education students as defined in F.S. 1003.01(3), the percentage shall be calculated based on unweighted full-time equivalent students. The administrative fee shall be calculated as follows:

A. Up to five percent (5%) for the following:

1. enrollment of up to and including 250 students in a charter school as defined in F.S. 1002.33(20);
2. enrollment of up to and including 500 students within a charter school system which meets all of the following:
 - a. includes conversion charter schools and nonconversion charter schools;
 - b. has all of its schools located in the same county;
 - c. has a total enrollment exceeding the total enrollment of at least one school district in Florida;
 - d. has the same governing board for all of its schools; or
 - e. does not contract with a for-profit service provider for management of school operations;
3. enrollment of up to and including 250 students in a virtual charter school.
4. Up to two percent (2%) for enrollment of up to and including 250 students in an exceptional student education center that meets the requirements of the rules adopted by the State Board of Education pursuant to F.S. 1008.3415(3).

B. Up to two percent (2%) for enrollment of up to and including 250 students in a high-performing charter school as defined in F.S. 1002.331.

The Board will not charge charter schools any additional fees or surcharges for administrative and educational services in addition to the maximum percentage of administrative fees withheld pursuant to this policy. **The Board will not charge or withhold any administrative fee against a charter school any funds specifically allocated by the Legislature for teacher compensation.**

The Board shall provide the FLDOE by no later than September 15th of each year the total amount of funding withheld from charter schools pursuant to this policy and Florida law for the prior fiscal year.

If goods and services are made available to the charter school through the contract with the Board, they shall be provided to the charter school at a rate no greater than the Board's actual cost unless mutually agreed upon by the charter school and the Board in a contract negotiated separately from the charter. When mediation has failed to resolve disputes over contracted services or contractual matters not included in the charter, an appeal may be made to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the party whom the administrative law judge rule against. To maximum the use of State funds, the Board shall allow charter schools to participate in the sponsor's bulk purchasing program if applicable.

The governing body of the charter school may provide transportation through an agreement or contract with the Board. The charter school and the Board shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter.

School Safety Requirements

Each charter school in the District must comply with the requirements of F.A.C. 6A-1.0018 and Florida law pertaining to school safety, including the requirement that charter schools coordinate with the District's School Safety Specialist. See also, Board Policy 8405 (*School Safety and Security*) and Policy 8407 (*Safe-School Officers*).

Interpretation

If a court or agency of competent jurisdiction invalidates any provision of this policy or finds a specific provision to be in conflict with the Florida Constitution, Florida statutes, the Florida Administrative Code, or any rule or policy prescribed by the FLDOE, then all of the remaining provisions of this policy shall continue unabated and in full force and effect.

In the event that an existing charter school contract provision is found to be inconsistent with this policy, the charter contract provision prevails. Any charter approved after the adoption of this policy is required to be fully consistent with this policy.

F.S. 1002.3301

Revised 2/27/18

Revised 2/5/19

Revised 2/11/20

Revised 3/8/22

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Legal

F.S. 39.203
F.S. Chapter 120
F.S. 218.39
F.S. 218.391
F.S. 218.503
F.S. 286.23
F.S. 768.095
F.S. 1001.10
F.S. 1001.41
F.S. 1002.31
F.S. 1002.33
F.S. 1002.345
F.S. 1008.31
F.S. 1008.34
F.S. 1011.60
F.S. 1012.01
F.S. 1012.315
F.S. 1012.32
F.S. 1013.12
F.A.C. 6A-1.0081
F.A.C. 6A-1.099827
F.A.C. 6A-2.0020
F.A.C. 6A-6.0781
F.A.C. 6A-6.0784
F.A.C. 6A-6.0786
F.A.C. 6A-6.07862
F.A.C. 6A-6.0787

Last Modified by Dawn Williams on August 23, 2022

A. Item Currently Budgeted -													
Account Name		No Financial Impact											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

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

B. Item Currently Not Budgeted -**													
Funding Source		_____											
Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

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

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
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 # 8. 23-1058

12/13/2022

Title and Board Action Requested

Enter a Final Order Expelling the Student in Case No. E2023-11-01 for one (1) year through September 2023.

Executive Summary

The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board expels one student from Endeavor Academy for one (1) year through September 2023, for committing level III violations of the Student Code of Conduct.

My Contact

Jill Kolasa, Director
(352) 797-7008

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

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

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

A. Item Currently Budgeted -														
Account Name		No Financial Impact												
Account Number		Fund		Function		Object		Cost Center		Project	Sub Project			
Original Approved Budget	+	Budget Amendments		-	Expenditures / Encumbrances To Date		=	Current Available Budget		-	Present Request	=	Remaining Balance Available	
\$ _____		\$ _____			\$ _____			\$ _____			\$ _____		\$ _____	

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

B. Item Currently Not Budgeted -**													
Funding Source		_____											
Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount	\$	_____											

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

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

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



Hernando School District

School Board Regular Meeting

Agenda Item # 9. 23-1059

12/13/2022

Title and Board Action Requested

Enter a Final Order Expelling the Student in Case No. E2023-11-02 for one (1) year through October 2023.

Executive Summary

The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board expels one student from Moton Elementary School for one (1) year through October 2023, for committing a level IV violation of the Student Code of Conduct.

My Contact

Jill Kolasa, Director
(352) 797-7008

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

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

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

A. Item Currently Budgeted -													
Account Name		No Financial Impact											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

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

B. Item Currently Not Budgeted -**													
Funding Source		_____											
Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

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

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
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. 23-1107

12/13/2022

Title and Board Action Requested

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

Executive Summary

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

My Contact

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

2018-23 Strategic Focus Area

Pillar 4: Communication & Community Engagement

Financial Impact

There is no financial impact

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 # 11. 23-1093

12/13/2022

Title and Board Action Requested

Approval of the Personnel Recommendations

Executive Summary

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

My Contact

Ray Pinder
Director of Human Resources
352-797-7005 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

Awilda Hernandez – Teacher, CHS – From 10/3/2022 through 6/2/2023 (Intermittent)

Andrea Kreismann – Teacher, PGES – From 10/31/2022 through 1/5/2023

Nancy McCarthy – Teacher, Endeavor – From 10/24/2022 through 11/14/2022

Dana Palka – Teacher, BES – From 10/31/2022 through 2/15/2023

Mary Thornton – Teacher, WWK8 – From 10/16/2022 through 11/30/2022

2. Instructional Appointments and Approval of Probationary Contract (7)

Eleanor Habeeb – Teacher, HHS – 11/1/2022

Doreen Hamm – Teacher, CHS – 11/2/2022

Tiffani Holland – Teacher, WHMS – 10/31/2022

Camille Lewis – Teacher, MES – 11/7/2022

Deirdre Longo – Teacher on Special Assignment, Academic Services – 11/7/2022

Payge Pusatere – Teacher, MES – 11/7/2022

Kathryn Vastano – Speech and Language Pathologist, ESE – 10/31/2022

3. Instructional Transfers (5)

Lynn Arroyo – From Teacher, WHMS – To Teacher, FCMS – 10/31/2022

Marva Berry – From Teacher, SES – To Teacher, FWSHS – 10/31/2022

Natalie Durrum – From Teacher, EK8 – To Teacher, DSPMS – 11/7/2022

Sarah Fagan – From Certified School Counselor, CHS – To Teacher, FCMS – 11/9/2022

Dean Wright – From Teacher, SES – To Teacher FCMS – 11/3/2022

4. Instructional Separations (1)

Arlene Booth – Teacher, CK8 – 6/2/2023 (Retirement)

5. Administrative Leaves

Mildred Murrman-Dudley – Assistant Principal, WWHS – From 11/9/2022 – 12/21/2022 (Extension)

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

Darren Bartley – Environmental Services Technician III, WWHS – From 10/13/2022 through 10/27/2022

Rowland Born – Paraprofessional, EES – From 12/5/2022 through 12/16/2022 (Personal Illness)

Jodi Grinnen – Secretary III, Academic Services – From 12/1/2022 through 2/22/2023

Robin Harmon – Bus Operator, Transportation – From 11/14/2022 through 12/16/2022 (Personal Illness)

William Robertson – Environmental Services Technician II, Transportation – From 11/30/2022 through 12/21/2022

7. Non-instructional and Professional/Technical/Supervisory Appointments (23)

William Amadeo – Environmental Services Technician, PGES – 11/16/2022

Jeremy Bergen – Vehicle Technician, Transportation – 11/16/2022

Kerrie Carrasco – Paraprofessional, WHMS – 11/7/2022

Brittney Cobb – Paraprofessional, EES – 11/16/2022

Rebecca Duncan – Bookkeeper, Adult Ed – 11/8/2022

Diana Estes – School Social Worker, Student Services – 11/14/2022

Desiree Finley – FNS Rover, FNS – 11/16/2022

Tammy Garner – Data Entry Operator, SES – 11/7/2022

Cassandra Goldrick – Environmental Services Technician, WHMS – 11/7/2022

Dayamic Labrador – Environmental Services Technician, WHMS – 11/7/2022

Erica Lane – FNS Rover, FNS – 11/14/2022

Stacy Lobb – Paraprofessional, EK8 – 11/7/2022

Michael Malham – Vehicle Technician, Transportation – 11/14/2022
Angel Melendez Ortiz – FNS Assistant, SES – 11/8/2022
Jodi Mitchell – Paraprofessional, WES – 11/17/2022
Joanna Montanez – Bus Attendant, Transportation – 11/7/2022
Kelly Padilla – Secretary II, FCMS – 11/14/2022
Shauna Rayford – School Health Professional, FCMS – 11/7/2022
Jason Simons – Vehicle Technician, Transportation – 11/14/2022
Angela Sirani – FNS Assistant, HHS – 11/8/2022
Mary St. Amant – Lunchroom Aide, CES – 11/7/2022
Osbel Vizcaino Rangel – Environmental Services Technician, CHS – 11/14/2022
William Wade – Attendance Assistant/Service Transporter, Student Services – 11/1/2022

8. Non-instructional and Professional/Technical/Supervisory Transfers (16)

Sarah Bechwith – From FNS Assistant Rover, FNS – To FNS Assistant, CHS – 11/7/2022
Edwin Cropley – From Environmental Services Technician I, PMS – To Environmental Services Technician II, PMS – 10/31/2022
Jeff Hypes – From Environmental Services Technician, WHMS – To Environmental Services Technician, HHS – 11/7/2022
Donna Loughran – From Secretary II, FCMS – To Secretary II, FWSHS – 11/7/2022
Mayra Mercadeante – From Paraprofessional, CHS – To Paraprofessional, WWHS – 11/7/2022
Grace Montanez Perez – From Paraprofessional, FCMS – To Paraprofessional, ESE – 11/7/2022
Georgette Polichak-Sanchez – From Job Coach, ESE – To Secretary II, CHS – 10/31/2022
Tiffany Roberts – From Secretary II, CK8 – To Secretary II, WWHS – 11/7/2022
Elizabeth Robson – From FNS Assistant, SHES – To FNS Assistant, CHS – 10/31/2022
Griceldy Rodriguez – From Environmental Services Technician, CK8 – To Environmental Services Technician, FES – 11/2/2022
Kristen Rosen – From FNS Assistant, HHS – To FNS Assistant Manager, CHS – 11/7/2022
Bruce Royce Jr. – From Paraprofessional, WWHS – To Computer Lab Manager, WWHS – 11/7/2022
Stacy Seitz – From FNS Assistant Rover, FNS – To FNS Assistant, FES – 11/7/2022
Anita Scanlon – From FNS Assistant Rover, FNS – To FNS Assistant, PGES – 11/7/2022
Leon Steele – From Environmental Services Technician II, PMS – To Carpenter II, Maintenance – 10/31/2022
Michelle Toland – From Secretary II, HHS – To Secretary II, CHS – 10/31/2022
Alan Vonloh – From Environmental Services Technician, EK8 – To Environmental Services Technician, FCMS – 11/3/2022

9. Non-instructional and Professional/Technical/Supervisory Separations (7)

Jennifer Beymer – Bus Attendant, Transportation – 11/7/2022 (Probationary Release)
Kathy Ford – Paraprofessional, PGES – 11/18/2022 (Resignation)
Maria Goulart – FNS Assistant, SHES – 11/11/2022 (Resignation)
James King – Warehouse/Delivery Worker, School Distribution Center – 12/6/2022 (Resignation)
Joann Muzyka – Bus Attendant, Transportation – 11/15/2022 (Resignation)
Amy Polejewski – Paraprofessional, PMS – 11/18/2022 (Resignation)
Mary Revot – Paraprofessional, BES – 12/16/2022 (Resignation)

10. Other

Additional Duty, and/or Additional Days/Hours

Qiang An – Teacher, PMS (IEP Meeting Planning) – 11/3/2022 – 1 total hr. (ARP)
Albana Carillo Salamanca – Teacher, EES (Facilitated Lesson Planning – 11/7/2022 – 52 total hrs. (UniSig)
Brandy Enders – Instructional Practices Coach, FCMS (Title I Compliance) – 12/12/2022 – 190 total hrs. (Title I)
Brenda Morris – Teacher, WES (Title I Compliance Work) – 11/15/2022 – 90 total hrs. (Title I)
Dawn Patella – Teacher, DES (Tutoring) – 10/31/2022 – 33.25 total hrs. (CRRSA ESSER II Literacy K3)
Kim Redgrave – Teacher, PMS (Tutoring) – 10/28/2022 – 12 total hrs. (School Discretionary)

Approve Teacher(s), DES (Title I Engagement Work) – 11/10/2022 – 30 total hrs. (Title I)

Antionette Aboagye
Amy Angeletti
Melissa Arledge
Annmarie Asbel
Raymond Benckert IV
Jean Bernstein
Joseph Branscomb
Amybeth Breden
Katrina Cleiman
Danielle Costa
Reginald Curtis
Julie Dibble
Garrett Donaghy
Trinette Dushame
Joanna Enriquez
Lisa Evans
Marcia Falkenburg
Tiffany Fiore-Frost
Heather Fleschenriem
Cathy Fonseca
Carmen Fontanez
Jessica Gracy
Jasmine Gracia
Kelly Grant
Kathleen Guarante
Kim Hanna
Sara Hanneman
Lisa Hard
Michael Helfand
Shania Hendler
Kenneth Hill
Michael Iannaccone
Rosette Javier
Andrea Jensen
Kathleen Jimenez
Lynda Karczewski
Renee Koulouris
Susan Lara
Christina Lewis
Kristie Licht
Alicia Mack
Charles Maggard
Robin Mashburn
Shea McAuley
Sophia Makohon-Pidhorodecky
Elizabeth Marion
Kim McMullin
Lynne Merritt
Susan Moglia
Mariann Montesani
Charlotte Norford

Dawn Patella
Brenda Piazza
Miranda Schildbach
Naomi Sivon
Rebecca Skinner
Caley Smith
Amanda Smoak
Josephine Spallino
Barbara Stanton
Michelle Steele
Tara Thibault
Jennifer Wagner
Kaitlin Wysong

Approve Paraprofessional(s), DES (Title I Engagement Work) – 11/10/2022 – 30 total hrs. (Title I)

Justin Beall
Jennifer Bronhard
Barbara Chico
Judy Costa
Fred Crum
Heidy Derdarian
Nicole Edwards
Zane Faillace-Garren
Nicole Flanders
Tiffany Gray
Jennie Guardiani
Kendyl Helfand
Neysa Hernandez
Jessica Letendre
Shyann McElwain
Dawn Murray
Joemy Nolasco
Raychel Olson
Vilma Padilla
Colleen Slavin-Meszaros
Annette Teater
Stephanie Vizcarrondo
Colinda Wentworth
Vanessa Vermette
Pamela Winks

Approve Teacher(s), EES (Title I Engagement Work) – 11/7/2022 – 30 total hrs. (Title I)

Don Adams
Wanda Bailey
Daiquiri Benard
Susan Bienstock-Price
Robin Bishop
Christina Brandhuber
Ann Marie Cagnina
Albana Carrillo
Charlie Cempron
Sodette Clarke
Andrea Conner

Katlyn Costa
Joli Deleveaux
Rachel Dotson
Tracey Drake
Joann Fauci
Suzanne Faulk
Cathy Ferraro
Brandon Frampton
Megan Gallagher
Susan Garrow
Lisa Glowacke
Joy Gorham
Kara Groom
Tracy Hemmerle
Sharnakay Johnson
Kathryn Kellogg
Jennifer Kynerd
Lynette Lambert
Jane Langenberg
Kimberly Lewis
Keara Lombardo
Orkisha Mitchell
Michelle Murdza
Joseph Murphy
Kerri Ousley
Kirsten Paulsen
Kelsey Penn
Debra Petters
Melissa Reyes
Victoria Seifried
Christina Sesney
Tami Siciliano
Angela Sloat
Veronica Smith
Darrell Stewart
Ingrid Thomas
Janna Tuzza
Nancy Verdone
Jaclyn Vivello
Ariel White
Nicole White

Approve Paraprofessional(s), EES (Title I Engagement Work) – 11/7/2022 – 30 total hrs. (Title I)

Darlene Blount
Debra Bonak
Rowland Born
Yvonne Gonzalez
Veronica Graves
Julie Irish
Christopher Kara
Martika Maner
Midgalia Sanabria
Leslie Willis

Approve Teacher(s), SHES (Facilitated Lesson Planning) – 11/1/2022 – 2 total hrs. (Title I)

Sasha Barker
Ana Beeman
Kristen Bilodeau
Ruchelle Cabral
Patricia Casson
Dawn Childers
Kelly Gilbert
Jennifer Gompers
Brittany Hovey
Victoria Jaszta
Faith Lancaster
Jaclyn Liss
Veronica Martin
Bryan Nevarez
Devon Pratser
Destiny Richard
Jessica Sheridan
Brittany Smith
Ryan Tierno
Lucy Tucker
Bonnie White

Approve Paraprofessional(s), SES (Title I Engagement Work) – 11/30/2022 – 30 total hrs. (Title I)

Anna Berlew
Kim Barraclough
Carol Fifer

Approve Teacher(s), DSPMS (Title I Compliance Work) – 11/1/2022 – 63 total hrs. (Title I)

Stacy McCalla
Madison Theodore
Ryan Truitt

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

Donald Tompkins

11. Supplements - see attached list(s)

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

\$	2,112,688.40	Instructional
\$	98,735.79	Noninstructional
\$	2,211,424.19	Sub-Total
\$	459,091.66	Benefits (20.76%)
\$	2,670,515.85	Total

INSTRUCTIONAL SUPPLEMENTS/DIFFERENTIATED PAY FOR ADDITIONAL DUTIES 2022/2023

		Board Action 12/13/2022	
Gebhardt, Maria	CHS	Asst. Basketball Coach- Girls	\$ 1,590.75
Hamm, Doreen	CHS	Advanced Degree- Instructional eff. 11/2/22	\$ 1,675.12
Kern, Paul	CHS	Advanced Degree- Instructional eff. 11/15/22	\$ 1,560.91
Cavanaugh, Kasey	DSPMS	Team Leader- Reading	\$ 1,288.00
Curren, Valerie	DSPMS	Team Leader- Science	\$ 1,288.00
Derf, Karen	DSPMS	Team Leader- Language Arts	\$ 1,288.00
Frye, Dena	DSPMS	Basketball Coach- JV Girls	\$ 1,354.50
Frye, Dena	DSPMS	Lunch Duty eff. 11/3/22	\$ 672.22
Howie, Lori	DSPMS	Team Leader- ESE 50%	\$ 644.00
Leasure, Jessie	DSPMS	Team Leader- Electives	\$ 1,288.00
Leonhart, Matthew	DSPMS	Team Leader- Social Studies	\$ 1,288.00
Neal, Lamon	DSPMS	Team Leader- PBIS	\$ 1,288.00
Ratliff, Kirstin	DSPMS	Team Leader- Grade 8	\$ 1,288.00
Saitta, Carolina	DSPMS	Team Leader- SIP	\$ 1,288.00
Sanborn, Robert	DSPMS	Team Leader- Math	\$ 1,288.00
Skinner, Sara	DSPMS	Production Assistant 50% eff. 11/7/22	\$ 491.44
Smith, Kelly	DSPMS	Team Leader- Guidance	\$ 1,288.00
Swiatek, Lauren	DSPMS	Team Leader- MTSS	\$ 1,288.00
Thomas, Dustin	DSPMS	Team Leader- Grade 7	\$ 1,288.00
Truitt, Ryan	DSPMS	Team Leader- Civics	\$ 1,288.00
Weaver, Lindsay	DSPMS	Team Leader- ESE 50%	\$ 644.00
Willis, Tiffany	DSPMS	Team Leader- Grade 6	\$ 1,288.00
Wilson, Victoria	DSPMS	Team Leader- CTE	\$ 1,288.00
White, Erick	FCMS	Head Basketball Coach- Boys	\$ 1,515.15
Bartow, Laura	FES	Team Leader- Kindergarten 50% eff. 11/14/22	\$ 405.36
Saint-Leger, Jonita	NCTHS	High Q Sponsor	\$ 1,080.00
Saint-Leger, Jonita	NCTHS	Deca Sponsor	\$ 1,080.00
Hudson, Lyndell	WHMS	Head Basketball Coach- Girls	\$ 1,515.15
Hughes, William	WWHS	Head Flag Football Coach- Gender Equity	\$ 1,590.75
Medlen, Jennifer	WWHS	Asst. Track Coach- Varsity Girls	\$ 1,590.75
Miller, James	WWHS	Head Basketball Coach- JV Girls	\$ 1,590.75
Mullen, Michael	WWHS	Soccer Coach- Varsity Boys	\$ 2,735.25
Quarto, Michael	WWHS	Asst. Basketball Coach- Girls	\$ 1,590.75
Altimari, Nicholas	WWK8	Basketball Coach- JV Boys	\$ 1,354.50
Palka, Dana	BES	Cancel- Advanced Degree Instructional eff. 11/8/22	\$ (1,624.37)
Chao, Siumey	CHS	Cancel- Lunch Duty eff. 10/31/22	\$ (688.89)
D'Angelo, Jeffrey	DSPMS	Cancel- Basketball Coach Boys	\$ (1,443.00)
Hoyt, Paul	DSPMS	Cancel- Lunch Duty eff. 11/3/22	\$ (672.22)
Wheaton, Susan	DSPMS	Cancel- Production Assistant 50% eff. 11/7/22	\$ (491.44)
O'Banner-Henry, Jermaine	FCMS	Cancel- Athletic Director eff. 10/24/22	\$ (601.94)
Kinsella-Gordon, Grace	FWSHS	Cancel- Dept. Head CTE (4) eff. 11/7/22	\$ (437.42)
Liggett III, Charles	NCTHS	Cancel- Asst. Football Coach Varsity Fall	\$ (1,368.00)
Liggett III, Charles	NCTHS	Cancel- Asst. Football Coach Varsity Spring	\$ (342.00)

		Total From Previous Agenda 11/22/22	\$ 2,076,356.33
		Total Instructional Supplement/Differentiated Pay	\$2,112,688.40

NONINSTRUCTIONAL, PROFESSIONAL/TECHNICAL & ADMINISTRATIVE SUPPLEMENTS 2022/2023

Board Action 12/13/2022

Rayford, Shauna	FCMS	School Health Professional- CNA eff. 11/7/22	\$ 1,132.89
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		Total From Previous Agenda 11/22/22	\$ 97,602.90
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		Total Noninstructional/PTS/Adm. Supplements	\$ 98,735.79
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Hernando School District

School Board Regular Meeting

Agenda Item # 12. 23-1039

12/13/2022

Title and Board Action Requested

Approve out of state field trip for Corinne Keiper, WWHS Class of 2023 sponsor, to Washington, DC to attend the 2023 Senior Class trip with a date range March 27, 2023 through April 5, 2023 due to availability of airlines.

Executive Summary

The Principal of Weeki Wachee High School, on behalf of the Superintendent of Schools, hereby requests the Board approve an out of state Field Trip to Washington, D.C. for the Senior Class of 2023. If permitted, the students will travel with Nature Coast Technical High School as our guide. Students will visit the following sites: Arlington National Cemetery, US Capitol Building, the National Mall, Smithsonian Museum, Library of Congress, US National Holocaust Museum, US African American Museum, and George Washington's Estate Home.

My Contact

Corinne Keiper, Class of 2023 Sponsor
352-797-7029

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is \$1,114 per person, 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.

Complete Section A or B; and C

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

A. Item Currently Budgeted -

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

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

B. Item Currently Not Budgeted -**

Funding Source	Student Self Pay					
Account Name	Senior Account					
Account Number	802	9800	331	0391	922	2113
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ 22,500					

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. 23-1031

12/13/2022

Title and Board Action Requested

Approve Fiscal Year 2022-2023 Budget Amendment No. 1 for Quarter Ending Sept. 30, 2022

Executive Summary

The Director of Budget, on behalf of the Superintendent of Schools, hereby requests the Board's approval for Fiscal Year 2022-2023 Budget Amendment No. 1 for Quarter Ending September 30, 2022.

Section 1011.06, Florida Statutes, requires that amendments to the original budget be brought to the Board for approval.

Attached is the first budget amendment for Fiscal Year 2022-2023 for Quarter Ending September 30, 2022. This amendment is certified to be correct by the Finance Department.

- **General Fund**

Estimated revenues were adjusted for collections received during the quarter. Miscellaneous Federal through State increased \$1,650 for revenue received in student funds for Simpson Technical College. In Local Sources, rental income increased by \$7,385. Interest income increased by \$61,454 and Donation income increased \$1,645. Our Adult Education program income increased \$90,603.

Miscellaneous Local Revenue increased \$104,684. This included \$9,927 received from NEFEC for interest earned in our risk management program, \$3,900 received from YMCA, \$7,493 received from fingerprint charges, \$14,700 from the Early Learning Coalition for our VPK program, \$35,355 in Use of Facilities revenue, \$4,235 from the State Personnel Development Grant, \$3,003 in lost/damaged textbook reimbursement, and \$22,911 in revenue earned by our Printing department.

Appropriations were amended to reflect the project carry-forward budgets from 2021-2022 that rolled into 2022-2023 totaling \$11,618,635. Purchase Orders for maintenance, transportation and TIS totaling \$783,165 were closed on June 30, 2022, and re-opened in July 2022. Additional budget was released from the reserve in the amount of \$12,447 for tools for the Transportation department, \$19,500 for Start Up Studio, \$8,000 for public records software, \$149,808 for SRO contract and \$125,000 for WWK8 portables. Budget in the amount of \$60,000 was appropriated for Transportation contracted repair services.

Ending fund balance is estimated at \$30,782,395 or 14.54% of General Fund revenues and includes reserves (non-spendable) for inventory in the amount of \$1,220,315, the (Assigned) for Health Insurance Rebates/Profit Sharing/Wellness and the reserve for Maintenance/Facilities/Safety and FEFP FTE adjustment and the reserve for New School costs total \$11,602,359 or 5.48% leaving a remaining projected Unassigned Ending Fund Balance of \$17,959,721 or 8.49% of General Fund revenues.

• **Debt Service:**

There were no adjustments to estimated Revenues or Appropriations for the first quarter.

• **Capital Projects:**

There were no adjustments to Capital Project revenue for the first quarter.

Appropriations increased \$20,283,501 for the 2021-2022 purchase orders that carried forward into 2022-2023 and \$4,766,250 for 2021-2022 unencumbered projects that carried forward. New appropriations were added totaling \$2,633,930 for the following projects that were Board approved between 7/1/22 - 9/30/22:

Master Planning & Land Purchase	\$155,000
Transportation Equipment	\$ 33,568
Transportation Buses	\$159,621
HHS Field House Project	\$507,722
Generators	\$359,740
Records Storage Building	\$568,279
Master Plan for SHS	\$ 50,000
Maintenance Operating Capital	\$800,000

• **Food Service:**

Revenues increased by \$488,368 due to the receipt of the Share Our Strength/No Kid Hungry Grant.

Appropriations increased by the same \$488,368 based on the allocated increases associated with this grant. Appropriations increased by \$352,484 for the 2021-2022 carry-forward projects and by \$334,073 for the new Cooler/Freezer construction at Westside Elementary and Eastside Elementary.

• **Special Revenue:**

Revenues increased by \$2,793,884 due to the receipt of the following roll forward and new 2022-2023 grants as follows:

Vocational Education Acts	\$ 25,000
Workforce Innovation & Opportunity Act	\$100,736
Title IV Grant	\$453,658
IDEA Part B K-12	\$1,374,564
IDEA Part B Pre-K	\$ 83,932
Fl Charter School Program (BEST)	\$421,594
UniSig School Improvement Grant	\$334,400

Appropriations were moved between objects to reflect normal operational activity for the quarter as outlined in the individual grant applications.

• **Special Revenue ESSER I:**

Revenues decreased by \$97,360 due to the close of the Data Informed Support grant, B.E.S.T. High Quality Curriculum grant and Instructional Continuity Plan grant.

Appropriations unspent with these grants were closed as well.

- **Special Revenue GEER I:**

Revenues decreased by \$242,303 due to the close of the GEER Summer Recovery grant, Civics Literacy grant and Adult Education grant.

Appropriations associated with the grants were closed as well.

- **Special Revenue ESSER II:**

Notification was received during the summer months regarding the State decision to close the “CRRSA” (Coronavirus Response and Relief Supplemental Appropriations) ESSER II - Academic Acceleration grant and “CRRSA” ESSER II Non-Enrollment Assistance grant. The State is in the process of reallocating it to Districts for a different purpose. The grant applications are due to be submitted in November 2022 and is for the full amount that was pulled back. The new grants will be repurposed for extended learning (after school, weekend, and summer academic and/or extracurricular learning). The new grants will run until September 30, 2023.

Revenues and Appropriations were reduced in the amount of \$2,166,865 due to the closure of these grants.

- **Special Revenue ESSER III:**

There were no changes in the Revenue associated with this grant.

Appropriations were moved between objects to reflect normal operational activity for the quarter as outlined in the individual grant applications and/or grant amendment.

- **Special Revenue - American Rescue Plan/Homeless Children & Youth:**

There were no adjustments to estimated Revenues or Appropriations for the first quarter.

My Contact

Kendra L. Sittig
Director of Budget
(352) 797-7004 x418

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

As per Budget Amendment Detail

THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
2022-2023 BUDGET
GENERAL FUND

Fund Balances - June 30, 2023

Beginning Fund Balance - July 1, 2022		\$ 42,802,188
Fiscal Year 2022-2023 Estimated Revenues		
Federal	\$ 900,650	
State	133,473,606	
Local	77,274,288	
Other Financing Sources	2,379,726	
Total Estimated Revenues	\$ 214,028,271	
Fiscal Year 2022-2023 Appropriations		
Expenditures	\$ 224,786,607	
Other Financing Uses	1,261,457	
Total Appropriations	\$ 226,048,064	
Excess / (Deficiency) of Revenues over Appropriations		(12,019,793)
Ending Fund Balance - June 30, 2023		\$ 30,782,395

Analysis of Ending Funds Balance - June 30, 2023		As a % of Revenue
Nonspendable:		
Inventory	\$ 1,220,315	0.58%
Restricted:		
Assigned:		
Health Insurance Rebates/Profit Sharing/Wellness	3,025,574	1.43%
<i>2021-2022 Reserve for New School</i>	1,000,000	0.47%
2020-2021 Maint/Facilities/Safety/Other Dept Reserve	2,676,785	1.26%
FEFP/ FTE Adjustment (200 students)	4,900,000	2.32%
Unassigned	17,959,721	8.49%
	\$ 30,782,395	14.54%

↓ 13.97%

The School Board of Hernando County, Florida
 Finance Department
 Resolution to Amend District School Budget
 Fiscal Year 2022-2023

General Fund - Budget Amendment #1
Executive Summary

General Fund Budget Amendment #1 is for the fiscal period ending **September 30, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (pages 3-5).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Direct Sources	\$ -	
Federal Through State and Local Sources	\$ 1,650	
State Sources		
Local Sources	\$ 265,760	
Other Financing Sources	\$ 75,071	
Net Change in Estimated Revenue	\$ 342,481	
Appropriations Changes (by Function):		
5000 Instruction	\$ 4,684,366	
6100 Pupil Personnel Services	\$ 446,432	
6200 Instructional Media Services	\$ 722,806	
6300 Instruction and Curriculum Development Services	\$ 590,993	
6400 Instructional Staff Training Services	\$ 144,926	
6500 Instruction Related Technology	\$ 230,914	
7100 Board	\$ 64,976	
7200 General Administration		\$ 151,966
7300 School Administration	\$ 376,166	
7400 Facilities Acquisition and Construction	\$ 563,582	
7500 Fiscal Services	\$ 33,510	
7600 Food Service	\$ 52,610	
7700 Central Services	\$ 251,981	
7800 Pupil Transportation Services	\$ 955,187	
7900 Operation of Plant	\$ 2,451,483	
8100 Maintenance of Plant	\$ 60,941	
8200 Administrative Technology Services	\$ 1,521,650	
9100 Community Services	\$ 4,131	
9700 Transfers:		
0920 Transfers to Debt Service Fund	\$ -	
0940 Transfers to Special Revenue Funds		
Net Change in Appropriations	\$ 13,004,688	

Fund Balance Changes:	Increase (Decrease)
Fund Balance - July 1, 2022	\$ 43,444,602
Increase (decrease) in Estimated Revenues	342,481
(Increase) decrease in Appropriations	(13,004,688)
Fund Balance - September 30, 2022	\$ 30,782,395

The School Board of Hernando County, Florida
 General Fund
 Budget Amendment #1
 Summary by Function and Object
 Fiscal Year 2022-2023

	<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
ESTIMATED REVENUE					
FEDERAL DIRECT SOURCES:					
3191 RESERVE OFFICERS TRAINING CORPS (ROTC)	199,000	199,000			199,000
3199 MISCELLANEOUS FEDERAL DIRECT	-	-	-	-	-
TOTAL FEDERAL DIRECT SOURCES	<u>199,000</u>	<u>199,000</u>	<u>-</u>	<u>-</u>	<u>199,000</u>
FEDERAL THROUGH STATE AND LOCAL SOURCES:					
3202 MEDICAID	700,000	700,000			700,000
3299 MISCELLANEOUS FEDER THROUGH STATE AND LOCAL	-	-	1,650	-	1,650
TOTAL FEDERAL THROUGH STATE AND LOCAL SOURCES	<u>700,000</u>	<u>700,000</u>	<u>1,650</u>	<u>-</u>	<u>701,650</u>
STATE SOURCES:					
3310 FLORIDA EDUCATION FINANCE PROGRAM (FEFP)	108,242,954	108,242,954		0	108,242,954
3315 WORKFORCE DEVELOPMENT	586,986	586,986			586,986
3317 WORKFORCE EDUCATION PERFORMANCE INCENTIVE	-	-			-
3323 CO & DS WITHHELD FOR ADMINISTRATIVE EXPENSE	-	-			-
3343 STATE LICENSE TAX	85,000	85,000			85,000
3355 CLASS SIZE REDUCTION OPERATING FUNDS	24,198,093	24,198,093			24,198,093
3361 SCHOOL RECOGNITION FUNDS	-	-			-
3372 EXCELLENT TEACHING PROGRAM	341,573	341,573			341,573
3399 OTHER MISCELLANEOUS STATE REVENUE	19,000	19,000	-	-	19,000
TOTAL STATE SOURCES	<u>133,473,607</u>	<u>133,473,607</u>	<u>-</u>	<u>0</u>	<u>133,473,606</u>
LOCAL SOURCES:					
3411 DISTRICT SCHOOL TAX	74,675,941	74,675,941			74,675,941
3421 TAX REDEMPTION	20,000	20,000			20,000
3425/26 RENT	99,500	99,500	7,385		106,885
3429 OTHER FEES	-	-			-
3430 INTEREST, INCLUDING PROFIT ON INVESTMENT	50,000	50,000	61,454		111,454
3440 GIFTS, GRANTS, AND BEQUESTS	-	-	1,645		1,645
3461 ADULT GENERAL EDUCATION COURSE FEES	-	-	15,173		15,173
3462 FINANCIAL AID FEES FEFP COURSE	-	-	3,380		3,380
3466 LIFELONG LEARNING FEES	-	-			-
3467 GED TESTING FEES	-	-	420		420
3468 VOC/AE FINANCIAL AID FEES	-	-	71,620		71,620
3490 MISCELLANEOUS LOCAL REVENUE	2,163,087	2,163,087	104,684	-	2,267,771
TOTAL LOCAL SOURCES:	<u>77,008,528</u>	<u>77,008,528</u>	<u>265,760</u>	<u>-</u>	<u>77,274,288</u>
OTHER FINANCING SOURCES:					
3740 LOSS RECOVERIES	-	-	2,655		2,655
3630 TRANSFERS IN FOR CHARTER SCHOOL	159,805	159,805	72,416	-	232,221
3630 TRANSFERS IN FROM CAPITAL PROJECTS FUNDS	2,144,850	2,144,850			2,144,850
TOTAL OTHER FINANCING SOURCES:	<u>2,304,655</u>	<u>2,304,655</u>	<u>75,071</u>	<u>-</u>	<u>2,379,726</u>
TOTAL REVENUES AND OTHER FINANCING SOURCES	213,685,790	213,685,790	342,481	0	214,028,271
BEGINNING FUND BALANCE	42,802,188	42,802,188	-	-	42,802,188
TOTAL ESTIMATED REVENUE	<u>256,487,978</u>	<u>256,487,978</u>	<u>342,481</u>	<u>0</u>	<u>256,830,459</u>
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			<u>342,481</u>		

APPROPRIATIONS BY FUNCTION AND OBJECT

EXPENDITURES:

5000 INSTRUCTION					
100 - SALARIES	90,839,856	90,839,856		2,761,604	88,078,252
200 - BENEFITS	24,205,419	24,205,419	615,309		24,820,728
300 - PURCHASED SERVICES	6,386,569	6,386,569	1,622,509		8,009,078
500 - MATERIALS AND SUPPLIES	10,516,646	10,516,646	4,653,700		15,170,346
600 - CAPITAL OUTLAY	64,074	64,074	348,270		412,344
700 - OTHER EXPENSES	346,882	346,882	206,181		553,063
6100 PUPIL PERSONNEL SERVICES					
100 - SALARIES	6,386,974	6,386,974	226,817		6,613,791
200 - BENEFITS	2,145,670	2,145,670	49,239		2,194,909
300 - PURCHASED SERVICES	39,886	39,886	25,769		65,655
500 - MATERIALS AND SUPPLIES	3,973,438	3,973,438	134,953		4,108,391
600 - CAPITAL OUTLAY	-	-	8,162		8,162
700 - OTHER EXPENSES	8,489	8,489	1,493		9,982
6200 INSTRUCTIONAL MEDIA SERVICES					

The School Board of Hernando County, Florida
 General Fund
 Budget Amendment #1
 Summary by Function and Object
 Fiscal Year 2022-2023

	Original Budget <u>2022-2023</u>	Current Budget <u>2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	Amended Budget <u>2022-2023</u>
100 - SALARIES	793,438	793,438	339,736		1,133,173
200 - BENEFITS	274,661	274,661	106,773		381,434
300 - PURCHASED SERVICES	180,396	180,396	54,049		234,445
500 - MATERIALS AND SUPPLIES	10,280	10,280	4,193		14,473
600 - CAPITAL OUTLAY	4,368	4,368	216,895		221,263
700 - OTHER EXPENSES	4,640	4,640	1,160		5,800
6300 INSTRUCTION AND CURRICULUM DEVELOPMENT					
100 - SALARIES	1,949,599	1,949,599	418,651		2,368,249
200 - BENEFITS	633,688	633,688	103,835		737,523
300 - PURCHASED SERVICES	169,200	169,200	69,202		238,402
500 - MATERIALS AND SUPPLIES	53,240	53,240		8,181	45,059
600 - CAPITAL OUTLAY	20,240	20,240	6,886		27,126
700 - OTHER EXPENSES	2,400	2,400	600		3,000
6400 INSTRUCTIONAL STAFF TRAINING					
100 - SALARIES	485,101	485,101	27,429		512,530
200 - BENEFITS	151,515	151,515	89,799		241,313
300 - PURCHASED SERVICES	21,720	21,720	15,945		37,665
500 - MATERIALS AND SUPPLIES	4,320	4,320	6,119		10,439
700 - OTHER EXPENSES	2,400	2,400	5,635		8,035
6500 INSTRUCTION RELATED TECHNOLOGY					
100 - SALARIES	347,960	347,960	173,146		521,106
200 - BENEFITS	152,374	152,374	54,143		206,517
300 - PURCHASED SERVICES	-	-	3,625		3,625
500 - MATERIALS AND SUPPLIES	-	-			-
7100 BOARD					
100 - SALARIES	249,083	249,083	407		249,490
200 - BENEFITS	168,636	168,636	84		168,720
300 - PURCHASED SERVICES	228,320	228,320	57,080		285,400
500 - MATERIALS AND SUPPLIES	2,184	2,184	1,197		3,381
700 - OTHER EXPENSES	24,832	24,832	6,208		31,040
7200 GENERAL ADMINISTRATION					
100 - SALARIES	1,386,498	1,386,498	56,596		1,443,094
200 - BENEFITS	377,332	377,332	73,724		451,056
300 - PURCHASED SERVICES	81,410	81,410	140,956		222,366
500 - MATERIALS AND SUPPLIES	495,136	495,136		445,486	49,650
600 - CAPITAL OUTLAY	2,400	2,400	735		3,135
700 - OTHER EXPENSES	52,040	52,040	21,510		73,550
7300 SCHOOL ADMINISTRATION					
100 - SALARIES	10,212,279	10,212,279	191,253		10,403,532
200 - BENEFITS	3,280,958	3,280,958	52,076		3,333,034
300 - PURCHASED SERVICES	3,189	3,189	34,682		37,871
500 - MATERIALS AND SUPPLIES	110,888	110,888	75,398		186,287
600 - CAPITAL OUTLAY	1,200	1,200	15,469		16,669
700 - OTHER EXPENSES	19,360	19,360	7,287		26,647

APPROPRIATIONS BY FUNCTION AND OBJECT

EXPENDITURES:

7400 FACILITIES, ACQUISITION, AND CONSTRUCTION					
100 - SALARIES	450,102	450,102	80,769		530,870
200 - BENEFITS	139,978	139,978	27,531		167,508
300 - PURCHASED SERVICES	8,000	8,000	219,922		227,922
500 - MATERIALS AND SUPPLIES	-	-	500		500
600 - CAPITAL OUTLAY	3,600	3,600	1,939		5,539
700 - OTHER EXPENSES	-	-	232,921		232,921
7500 FISCAL SERVICES					
100 - SALARIES	597,240	597,240		24,933	572,307
200 - BENEFITS	183,962	183,962		10,722	173,240
300 - PURCHASED SERVICES	144,810	144,810	93,531		238,341
500 - MATERIALS AND SUPPLIES	8,184	8,184	7,046		15,230
600 - CAPITAL OUTLAY	40,911	40,911		40,671	240
700 - OTHER EXPENSES	25,146	25,146	9,258		34,404
7600 FOOD SERVICES					
100 - SALARIES	-	-	43,715		43,715
200 - BENEFITS	-	-	8,895		8,895
700 - OTHER EXPENSES	-	-			-
7700 CENTRAL SERVICES					
100 - SALARIES	1,561,029	1,561,029	135,565		1,696,595
200 - BENEFITS	493,625	493,625	50,897		544,522

The School Board of Hernando County, Florida
 General Fund
 Budget Amendment #1
 Summary by Function and Object
 Fiscal Year 2022-2023

	<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
300 - PURCHASED SERVICES	958,615	958,615	88,369		1,046,984
500 - MATERIALS AND SUPPLIES	217,582	217,582		53,419	164,163
600 - CAPITAL OUTLAY	9,511	9,511	7,642		17,153
700 - OTHER EXPENSES	68,571	68,571	22,927		91,497
7800 PUPIL TRANSPORTATION SERVICES					
100 - SALARIES	4,240,486	4,240,486	143,031		4,383,517
200 - BENEFITS	1,555,103	1,555,103	23,021		1,578,124
300 - PURCHASED SERVICES	458,880	458,880	254,212		713,092
400 - ENERGY SERVICES	1,332,800	1,332,800	336,712		1,669,512
500 - MATERIALS AND SUPPLIES	641,360	641,360	172,656		814,016
600 - CAPITAL OUTLAY	96,000	96,000	24,419		120,419
700 - OTHER EXPENSES	208	208	1,136		1,344
7900 OPERATION OF PLANT					
100 - SALARIES	7,051,918	7,051,918	138,125		7,190,043
200 - BENEFITS	2,286,856	2,286,856	39,633		2,326,489
300 - PURCHASED SERVICES	4,168,312	4,168,312	1,429,923		5,598,235
400 - ENERGY SERVICES	5,275,480	5,275,480	134		5,275,614
500 - MATERIALS AND SUPPLIES	605,859	605,859	134,862		740,721
600 - CAPITAL OUTLAY	194,421	194,421	703,542		897,963
700 - OTHER EXPENSES	173,320	173,320	5,265		178,585
8100 MAINTENANCE OF PLANT					
100 - SALARIES	2,745,289	2,745,289	29,706		2,774,995
200 - BENEFITS	971,905	971,905	6,862		978,767
300 - PURCHASED SERVICES	1,023,614	1,023,614	200,203		1,223,817
400 - ENERGY SERVICES	177,600	177,600	45,284		222,884
500 - MATERIALS AND SUPPLIES	1,801,953	1,801,953		1,076,705	725,248
600 - CAPITAL OUTLAY	818,080	818,080	855,471		1,673,551
700 - OTHER EXPENSES	3,280	3,280	120		3,400
8200 ADMINISTRATIVE TECHNOLOGY					
100 - SALARIES	1,323,103	1,323,103	195,779		1,518,882
200 - BENEFITS	429,823	429,823	58,492		488,315
300 - PURCHASED SERVICES	367,212	367,212	224,461		591,674
500 - MATERIALS AND SUPPLIES	43,760	43,760	10,871		54,631
600 - CAPITAL OUTLAY	2,196,765	2,196,765	1,031,837		3,228,601
700 - OTHER EXPENSES	840	840	210		1,050
9100 COMMUNITY SERVICES					
300 - PURCHASED SERVICES	14,220	14,220	3,555		17,775
500 - MATERIALS AND SUPPLIES	1,420	1,420	576		1,996
700 - OTHER EXPENSES	-	-	-		-
CAPITAL OUTLAY					
7420 FACILITIES, ACQUISITION AND CONSTRUCTION	-	-	-	-	-
9300 OTHER CAPITAL OUTLAY	-	-	-	-	-
TOTAL EXPENDITURES	<u>211,781,919</u>	<u>211,781,919</u>	<u>17,426,409</u>	<u>4,421,721</u>	<u>224,786,607</u>
APPROPRIATIONS BY FUNCTION AND OBJECT					
OTHER FINANCING USES					
9700 TRANSFERS OUT					
0920 - TRANSFERS TO DEBT SERVICE FUND	1,261,457	1,261,457			1,261,457
0940 - TRANSFERS TO SPECIAL REVENUE FUNDS	-	-			-
TOTAL OTHER FINANCING USES	<u>1,261,457</u>	<u>1,261,457</u>	<u>-</u>	<u>-</u>	<u>1,261,457</u>
TOTAL EXPENDITURES AND OTHER FINANCING USES	213,043,376	213,043,376	17,426,409	4,421,721	226,048,064
TOTAL ENDING FUND BALANCE	<u>43,444,602</u>	<u>43,444,602</u>	<u>-</u>	<u>12,662,207</u>	<u>30,782,395</u>
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	<u>256,487,978</u>	<u>256,487,978</u>	<u>17,426,409</u>	<u>17,083,928</u>	<u>256,830,459</u>
NET INCREASE (DECREASE) IN APPROPRIATIONS			<u>342,481</u>		

The School Board of Hernando County, Florida
 Finance Department
 Resolution to Amend District School Budget
 Fiscal Year 2022-2023

Debt Service Funds - Budget Amendment #1
Executive Summary

Debt Service Funds Budget Amendment #1 is for the fiscal period ending **September 30, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. Additional detail by object is attached (page 2) for further reference.

	Increase	Decrease
Estimated Revenue Changes:		
State Sources	\$ -	
Local Sources	-	
Other Financing Sources:		
Transfers In		
Issuance of Bonds		
Fund Balance Beginning		
Net Change in Estimated Revenue	-	
Appropriations Changes (by Function and Object):		
Function 9200 - Debt Service:		
710 Principal		
720 Interest	\$ -	
730 Dues and Fees		
760 Payments to Refunded Bond Escrow		
Function 9700 - Transfers:		
910 Transfers to General Fund		
Net Change in Appropriations		\$ -

	Increase (Decrease)
Fund Balance Changes:	
Fund Balance - July 1, 2022	\$ 7,275,037
Increase (decrease) in Estimated Revenues	-
(Increase) decrease in Appropriations	-
Fund Balance - September 30, 2022	\$ 7,275,037

The School Board of Hernando County, Florida
Debt Service Funds
Budget Amendment #1
Summary by Object
Fiscal Year 2022-2023

	<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
ESTIMATED REVENUE					
STATE SOURCES					
3322 CO & DS WITHHELD	180,000	180,000			180,000
3326 SBE/COBI BOND INTEREST	38,320	38,320			38,320
3341 RACING COMMISSION FUNDS	210,100	210,100			210,100
TOTAL STATE SOURCES	<u>428,420</u>	<u>428,420</u>	-	-	<u>428,420</u>
LOCAL SOURCES:					
3430 INTEREST	-	-			-
3433 NET INCREASE (DECREASE) IN FMV OF INVESTMENTS	-	-	-	-	-
TOTAL LOCAL SOURCES:	<u>-</u>	<u>-</u>	-	-	-
OTHER FINANCING SOURCES:					
3630 TRANSFER IN FROM GENERAL	1,261,457	1,261,457			1,261,457
3630 TRANSFER IN FROM CAPITAL	8,252,664	8,252,664			8,252,664
3792 PREMIUM ON REFUNDING BONDS	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES:	<u>9,514,121</u>	<u>9,514,121</u>	-	-	<u>9,514,121</u>
BEGINNING FUND BALANCE	<u>7,275,037</u>	<u>7,275,037</u>	-	-	<u>7,275,037</u>
TOTAL ESTIMATED REVENUE	<u>17,217,578</u>	<u>17,217,578</u>	-	-	<u>17,217,578</u>
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			<u>-</u>		
APPROPRIATIONS					
EXPENDITURES:					
9200 DEBT SERVICE					
710 REDEMPTION OF PRINCIPAL	6,166,953	6,166,953			6,166,953
720 INTEREST	3,754,088	3,754,088			3,754,088
730 DUES AND FEES	21,500	21,500			21,500
950 INTERFUND TRANSFER	-	-	-	-	-
TOTAL EXPENDITURES	<u>9,942,541</u>	<u>9,942,541</u>	-	-	<u>9,942,541</u>
ENDING FUND BALANCE	<u>7,275,037</u>	<u>7,275,037</u>	-	-	<u>7,275,037</u>
TOTAL APPROPRIATIONS	<u>17,217,578</u>	<u>17,217,578</u>	-	-	<u>17,217,578</u>
NET INCREASE (DECREASE) IN APPROPRIATIONS			<u>-</u>		

The School Board of Hernando County, Florida
 Finance Department
 Resolution to Amend District School Budget
 Fiscal Year 2022-2023

Capital Projects Funds - Budget Amendment #1
Executive Summary

Capital Projects Funds Budget Amendment #1 is for the fiscal period ending **September 30, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
State Sources	\$ -	
Local Sources	-	
Other Financing Sources:		
Premium on Bonds		
Net Change in Estimated Revenue	\$ -	
Appropriations Changes (by Function and Object):		
Function 7400 - Facilities Acquisition and Construction:		
310 Prof/Tech Services		
369 Technology Rentals		
394/794 Charter School Safety Grant	\$ 3,200	
630 Building & Fixed Equipment	\$ 605,264	
640 Furniture, Fixtures, & Equipment	\$ 1,906,204	
650 Motor Vehicles	\$ 1,464,310	
660 Land	\$ 165,000	
670 Improvements Other Than Buildings	\$ 2,742,721	
680 Remodeling & Renovation	\$ 20,101,552	
690 Computer Software		\$ 59,786
Function 9200 - Debt Service:		
730 Dues and Fees		
Other Financing Uses:		
000 Transfer to Charter School	\$ 72,416	
910 Transfers to General Fund		
920 Transfers to Debt Service Funds		
Net Change in Appropriations	\$ 27,000,882	

Fund Balance Changes:	Increase (Decrease)
Beginning Fund Balance - July 1, 2022	\$ 71,232,084
Increase (decrease) in Estimated Revenues	-
(Increase) decrease in Project Appropriations	(27,000,882)
Reserved for Future School Projects - September 30, 2022	\$ 44,231,202

The School Board of Hernando County, Florida
 Capital Projects Funds
 Budget Amendment #1
 Summary by Object
 Fiscal Year 2022-2023

	<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
ESTIMATED REVENUE					
STATE SOURCES:					
3321 CO & DS DISTRIBUTED	215,000	215,000			215,000
3325 CO & DS INTEREST	-	-			-
3391 PUBLIC EDUCATION CAPITAL OUTLAY (PECO)	8,444,787	8,444,787			8,444,787
3397 CHARTER SCHOOL CLASS SIZE REDUCTION TRANSFER	173,252	173,252			173,252
3390 MISCELLANEOUS STATE REVENUE	250,000	250,000	-	-	250,000
TOTAL STATE SOURCES	<u>9,083,039</u>	<u>9,083,039</u>	-	-	<u>9,083,039</u>
LOCAL SOURCES:					
3413 LOCAL AD VALOREM TAXES	22,291,326	22,291,326			22,291,326
3419 SCHOOL DISTRICT LOCAL SALES TAX	14,000,000	14,000,000			14,000,000
3421 TAX REDEMPTIONS	5,000	5,000			5,000
3430 INTEREST	34,150	34,150			34,150
3496 IMPACT FEES	6,100,000	6,100,000			6,100,000
3497 REFUND OF PRIOR YEAR EXPENSE	-	-			-
TOTAL LOCAL SOURCES:	<u>42,430,476</u>	<u>42,430,476</u>	-	-	<u>42,430,476</u>
TOTAL REVENUES AND OTHER FINANCING SOURCES (NET)	51,513,515	51,513,515	-	-	51,513,515
AUDIT ADJUSTMENT	-	-			-
BEGINNING FUND BALANCE	55,688,203	55,688,203	-	-	55,688,203
TOTAL ESTIMATED REVENUE	<u>107,201,718</u>	<u>107,201,718</u>	-	-	<u>107,201,718</u>
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			<u>-</u>		
APPROPRIATIONS					
EXPENDITURES:					
7400 FACILITIES, ACQUISITION, AND CONSTRUCTION					
310 PROFESSIONAL/TECHNICAL SERVICES	-	-			-
394/7 CHARTER SCHOOL SAFETY GRANT	-	-	3,200		3,200
369 TECHNOLOGY RENTALS	-	-			-
630 BUILDINGS & FIXED EQUIPMENT	8,444,787	8,444,787	605,264		9,050,051
640 FURNITURE, FIXTURES, & EQUIPMENT	657,528	657,528	1,906,204		2,563,732
650 MOTOR VEHICLES	1,000,000	1,000,000	1,464,310		2,464,310
660 LAND	-	-	165,000		165,000
670 IMPROVEMENTS OTHER THAN BUILDINGS	730,000	730,000	2,742,721		3,472,721
680 REMODELING & RENOVATION	14,030,000	14,030,000	20,101,552		34,131,552
690 COMPUTER SOFTWARE	550,000	550,000		59,786	490,214
9200 DEBT SERVICE					
730 DUES AND FEES	-	-			-
TOTAL EXPENDITURES	<u>25,412,315</u>	<u>25,412,315</u>	<u>26,988,252</u>	<u>59,786</u>	<u>52,340,781</u>
OTHER FINANCING USES					
9700 TRANSFERS					
000 TRANSFER TO CHARTER SCHOOLS	159,805	159,805	72,416		232,221
910 TRANSFERS TO GENERAL FUND	2,144,850	2,144,850			2,144,850
920 TRANSFERS TO DEBT SERVICE FUNDS	8,252,664	8,252,664			8,252,664
TOTAL OTHER FINANCING USES	<u>10,557,319</u>	<u>10,557,319</u>	<u>72,416</u>	<u>-</u>	<u>10,629,735</u>
TOTAL EXPENDITURES AND OTHER FINANCING USES (NET)	35,969,634	35,969,634	27,060,668	59,786	62,970,516
TOTAL ENDING FUND BALANCE	<u>71,232,084</u>	<u>71,232,084</u>	-	27,000,882	<u>44,231,202</u>
TOTAL APPROPRIATIONS AND ENDING FUND BALANCE	<u>107,201,718</u>	<u>107,201,718</u>	<u>27,060,668</u>	<u>27,060,668</u>	<u>107,201,718</u>
NET INCREASE (DECREASE) IN APPROPRIATIONS			<u>-</u>		

The School Board of Hernando County, Florida
 Capital Projects Funds
 Budget Amendment #1
 Summary by Project
 Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
Appropriations by Project:						
Other Schools:						
44XX	GCA, GCMS, BEST (Charter Schools - PECO)	159,805	159,805	72,416		232,221
Other Schools Total		159,805	159,805	72,416	-	232,221
Other Projects:						
00100	Tax Refunds	5,000	5,000			5,000
13200	New Vo-Tech School	8,444,787	8,444,787	605,264		9,050,051
28000	Impact Fees - Admin Fees	-	-	3,100		3,100
M2055	NCTHS Criminal Justice Program	200,000	200,000			200,000
M2060	Countywide Land Acquisitions	-	-	165,000		165,000
Multi	Half-Cent Sales Tax Projects	14,555,000	14,755,000	9,156,435		23,911,435
Other Projects Total		23,204,787	23,404,787	9,929,799	-	33,334,586
Transfers:						
00100	Equipment Transfer (Debt Services)	8,252,664	8,252,664			8,252,664
00100	Transfer to General Fund	2,144,850	2,144,850			2,144,850
Transfers Total		10,397,514	10,397,514	-	-	10,397,514
Facilities/Maintenance Projects:						
M2000	District Wide Building Maintenance	-	-	82,824		82,824
M2010	District Wide HVAC	-	-	38,261		38,261
M2030	District Wide Paving	-	-			-
M2040	District Wide Painting	-	-	84,064		84,064
M2050	District Wide Fire - Safety	-	-	594,626		594,626
M2053	District Wide Safety - CW Safety SB 7026 (2020-2023)	-	-	262,029		262,029
M2054	District Wide Safety - CW Safety SB 7026 (2021-2024)	-	-	329,621		329,621
M2090	District Wide Reroofing	-	-			-
M2100	District Wide Floor Coverings	-	-	97,774		97,774
M2130	District Wide Theaters/Stage Upgrades	-	-	18,149		18,149
M2170	District Wide Generators	-	-	388,390		388,390
M2190	District Wide Lighting	-	-	110,339		110,339
M2230	Countywide Site/Ground Improvements	-	-	10,155,714		10,155,714
M2340	District Wide Building Improvements	-	-	1,044,353		1,044,353
M3130	District Wide Building Improvements - HHS	-	-			-
Facilities/Maintenance Projects Total		-	-	13,206,144	-	13,206,144
Equipment Purchases:						
01500	Athletic Safety Equipment	65,000	65,000			65,000
M0970	Portables	-	-	305,542		305,542
M2070	Band/Chorus	25,000	25,000			25,000
M2380	Countywide Custodial Equipment Repair	30,000	30,000			30,000
M2070	Maintenance Equipment Purchases	-	-	53,472		53,472
M2070	Countywide Equipment Purchases	-	-	1,723,585		1,723,585
M2070-73010	Countywide Equipment Purchases - Copiers	537,528	537,528			537,528
Equipment Purchases Total		657,528	657,528	2,082,599	-	2,740,127
Transportation:						
52500/M5250	Transportation Vehicles	1,000,000	1,000,000	1,464,310		2,464,310
Safety & Security Total		1,000,000	1,000,000	1,464,310	-	2,464,310
Technology:						
45500/M45500	New Enterprise System - Skyward	450,000	450,000			450,000
45700	Public School Technology	100,000	100,000	45,614		145,614
49500	SW Renewals	-	-			-
Technology Total		550,000	550,000	45,614	-	595,614
TOTAL APPROPRIATIONS		35,969,634	36,169,634	26,800,882	-	62,970,516
Ending Fund Balance		71,232,084	71,232,084	-	26,800,882	44,231,202
Total Appropriations and Ending Fund Balance		107,201,718	107,401,719	-	-	107,201,718
NET INCREASE (DECREASE) IN APPROPRIATIONS				-		

The School Board of Hernando County, Florida
 Finance Department
 Resolution to Amend District School Budget
 Fiscal Year 2022-2023

Food Service Fund - Budget Amendment #1
Executive Summary

Food Service Fund Budget Amendment #1 is for the fiscal period ending **September 30, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. Additional detail by object is attached (page 2) for further reference.

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources	488,368	
State Sources	-	
Local Sources	13,505	
Other Financing Sources:		
Transfers in from General Fund	-	-
Net Change in Estimated Revenue	501,873	
Appropriations Changes (by Function and Object):		
Function 7600 - Food Service:		
100 Salaries	\$ 873	
200 Benefits		
300 Purchased Services	74,642	
400 Energy Services		
500 Materials and Supplies	478,033	
600 Capital Outlay	595,416	
700 Other Expenses	9,800	
Net Change in Appropriations	\$ 1,158,764	

Fund Balance Changes:	Increase (Decrease)
Fund Balance - July 1, 2022	\$ 6,691,798
Prior Year Adjustment to Fund Balance	\$ -
Increase (decrease) in Estimated Revenues	501,873
(Increase) decrease in Appropriations	(1,158,764)
Fund Balance - September 30, 2022	\$ 6,034,907

The School Board of Hernando County, Florida
Food Service Fund
Budget Amendment #1
Summary by Object
Fiscal Year 2022-2023

	<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
ESTIMATED REVENUE					
FEDERAL THROUGH STATE SOURCES					
3260 NATIONAL SCHOOL LUNCH ACT	14,070,000	14,070,000			14,070,000
3265 USDA DONATED COMMODITIES	-	-			-
3269 OTHER FOOD SERVICE	-	-	488,368		488,368
TOTAL FEDERAL THROUGH STATE SOURCES	<u>14,070,000</u>	<u>14,070,000</u>	<u>488,368</u>	<u>-</u>	<u>14,558,368</u>
STATE SOURCES					
3337 SCHOOL BREAKFAST SUPPLEMENT	84,000	84,000			84,000
3338 SCHOOL LUNCH SUPPLEMENT	100,000	100,000			100,000
3399 OTHER MISCELLANEOUS STATE	-	-			-
TOTAL STATE SOURCES	<u>184,000</u>	<u>184,000</u>	<u>-</u>	<u>-</u>	<u>184,000</u>
LOCAL SOURCES:					
3430 INTEREST	-	-			-
3434 INTEREST EARNED W/TAX COLLECTOR	-	-			-
3451 STUDENT LUNCHES	-	-			-
3452 STUDENT BREAKFAST	-	-			-
3453 ADULT LUNCH / BREAKFAST	500	500			500
3454 STUDENT / ADULT ALA CARTE	250,000	250,000			250,000
3455 STUDENT SNACK	-	-			-
3456 OTHER FOOD SALES	10,000	10,000			10,000
3457 FOOD REBATES	5,000	5,000			5,000
3495 OTHER MISCELLANEOUS LOCAL	-	-	13,505		13,505
TOTAL LOCAL SOURCES:	<u>265,500</u>	<u>265,500</u>	<u>13,505</u>	<u>-</u>	<u>279,005</u>
OTHER FINANCING SOURCES:					
3610 TRANSFERS IN FROM GENERAL FUND	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL REVENUES AND OTHER FINANCING SOURCES	<u>14,519,500</u>	<u>14,519,500</u>	<u>501,873</u>	<u>-</u>	<u>15,021,373</u>
BEGINNING FUND BALANCE	<u>9,061,631</u>	<u>9,061,631</u>	<u>-</u>	<u>-</u>	<u>9,061,631</u>
TOTAL ESTIMATED REVENUE	<u>23,581,131</u>	<u>23,581,131</u>	<u>501,873</u>	<u>-</u>	<u>24,083,004</u>
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			<u>501,873</u>		
APPROPRIATIONS					
EXPENDITURES:					
100 SALARIES	3,761,222	3,761,222	873		3,762,095
200 BENEFITS	1,623,962	1,623,962			1,623,962
300 PURCHASED SERVICES	521,650	521,650	74,642		596,292
400 ENERGY SERVICES	314,500	314,500			314,500
500 MATERIALS AND SUPPLIES	10,150,500	10,150,500	478,033		10,628,533
600 CAPITAL OUTLAY	317,500	317,500	595,416		912,916
700 OTHER EXPENSES	200,000	200,000	9,800		209,800
TOTAL EXPENDITURES	<u>16,889,333</u>	<u>16,889,333</u>	<u>1,158,764</u>	<u>-</u>	<u>18,048,097</u>
ENDING FUND BALANCE	<u>6,691,798</u>	<u>6,691,798</u>	<u>-</u>	<u>656,891</u>	<u>6,034,907</u>
TOTAL APPROPRIATIONS	<u>23,581,131</u>	<u>23,581,131</u>	<u>1,158,764</u>	<u>656,891</u>	<u>24,083,004</u>
NET INCREASE (DECREASE) IN APPROPRIATIONS			<u>501,873</u>		

The School Board of Hernando County, Florida
 Finance Department
 Resolution to Amend District School Budget
 Fiscal Year 2021-2022

Special Revenue Funds - Other Federal Funds - Budget Amendment #4
Executive Summary

Special Revenue Funds - Other Federal Funds Budget Amendment #4 is for the fiscal period ending **September 30, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources:		
Vocational Education Acts	\$ 25,000	
Workforce Innovation and Opportunity Act	\$ 100,736	
Improving Teacher Quality State Grants - Title II		
Individuals with Disabilities Education Act (IDEA)		
Elementary and Secondary Education Act - Title I		
Language Instruction - Title III		\$ 8,603
Title IV	\$ 453,658	
IDEA Part B K-12	\$ 1,374,564	
IDEA Part B Pre-K	\$ 83,932	
Federal Through Local Sources:		
Miscellaneous Federal Through State	\$ 755,994	\$ -
Net Change in Estimated Revenue	\$ 2,785,281	
Appropriations Changes (by Function):		
5000 Instruction	\$ 2,003,326	
6100 Pupil Personnel Services	\$ 363,183	
6300 Instruction and Curriculum Development Services	\$ 461,779	
6400 Instructional Staff Training Services	\$ 72,265	
6500 Instruction Related Technology		161,208
7200 General Administration	\$ 39,658	
7300 School Administration		
7700 Central Services	\$ 6,000	
7800 Pupil Transportation Services		194
7900 Operation of Plant	\$ 470	
Net Change in Appropriations	\$ 2,785,281	

The School Board of Hernando County, Florida
Special Revenue Funds - Other Federal Funds
Budget Amendment #1
Summary by Function and Object
Fiscal Year 2022-2023

	<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
ESTIMATED REVENUE					
FEDERAL THROUGH STATE SOURCES:					
3201 VOCATIONAL EDUCATION ACTS	313,788	313,788	25,000		338,788
3221 WORKFORCE INNOVATION AND OPPORTUNITY ACT	285,600	285,600	100,736		386,336
3225 IMPROVING TEACHER QUALITY STATE GRANTS, TITLE II	1,133,176	1,133,176			1,133,176
3230 INDIVIDUALS WITH DISABILITIES ACT (IDEA)	5,788,854	5,788,854			5,788,854
3240 ELEMENTARY AND SECONDARY EDUCATION ACT, TITLE I	9,020,941	9,020,941			9,020,941
3241 LANGUAGE INSTRUCTION - TITLE III	107,744	107,744		8,603	99,141
3242 TITLE IV	-	-	453,658		453,658
3271 IDEA PART B - K12	-	-	1,374,564		1,374,564
3273 IDEA PRE-K PART B	-	-	83,932		83,932
3299 MISCELLANEOUS FEDERAL THROUGH STATE	104,800	104,800	755,994	-	860,794
TOTAL FEDERAL THROUGH STATE SOURCES	<u>16,754,903</u>	<u>16,754,903</u>	<u>2,793,884</u>	<u>8,603</u>	<u>19,540,184</u>
BEGINNING FUND BALANCE	-	-	-	-	-
TOTAL ESTIMATED REVENUE	<u>16,754,903</u>	<u>16,754,903</u>	<u>2,793,884</u>	<u>8,603</u>	<u>19,540,184</u>
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			<u>2,785,281</u>		
APPROPRIATIONS					
EXPENDITURES:					
5000 INSTRUCTION					
100 - SALARIES	4,891,823	4,891,823	160,627		5,052,450
200 - BENEFITS	1,822,343	1,822,343	239,343		2,061,686
300 - PURCHASED SERVICES	1,104,971	1,104,971	921,253		2,026,224
500 - MATERIALS AND SUPPLIES	581,395	581,395	171,604		752,998
600 - CAPITAL OUTLAY	602,044	602,044	452,612		1,054,656
700 - OTHER EXPENSES	20,815	20,815	57,888		78,703
6100 PUPIL PERSONNEL SERVICES					
100 - SALARIES	1,433,979	1,433,979	116,169		1,550,148
200 - BENEFITS	459,739	459,739	49,604		509,343
300 - PURCHASED SERVICES	99,054	99,054	89,645		188,699
500 - MATERIALS AND SUPPLIES	136,032	136,032	33,815		169,847
600 - CAPITAL OUTLAY	30,863	30,863	67,451		98,314
700 - OTHER EXPENSES	60,725	60,725	6,500		67,225
6300 INSTRUCTION AND CURRICULUM DEVELOPMENT					
100 - SALARIES	2,396,153	2,396,153	344,562		2,740,714
200 - BENEFITS	756,962	756,962	98,248		855,209
300 - PURCHASED SERVICES	62,218	62,218	18,970		81,188
500 - MATERIALS AND SUPPLIES	18,897	18,897			18,897
600 - CAPITAL OUTLAY	74,100	74,100			74,100
700 - OTHER EXPENSES	14,900	14,900			14,900
6400 INSTRUCTIONAL STAFF TRAINING					
100 - SALARIES	562,772	562,772	16,980		579,752
200 - BENEFITS	177,041	177,041	6,519		183,560
300 - PURCHASED SERVICES	332,576	332,576	29,031		361,607
500 - MATERIALS AND SUPPLIES	98,491	98,491	5,747		104,238
600 - CAPITAL OUTLAY	3,000	3,000			3,000
700 - OTHER EXPENSES	74,441	74,441	13,989		88,430
6500 INSTRUCTION RELATED TECHNOLOGY					
100 - SALARIES	118,600	118,600		6,805	111,795
200 - BENEFITS	205,463	205,463		154,403	51,060
700 - OTHER EXPENSES	-	-			-
7200 GENERAL ADMINISTRATION					
700 - OTHER EXPENSES	556,664	556,664	39,658		596,322
7700 CENTRAL SERVICES					
100 - SALARIES	1,100	1,100			1,100
200 - BENEFITS	216	216			216
300 - PURCHASED SERVICES	4,500	4,500	4,500		9,000
500 - MATERIALS AND SUPPLIES	1,000	1,000	1,500		2,500

The School Board of Hernando County, Florida
Special Revenue Funds - Other Federal Funds
Budget Amendment #1
Summary by Function and Object
Fiscal Year 2022-2023

	<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
700 - OTHER EXPENSES	1,000	1,000			1,000
APPROPRIATIONS BY FUNCTION AND OBJECT					
EXPENDITURES:					
7800 PUPIL TRANSPORTATION SERVICES					
100 - SALARIES	19,343	19,343			19,343
200 - BENEFITS	3,595	3,595			3,595
300 - PURCHASED SERVICES	10,494	10,494		194	10,300
400 - ENERGY SERVICES	16,398	16,398			16,398
600 - CAPITAL OUTLAY	-	-			-
700 - OTHER EXPENSES	500	500			500
7900 OPERATION OF PLANT					
100 - SALARIES	500	500			500
200 - BENEFITS	98	98			98
400 - ENERGY SERVICES	100	100			100
500 - MATERIALS AND SUPPLIES	-	-	470		470
700 - OTHER EXPENSES	-	-	-		-
TOTAL EXPENDITURES	<u>16,754,903</u>	<u>16,754,903</u>	<u>2,946,683</u>	<u>161,402</u>	<u>19,540,184</u>
TOTAL ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	<u>16,754,903</u>	<u>16,754,903</u>	<u>2,946,683</u>	<u>161,402</u>	<u>19,540,184</u>
NET INCREASE (DECREASE) IN APPROPRIATIONS			<u>2,785,281</u>		

The School Board of Hernando County, Florida
Special Revenue Funds - Other Federal Funds
Budget Amendment #1 - Fund 4210
Summary by Project
Fiscal Year 2022-2023

		Original Budget <u>2022-2023</u>	Current Budget <u>2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	Amended Budget <u>2022-2023</u>
Federal through State Sources:						
Adult Education - Geographic	81x	285,600	285,600	100,736		386,336
Title I Basic	82x	9,020,941	9,020,941			9,020,941
Title X - Education of Homeless	83x	104,800	104,800			104,800
Individuals with Disabilities Education Act (IDEA) Preschool	84x	114,647	114,647			114,647
Individuals with Disabilities Education Act (IDEA) Discretionary	85x	5,556,637	5,556,637	1,458,496		7,015,133
Perkins Grant	86x	313,788	313,788	25,000		338,788
FI Charter School Program (BEST)	87x	-	-	421,594		421,594
Title I School Improvement	88x	-	-			-
Title II Training and Recruitment	90x	1,133,176	1,133,176			1,133,176
SED Network I	91x	76,068	76,068			76,068
Title III NCLB	92x	107,744	107,744		8,603	99,141
SED Network II	93x	41,502	41,502			41,502
Title IV	96x	-	-	453,658		453,658
UniSig School Improvement	97x	-	-	334,400		334,400
Total Federal through State Sources		<u>16,754,903</u>	<u>16,754,903</u>	<u>2,793,884</u>	<u>8,603</u>	<u>19,540,184</u>
TOTAL GRANTS		<u>16,754,903</u>	<u>16,754,903</u>	<u>2,793,884</u>	<u>8,603</u>	<u>19,540,184</u>
				<u>2,785,281</u>		

The School Board of Hernando County, Florida
 Finance Department
 Resolution to Amend District School Budget
 Fiscal Year 2022-2023

Special Revenue Funds - ESSER I - Budget Amendment #1
Executive Summary

Special Revenue Funds - ESSER I Budget Amendment #1 is for the fiscal period ending **September 30, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources:		
Education Stabilization Funds		\$ 97,360
Miscellaneous Federal Through State	\$ -	\$ -
Net Change in Estimated Revenue	\$ -	\$ 97,360
Appropriations Changes (by Function):		
5000 Instruction		\$ 48,487
6100 Student Support Services		\$ -
6200 Instructional Media Services		\$ 1,985
6300 Instructional & Curriculum Development Services		\$ 17,968
6400 Instructional Staff Training Services		\$ 26,306
7200 General Administration		\$ 2,615
7900 Operation of Plant		\$ -
8100 Maintenance of Plant		\$ -
8200 Administrative Technology Services		
9100 Community Services		
Net Change in Appropriations	\$ -	\$ 97,360

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER (CARES Grant)
Budget Amendment #1
Summary by Function and Object
Fiscal Year 2022-2023

	<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
ESTIMATED REVENUE					
FEDERAL THROUGH STATE SOURCES:					
3271 Education Stabilization Funds - K12	915,519	914,519		97,360	817,159
3299 MISCELLANEOUS FEDERAL THROUGH STATE	-	-	-	-	-
TOTAL FEDERAL THROUGH STATE SOURCES	<u>915,519</u>	<u>914,519</u>	-	<u>97,360</u>	<u>817,159</u>
BEGINNING FUND BALANCE	-	-	-	-	-
TOTAL ESTIMATED REVENUE	<u>915,519</u>	<u>914,519</u>	-	<u>97,360</u>	<u>817,159</u>
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			<u>(97,360)</u>		
APPROPRIATIONS					
EXPENDITURES:					
5000 INSTRUCTION					
100 - SALARIES	239,875	239,875		2,139	237,736
200 - BENEFITS	55,391	55,391			55,391
300 - PURCHASED SERVICES	13,899	13,899		9,825	4,074
500 - MATERIALS AND SUPPLIES	76,398	76,398		34,417	41,981
600 - CAPITAL OUTLAY	3,786	3,786		2,106	1,679
700 - OTHER EXPENSES	-	-			-
6100 STUDENT SUPPORT SERVICES					
100 - SALARIES	15,000	15,000			15,000
200 - BENEFITS	3,300	3,300			3,300
6200 INSTRUCTIONAL MEDIA SERVICES					
100 - SALARIES	1,650	1,650		1,650	-
200 - BENEFITS	335	335		335	-
6300 INSTRUCTION & CURRICULUM DEVELOPMENT SERVICES					
100 - SALARIES	44,149	44,149		12,149	32,000
200 - BENEFITS	10,155	10,155		3,803	6,352
300 - PURCHASED SERVICES	1,517	1,517		1,517	-
500 - MATERIALS AND SUPPLIES	426	426		426	-
600 - CAPITAL OUTLAY	72	72		72	-
700 - OTHER EXPENSES	-	-			-
6400 INSTRUCTIONAL STAFF TRAINING					
100 - SALARIES	82,067	82,067		17,173	64,893
200 - BENEFITS	19,199	19,199		4,029	15,171
300 - PURCHASED SERVICES	106,448	106,448			106,448
500 - MATERIALS AND SUPPLIES	23,192	23,192		5,104	18,089
600 - CAPITAL OUTLAY	-	-			-
700 - OTHER EXPENSES	-	-			-
7200 GENERAL ADMINISTRATION					
100 - SALARIES	2,177	2,177		2,177	-
200 - BENEFITS	439	439		439	-
8100 MAINTENANCE OF PLANT					
300 - PURCHASED SERVICES	1	1			1
500 - MATERIALS AND SUPPLIES	21,792	21,792			21,792
600 - CAPITAL OUTLAY	<u>193,251</u>	<u>193,251</u>			<u>193,251</u>
TOTAL EXPENDITURES	<u>914,519</u>	<u>914,519</u>	-	<u>97,360</u>	<u>817,159</u>
TOTAL ENDING FUND BALANCE	-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	<u>914,519</u>	<u>914,519</u>	-	<u>97,360</u>	<u>817,159</u>
NET INCREASE (DECREASE) IN APPROPRIATIONS			<u>(97,360)</u>		

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER I (CARES Grant)
Budget Amendment #1 - Fund 4410
Summary by Project
Fiscal Year 2022-2023

		<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
Federal through State Sources:						
ESSER - (CARES Grant)	981xx	817,159	817,159			817,159
ESSER - Data Informed Supports	982xx	20,317	20,317		20,317	-
ESSER - B.E.S.T. High Quality Curriculum	983xx	35,242	35,242		35,242	-
ESSER - Instructional Continuity Plan	984xx	41,801	41,801		41,801	-
Total Federal through State Sources		<u>914,519</u>	<u>914,519</u>	<u>-</u>	<u>97,360</u>	<u>817,159</u>
TOTAL GRANTS		<u>914,519</u>	<u>914,519</u>	<u>-</u>	<u>97,360</u>	<u>817,159</u>
				<u>(97,360)</u>		

The School Board of Hernando County, Florida
 Finance Department
 Resolution to Amend District School Budget
 Fiscal Year 2022-2023

Special Revenue Funds - GEER - Budget Amendment #1
Executive Summary

Special Revenue Funds - GEER Budget Amendment #1 is for the fiscal period ending **September 30, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources:		
Education Stabilization Funds		\$ 242,303
Miscellaneous Federal Through State		\$ -
Net Change in Estimated Revenue	\$ -	\$ 242,303
Appropriations Changes (by Function):		
5000 Instruction		\$ 204,020
6100 Student Support Services		\$ 3,122
6300 Instruction and Curriculum Development Services		\$ 3,901
6400 Instructional Staff Training Services		\$ 4,218
7800 Pupil Transportation Services		\$ 24,486
7900 Operation of Plant		\$ 2,556
Net Change in Appropriations		\$ 242,303

The School Board of Hernando County, Florida
Special Revenue Funds - GEER (CARES Grant)
Budget Amendment #1
Summary by Function and Object
Fiscal Year 2022-2023

	<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
ESTIMATED REVENUE					
FEDERAL THROUGH STATE SOURCES:					
3271 EDUCATIONAL STABILIZATION FUNDS K-12	241,456	241,456		241,142	314
3272 EDUCATIONAL STABILIZATION FUNDS K-12	1,161	1,161		1,161	-
3299 MISCELLANEOUS FEDERAL THROUGH STATE	-	-	-	-	-
TOTAL FEDERAL THROUGH STATE SOURCES	<u>242,617</u>	<u>242,617</u>	<u>-</u>	<u>242,303</u>	<u>314</u>
BEGINNING FUND BALANCE	-	-	-	-	-
TOTAL ESTIMATED REVENUE	<u>242,617</u>	<u>242,617</u>	<u>-</u>	<u>242,303</u>	<u>314</u>
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			<u>(242,303)</u>		
APPROPRIATIONS					
EXPENDITURES:					
5000 INSTRUCTION					
100 - SALARIES	120,493	120,493		120,493	-
200 - BENEFITS	22,932	22,932		22,932	-
300 - PURCHASED SERVICES	2,054	2,054		2,054	-
500 - MATERIALS AND SUPPLIES	58,397	58,397		58,310	87
600 - CAPITAL OUTLAY	458	458		231	227
700 - OTHER EXPENSES	-	-			-
6100 STUDENT SUPPORT SERVICES					
100 - SALARIES	2,606	2,606		2,606	-
200 - BENEFITS	516	516		516	-
700 - OTHER EXPENSES	-	-			-
6300 INSTRUCTION AND CURRICULUM DEVELOPMENT SERVICES					
100 - SALARIES	3,274	3,274		3,274	-
200 - BENEFITS	627	627		627	-
700 - OTHER EXPENSES	-	-			-
6400 INSTRUCTIONAL STAFF TRAINING SERVICES					
100 - SALARIES	3,549	3,549		3,549	-
200 - BENEFITS	669	669		669	-
700 - OTHER EXPENSES	-	-			-
7800 STUDENT TRANSPORTATION SERVICES					
100 - SALARIES	12,125	12,125		12,125	-
200 - BENEFITS	2,361	2,361		2,361	-
300 - PURCHASED SERVICES	-	-			-
400 - ENERGY SERVICES	10,000	10,000		10,000	-
700 - OTHER EXPENSES	-	-			-
7900 OPERATION OF PLANT					
100 - SALARIES	2,151	2,151		2,151	-
200 - BENEFITS	405	405		405	-
600 - CAPITAL OUTLAY	-	-			-
TOTAL EXPENDITURES	<u>242,617</u>	<u>242,617</u>	<u>-</u>	<u>242,303</u>	<u>314</u>
TOTAL ENDING FUND BALANCE	-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	<u>242,617</u>	<u>242,617</u>	<u>-</u>	<u>242,303</u>	<u>314</u>
NET INCREASE (DECREASE) IN APPROPRIATIONS			<u>(242,303)</u>		

The School Board of Hernando County, Florida
Special Revenue Funds - GEER (CARES GRANT)
Budget Amendment #1 - Fund 4420
Summary by Project
Fiscal Year 2022-2023

		<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
Federal through State Sources:						
GEER - (CARES Grant)	971xx	236,975	236,975		236,975	-
GEER - (CARES GRANT K-12 CTE INFRASTRUCTURE)	991xx	314	314			314
GEER - (CARES GRANT K-12 CIVIC LITERACY BOOKLIST)	993xx	4,168	4,168		4,168	-
GEER - (CARES GRANT ADULT ED	994xx	1,161	1,161		1,161	-
Total Federal through State Sources		<u>242,617</u>	<u>242,617</u>	-	<u>242,303</u>	<u>314</u>
TOTAL GRANTS		<u>242,617</u>	<u>242,617</u>	-	<u>242,303</u>	<u>314</u>
				<u>(242,303)</u>		

The School Board of Hernando County, Florida
 Finance Department
 Resolution to Amend District School Budget
 Fiscal Year 2022-2023

Special Revenue Funds - ESSER II - Budget Amendment #1
Executive Summary

Special Revenue Funds - ESSER II Budget Amendment #1 is for the fiscal period ending **September 30, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources:		
Education Stabilization Funds	\$ -	\$ 2,166,865
Miscellaneous Federal Through State	\$ -	\$ -
Net Change in Estimated Revenue	\$ -	\$ 2,166,865
Appropriations Changes (by Function):		
5000 Instruction		\$ 1,890,968
6100 Student Support Services		18,704
6200 Instructional Media Services		-
6300 Instruction & Curriculum Development Services		47,940
6400 Instructional Staff Training		139,036
6500 Instructional Technology	\$ 61,290	
7100 Board of Education		
7200 General Administration		76,882
7300 School Administration	\$ 135,262	
7400 Facilities, Acquisitions & Construction		
7500 Fiscal Services		
7600 Food Service		
7700 Central Services		
7800 Student Transportation		189,888
7900 Operation Services		-
8100 Maintenance of Plant		-
8200 Administrative Technology		-
Net Change in Appropriations		\$ 2,166,865

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER II(CARES Grant)
Budget Amendment #1
Summary by Function and Object
Fiscal Year 2022-2023

	<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
ESTIMATED REVENUE					
FEDERAL THROUGH STATE SOURCES:					
3271 Education Stabilization Funds - K12	9,157,732	9,157,732		2,166,865	6,990,867
3299 MISCELLANEOUS FEDERAL THROUGH STATE	-	-	-	-	-
TOTAL FEDERAL THROUGH STATE SOURCES	9,157,732	9,157,732	-	2,166,865	6,990,867
BEGINNING FUND BALANCE	-	-	-	-	-
TOTAL ESTIMATED REVENUE	9,157,732	9,157,732	-	2,166,865	6,990,867
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			(2,166,865)		
APPROPRIATIONS					
EXPENDITURES:					
5000 INSTRUCTION					
100 - SALARIES	1,281,206	1,281,206		701,990	579,216
200 - BENEFITS	253,892	253,892		139,673	114,220
300 - PURCHASED SERVICES	903,161	903,161		756,305	146,856
500 - MATERIALS AND SUPPLIES	784,580	784,580		386,212	398,369
600 - CAPITAL OUTLAY	34,376	34,376	93,211		127,587
700 - OTHER EXPENSES	-	-			-
6100 STUDENT SUPPORT SERVICES					
100 - SALARIES	119,007	119,007		24,026	94,981
200 - BENEFITS	23,938	23,938		4,679	19,260
300 - PURCHASED SERVICES	-	-	10,000		10,000
6200 INSTRUCTIONAL MEDIA SERVICES					
100 - SALARIES	36,682	36,682			36,682
200 - BENEFITS	7,427	7,427			7,427
6300 INSTRUCTION & CURRICULUM DEVELOPMENT SERVICES					
100 - SALARIES	40,000	40,000		40,000	-
200 - BENEFITS	7,940	7,940		7,940	-
300 - PURCHASED SERVICES	580,000	580,000			580,000
6400 INSTRUCTIONAL STAFF TRAINING					
300 - PURCHASED SERVICES	39,000	39,000		39,000	-
600 - CAPITAL OUTLAY	36	36		36	-
700 - OTHER EXPENSES	100,000	100,000		100,000	-
6500 INSTRUCTIONAL TECHNOLOGY					
100 - SALARIES	-	-	43,227		43,227
200 - BENEFITS	-	-	18,063		18,063
7200 GENERAL ADMINISTRATION					
700 - OTHER EXPENSES	313,137	313,137		76,882	236,256
7300 SCHOOL ADMINISTRATION					
100 - SALARIES	37,637	37,637	14,407		52,044
200 - BENEFITS	7,475	7,475	12,855		20,330
700 - OTHER EXPENSES	-	-	108,000		108,000
7800 STUDENT TRANSPORTATION					
100 - SALARIES	114,650	114,650		75,000	39,650
200 - BENEFITS	22,038	22,038		14,888	7,150
300 - PURCHASED SERVICES	112,776	112,776			112,776
400 - ENERGY SERVICES	100,000	100,000		100,000	-
600 - CAPITAL OUTLAY	12,874	12,874			12,874

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER II(CARES Grant)
Budget Amendment #1
Summary by Function and Object
Fiscal Year 2022-2023

	<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
7900 OPERATION SERVICES					
100 - SALARIES	240,020	240,020			240,020
200 - BENEFITS	30,491	30,491			30,491
500 - SUPPLIES	66,183	66,183			66,183
600 - CAPITAL OUTLAY	146,385	146,385			146,385
8100 MAINTENANCE OF PLANT					
300 - PURCHASED SERVICES	655,027	655,027			655,027
500 - MATERIALS AND SUPPLIES	1,899,337	1,899,337			1,899,337
600 - CAPITAL OUTLAY	1,128,455	1,128,455			1,128,455
8200 ADMINISTRATIVE TECHNOLOGY					
100 - SALARIES	-	-			-
200 - BENEFITS	-	-			-
300 - PURCHASED SERVICES	60,000	60,000			60,000
TOTAL EXPENDITURES	9,157,732	9,157,732	299,763	2,466,628	6,990,867
TOTAL ENDING FUND BALANCE	-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	<u>9,157,732</u>	<u>9,157,732</u>	<u>299,763</u>	<u>2,466,628</u>	<u>6,990,867</u>
NET INCREASE (DECREASE) IN APPROPRIATIONS			<u>(2,166,865)</u>		

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER II (CARES Grant)
Budget Amendment #1 - Fund 4410
Summary by Project
Fiscal Year 2022-2023

		Original Budget <u>2022-2023</u>	Current Budget <u>2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	Amended Budget <u>2022-2023</u>
Federal through State Sources:						
ESSER II - (CARES Grant) Advanced Lump Sum	988xx	2,022,247	2,022,247			2,022,247
ESSER II - (CARES Grant) Academic Acceleration	990xx	1,786,729	1,786,729		1,786,729	-
ESSER II - (CARES Grant) Non Enrollment Assistance	995xx	768,332	768,332		768,332	-
ESSER II - (CARES Grant) Technology Assistance	996xx	164,630	164,630			164,630
ESSER II - (CARES Grant) Lump Sum	997xx	3,946,790	3,946,790			3,946,790
ESSER II - (CARES Grant) Formula Grants to LEA's	998xx	-	-	304,270		304,270
ESSER II - (CARES Grant) Civic Literacy Excellence Initiative	9990x	-	-	83,926		83,926
ESSER II - (CARES Grant) Lump Sum	9991x	469,004	469,004			469,004
TOTAL GRANTS		<u>9,157,732</u>	<u>9,157,732</u>	<u>388,196</u>	<u>2,555,061</u>	<u>6,990,867</u>

The School Board of Hernando County, Florida
 Finance Department
 Resolution to Amend District School Budget
 Fiscal Year 2022-2023

Special Revenue Funds - ESSER III - Budget Amendment #1
Executive Summary

Special Revenue Funds - ESSER III Budget Amendment #1 is for the fiscal period ending **September 30, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources:		
Education Stabilization Funds	\$ -	
Miscellaneous Federal Through State	\$ -	\$ -
Net Change in Estimated Revenue	\$ -	\$ -
Appropriations Changes (by Function):		
5000 Instruction		\$ 510,295
6100 Student Support Services	\$ 372,431	
6200 Instructional Media Services		
6300 Instruction & Curriculum Development Services	\$ 25,000	
6400 Instructional Staff Training	\$ 41,000	
6500 Instructional Technology		
7100 Board of Education		
7200 General Administration		-
7300 School Administration		17,940
7400 Facilities, Acquisitions & Construction	\$ 89,803	
7500 Fiscal Services		
7600 Food Service		
7700 Central Services		
7800 Student Transportation		-
7900 Operation Services		-
8100 Maintenance of Plant		-
8200 Administrative Technology		-
Net Change in Appropriations	\$ -	

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER III(CARES Grant)
Budget Amendment #1
Summary by Function and Object
Fiscal Year 2022-2023

	<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
ESTIMATED REVENUE					
FEDERAL THROUGH STATE SOURCES:					
3271 Education Stabilization Funds - K12	43,014,576	43,014,576			43,014,576
3299 MISCELLANEOUS FEDERAL THROUGH STATE	-	-	-	-	-
TOTAL FEDERAL THROUGH STATE SOURCES	43,014,576	43,014,576	-	-	43,014,576
BEGINNING FUND BALANCE	-	-	-	-	-
TOTAL ESTIMATED REVENUE	43,014,576	43,014,576	-	-	43,014,576
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			-		
APPROPRIATIONS					
EXPENDITURES:					
5000 INSTRUCTION					
100 - SALARIES	3,819,575	3,819,575	114,025		3,933,600
200 - BENEFITS	527,829	527,829	76,882		604,710
300 - PURCHASED SERVICES	2,073,125	2,073,125	311,230		2,384,355
500 - MATERIALS AND SUPPLIES	3,421,595	3,421,595			3,421,595
600 - CAPITAL OUTLAY	11,986,255	11,986,255		1,019,031	10,967,224
700 - OTHER EXPENSES	-	-	6,600		6,600
6100 STUDENT SUPPORT SERVICES					
100 - SALARIES	497,640	497,640	276,410		774,050
200 - BENEFITS	178,315	178,315	94,021		272,336
300 - PURCHASED SERVICES	-	-	2,000		2,000
6300 INSTRUCTION & CURRICULUM DEVELOPMENT SERVICES					
100 - SALARIES	2,826,812	2,826,812			2,826,812
200 - BENEFITS	962,650	962,650			962,650
300 - PURCHASED SERVICES	2,000	2,000	25,000		27,000
6400 INSTRUCTIONAL STAFF TRAINING					
100 - SALARIES	9,400	9,400			9,400
200 - BENEFITS	2,129	2,129			2,129
300 - PURCHASED SERVICES	-	-	41,000		41,000
700 - OTHER EXPENSES	-	-			-
7300 SCHOOL ADMINISTRATION					
300 - PURCHASED SERVICES	305,940	305,940		17,940	288,000
7400 FACILITIES, ACQUISITIONS & CONSTRUCTION					
300 - PURCHASED SERVICES	-	-	89,803		89,803
600 - CAPITAL OUTLAY	14,105,570	14,105,570			14,105,570
7800 STUDENT TRANSPORTATION					
100 - SALARIES	96,800	96,800			96,800
200 - BENEFITS	21,941	21,941			21,941
300 - PURCHASED SERVICES	570,410	570,410			570,410
400 - ENERGY SERVICES	75,000	75,000			75,000
600 - CAPITAL OUTLAY	-	-			-
8100 MAINTENANCE OF PLANT					
600 - CAPITAL OUTLAY	1,531,590	1,531,590			1,531,590
TOTAL EXPENDITURES	43,014,576	43,014,576	1,036,971	1,036,971	43,014,576
TOTAL ENDING FUND BALANCE	-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	43,014,576	43,014,576	1,036,971	1,036,971	43,014,576

The School Board of Hernando County, Florida
 Special Revenue Funds - ESSER III (CARES Grant)
 Budget Amendment #1 - Fund 4410
 Summary by Project
 Fiscal Year 2022-2023

		<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
Federal through State Sources:						
ESSER III - (CARES Grant) Lump Sum	9992x	8,746,275	8,746,275			8,746,275
ESSER III - (CARES Grant) Lump Sum	9993x	<u>34,268,301</u>	<u>34,268,301</u>			<u>34,268,301</u>
TOTAL GRANTS		<u>43,014,576</u>	<u>43,014,576</u>	<u>-</u>	<u>-</u>	<u>43,014,576</u>

The School Board of Hernando County, Florida
 Finance Department
 Resolution to Amend District School Budget
 Fiscal Year 2022-2023

Special Revenue Funds - American Rescue Plan Homeless Children & Youth
 Budget Amendment #1
Executive Summary

Special Revenue Funds - American Rescue Plan Homeless Children & Youth Budget Amendment #1 is for the fiscal period ending **September 30, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Education Stabilization Funds	\$ -	\$ -
Miscellaneous Federal Through State		
Net Change in Estimated Revenue	\$ -	\$ -
Appropriations Changes (by Function):		
5000 Instruction	\$ -	\$ -
6100 Student Support Services		-
7200 General Administration		-
Net Change in Appropriations		\$ -

The School Board of Hernando County, Florida
Special Revenue Funds - American Rescue Plan Homeless Children & Youth
Budget Amendment #1
Summary by Function and Object
Fiscal Year 2022-2023

	<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
ESTIMATED REVENUE					
FEDERAL THROUGH STATE SOURCES:					
3299 MISCELLANEOUS FEDERAL THROUGH STATE	335,762	335,762	-	-	335,762
TOTAL FEDERAL THROUGH STATE SOURCES	335,762	335,762	-	-	335,762
BEGINNING FUND BALANCE	-	-	-	-	-
TOTAL ESTIMATED REVENUE	<u>335,762</u>	<u>335,762</u>	-	-	<u>335,762</u>
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			-		
APPROPRIATIONS					
EXPENDITURES:					
5000 INSTRUCTION					
100 - SALARIES	45,353	45,353			45,353
200 - BENEFITS	9,005	9,005			9,005
700 - OTHER EXPENSES	230,365	230,365			230,365
6100 STUDENT SUPPORT SERVICES					
100 - SALARIES	30,000	30,000			30,000
200 - BENEFITS	5,958	5,958			5,958
300 - PURCHASED SERVICES	1,749	1,749			1,749
7200 GENERAL ADMINISTRATION					
700 - OTHER EXPENSES	13,331	13,331	0		13,331
TOTAL EXPENDITURES	335,762	335,762	0	-	335,762
TOTAL ENDING FUND BALANCE	-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	<u>335,762</u>	<u>335,762</u>	0	-	<u>335,762</u>
NET INCREASE (DECREASE) IN APPROPRIATIONS			0		

The School Board of Hernando County, Florida
Special Revenue Funds - American Rescue Plan Homeless Children & Youth
Budget Amendment #1 - Fund 4460
Summary by Project
Fiscal Year 2022-2023

		<u>Original Budget 2022-2023</u>	<u>Current Budget 2022-2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget 2022-2023</u>
Federal through State Sources:						
American Rescue Plan - Homeless Children & Youth	9994x	335,762	335,762			335,762
Total Federal through State Sources		<u>335,762</u>	<u>335,762</u>	-	-	<u>335,762</u>
TOTAL GRANTS		<u>335,762</u>	<u>335,762</u>	-	-	<u>335,762</u>
				-		



Hernando School District

School Board Regular Meeting

Agenda Item # 14. 23-1062

12/13/2022

Title and Board Action Requested

Approve the renewal of the Operation and Maintenance Agreement with Southwest Florida Water Management District for the Springs Coast Environmental Education Center to provide students of Hernando County the opportunity to learn about the water resources of the Weekiwachee River Basin.

Executive Summary

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of the Operation and Maintenance Agreement with Southwest Florida Water Management District for the Springs Coast Environmental Education Center to provide students of Hernando County the opportunity to learn about the water resources of the Weekiwachee River Basin.

My Contact

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

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

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

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

Operation and Maintenance Agreement
SWF Parcel No. 15-773-182X-5
Approved by Attorney: _____

**FIFTH AMENDMENT TO
OPERATION AND MAINTENANCE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND THE DISTRICT
SCHOOL BOARD OF HERNANDO COUNTY
FOR THE
SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER**

This Fifth Amendment to Operation and Maintenance Agreement between the Southwest Florida Water Management District and the District School Board of Hernando County for the Springs Coast Environmental Education Center (Fifth Amendment) is made and entered into by and between the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899 (District), and Board of Public Instruction of Hernando County, a public corporation of the State of Florida, having an address of 919 North Broad Street, Brooksville, Florida 34601 (School Board).

WHEREAS, the Springs Coast Environmental Education Center (Education Center) is located on property owned by the District known as the Weekiwachee Preserve (Property) and is operated and maintained by the School Board to provide students of Hernando County the opportunity to learn about the water resources of the Weekiwachee River Basin and to experience environmental education in an outdoor setting; and

WHEREAS, the District and the Board entered into the Agreement for Construction, Operation and Maintenance of the Springs Coast Environmental Center at the Weekiwachee Property with the Board of Public Instruction of Hernando County, Florida on May 31, 2002 (Agreement) that authorized the School Board to use the Property for the construction, operation, and maintenance of the Education Center; and

WHEREAS, the Agreement was subsequently amended on September 7, 2004, September 12, 2005, March 20, 2007, and December 31, 2012, which Agreement, as amended, is attached hereto as "Exhibit A", and

WHEREAS, the Agreement provides that it may be extended for three (3) additional ten (10) year terms in accordance with the provisions of Paragraph 19. TERM; and

WHEREAS, the School Board has met the conditions required to extend the Agreement and is not in default hereunder.

NOW THEREFORE, the District and the School Board, in consideration of the mutual terms, covenants, and conditions set forth herein, hereby agree to further amend the Agreement as set forth below:

1. Except as otherwise provided herein, the terms, covenants, and conditions of the Agreement, as amended, are incorporated herein by reference and are hereby ratified, approved, and confirmed, and are binding upon the parties hereto.

2. Pursuant to paragraph 19 titled TERM, the Agreement is extended for the first of three additional ten (10) years. The extension will commence on the date of execution by the last party to sign hereto.
3. Counterparts and Authority to Sign. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto, or their authorized representatives, have executed this License Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: Ed Armstrong, Vice Chair

Date_____

ATTEST:

By: Michelle Williamson, Secretary

BOARD OF PUBLIC INSTRUCTION OF
HERNANDO COUNTY FLORIDA
(Hernando County School Board)

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

By: Gus Guadagnino, Board Chair

Date_____

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

By: John Stratton, Superintendent of Schools

Date_____

This instrument prepared by:
Southwest Florida Water
Management District
2379 Broad Street
Brooksville, FL 34604-6899

SWF Parcel No. 15-773-182X

**AGREEMENT FOR
CONSTRUCTION, OPERATION AND MAINTENANCE
OF THE
SPRINGS' COAST ENVIRONMENTAL EDUCATION CENTER
AT THE WEEKIWACHEE PROPERTY**

This Agreement is made and entered into this 31st day of May 2002 by and between the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, for itself and on behalf of the COASTAL RIVER BASIN BOARD, hereinafter referred to as "the District", and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA, a public corporation of the State of Florida, hereinafter referred to as the "Board."

WITNESSETH:

Whereas, the District owns certain real property located in Hernando County, Florida, known as the Weekiwachee Property; and

Whereas, the District and Board have selected a location on the Weekiwachee Property to construct an environmental education center; and

Whereas, the District and the Board desire to combine their resources and efforts to construct, operate and maintain an environmental education facility on the Weekiwachee Property, hereinafter referred to as the "Education Center"; and

Whereas, the Board represents that they possess the requisite skills, knowledge, expertise and resources and do agree to provide the desired services to the District; and

Whereas, the District has agreed to provide the Board with up to \$750,000 to construct the necessary building; and

Whereas, joint cooperation between the District and the Board is in the best interest of the public.

Now, therefore, the District and the Board, in consideration of the mutual terms, covenants and conditions set forth herein, hereby mutually agree as follow:

1. **EDUCATION CENTER:** Upon satisfaction of all conditions precedent as set forth in paragraph 4 below, the Board, and upon notice to proceed from the District, shall construct

a building (the "Education Center"), on a site to be agreed upon pursuant to paragraph 4a below, within the Weekiwachee Property described in Exhibit "A" attached hereto and made a part hereof (the "Education Center Lands").

2. EDUCATION CENTER COSTS: The District shall pay up to \$750,000.00 for the construction of the Education Center (the "Education Center monies"). Disbursements of the Education Center Monies shall be made in accordance with paragraph 7 below.

3. USE AND OWNERSHIP: Upon execution of this Agreement, occurrence of all conditions precedent, and completed construction of the Education Center, the Board shall use the facilities to provide environmental educational training with emphasis on the wisdom of protecting, conserving and preserving natural and freshwater systems. The District shall be allowed to use the meeting room in the Facility at no charge based upon the availability of the meeting room and the District reserving the room from the Board in advance.

4. CONDITIONS PRECEDENT: Within nine (9) months of the effective date of this Agreement the Board and the District agree that the activities set forth below shall be completed. Should any activity not be so completed, the District and the Board may mutually agree to amend this Agreement to extend the time for completion, or either party may terminate this Agreement pursuant to Paragraph 21.

- a. Mutual agreement on the site within the Education Center Lands for construction of the Education Center;
- b. Survey of the construction site and preparation of the legal description;
- c. Approval of drawings, specifications and complete construction plans by the District for the Education Center and other related amenities to be constructed on Project Lands;
- d. Establishment of an Environmental Center Advisory Council that shall oversee the development of the Master Plan and Curricula. A representative from the District will be included on the council.
- e. Master Plan and Curriculum to include:
 - i. Education Plan and Curriculum focusing on water resources and wetlands ("Education Program");
 - ii. Education Center task deadlines;
 - iii. Line item Education Center budget;
 - iv. Any other items mutually agreeable to each party to be incorporated into the Master Plan and Curriculum.

5. PROJECT MANAGER AND NOTICES: Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with Education Center coordination and shall be the party's prime contact person. Notices or reports shall be sent to the attention of the parties' Project Manager by U.S. mail, postage paid, or by nationally recognized overnight delivery service, to the parties' addresses as follows:

Project Manager for the District: Will Miller
Senior Land Use Specialist
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Project Manager for the Board: Graydon Howe,
Director of Plant Operations
Hernando County Schools
919 North Broad Street
Brooksville, Florida 34601

a. The District's Project Manager is hereby authorized to approve requests to extend an Education Center task deadline set forth in the Master Plan curriculum. Such approval shall be in writing, shall explain the reason for the extension and shall be signed by the Project Manager and his/her Department Director. The District's Project Manger is not authorized to approve any time extension that will result in an increased cost to the District or any time extension which will likely delay the final Education Center task deadline.

b. The District's Project Manager is authorized to adjust a line item amount of the Education Center budget set forth in the master/plan curriculum, if such adjustment does not exceed ten percent (10%) of the line item amount, aggregate adjustments are less than \$10,000, and such adjustment does not result in an increase in the total Education Center cost to be paid by the District. Such approval shall be in writing, shall explain the reason for adjustment, and shall be signed by the Education Center Manager and his/her Department Director and their Deputy Executive Director. The District's Education Center Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the not-to-exceed set forth in the compensation section of this Agreement.

6. SCOPE OF WORK: The Board shall arrange for and or furnish all services necessary and required to accomplish and complete the Education Center and in accordance with the proposed Education Center plan set forth in the Master Plan and Curriculum.

a. Board Acts as Education Center Administrator: The District and the Board herein agree that the Board shall act as administrator for the design and construction of the Education Center in exchange for the use by the Board of the Education Center for the activities specified in the Master Plan and Curriculum, as may be amended from time to time. The Board shall make reasonable efforts to ensure the development of an energy-efficient design and construction plans. The District shall have sixty (60) days to review each set of drawings, design specifications, and construction plans and to provide the Board with written approval of same. In the event that the District objects within the sixty (60) day period, the Board shall as soon as practical submit a modified set that satisfies the District's objection. After obtaining the District's written approval of the design and

construction plans, the Board shall forward three (3) signed and sealed copies of the approved plans to the District for its files. The District's approval of the design and construction plans does not constitute a representation or warranty that the District has verified the architectural, engineering, mechanical, electrical, or other components of the design and construction plans, or that such documents are in compliance with District rules and regulations or any other applicable rules, regulations, or laws.

b. Permits: Upon the District's notice to proceed with construction of the Education Center, the Administrator shall ensure that all necessary permits, approvals, and licenses are obtained from all appropriate agencies prior to construction of the Education Center. If the Education Center requires any District permit, the District is a co-applicant, and the Florida Department of Environmental Protection shall be the permitting agency.

c. Selection of Contractors: The Board shall be responsible for the selection of and contracting with, any and all contractors needed to accomplish the work set forth in the approved design and construction plans. If required by law and the Purchasing Ordinance of the Board of Public Instruction of Hernando County, the Board shall select the contractors by the competitive bid process. The District, at the request of the Board shall assist in evaluating prospective contractors for the purposes of carrying out the requirements of this Agreement. The Board shall submit the name of each of the contractors it desires to select.

d. Insurance: The Board shall require each contractor to maintain during the term of this agreement, insurance in the following kinds and amounts or limits with a company or companies, authorized to do business in the State of Florida and shall not commence work under the agreement until the District has received an acceptable certificate or certificates of insurance identifying the Board as certificate holder showing evidence of such coverage:

- i. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Minimum Limits-	\$500,000.00 per occurrence
	\$1,000,000.00 in the aggregate

- ii. Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$300,000.00
Bodily Injury Liability per Occurrence	\$600,000.00
Property Damage Liability	\$300,000.00
	Or
Combined Single Limit	\$1,000,000.00

- iii. The Board and its employees, agents, and officers shall be named as additional insureds on the general liability policy to the extent of the Board's interests arising from the contract.
- iv. Workers compensation insurance in accordance with Florida Statute 440. and/or maritime law, if applicable.
- v. Certificates of insurance shall be required from and sub-contractors otherwise the Contractor must provide evidence satisfactory to the Board that coverage is afforded to the sub-contractor by the Contractor's insurance policy.
- vi. A contract performance bond and labor and materials payment bond satisfactory to the Board equal to one hundred percent (100%) of the contract amount.
- vii. Architects professional liability (errors and omissions) insurance in a minimum amount of one million dollars (\$1,000,000) shall be required from the design engineers.
- viii. The Contractor shall provide a builders risk insurance policy (all-risk perils including flood) to the Board in the amount of one hundred percent (100%) of the value of the complete building/structure. The Board is to be named as additional insured on the policy.

e. Approval of Contract: All contracts between the Board and contractors shall name the District as a beneficiary of the work to be completed and that the contractor is responsible to and shall hold harmless and indemnify the District for personal injury or property damage arising from acts and omissions of the contractor's employees and agents performing work on the Education Center for or on behalf of the contractor. Each contract with contractors and subcontractors shall include that time is of the essence.

f. Education Center Construction: The Board shall require the contractor to construct the Education Center in substantial compliance with the approved design and construction plans for the Education Center. All construction shall be in conformance with the Florida Building Code, as adopted by the state, pursuant to 9B-3.046, F.A.C. , Florida Statute 468.601 et. seq., and Chapter 61G19-1.001 et. seq. of the Florida Administrative Code, and S.R.E.F. as applicable. The Board shall require that the contractor be responsible for all labor, equipment and materials needed for the Education Center. The Board shall require contractors to maintain the construction site and surrounding Project Lands free from accumulations of waste materials or rubbish. The Board shall also require that upon completion of the Education Center contractors shall remove all waste materials and rubbish and all materials, equipment, supplies and other items that are not incorporated into the Education Facility.

g. Completion Dates: The Board shall cause the Education Center to be completed within eighteen (18) months of execution of this Agreement. However, in the event that any national, state or local emergency which significantly affects the Board's ability to perform, such as hurricanes, tornadoes, floods, acts of God, acts of war, other such catastrophes, or other man-made emergencies beyond the control of the Board such as labor strikes or riots, or for any other reason beyond the control of the Board, then the Board's obligation to cause the Education Center to be completed within aforementioned time frames shall be suspended for the period of time the condition continues to exist. The District agrees that it shall not unreasonably withhold its approval of any extension of time.

h. Correction Of Work: The Board shall require each contractor and subcontractor to correct work not in accordance with the approved construction designs, drawings and plans during construction and within one year after Final Payment. The Board shall also provide in its contracts with each contractor and subcontractor that should the contractor fail to correct work or persistently fails to carry out work under its contract, the District or Board may issue a notice to the contractor to stop work until the work is corrected or to allow the District or the Board to correct the deficiency, deducting the cost thereof from the payment due the contractor.

i. No Agency Relationship: Nothing herein shall be construed to create an agency relationship among any of the parties to this Agreement.

7. COMPENSATION/FUNDING: The District agrees to pay an amount not to exceed \$750,000 for construction of the Education Center. Payment will be made in accordance with the following schedule, subject to the Florida Prompt Payment Act, Part VII of Chapter 218, F.S.:

a) First Installment Payment: After obtaining the District's written approval of the design and construction plans as set forth in paragraph 4.a of this Agreement, the Board shall forward three (3) sealed and certified copies of the approved plans to the District and Board for their files and shall forward an invoice to the District for 25 percent of the budgeted funds for the Education Center. The District shall forward a check to the Board for 25 percent of the District's budget cost for the Education Center.

b) Second Installment Payment: At such time as 50 percent of the construction work for the Education Center has been completed, the Board shall forward an invoice to the District for an additional 50 percent of the remaining budgeted funds for the Education Center. The Board shall provide certification that the construction completed thus far is in compliance with the design and construction plans for the Education Center approved by the District. Upon the District's acceptance of the Board's said certification, the District shall forward a check to the Board for 50 percent of the remaining budget cost of the District.

c) Final Installment Payment: Upon completion and acceptance of the construction of the Education Center by the Board, the Board shall provide three sets of as-built plans for the Education Center to the District. The Board shall provide to the District a

certification that the Education Center has been constructed in substantial compliance with the design and construction plans for the Education Center approved by the District. The Board shall require the contractor to deliver a bond acceptable to the District and the Board indemnifying the District and the Board against any liens arising out of the Education Center. The Board shall forward an invoice to the District for the remaining budget funds for the Education Center. Upon the District's acceptance of the Board's said certification, the District shall forward a check to the Board for the remaining Education Center Monies of the District.

d) Invoices shall be submitted to the District at the following address:

Accounts Payable Section
Southwest Florida Water Management
Post Office Box 1166
Brooksville, FL 34605-1166

e) Each Board invoice shall include the following certification, and the Board hereby agrees to delegate authority to its Project manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Agreement For Construction, Operation and Maintenance of the Springs' Coast Environmental Education Center at the Weekiwachee Property between the South West Florida Water Management District and the Board of Public Instruction of Hernando County (SWF Parcel No. 15-773-182X) are allowable, allocable, properly documented, and in accordance with the approved project budget"

8. SCHOOL BOARD RESPONSIBILITIES: In addition to the responsibilities of the Board specified elsewhere in this Agreement, the Board shall be responsible as follows:

a) The Board shall provide a full-time teacher and necessary bus transportation for the Education Program. The Board shall also be responsible for any direct costs related to the Education Program.

b) Prior to the establishment or institution of any educational or research activities at the Education Center which were not included in the Master Plan and Curriculum described above, the Board shall submit plans and specifications of all proposed activities, including the development of a freshwater/natural systems curriculum, to the District for written approval. Upon approval by the District the educational or research activities shall be deemed incorporated into the Master Plan and Curriculum.

c) The Board shall work with the District in developing the Master Plan and curriculum.

d) The Board shall submit to the District annual reports of the Education Program

due by August 15th of each year, reports will include a participant program evaluation, pre and posttest assessment results and the number of students and teachers participating in the program.

e) The Board shall submit to the District a schedule of proposed use of the facilities by June 1st of each year.

f) The Board shall obtain all permits and authorizations that may be necessary to operate, maintain and manage the Education Center.

g) The Board shall connect to the Hernando County Utilities for sewer service within six months of availability. The Board shall be responsible for all fees and costs associated with connecting to Hernando County Utilities when sewer service is made available along CR 550. At the time of connection, the Board shall render the septic system inoperable and remove such system from the property.

h) The Board shall be responsible for the interior and exterior maintenance of the Education Center.

i) The Board shall be responsible for coordinating the use of the Education Center.

j) The Board shall be responsible for maintaining the existing trails on Project Lands, and shall keep Project Lands free of all litter and other refuse.

9. DISTRICT RESPONSIBILITIES:

a) The District shall allow use of the Education Center Lands for the purposes described in this Agreement and the Master Plan and Curriculum and shall contribute up to \$750,000 toward Education Center construction.

b) The District shall coordinate in advance all necessary land management activities such as plans for prescribed burning and land restoration with the Board.

c) The District shall cooperate with the Board in providing District staff as speakers or guides with adequate advance notice.

d) The District shall prepare annual reports of any environmental education activities conducted by the District, including number of visitors to the center.

10. GENERAL USE RESTRICTIONS:

a. This Agreement shall not be deemed to create or vest in the Board any interest or title to the Project Lands or Education Center, other than that specifically provided in this Agreement or in the Master Plan and Curriculum.

b. All vehicular travel within the Education Center Lands shall be done on

roadways and trails.

c. The possession, consumption, or other use of any alcoholic beverage, intoxicant and unlawful drug or substance by anyone within or on the Education Center Lands and the improvements thereon, shall be specifically prohibited.

d. The escape of or discharge of any sewage or effluent into the waters upon, under or from the Education Center Lands shall be prohibited except for those purposes currently permitted in connection with the existing improvements on the Education Center Lands.

e. The possession or use or use of any weapons or firearms on the Education Center Lands shall be prohibited with the exception of law enforcement officials.

f. Hunting, trapping, or the removal, release, or destruction of flora or fauna on the Education Center Lands shall be prohibited. However, control of exotic species may be necessary to preserve the lands in their natural condition.

g. The launching of any motorized watercraft from the Project Lands is prohibited.

h. The number of non-motorized watercraft allowed to be launched and utilized daily, in conjunction with the Master Plan and Curriculum, shall not exceed fifteen (15).

i. No watercraft, other than those associated with the activities approved in the Master Plan and Curriculum, shall be launched from the Education Center Lands.

j. All watercraft shall be launched and retrieved only at those sites identified and approved pursuant to Paragraph 4c.

11. ASSIGNABILITY: No party may assign or transfer its rights or obligations under this Agreement, including any operation or maintenance duties related to the Education Center without the prior written consent of the other party.

12. RIGHT TO INSPECT: The District shall have the right, at any reasonable time, to inspect the Education Center Lands, and the Education Center and the operation and maintenance activities for the Facility to insure compliance with the approved terms and conditions of this Agreement. The right is reserved to the District, its officers, agents, employees and assigns who shall identify themselves and present sufficient identification to the Board or its officers, agents, employees and assigns upon request.

13. LIABILITY: Each party hereto agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents, however, nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.

14. EDUCATION CENTER RECORDS AND DOCUMENTS: Each party shall, upon request, permit the other party to examine or audit all Education Center related records and documents during or following completion of the Education Center. Each party shall maintain all such records and documents for at least three (3) years following completion of the Education Center. All records and documents generated or received by either party in relation to the Education Center are subject to the Public Records Act in Chapter 119, Florida Statutes.
15. OWNERSHIP OF DOCUMENTS AND MATERIALS: All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with District funds or developed in connection with this Agreement shall be and remain the property of the District. Copies of all documents may be retained by the Board for its own records and the Board shall be entitled to utilize the same.
16. WORKS OF THE DISTRICT: The parties hereto expressly acknowledge and agree that the District reserves the right to operate, use and maintain the Education Center Lands and the improvements thereon for the primary purposes of water management and/or water supply, which rights are paramount and superior to the uses authorized by this Agreement, and the parties hereto recognized that said uses are subordinate thereto.
17. TAXES/ASSESSMENTS: If any ad valorem taxes, intangible property taxes, personal property taxes, or other taxes or assessments of any kind are assessed or levied lawfully on the lands of the Education Center as described pursuant to the whereas clauses and condition precedents and the improvements thereon based on the Board's use thereof during the term of this Agreement, the Board shall pay said taxes within thirty (30) days after receiving written notice thereof from the District. In the event the Board fails to pay all said taxes assessed or levied on the facility or appurtenances thereto within thirty (30) days after receiving written notice thereof from the District, the District may, at its sole option, pay said taxes subject to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the District, including reasonable attorney's fees. Failure of the Board to pay said taxes shall constitute a material breach of this Agreement.
18. DISTRICT RECOGNITION: The Board shall recognize District and Basin Board funding in any reports, curriculum, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to District approval. The Board shall provide signage at the Facility that recognizes funding for the Education Center provided by the District and Basin Boards. All signs must meet District approval as to form, content and location, and must be in accordance with local ordinances.
19. TERM: The initial term of this Agreement shall commence upon the execution by all parties and shall terminate on December 31, 2012.
20. RENEWAL TERM: Upon the expiration of the initial term of this Agreement, the Board and the District may renew this Agreement for additional incremental periods of ten

(10) years up to a maximum of fifty years upon terms and conditions set forth by the District at each ten-year renewal term. In the event the Board does not accept the terms and conditions for each renewal period set forth by the District prior to the expiration of this Agreement or any renewal term, this Agreement shall expire automatically and the District shall have the right to possession of the environmental education center.

21. TERMINATION: Any of the parties may terminate this Agreement upon another party's failure to fully comply with the terms and conditions of this Agreement. The party considering termination shall provide the other party with a written "Notice of Termination" stating its intent to terminate and describing those terms and conditions with which the other party has failed to comply. If the party failing to comply has not remedied its failure within thirty (30) days after receiving notice of termination, this Agreement shall terminate.

22. RELEASE OF INFORMATION: The parties shall not initiate any verbal or written media interviews or issue press releases on or about the Education Center without providing advance copies to the other party. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.

23. TIME OF THE ESSENCE: Time limits stated in this Agreement and in the Master Plan and Curriculum are of the essence of the Agreement. Time limits may be extended by Change Order where delay is beyond the control of the contractor, or subcontractor, or a delay is due to a change order.

The Remainder of this Page is Intentionally Left blank

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signature below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Dennis M Brass
Witness

By: [Signature] 5-31-02
E. D. Vergara, Executive Director/Date

Federal ID # 59-0965067

Jean Riccardelli
Witness

Board of Public Instruction of
Hernando County, Florida

Dr. Terry Jelene
Superintendent

By: [Signature]
Chairperson Date

Federal ID # _____

4/2/02

APPROVED BY: [Signature] ~~SEP~~ Gov. Bd. 4-02
ATTORNEY: [Signature]
MANAGER: CEK 4-3-02
DIRECTOR: [Signature] 4-2-02
DEPUTY EXEC. DIR: [Signature] 4-16-02
CONTRACTS: [Signature] 05/23/02

Exhibit "A"

"Exhibit "A"
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Coastal Rivers Basin
Weekiwachee Riverine System

SWF Parcel No. 15-773-182X

April 15, 2002

Those portions of Government Lots 3 and 4 of Section 2, and Government Lot 1 of Section 3, all being in Township 23 South, Range 17 East, Hernando County, Florida, more particularly described as follows:

Commence at the Northeast corner of the aforementioned Government Lot 4, thence South $02^{\circ}13'05''$ West, 1238.09 feet along the East line of Government Lot 4 to a point on the Southerly right-of-way line of County Road No.550, and the **POINT OF BEGINNING**:

Thence along said Southerly right-of-way line North $89^{\circ}42'58''$ West, 184.39 feet to the beginning non-tangent curve concave to the Northeast having a radius of 931.47 feet;

Thence Westerly along said right-of-way line and the arc of said curve a distance of 826.69 feet (chord bearing North $64^{\circ}06'34''$ West, chord distance 799.82 feet) to the end of said curve;

Thence leaving said right-of-way South $48^{\circ}55'51''$ West, 386 feet more or less to the Weekiwachee River;

Thence Easterly along the sinuosities of the Weekiwachee River to a point bearing South $00^{\circ}17'02''$ West, 291 feet more or less from a point on said Southerly right-of-way line;

Thence North $00^{\circ}17'02''$ West to said point;

Thence along said Southerly right-of-way line, North $89^{\circ}42'58''$ West, 1147.08 feet to the **POINT OF BEGINNING**.

Parcel 15-773-182X contains 22.74 acres, more or less.

SWF Parcel No. 15-773-182X

FIRST AMENDMENT TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
THE BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY FOR
CONSTRUCTION, OPERATION AND MAINTENANCE OF
THE SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER
AT THE WEEKIWACHEE PROPERTY

This FIRST AMENDMENT entered into and effective the 7 day of September 2004, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, for itself and on behalf of the Coastal Rivers Basin Board, a subdivision of the Southwest Florida Water Management District, hereinafter collectively referred to as "the District," and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY a public corporation of the State of Florida, hereinafter referred to as "the School Board".

WITNESSETH:

WHEREAS, the District, and the School Board entered into an Agreement dated May 31, 2002, for the construction, operation, and maintenance of the Springs Coast Environmental Education Center hereinafter referred to as the "Education Center", and

WHEREAS, the District agreed to fund the construction of the Education Center, up to a maximum of \$750,000, and

WHEREAS, the construction of the Education Center was delayed do to zoning and permitting issues associated with the City of Weeki Wachee, and

WHEREAS, these delays resulted in increased material costs, and

WHEREAS, the parties hereto wish to amend the Agreement to provide additional District financial assistance for the Education Center, and

WHEREAS, the parties hereto wish to amend the Agreement to modify the payment draw schedule contained in the Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the original Agreement, dated May 31, 2002, as follows:

1. Paragraph 7. COMPENSATION/FUNDING is hereby amended to increase Education Center funding by replacing the first sentence in its entirety as follows: The District agrees to pay an amount not to exceed \$780,000 for construction of the Education Center.
2. Paragraphs 7b and 7c are hereby replaced in their entirety with the following language:

For satisfactory completion of the Education Center, the District agrees to pay the School Board an amount not to exceed Seven Hundred Eighty Thousand Dollars (\$780,000). Payment will be made to the School Board based on percentage of completion and the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a

properly documented invoice and progress report showing the percentage of work completed pursuant to the Schedule of Values attached as Exhibit "A" and incorporated herein by reference.

- 3. Paragraph 7d is hereby replaced in its entirety with the following language:

Invoices shall be submitted monthly to the District at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 1166
Brooksville, Florida 34605-1166

- 4. The terms, covenants and conditions set forth in the original Agreement, dated May 31, 2002, that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and year first above written.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

Dennis M. Brass
Witness

By: David L. Moore
David L Moore, Executive Director

Carolyn L. Stout
Witness

BOARD of PUBLIC INSTRUCTION
of HERNANDO COUNTY, FLORIDA

Dr. Wendy L. Helton
Superintendent

By: Sandra Nicholson
Chairperson

APPROVED BY:	INITIALS	DATE
ATTORNEY	SAC	5/27/04
MANAGER	CKK	5/27/04
DIRECTOR	JRP	6/9/04
DEPUTY EXEC DIR	BSW	6-9-4

Springe Coast Environmental
Education Center

5/17/2004

Exhibit "A"

Exhibit "A"

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEK OF	4/5-4/9	4/12-4/16	4/19-4/23	4/28-4/30	5/3-5/7	5/10-5/14	5/17-5/21	5/24-5/28	5/31-5/4	5/7-5/11	5/14-5/18	5/21-5/25	5/28-7/2	7/5-7/9
Mobilization	\$ 30,000.00													
Site Work		\$ 91,523.50												
Plumbing			\$ 15,398.00											
Concrete				\$ 56,835.00									\$ 9,000.00	
Masonry					\$ 60,000.00									
Electrical						\$ 59,000.00								
Trusses/Framing											\$ 37,709.00	\$ 42,500.00		
Insulation														
Roofing														
Exterior														
Mechanical														
Doors														
Frames														
Door Hardware														
Windows												\$ 18,000.00		
Ceiling														
Flooring														
Painting														
Fire Alarm														
Ceramic Tile														
Cabinetry														
Light Compartments														
Fans														
Blinds														
toilet Accessories														
Sliding														
Fence													\$ 9,000.00	
Shutters														
Reflection Screen														

Renditions

SWF Parcel No. 15-773-182X

SECOND AMENDMENT TO AGREEMENT BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND THE BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF THE SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER AT THE WEEKIWACHEE PROPERTY

This SECOND AMENDMENT entered into and effective the 12 day of September, 2005, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, for itself and in behalf of the Coastal Basin Board, a subdivision of the Southwest Florida Water Management District, hereinafter collectively referred to as the "District" and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, a public corporation of the State of Florida, hereinafter referred to as the "School Board".

WITNESSETH:

WHEREAS, the District and the School Board entered into an Agreement dated May 31, 2002, for the construction, operation, and maintenance of the Springs Coast Environmental Education Center hereinafter referred to as the "Education Center"; and

WHEREAS, the District and the School Board entered into a First Amendment to the Agreement on September 7, 2004; and

WHEREAS, the District and the School Board desire to clarify the School Board's utilization of the facilities; and

WHEREAS, the parties hereto wish to amend the Agreement to provide such clarification.

Exhibit "A"

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the original Agreement, dated May 31, 2002, as amended on September 7, 2004, as follows:

1. The School Board shall utilize the property for field trip purposes for Hernando County School District students utilizing the classrooms, grounds, docks and other facilities for the provision of environmental education to students in Hernando County,
2. The terms, covenants and conditions set forth in the original Agreement, dated May 31, 2002, as amended on September 7, 2004, that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above written.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

Dianna M. Bras
Witness:

By: David L. Moore 9-12-05
David L. Moore, Executive Director

Mary F. Sester
Witness:

BOARD OF PUBLIC INSTRUCTION
OF HERNANDO COUNTY, FLORIDA

Wendy L. Tellone
Wendy L. Tellone, Superintendent

By: Robert Wiggins
Robert Wiggins, Chairman

Approved by:
Paul Carland
General Council
8/1/05

APPROVED BY: Kamille 6/15/05
ATTORNEY: _____
MANAGER: 7-2-05
DIRECTOR: 7-2-05
DEPUTY EXEC. DIR: 7-12-05

SWF Parcel No 15-773-182X

THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND THE BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA, FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF THE SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER AT THE WEEKIWACHEE PROPERTY

This THIRD AMENDMENT entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, for itself and in behalf of the Coastal Basin Board, a subdivision of the Southwest Florida Water Management District, hereinafter collectively referred to as the "DISTRICT" and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA, a public corporation of the State of Florida, hereinafter referred to as the "SCHOOL BOARD".

WITNESSETH:

WHEREAS, the DISTRICT and the SCHOOL BOARD entered into an Agreement dated May 31, 2002, hereinafter referred to as the "AGREEMENT", for the construction, operation and maintenance of the Springs Coast Environmental Education Center, hereinafter referred to as the "EDUCATION CENTER"; and

WHEREAS, the DISTRICT and the SCHOOL BOARD desire to construct an observation deck at the EDUCATION CENTER; and

WHEREAS, the DISTRICT agreed to provide \$75,000 for the construction of the observation deck to be paid in a lump sum upon completion of construction; and

WHEREAS, the SCHOOL BOARD agreed to oversee the design, permitting and construction of the observation deck and provide all funding in excess of \$75,000; and

WHEREAS, the joint cooperation between the DISTRICT and the SCHOOL BOARD is in the best interest of the public.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the AGREEMENT, and subsequent amendments, as follows:

1. **Term:** This THIRD AMENDMENT will be effective from the date of its execution by the last of the parties (the "Effective Date"), and will thereafter be in force in accordance with the terms of the AGREEMENT.
2. **Scope of Work:** The SCHOOL BOARD will develop a site plan for the construction of the observation deck to be approved in writing by the DISTRICT. The SCHOOL BOARD will arrange for and furnish all services necessary and required to accomplish and complete the observation deck, in accordance with the terms of the AGREEMENT, as stated in Section 6 "Scope of Work", except:
 - a. The SCHOOL BOARD will complete construction and make request for payment to the DISTRICT no later than January 31, 2008, unless such deadline is extended in writing by authorized representatives of each party.

SWF Parcel No 15-773-182X

- b. Upon completion of the construction of the observation deck, the SCHOOL BOARD will certify in writing to the DISTRICT that the project is fully completed and in compliance with all permit conditions that may apply.
 - c. The SCHOOL BOARD will submit to the District an invoice and certification of expenses for an amount not to exceed \$75,000 once the DISTRICT has verified, in writing, to the SCHOOL BOARD that the construction of the observation deck has been completed to the District's satisfaction and in accordance with the approved site plan.
3. **Terms and Conditions:** The DISTRICT and the SCHOOL BOARD acknowledge that all other terms and conditions of the AGREEMENT, and subsequent amendments, not modified herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this THIRD AMENDMENT to the AGREEMENT on the day and year set forth next to their signature below:

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: [Signature]
David L. Moore, Executive Director

Witness: [Signature]

Date: 3-20-07

BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA

By: [Signature]
Superintendent

By: [Signature]
Chairperson

Date: 10-17-06

Reviewed as to form and legal sufficiency

By: [Signature] 10/3/06
School Board Attorney

APPROVED BY:	INITIALS	DATE
ATTORNEY	<u>[Signature]</u>	8/17/06
MANAGER	<u>[Signature]</u>	3/21/07
DIRECTOR	<u>[Signature]</u>	2 March 07
DEPUTY EXEC DIR	<u>[Signature]</u>	7-13-7

SWF Parcel Number 15-773-182X

**FOURTH AMENDMENT TO
OPERATION AND MAINTENANCE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
FOR THE
SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER**

This Agreement, effective as of December 31, 2012, is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida, 34604-6899, hereinafter referred to as the "District", and the Board of Public Instruction of Hernando County, a public corporation of the State of Florida, having an address of 919 North Broad Street, Brooksville, Florida 34601, hereinafter referred to as the "Board."

WITNESSETH:

WHEREAS, the Springs Coast Environmental Education Center, the "Education Center", is located on property owned by the District known as the Weekiwachee Preserve and was constructed and is operated and maintained by the Board to provide students of Hernando County the opportunity to learn about the water resources of the Weekiwachee River Basin and to experience environmental education in an outdoor setting; and

WHEREAS, the District and the Board entered into an Agreement dated May 31, 2002, attached hereto as Exhibit "A", the "May 31, 2002 Agreement", for the construction, operation and maintenance of the Education Center, which expired on December 31, 2012; and

WHEREAS, the Parties desire to enter into a new Agreement, incorporating the terms and conditions of the May 31, 2002 Agreement, and replace certain terms and conditions of the May 31, 2002 Agreement with new terms and conditions.

NOW THEREFORE, the District and the Board, in consideration of the mutual terms, covenants and conditions set forth herein, mutually agree as follows:

1. Except as otherwise provided herein, the terms, covenants and conditions of the May 31, 2002 Agreement are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties hereto.

2. Paragraph 5 of the May 31, 2002 Agreement, EDUCATION CENTER MANAGER AND NOTICES, is amended as follows:

Project Manager for the District: Land Management Section Manager
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Project Manager for the Board: Director of Facilities
Hernando County Schools
8016 Mobley Road
Brooksville, Florida 34601

3. Paragraph 6.d. of the May 31, 2002 Agreement, SCOPE OF WORK: Insurance, is replaced with the following:

d. INSURANCE REQUIREMENT. The Board is a public corporation of the State of Florida. It may be fully insured or self-insured for liability coverage. The Board agrees to maintain in force during the entire term of the Agreement, general liability and vehicle liability coverage and workers' compensation in accordance with Chapter 440, F.S. However, nothing herein shall be construed to extend the School Board's liability beyond that provided in Section 768.28, F.S.

1. The Board agrees to provide documentation to the District from its insurance carrier, or on Board letterhead, that the above insurance is in effect for the full term of the Agreement.

2. The Board agrees to provide the District with thirty (30) days prior written notice of any material change, cancellation or claim that would affect the required coverage.

3. Certificates of insurance verifying general liability, vehicle liability and workers' compensation and any other line of coverage specifically relevant to the Agreement are required from any contractor or subcontractor who performs services for the Board pursuant to this Agreement.

4. Paragraph 8 of the May 31, 2002 Agreement, SCHOOL BOARD RESPONSIBILITIES, is amended to delete the following:

c) The District shall cooperate with the Board in providing District staff as speakers or guides with adequate advance notice.


- d) The District shall prepare annual reports of any environmental education activities conducted by the District, including number of students/visitors to the center.
5. Paragraph 8 of the May 31, 2002 Agreement is further amended to add the following:
- (i) The District's Governing Board, at its sole discretion, reserves the right to rename the Education Center. The Board will not be responsible for any costs that may result from the District's decision to rename the Education Center. The District may consult with the Board regarding any proposed name change prior to obtaining the approval of the District's Governing Board.
6. Paragraph 10(e) of the May 31, 2002 Agreement, GENERAL USE RESTRICTIONS, is replaced with the following:
- e) The possession or use of any weapons or firearms on the Education Center Lands shall be in accordance with Chapter 790, F.S.
7. Paragraph 10(h) of the May 31, 2002 Agreement, GENERAL USE RESTRICTIONS, is replaced with the following:
- h) The number of non-motorized watercraft allowed to be launched and utilized daily, in conjunction with the Master Plan and Curriculum, shall not exceed twenty-five (25).
8. Paragraph 13. Liability: is replaced with the following:
- Each party hereto agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors, agents, or anyone for whose acts or omissions either party may be liable as a result of its performance under this Agreement. Nothing contained herein shall constitute a waiver of either party's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under 768.28, F.S. This provision shall survive the termination of this Agreement.
9. Paragraphs 19 of the May 31, 2012 Agreement, TERM, is replaced with the following:
- The term of this Agreement as depicted in Exhibit "A" attached hereto and incorporated herein by reference will be for a period of ten (10) years from the date of its execution by the last of the parties. The District and the Board will have the option to extend this Agreement for three successive ten (10) year

term(s) subject to the terms and conditions contained herein, and provided that the Board is not in default hereunder. If the Board elects to exercise an option for a renewal term, then the Board will provide written notice to the District of its intent at least one (1) year prior to the termination of the initial term or then current renewal term. The renewal will be in writing in the form of a formal amendment to this Agreement and executed by the District and the Board. In the event that the Board does not accept the terms and conditions for each renewal period set forth by the District prior to the expiration of this Agreement or any renewal term, this Agreement shall expire automatically and the District will have the right to possession of the Education Center.

10. Paragraph 20 of the May 31, 2002 Agreement is deleted and replaced by Paragraph 19 and all subsequent remaining paragraphs are renumbered chronologically.

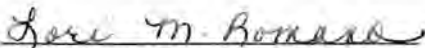
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signature below.

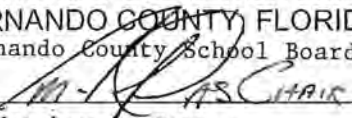
SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: 
Blake C. Guillory, Executive Director

Federal ID # 59-0965067

BOARD OF PUBLIC INSTRUCTION OF
HERNANDO COUNTY, FLORIDA
(Hernando County School Board)


Lori M. Romano, Ph.D.
Superintendent of Schools

By: 
Matthew A. Foreman
Board Chairperson

Federal ID # 59-6000647

APPROVED BY:	INITIALS	DATE
Attorney	<u>cnf</u>	<u>2/28/13</u>
Manager	<u> </u>	<u> </u>
Bureau Chief	<u>NA</u>	<u> </u>
Division Director	<u>MLH</u>	<u>8/1/13</u>
General Counsel	<u>NA</u>	<u> </u>
Assistant Exe Dir	<u>NA</u>	<u> </u>

Exhibit "A"

This instrument prepared by:
Southwest Florida Water
Management District
2379 Broad Street
Brooksville, FL 34604-6899

SWF Parcel No. 15-773-182X

**AGREEMENT FOR
CONSTRUCTION, OPERATION AND MAINTENANCE
OF THE
SPRINGS' COAST ENVIRONMENTAL EDUCATION CENTER
AT THE WEEKIWACHEE PROPERTY**

This Agreement is made and entered into this 31st day of May 2002 by and between the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, for itself and on behalf of the COASTAL RIVER BASIN BOARD, hereinafter referred to as "the District", and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA, a public corporation of the State of Florida, hereinafter referred to as the "Board."

WITNESSETH:

Whereas, the District owns certain real property located in Hernando County, Florida, known as the Weekiwachee Property; and

Whereas, the District and Board have selected a location on the Weekiwachee Property to construct an environmental education center; and

Whereas, the District and the Board desire to combine their resources and efforts to construct, operate and maintain an environmental education facility on the Weekiwachee Property, hereinafter referred to as the "Education Center"; and

Whereas, the Board represents that they possess the requisite skills, knowledge, expertise and resources and do agree to provide the desired services to the District; and

Whereas, the District has agreed to provide the Board with up to \$750,000 to construct the necessary building; and

Whereas, joint cooperation between the District and the Board is in the best interest of the public.

Now, therefore, the District and the Board, in consideration of the mutual terms, covenants and conditions set forth herein, hereby mutually agree as follow:

1. **EDUCATION CENTER:** Upon satisfaction of all conditions precedent as set forth in paragraph 4 below, the Board, and upon notice to proceed from the District, shall construct

Exhibit "A"

a building (the "Education Center"), on a site to be agreed upon pursuant to paragraph 4a below, within the Weekiwachee Property described in Exhibit "A" attached hereto and made a part hereof (the "Education Center Lands").

2. EDUCATION CENTER COSTS: The District shall pay up to \$750,000.00 for the construction of the Education Center (the "Education Center monies"). Disbursements of the Education Center Monies shall be made in accordance with paragraph 7 below.

3. USE AND OWNERSHIP: Upon execution of this Agreement, occurrence of all conditions precedent, and completed construction of the Education Center, the Board shall use the facilities to provide environmental educational training with emphasis on the wisdom of protecting, conserving and preserving natural and freshwater systems. The District shall be allowed to use the meeting room in the Facility at no charge based upon the availability of the meeting room and the District reserving the room from the Board in advance.

4. CONDITIONS PRECEDENT: Within nine (9) months of the effective date of this Agreement the Board and the District agree that the activities set forth below shall be completed. Should any activity not be so completed, the District and the Board may mutually agree to amend this Agreement to extend the time for completion, or either party may terminate this Agreement pursuant to Paragraph 21.

- a. Mutual agreement on the site within the Education Center Lands for construction of the Education Center;
- b. Survey of the construction site and preparation of the legal description;
- c. Approval of drawings, specifications and complete construction plans by the District for the Education Center and other related amenities to be constructed on Project Lands;
- d. Establishment of an Environmental Center Advisory Council that shall oversee the development of the Master Plan and Curricula. A representative from the District will be included on the council.
- e. Master Plan and Curriculum to include:
 - i. Education Plan and Curriculum focusing on water resources and wetlands ("Education Program");
 - ii. Education Center task deadlines;
 - iii. Line item Education Center budget;
 - iv. Any other items mutually agreeable to each party to be incorporated into the Master Plan and Curriculum.

5. PROJECT MANAGER AND NOTICES: Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with Education Center coordination and shall be the party's prime contact person. Notices or reports shall be sent to the attention of the parties' Project Manager by U.S. mail, postage paid, or by nationally recognized overnight delivery service, to the parties' addresses as follows:

Exhibit "A"

Project Manager for the District: Will Miller
Senior Land Use Specialist
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Project Manager for the Board: Graydon Howe,
Director of Plant Operations
Hernando County Schools
919 North Broad Street
Brooksville, Florida 34601

a. The District's Project Manager is hereby authorized to approve requests to extend an Education Center task deadline set forth in the Master Plan curriculum. Such approval shall be in writing, shall explain the reason for the extension and shall be signed by the Project Manager and his/her Department Director. The District's Project Manger is not authorized to approve any time extension that will result in an increased cost to the District or any time extension which will likely delay the final Education Center task deadline.

b. The District's Project Manager is authorized to adjust a line item amount of the Education Center budget set forth in the master/plan curriculum, if such adjustment does not exceed ten percent (10%) of the line item amount, aggregate adjustments are less than \$10,000, and such adjustment does not result in an increase in the total Education Center cost to be paid by the District. Such approval shall be in writing, shall explain the reason for adjustment, and shall be signed by the Education Center Manager and his/her Department Director and their Deputy Executive Director. The District's Education Center Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the not-to-exceed set forth in the compensation section of this Agreement.

6. SCOPE OF WORK: The Board shall arrange for and or furnish all services necessary and required to accomplish and complete the Education Center and in accordance with the proposed Education Center plan set forth in the Master Plan and Curriculum.

a. Board Acts as Education Center Administrator: The District and the Board herein agree that the Board shall act as administrator for the design and construction of the Education Center in exchange for the use by the Board of the Education Center for the activities specified in the Master Plan and Curriculum, as may be amended from time to time. The Board shall make reasonable efforts to ensure the development of an energy-efficient design and construction plans. The District shall have sixty (60) days to review each set of drawings, design specifications, and construction plans and to provide the Board with written approval of same. In the event that the District objects within the sixty (60) day period, the Board shall as soon as practical submit a modified set that satisfies the District's objection. After obtaining the District's written approval of the design and

Exhibit "A"

construction plans, the Board shall forward three (3) signed and sealed copies of the approved plans to the District for its files. The District's approval of the design and construction plans does not constitute a representation or warranty that the District has verified the architectural, engineering, mechanical, electrical, or other components of the design and construction plans, or that such documents are in compliance with District rules and regulations or any other applicable rules, regulations, or laws.

b. Permits: Upon the District's notice to proceed with construction of the Education Center, the Administrator shall ensure that all necessary permits, approvals, and licenses are obtained from all appropriate agencies prior to construction of the Education Center. If the Education Center requires any District permit, the District is a co-applicant, and the Florida Department of Environmental Protection shall be the permitting agency.

c. Selection of Contractors: The Board shall be responsible for the selection of and contracting with, any and all contractors needed to accomplish the work set forth in the approved design and construction plans. If required by law and the Purchasing Ordinance of the Board of Public Instruction of Hernando County, the Board shall select the contractors by the competitive bid process. The District, at the request of the Board shall assist in evaluating prospective contractors for the purposes of carrying out the requirements of this Agreement. The Board shall submit the name of each of the contractors it desires to select.

d. Insurance: The Board shall require each contractor to maintain during the term of this agreement, insurance in the following kinds and amounts or limits with a company or companies, authorized to do business in the State of Florida and shall not commence work under the agreement until the District has received an acceptable certificate or certificates of insurance identifying the Board as certificate holder showing evidence of such coverage:

- i. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Minimum Limits-	\$500,000.00 per occurrence
	\$1,000,000.00 in the aggregate

- ii. Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$300,000.00
Bodily Injury Liability per Occurrence	\$600,000.00
Property Damage Liability	\$300,000.00

	Or	
Combined Single Limit		\$1,000,000.00

Exhibit "A"

- iii. The Board and its employees, agents, and officers shall be named as additional insureds on the general liability policy to the extent of the Board's interests arising from the contract.
- iv. Workers compensation insurance in accordance with Florida Statute 440. and/or maritime law, if applicable.
- v. Certificates of insurance shall be required from and sub-contractors otherwise the Contractor must provide evidence satisfactory to the Board that coverage is afforded to the sub-contractor by the Contractor's insurance policy.
- vi. A contract performance bond and labor and materials payment bond satisfactory to the Board equal to one hundred percent (100%) of the contract amount.
- vii. Architects professional liability (errors and omissions) insurance in a minimum amount of one million dollars (\$1,000,000) shall be required from the design engineers.
- viii. The Contractor shall provide a builders risk insurance policy (all-risk perils including flood) to the Board in the amount of one hundred percent (100%) of the value of the complete building/structure. The Board is to be named as additional insured on the policy.

e. Approval of Contract: All contracts between the Board and contractors shall name the District as a beneficiary of the work to be completed and that the contractor is responsible to and shall hold harmless and indemnify the District for personal injury or property damage arising from acts and omissions of the contractor's employees and agents performing work on the Education Center for or on behalf of the contractor. Each contract with contractors and subcontractors shall include that time is of the essence.

f. Education Center Construction: The Board shall require the contractor to construct the Education Center in substantial compliance with the approved design and construction plans for the Education Center. All construction shall be in conformance with the Florida Building Code, as adopted by the state, pursuant to 9B-3.046, F.A.C. , Florida Statute 468.601 et. seq., and Chapter 61G19-1.001 et. seq. of the Florida Administrative Code, and S.R.E.F. as applicable. The Board shall require that the contractor be responsible for all labor, equipment and materials needed for the Education Center. The Board shall require contractors to maintain the construction site and surrounding Project Lands free from accumulations of waste materials or rubbish. The Board shall also require that upon completion of the Education Center contractors shall remove all waste materials and rubbish and all materials, equipment, supplies and other items that are not incorporated into the Education Facility.

Exhibit "A"

g. Completion Dates: The Board shall cause the Education Center to be completed within eighteen (18) months of execution of this Agreement. However, in the event that any national, state or local emergency which significantly affects the Board's ability to perform, such as hurricanes, tornadoes, floods, acts of God, acts of war, other such catastrophes, or other man-made emergencies beyond the control of the Board such as labor strikes or riots, or for any other reason beyond the control of the Board, then the Board's obligation to cause the Education Center to be completed within aforementioned time frames shall be suspended for the period of time the condition continues to exist. The District agrees that it shall not unreasonably withhold its approval of any extension of time.

h. Correction Of Work: The Board shall require each contractor and subcontractor to correct work not in accordance with the approved construction designs, drawings and plans during construction and within one year after Final Payment. The Board shall also provide in its contracts with each contractor and subcontractor that should the contractor fail to correct work or persistently fails to carry out work under its contract, the District or Board may issue a notice to the contractor to stop work until the work is corrected or to allow the District or the Board to correct the deficiency, deducting the cost thereof from the payment due the contractor.

i. No Agency Relationship: Nothing herein shall be construed to create an agency relationship among any of the parties to this Agreement.

7. COMPENSATION/FUNDING: The District agrees to pay an amount not to exceed \$750,000 for construction of the Education Center. Payment will be made in accordance with the following schedule, subject to the Florida Prompt Payment Act, Part VII of Chapter 218, F.S.:

a) First Installment Payment: After obtaining the District's written approval of the design and construction plans as set forth in paragraph 4.a of this Agreement, the Board shall forward three (3) sealed and certified copies of the approved plans to the District and Board for their files and shall forward an invoice to the District for 25 percent of the budgeted funds for the Education Center. The District shall forward a check to the Board for 25 percent of the District's budget cost for the Education Center.

b) Second Installment Payment: At such time as 50 percent of the construction work for the Education Center has been completed, the Board shall forward an invoice to the District for an additional 50 percent of the remaining budgeted funds for the Education Center. The Board shall provide certification that the construction completed thus far is in compliance with the design and construction plans for the Education Center approved by the District. Upon the District's acceptance of the Board's said certification, the District shall forward a check to the Board for 50 percent of the remaining budget cost of the District.

c) Final Installment Payment: Upon completion and acceptance of the construction of the Education Center by the Board, the Board shall provide three sets of as-built plans for the Education Center to the District. The Board shall provide to the District a

Exhibit "A"

certification that the Education Center has been constructed in substantial compliance with the design and construction plans for the Education Center approved by the District. The Board shall require the contractor to deliver a bond acceptable to the District and the Board indemnifying the District and the Board against any liens arising out of the Education Center. The Board shall forward an invoice to the District for the remaining budget funds for the Education Center. Upon the District's acceptance of the Board's said certification, the District shall forward a check to the Board for the remaining Education Center Monies of the District.

d) Invoices shall be submitted to the District at the following address:

Accounts Payable Section
Southwest Florida Water Management
Post Office Box 1166
Brooksville, FL 34605-1166

e) Each Board invoice shall include the following certification, and the Board hereby agrees to delegate authority to its Project manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Agreement For Construction, Operation and Maintenance of the Springs' Coast Environmental Education Center at the Weekiwachee Property between the South West Florida Water Management District and the Board of Public Instruction of Hernando County (SWF Parcel No. 15-773-182X) are allowable, allocable, properly documented, and in accordance with the approved project budget"

8. SCHOOL BOARD RESPONSIBILITIES: In addition to the responsibilities of the Board specified elsewhere in this Agreement, the Board shall be responsible as follows:

a) The Board shall provide a full-time teacher and necessary bus transportation for the Education Program. The Board shall also be responsible for any direct costs related to the Education Program.

b) Prior to the establishment or institution of any educational or research activities at the Education Center which were not included in the Master Plan and Curriculum described above, the Board shall submit plans and specifications of all proposed activities, including the development of a freshwater/natural systems curriculum, to the District for written approval. Upon approval by the District the educational or research activities shall be deemed incorporated into the Master Plan and Curriculum.

c) The Board shall work with the District in developing the Master Plan and curriculum.

d) The Board shall submit to the District annual reports of the Education Program

Exhibit "A"

Exhibit "A"

due by August 15th of each year, reports will include a participant program evaluation, pre and posttest assessment results and the number of students and teachers participating in the program.

e) The Board shall submit to the District a schedule of proposed use of the facilities by June 1st of each year.

f) The Board shall obtain all permits and authorizations that may be necessary to operate, maintain and manage the Education Center.

g) The Board shall connect to the Hernando County Utilities for sewer service within six months of availability. The Board shall be responsible for all fees and costs associated with connecting to Hernando County Utilities when sewer service is made available along CR 550. At the time of connection, the Board shall render the septic system inoperable and remove such system from the property.

h) The Board shall be responsible for the interior and exterior maintenance of the Education Center.

i) The Board shall be responsible for coordinating the use of the Education Center,

j) The Board shall be responsible for maintaining the existing trails on Project Lands, and shall keep Project Lands free of all litter and other refuse.

9. DISTRICT RESPONSIBILITIES:

a) The District shall allow use of the Education Center Lands for the purposes described in this Agreement and the Master Plan and Curriculum and shall contribute up to \$750,000 toward Education Center construction.

b) The District shall coordinate in advance all necessary land management activities such as plans for prescribed burning and land restoration with the Board.

c) The District shall cooperate with the Board in providing District staff as speakers or guides with adequate advance notice.

d) The District shall prepare annual reports of any environmental education activities conducted by the District, including number of visitors to the center.

10. GENERAL USE RESTRICTIONS:

a. This Agreement shall not be deemed to create or vest in the Board any interest or title to the Project Lands or Education Center, other than that specifically provided in this Agreement or in the Master Plan and Curriculum.

b. All vehicular travel within the Education Center Lands shall be done on

Exhibit "A"

Exhibit "A"

roadways and trails.

c. The possession, consumption, or other use of any alcoholic beverage, intoxicant and unlawful drug or substance by anyone within or on the Education Center Lands and the improvements thereon, shall be specifically prohibited.

d. The escape of or discharge of any sewage or effluent into the waters upon, under or from the Education Center Lands shall be prohibited except for those purposes currently permitted in connection with the existing improvements on the Education Center Lands.

e. The possession or use or use of any weapons or firearms on the Education Center Lands shall be prohibited with the exception of law enforcement officials.

f. Hunting, trapping, or the removal, release, or destruction of flora or fauna on the Education Center Lands shall be prohibited. However, control of exotic species may be necessary to preserve the lands in their natural condition.

g. The launching of any motorized watercraft from the Project Lands is prohibited.

h. The number of non-motorized watercraft allowed to be launched and utilized daily, in conjunction with the Master Plan and Curriculum, shall not exceed fifteen (15).

i. No watercraft, other than those associated with the activities approved in the Master Plan and Curriculum, shall be launched from the Education Center Lands.

j. All watercraft shall be launched and retrieved only at those sites identified and approved pursuant to Paragraph 4c.

11. ASSIGNABILITY: No party may assign or transfer its rights or obligations under this Agreement, including any operation or maintenance duties related to the Education Center without the prior written consent of the other party.

12. RIGHT TO INSPECT: The District shall have the right, at any reasonable time, to inspect the Education Center Lands, and the Education Center and the operation and maintenance activities for the Facility to insure compliance with the approved terms and conditions of this Agreement. The right is reserved to the District, its officers, agents, employees and assigns who shall identify themselves and present sufficient identification to the Board or its officers, agents, employees and assigns upon request.

13. LIABILITY: Each party hereto agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents, however, nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.

Exhibit "A"

14. EDUCATION CENTER RECORDS AND DOCUMENTS: Each party shall, upon request, permit the other party to examine or audit all Education Center related records and documents during or following completion of the Education Center. Each party shall maintain all such records and documents for at least three (3) years following completion of the Education Center. All records and documents generated or received by either party in relation to the Education Center are subject to the Public Records Act in Chapter 119, Florida Statutes.

15. OWNERSHIP OF DOCUMENTS AND MATERIALS: All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with District funds or developed in connection with this Agreement shall be and remain the property of the District. Copies of all documents may be retained by the Board for its own records and the Board shall be entitled to utilize the same.

16. WORKS OF THE DISTRICT: The parties hereto expressly acknowledge and agree that the District reserves the right to operate, use and maintain the Education Center Lands and the improvements thereon for the primary purposes of water management and/or water supply, which rights are paramount and superior to the uses authorized by this Agreement, and the parties hereto recognized that said uses are subordinate thereto.

17. TAXES/ASSESSMENTS: If any ad valorem taxes, intangible property taxes, personal property taxes, or other taxes or assessments of any kind are assessed or levied lawfully on the lands of the Education Center as described pursuant to the whereas clauses and condition precedents and the improvements thereon based on the Board's use thereof during the term of this Agreement, the Board shall pay said taxes within thirty (30) days after receiving written notice thereof from the District. In the event the Board fails to pay all said taxes assessed or levied on the facility or appurtenances thereto within thirty (30) days after receiving written notice thereof from the District, the District may, at its sole option, pay said taxes subject to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the District, including reasonable attorney's fees. Failure of the Board to pay said taxes shall constitute a material breach of this Agreement.

18. DISTRICT RECOGNITION: The Board shall recognize District and Basin Board funding in any reports, curriculum, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to District approval. The Board shall provide signage at the Facility that recognizes funding for the Education Center provided by the District and Basin Boards. All signs must meet District approval as to form, content and location, and must be in accordance with local ordinances.

19. TERM: The initial term of this Agreement shall commence upon the execution by all parties and shall terminate on December 31, 2012.

20. RENEWAL TERM: Upon the expiration of the initial term of this Agreement, the Board and the District may renew this Agreement for additional incremental periods of ten

Exhibit "A"

(10) years up to a maximum of fifty years upon terms and conditions set forth by the District at each ten-year renewal term. In the event the Board does not accept the terms and conditions for each renewal period set forth by the District prior to the expiration of this Agreement or any renewal term, this Agreement shall expire automatically and the District shall have the right to possession of the environmental education center.

21. TERMINATION: Any of the parties may terminate this Agreement upon another party's failure to fully comply with the terms and conditions of this Agreement. The party considering termination shall provide the other party with a written "Notice of Termination" stating its intent to terminate and describing those terms and conditions with which the other party has failed to comply. If the party failing to comply has not remedied its failure within thirty (30) days after receiving notice of termination, this Agreement shall terminate.

22. RELEASE OF INFORMATION: The parties shall not initiate any verbal or written media interviews or issue press releases on or about the Education Center without providing advance copies to the other party. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.

23. TIME OF THE ESSENCE: Time limits stated in this Agreement and in the Master Plan and Curriculum are of the essence of the Agreement. Time limits may be extended by Change Order where delay is beyond the control of the contractor, or subcontractor, or a delay is due to a change order.

The Remainder of this Page is Intentionally Left blank

Exhibit "A"

Exhibit "A"

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signature below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Dennis M. Brass
Witness

By: E. D. Vergara 5-31-02
E. D. Vergara, Executive Director/Date

Joan Riccardelli
Witness

Federal ID # 59-0965067

Dr. Terry Seelme
Superintendent

Board of Public Instruction of
Hernando County, Florida
By: John C. Drayford
Chairperson Date

Federal ID # _____

4/2/02

APPROVED BY: [Signature] Gov. B. 4-02
ATTORNEY: [Signature]
MANAGER: [Signature] 4-3-02
DIRECTOR: [Signature] 4-2-02
DEPUTY EXEC. DIR: [Signature] 4-16-02
CONTRACTS: [Signature] 05/23/02

Exhibit "A"

SWF Parcel No. 15-773-182X

FIRST AMENDMENT TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
THE BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY FOR
CONSTRUCTION, OPERATION AND MAINTENANCE OF
THE SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER
AT THE WEEKIWACHEE PROPERTY

This FIRST AMENDMENT entered into and effective the 7 day of September 2004, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, for itself and on behalf of the Coastal Rivers Basin Board, a subdivision of the Southwest Florida Water Management District, hereinafter collectively referred to as "the District," and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY a public corporation of the State of Florida, hereinafter referred to as "the School Board".

WITNESSETH:

WHEREAS, the District, and the School Board entered into an Agreement dated May 31, 2002, for the construction, operation, and maintenance of the Springs Coast Environmental Education Center hereinafter referred to as the "Education Center", and

WHEREAS, the District agreed to fund the construction of the Education Center, up to a maximum of \$750,000, and

WHEREAS, the construction of the Education Center was delayed do to zoning and permitting issues associated with the City of Weeki Wachee, and

WHEREAS, these delays resulted in increased material costs, and

WHEREAS, the parties hereto wish to amend the Agreement to provide additional District financial assistance for the Education Center, and

WHEREAS, the parties hereto wish to amend the Agreement to modify the payment draw schedule contained in the Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the original Agreement, dated May 31, 2002, as follows:

1. Paragraph 7. COMPENSATION/FUNDING is hereby amended to increase Education Center funding by replacing the first sentence in its entirety as follows: The District agrees to pay an amount not to exceed \$780,000 for construction of the Education Center.
2. Paragraphs 7b and 7c are hereby replaced in their entireties with the following language:

For satisfactory completion of the Education Center, the District agrees to pay the School Board an amount not to exceed Seven Hundred Eighty Thousand Dollars (\$780,000). Payment will be made to the School Board based on percentage of completion and the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a

Exhibit "A"

Exhibit "A"

properly documented invoice and progress report showing the percentage of work completed pursuant to the Schedule of Values attached as Exhibit "A" and incorporated herein by reference.

- 3. Paragraph 7d is hereby replaced in its entirety with the following language:

Invoices shall be submitted monthly to the District at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 1166
Brooksville, Florida 34605-1166

- 4. The terms, covenants and conditions set forth in the original Agreement, dated May 31, 2002, that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and year first above written.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

[Signature]
Witness

[Signature]
Witness

By: [Signature]
David L. Moore, Executive Director

BOARD of PUBLIC INSTRUCTION of HERNANDO COUNTY, FLORIDA

[Signature]
Superintendent

By: [Signature]
Chairperson

Table with 3 columns: APPROVED BY, INITIALS, DATE. Rows include ATTORNEY, MANAGER, DIRECTOR, DEPUTY EXEC DIR with handwritten initials and dates.

Springs Coast Environmental
Education Center
Exhibit "A"

5/17/2004

EXHIBIT "A"

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
TEXT OF	4/8-4/9	4/12-4/16	4/18-4/23	4/25-4/28	5/3-5/7	5/18-5/14	5/17-5/21	5/24-5/28	5/31-6/4	6/7-6/11	6/14-6/18	6/21-6/25	6/28-7/2	7/5-7/9
Mobilization	\$ 30,000.00													
Site Work		\$ 51,523.00												
Plumbing			\$ 10,368.00										\$ 9,000.00	
Concrete				\$ 54,825.00										
Masonry					\$ 80,000.00									
Electrical						\$ 59,000.00					\$ 32,700.00			
Trusses/Framing												\$ 42,600.00		
Insulation														
Roofing														
Drywall														
Mechanical														
Doors														
Frames														
Door Hardware														
Windows												\$ 16,000.00		
Ceiling														
Flooring														
Painting														
Fire Alarm														
Ceramic Tile														
Cabinetry														
W/Competent														
ns														
Fans														
Blinds														
Toilet Accessories														
Siding													\$ 9,000.00	
Fence														
Shutters														
Protections Screens														

Renditions

Exhibit "A"

Springs Coast Environmental
Education Center

5/17/2004

Page 16 of 21

Exhibit "A"

	15	16	17	18	19	20	21	20	21	22	23	24
"EK OF"	7/12-7/18	7/19-7/25	7/26-7/30	8/2-8/6	8/9-8/13	8/16-8/20	8/23-8/27	8/30-9/3	9/6-9/10	9/13-9/17	9/20-9/24	9/27-10/1
Mobilization												
Site Work												
Plumbing												
Carpentry												
Masonry												
Electrical												
Trusses/Framing												
Insulation	\$ 2,000.00											
Roofing	\$ 40,772.50											
Drywall			\$ 2,600.00									
Mechanical				\$ 85,200.00								
Doors				\$ 3,922.00								
Frames				\$ 3,900.00								
Door Hardware				\$ 12,000.00								
Windows				\$ 17,200.00								
Callig						\$ 8,600.00						
Flooring									\$ 15,000.00			
Painting												
Fire Alarm							\$ 9,000.00					
Ceramic Tile							\$ 2,850.00					
Cabinetry								\$ 5,000.00				
1st Compartment								\$ 4,500.00				
is										\$ 1,000.00		
Walls		\$ 2,500.00										
Blinds										\$ 2,600.00		
Towel Accessories		\$ 2,000.00										
Siding												
Fences									\$ 3,000.00			
Shutters							\$ 1,100.00					
Projections Screens										\$ 2,000.00		

Renditions

2

Exhibit "A"

Exhibit "A"

"Exhibit "A"
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Coastal Rivers Basin
Weekiwachee Riverine System

SWF Parcel No. 15-773-182X

April 15, 2002

Those portions of Government Lots 3 and 4 of Section 2, and Government Lot 1 of Section 3, all being in Township 23 South, Range 17 East, Hernando County, Florida, more particularly described as follows:

Commence at the Northeast corner of the aforementioned Government Lot 4, thence South 02°13'05" West, 1238.09 feet along the East line of Government Lot 4 to a point on the Southerly right-of-way line of County Road No.550, and the **POINT OF BEGINNING**:

Thence along said Southerly right-of-way line North 89°42'58" West, 184.39 feet to the beginning non-tangent curve concave to the Northeast having a radius of 931.47 feet;

Thence Westerly along said right-of-way line and the arc of said curve a distance of 826.69 feet (chord bearing North 64°06'34" West, chord distance 799.82 feet) to the end of said curve;

Thence leaving said right-of-way South 48°55'51" West, 386 feet more or less to the Weekiwachee River;

Thence Easterly along the sinuosities of the Weekiwachee River to a point bearing South 00°17'02" West, 291 feet more or less from a point on said Southerly right-of-way line;

Thence North 00°17'02" West to said point;

Thence along said Southerly right-of-way line, North 89°42'58" West, 1147.08 feet to the **POINT OF BEGINNING**.

Parcel 15-773-182X contains 22.74 acres, more or less.

MST
15-773-182X.wpd

Exhibit "A"

SWF Parcel No. 15-773-182X

SECOND AMENDMENT TO AGREEMENT BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND THE BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF THE SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER AT THE WEEKIWACHEE PROPERTY

This SECOND AMENDMENT entered into and effective the 12 day of September, 2005, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, for itself and in behalf of the Coastal Basin Board, a subdivision of the Southwest Florida Water Management District, hereinafter collectively referred to as the "District" and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, a public corporation of the State of Florida, hereinafter referred to as the "School Board".

WITNESSETH:

WHEREAS, the District and the School Board entered into an Agreement dated May 31, 2002, for the construction, operation, and maintenance of the Springs Coast Environmental Education Center hereinafter referred to as the "Education Center"; and

WHEREAS, the District and the School Board entered into a First Amendment to the Agreement on September 7, 2004; and

WHEREAS, the District and the School Board desire to clarify the School Board's utilization of the facilities; and

WHEREAS, the parties hereto wish to amend the Agreement to provide such clarification.

Exhibit "A"

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the original Agreement, dated May 31, 2002, as amended on September 7, 2004, as follows:

1. The School Board shall utilize the property for field trip purposes for Hernando County School District students utilizing the classrooms, grounds, docks and other facilities for the provision of environmental education to students in Hernando County,
2. The terms, covenants and conditions set forth in the original Agreement, dated May 31, 2002, as amended on September 7, 2004, that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above written.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Dianna M. Brass
Witness:

By: David L. Moore 9-12-05
David L. Moore, Executive Director

Mary F. Sessler
Witness:

BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA

Wendy L. Tellone
Wendy L. Tellone, Superintendent

By: Robert Wiggins
Robert Wiggins, Chairman

Approved by:
Paul Carlant
General Council
8/1/05

2 APPROVED BY: Karen Hunt 6/15/05
ATTORNEY:
MANAGER: [Signature] 7-7-05
DIRECTOR: [Signature] 7-7-05
DEPUTY EXEC. DIR: [Signature] 7-12-05

SWF Parcel No 15-773-182X

THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND THE BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA, FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF THE SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER AT THE WEEKIWACHEE PROPERTY

This THIRD AMENDMENT entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, for itself and in behalf of the Coastal Basin Board, a subdivision of the Southwest Florida Water Management District, hereinafter collectively referred to as the "DISTRICT" and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA, a public corporation of the State of Florida, hereinafter referred to as the "SCHOOL BOARD".

WITNESSETH:

WHEREAS, the DISTRICT and the SCHOOL BOARD entered into an Agreement dated May 31, 2002, hereinafter referred to as the "AGREEMENT", for the construction, operation and maintenance of the Springs Coast Environmental Education Center, hereinafter referred to as the "EDUCATION CENTER"; and

WHEREAS, the DISTRICT and the SCHOOL BOARD desire to construct an observation deck at the EDUCATION CENTER; and

WHEREAS, the DISTRICT agreed to provide \$75,000 for the construction of the observation deck to be paid in a lump sum upon completion of construction; and

WHEREAS, the SCHOOL BOARD agreed to oversee the design, permitting and construction of the observation deck and provide all funding in excess of \$75,000; and

WHEREAS, the joint cooperation between the DISTRICT and the SCHOOL BOARD is in the best interest of the public.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the AGREEMENT, and subsequent amendments, as follows:

1. **Term:** This THIRD AMENDMENT will be effective from the date of its execution by the last of the parties (the "Effective Date"), and will thereafter be in force in accordance with the terms of the AGREEMENT.
2. **Scope of Work:** The SCHOOL BOARD will develop a site plan for the construction of the observation deck to be approved in writing by the DISTRICT. The SCHOOL BOARD will arrange for and furnish all services necessary and required to accomplish and complete the observation deck, in accordance with the terms of the AGREEMENT, as stated in Section 6 "Scope of Work", except:
 - a. The SCHOOL BOARD will complete construction and make request for payment to the DISTRICT no later than January 31, 2008, unless such deadline is extended in writing by authorized representatives of each party.

SWF Parcel No 15-773-182X

- b. Upon completion of the construction of the observation deck, the SCHOOL BOARD will certify in writing to the DISTRICT that the project is fully completed and in compliance with all permit conditions that may apply.
- c. The SCHOOL BOARD will submit to the District an invoice and certification of expenses for an amount not to exceed \$75,000 once the DISTRICT has verified, in writing, to the SCHOOL BOARD that the construction of the observation deck has been completed to the District's satisfaction and in accordance with the approved site plan.

3. **Terms and Conditions:** The DISTRICT and the SCHOOL BOARD acknowledge that all other terms and conditions of the AGREEMENT, and subsequent amendments, not modified herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this THIRD AMENDMENT to the AGREEMENT on the day and year set forth next to their signature below:

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: *[Signature]*
David L. Moore, Executive Director

Witness: *[Signature]*

Date: 3-20-07

BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA

By: *[Signature]*
Superintendent

By: *[Signature]*
Chairperson

Date: 10-17-06

Reviewed as to form and legal sufficiency

By: *[Signature]* 10/3/06
School Board Attorney

APPROVED BY:	INITIALS	DATE
ATTORNEY	<u><i>[Initials]</i></u>	<u>8/17/06</u>
MANAGER	<u><i>[Initials]</i></u>	<u>2/21/07</u>
DIRECTOR	<u><i>[Initials]</i></u>	<u>2 March 07</u>
DEPUTY EXEC DIR	<u><i>[Initials]</i></u>	<u>7-13-7</u>

A. Item Currently Budgeted -													
Account Name		No Financial Impact											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		Budget Amendments		Expenditures / Encumbrances To Date		Current Available Budget		Present Request		Remaining Balance Available			
+		-		=		-		=					
-													
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

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

B. Item Currently Not Budgeted -**													
Funding Source		_____											
Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

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

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

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



Hernando School District

School Board Regular Meeting

Agenda Item # 15. 23-1035

12/13/2022

Title and Board Action Requested

Award RFQ No. 9009-3100-2201, Continuing Commissioning Services, to 5D's Incorporated, LLC, Affiliated Engineers SE, Inc., OCI Engineering, LLC, Setty & Associates International, PLLC LLC, SGM Engineering, Inc. & Raymond Engineering, Inc., for Building Envelope, Electrical & Lighting Controls, Fire Alarm, Fire Sprinkler, Generator, HVAC & Building Controls and Plumbing Systems commissioning services, and authorize the purchase for estimated annual amount of \$500,000.00.

Executive Summary

The Director of Facilities and Construction, on behalf of the Superintendent of Schools, hereby requests the Board award RFQ No. 9009-3100-2201, Continuing Commissioning Services, to 5D's Incorporated, LLC, Affiliated Engineers SE, Inc., OCI Engineering, LLC, Setty & Associates International, PLLC LLC, SGM Engineering, Inc. & Raymond Engineering, Inc., for Building Envelope, Electrical & Lighting Controls, Fire Alarm, Fire Sprinkler, Generator, HVAC & Building Controls and Plumbing Systems commissioning services, and authorize the purchase for estimated annual amount of \$500,000.00.

My Contact

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

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

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is \$500,000.00, see attached budget sheet. The cost for the previous fiscal year was \$0.00.

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



**HERNANDO
SCHOOL DISTRICT**

Learn it. Love it. Live it.

**REQUEST FOR QUALIFICATIONS
9009-3100-2201
For Continuing Commissioning Services**

Hernando County School District
Brooksville, Florida

**REQUEST FOR QUALIFICATIONS
FOR
CONTINUING ENGINEERING SERVICES**

TABLE OF CONTENTS

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- B. Minimum Qualifications**
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- D. Selection Process**

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- B. Schedule for RFQ Process**
- C. General Information**
- D. Documents**

III. EVALUATION CRITERIA

- A. Firm Qualifications and Capabilities**
- B. Staff Qualifications**
- C. Prior Experience and Performance**
- D. Project Approach**
- E. Work Location**

APPENDICES

- Appendix A: Submittal Evaluation Form (to be completed by Jury Panel)**
- Appendix B: Sample Standard Form of Agreement Between Owner and Consultant (AIA C103-2015) Incorporated by reference**
Sample HCSD Standard Addendum to Agreements
Consultant's Insurance Requirements
- Appendix C: Commissioning Discipline Declaration**
- Appendix D: Scope of Services**

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ANNOUNCEMENT

REQUEST FOR QUALIFICATIONS FOR Continuing Commissioning Services Hernando County School Board

RFQ 9009-3100-2201

The Hernando County School Board (“HCSB”), Brooksville, Florida, invites qualified firms to submit a letter of interest and supporting documentation relating to professional CONTINUING COMMISSIONING SERVICES for miscellaneous projects to be awarded on an ongoing basis. Qualifications are requested for services as follows: **Building Envelope, Electrical & Lighting Controls, Fire Alarm, Fire Sprinkler, Generator, HVAC & Building Controls and Plumbing Systems.** Awarded firms will execute an AIA Standard Form of Agreement between Owner and Consultant (AIA C103-2015) for continuing services. Projects assigned under this Agreement will be limited to those for professional services for which the fee for each individual study under the contract does not exceed \$500,000 in accordance with F.S. 287.055.

Submittals must be received before **10:00 AM on Friday, September 16th, 2022** at the Facilities & Construction Department, Hernando County School Board, 8016 Mobley Road, Brooksville, Florida 34601 (352-797-7050). **Late submittals will not be considered.** It is the responsibility of the Respondent to allow sufficient time for submittals to transit through the US Postal Service and the HCSB distribution system to guarantee delivery prior to the deadline.

Submittal Requirements and information related to this RFQ are available on the Public Purchase website, including the Sample Architect-Engineer Agreement for Continuing Services and the associated Terms and Conditions. Interested respondents are **required** to register, free of charge, by visiting: www.publicpurchase.com.

**REQUEST FOR QUALIFICATIONS
CONTINUING COMMISSIONING SERVICES
HERNANDO COUNTY SCHOOL DISTRICT**

I. GENERAL INFORMATION

A. DESCRIPTION

1. Hernando County School Board (HCSB) seeks qualifications from Professional Consultants **duly qualified as professional commissioning firms with prior related public K-12 experience to provide commissioning services throughout the District, as required and directed by the District, on various projects.**
2. Existing continuing service agreements for commissioning shall be terminated upon approval of new agreements pursuant to this solicitation. Firms currently under contract must reapply to be considered for these services.
3. Submittals will be evaluated by the Professional Services Advisory Committee (PASC) and judged according to the criteria described herein. Qualified Firms will be awarded a Continuing Service Agreement. The initial term of the Agreement will be two (2) years with the option for one (1) renewal for a two (2) year period, contingent upon mutual agreement.
4. Individual projects will be awarded on an as-needed basis and executed under the AIA Standard Form of Agreement between Owner and Consultant (AIA C103-2015) and the associated Terms and Conditions, Insurance Requirements, sample forms included in Appendix B.
5. Selected firms will provide Commissioning services on an on-call basis for projects throughout Hernando County. The individual projects assigned under this Agreement will be limited to those for consulting services for which the fee does not exceed \$500,000 in accordance with Florida Statute 287.055 (2) g.

B. MINIMUM QUALIFICATIONS

Respondents must meet minimum qualifications in order to receive consideration. Respondents shall, at a minimum:

1. Be properly licensed in the State of Florida to provide professional commissioning services.
2. Have been in business operating within the State of Florida for a minimum of three (3) consecutive years under the current name and providing the services advertised under this RFQ.
3. Have successfully completed at least five (5) projects acting as the commissioning consultant for projects ranging up to \$4 million in value.
4. May not be disqualified by Florida Statute 287.133 (2) (a), which states as follows:
“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

C. SCOPE OF SERVICES

The scope of services for assigned projects may include, but are not limited to, those described in the attached **Appendix D “Scope of Services”** and as further defined by AIA Standard Agreement between the Owner and Consultant. Services to be provided under the agreement are restricted to the awarded discipline(s) only. The number of phases and associated deliverables will be determined according to individual project needs. A minimum of three firms are anticipated to be selected for each of the following commissioning disciplines/categories:

Building Envelope
Electrical & Lighting Controls
Fire Alarms
Fire Sprinklers
Generators
HVAC & Building Controls
Plumbing Systems

D. SELECTION PROCESS

1. The selection of consultants will be conducted in two stages in accordance with the Florida Statutes, 287.055, as follows:
 - a. Submittals will be screened and scored. Firms will be ranked within each discipline as indicated on the Commissioning Discipline Declaration form provided in **Appendix C**. The firm will receive one overall score which will be used for ranking within each discipline they select. Firms ranked the highest (within each discipline) will be awarded continuing service agreements (AIA C103-2015). It is anticipated that no fewer than three (3) firms will be selected within each discipline to enter into an agreement, however HCSD reserves the right to limit or increase the total number of awardees in any discipline.
 - b. At such time as an awarded firm is being considered for an individual Project Assignment, firms will be invited to discuss their qualifications either in person or by telephone.
2. Award of an agreement does not guarantee that any number or any particular type of project will be assigned to the awarded firm. The Owner reserves the right in its sole discretion to select the projects, if any, to be assigned.

II. SUBMITTAL REQUIREMENTS

A. SUBMITTAL INFORMATION

Due Date & Time: **Friday, September 16th, 2022 at 10:00 AM**

Copies: **Three (3) bound hard copies and one (1) .pdf copy on portable media**

Address: **Submit to: Facilities & Construction Dept., 8016 Mobley Rd, Brooksville, FL 34601**

Comments: **Late submittals will not be considered. It is the responsibility of the Respondent to allow sufficient time for submittals to transit through the US Postal Service and the HCSB distribution system to guarantee delivery prior to the deadline.**

Contact:

**Brian Ragan, Facilities & Construction Department
Hernando County School District
Ragan_b@hcsb.k12.fl.us
352-797-7050**

B. SCHEDULE FOR RFQ PROCESS

The schedule is as follows:

Advertisement	August 15 – September 6, 2022
Final Date for Respondent Questions	September 6, 2022
Due Date for HCSB Responses	September 9, 2022
Submittals Due	September 16, 2022 at 10:00 AM
Selection Posted	September 23, 2022
Agreements Distributed to Awardees	TBD, approximately September 26, 2022
School Board Award of Contracts	TBD tentative October Board Meeting

The above schedule is tentative. Revisions will be issued in a timely manner. Information related to this RFQ, including the schedule, will be distributed via the HCSB Public Purchase web page.

Respondents are required to register on www.publicpurchase.com to receive information related to this RFQ.

C. GENERAL INFORMATION

1. Changes and Clarifications:
Changes and clarifications to this RFQ will be issued by addenda. Addenda will be distributed via www.publicpurchase.com.

Respondents may enter questions at any time prior to the date listed in paragraph II.B. All questions must be entered into www.publicpurchase.com and HCSB will respond accordingly.

It is the respondent's responsibility to log in and check for updated information.

2. Conditions of this RFQ:
All respondents accept the following conditions:
 - a. All submittals shall become the property of HCSB and will not be returned.
 - b. Late submittals will not be evaluated.
 - c. HCSB is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets, as defined by F.S, and financial statements may be exempt from disclosure. Any such confidential materials shall be segregated and clearly marked as Confidential. Blanket requests will not be honored.
 - d. HCSB reserves the right to reject any or all proposals if deemed unresponsive to this RFQ or for failure to disclose requested information.
 - e. HCSB shall not be liable for costs incurred by respondents in the preparation of submittals or for costs related to any element of the selection and contract negotiation process.
 - f. By responding to this RFQ, the respondents acknowledge that they have carefully reviewed the entire RFQ, including appendices and addenda, and furthermore specifically agrees that the Architect-Engineers Agreement and the associated Terms and Conditions are expressly acceptable without reservation.
 - g. HCSB reserves the right, without invalidating the respondent's submittal, to request clarification of the information provided.

D. DOCUMENTS

Submittals must comply with the following requirements 1-5. HCSB retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the District.

1. Three (3) hard copies and one (1) .pdf version on portable media. The .pdf version is to be submitted as a single bound document, including the cover letter.
2. Each submittal is to be accompanied by a Letter of Interest addressed to the Facilities Operations Department.
3. The submittal is to be no more than 25 double-sided 8 ½” x 11” sized pages in portrait orientation, minimum font size 10 point, permanently bound with spiral or plastic binder. Page count excludes Appendix C, covers, cover page, backings, cover letter or any tabs.
4. Submittal shall be formatted and tabbed in the exact form and numeric sequence stated herein.
5. Response to all items shall be complete.
6. Submittal to include a completed and signed Appendix C “Commissioning Discipline Declaration” attached to the Letter of Interest. **Submittals that do not have this form completed will not be scored.**

III. EVALUATION CRITERIA

Submittals will be evaluated and scored according to the Evaluation Form provided in Appendix A.

It is the intent of HCSB to select firms who have prior experience with educational projects. Respondents will be judged not only on prior experience but also on their ability to address issues critical to the success of a project, as outlined in this RFQ document. The following must be submitted (in order by Tab) and are elements that will be used to evaluate each respondent’s qualifications.

TAB 01 – FIRM QUALIFICATIONS AND CAPABILITIES

Provide a brief overview of the firm’s qualifications and experience related to educational projects or projects performed in a similar environment.

Describe the organization and size of the firm. Establish the lines of authority and communication. Organizational chart may be included.

Provide a copy of the current Annual corporate commissioning certification from a nationally recognized commissioning organization (i.e., BCA, ACG, ASHRAE).

Describe the firm’s in-house capabilities, specifically with regard to experience acting as **Commissioning Consultant**.

Establish whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

TAB 02 – STAFF QUALIFICATIONS

Identify the Principals, project management staff, and other key staff.

Provide a brief overview of the individual staff qualifications and relevant experience related to educational commissioning projects or projects performed in a similar environment.

Present unique qualifications, certifications or knowledge that staff may offer, for example familiarity and/or certification with a recognized green building rating organization, expertise in modeling

software, commissioning certifications, etc.

Highlight unique projects or similar projects where key staff has participated as the commissioning agent whether under the firm's employ or other employ. If not completed as an employee of the submitting firm please indicate so.

TAB 03 – PRIOR EXPERIENCE AND PERFORMANCE

Present relevant projects, including information related to the complexity, project cost and schedule, specifically focusing on projects with occupied campuses or in similar environments.

Demonstrate success on past projects. Testimonials and similar documentation may be provided.

Provide the names and current contact information for a minimum of three (3) Owner references for completed or ongoing projects, preferably public K-12 educational projects.

TAB 04 – PROJECT APPROACH

Describe the firm's policies and procedures with regard to project implementation:

Present a plan for setting forth the program for implementing and carrying out the required services to include project planning, performing assessment/investigative work, project status reporting and phased reporting services.

Procedure for investigating existing conditions for pre-commissioning

Ability to review design documents for future maintenance coordination, energy efficiency, owners objective for the project, including the work of sub- consultants, so as to avoid delays to the project.

Describe the firm's policies and procedures with regard to Communication and Reporting:

Describe the firm's policies and procedures with regard to Communication and Reporting: Ability to produce detailed meeting minutes and field reports. **Provide examples including a sample pages from a commissioning report from a similar project (i.e. A K-12 school).**

Describe how the proposed organizational structure will insure orderly communications, distribution of information, effective coordination of activities and accountability

Describe the firm's policies and procedures for project close-out and communicating deficiencies and findings to the owner, engineer and contractor. Describe follow-up procedures through final completion

TAB 05 – WORK LOCATION

Describe where the firm's office(s) are located and where reports and project documents will be produced.

Describe how the proximity of the firm's office may affect construction administration tasks and coordination with the HCSB project manager. Indicate any principals or employees who are residents of Hernando County or any Hernando County presence the firm may have.

Appendix A

**HERNANDO COUNTY SCHOOL DISTRICT
SUBMITTAL EVALUATION FORM
CONTINUING COMMISSIONING SERVICES**

QUALIFICATION BASED SELECTION

Evaluator #: _____ Date: _____
 Name of Firm: _____
 RFQ # 9009-3100-2201 _____

SCORE: Weight² x Rating³ = Score

1. FIRM QUALIFICATIONS AND CAPABILITIES¹

- Experience with educational or similar projects 15 x _____ = _____
- Organizational structure & established lines of communication 15 x _____ = _____
- Documented experience as a Commissioning Consultant 15 x _____ = _____

2. STAFF QUALIFICATIONS¹

- Qualifications and relevant individual experience. 10 x _____ = _____
- Unique knowledge & abilities of staff. 15 x _____ = _____
- Staff experience with similar commissioning projects. 10 x _____ = _____

3. PRIOR EXPERIENCE AND PERFORMANCE¹

- Three examples of successful projects. 15 x _____ = _____
- Demonstrated success on past projects. 10 x _____ = _____
- Owner References. 10 x _____ = _____

4. PROJECT APPROACH¹

- Plan for project implementation. 10 x _____ = _____
- Method for pre-commissioning. 10 x _____ = _____
- Communication and Reporting proficiency. 10 x _____ = _____
- Ability to review documents for energy savings and maintenance 10 x _____ = _____
- Approach to project closeout 10 x _____ = _____

5. WORK LOCATION¹

- Proximity of firm & availability to Hernando County 10 x _____ = _____

TOTAL SCORE: _____⁴

NOTES:

- 1. Criteria:** Evaluator will review all information presented, including unique characteristics and abilities, in order to rate the firm's qualifications in each category.
- 2. Weights:** Weights are assigned to establish the relative importance of the listed criteria.
- 3. Ratings:** Evaluator will assess the strength of each firm's qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating. (Use whole numbers)
- 4. Total Score:** Includes the sum of all criteria.

**Appendix B
Contract Documents**

**Incorporated by reference is Standard Form of Agreement Between Owner and
Consultant (AIA C103-2015)**

Sample HCSD Standard Addendum to Agreements (attached)

Hernando County School District Consultant's Insurance Requirements (attached)

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

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

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

provision shall survive any termination or expiration of the contract.

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

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

Signed and dated by authorized representatives as provided below:

Contractor:

Printed Name: _____

Title: _____

Date: _____

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days’ prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is “claims made” or “per occurrence”.

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following coverages shall be included in the CGL:

- a. Additional Insured status in favor of the Hernando County School Board
- b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
- c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
 - a. Combined Single Limit (each accident): \$1,000,000

**HERNANDO COUNTY SCHOOL BOARD
CONSULTANT’S INSURANCE REQUIREMENTS**

- b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.
2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.
3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$1,000,000	\$1,000,000
\$1,000,000 to \$4,999,999	\$1,000,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

Appendix C

Commissioning Discipline Declaration

Name of Firm _____

License No. _____

Address _____

On behalf of the above named firm I hereby request the Jury Panel to consider the firm for the commissioning disciplines indicated below.

- _____ **Building Envelope**
- _____ **Electrical & Lighting Controls**
- _____ **Fire Alarm**
- _____ **Fire Sprinkler**
- _____ **Generator**
- _____ **HVAC & Building Controls**
- _____ **Plumbing Systems**

Name and Title

Signature

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APPENDIX D SCOPE OF SERVICES

The Consultant shall provide the Hernando County School District with building systems commissioning and retro-commissioning for new, replacement and renovation projects as well as retro-commissioning for existing facilities in the selected and assigned discipline. Anticipated services may include, but are not limited to, the following:

COMMISSIONING SERVICES

Commissioning Services shall be provided in four (4) phases: Design, Construction, Acceptance, and Post-Acceptance, in accordance with a recognized industry standard for the item(s) being commissioned.

Design Phase:

During the Design Phase, the Consultant shall perform the following Scope of Services:

1. Review the design documents (drawings and specifications) as they are prepared to verify inclusion of material covering the contractor's responsibilities for commissioning; provide comments and suggestions for designer and owners consideration.
2. Review the ability for maintenance to be properly provided for the equipment.
3. Provide comments regarding potential optimization strategies for the HVAC and Building Automation Systems (BAS) to potentially increase energy efficiency without sacrificing comfort. (HVAC discipline only)
4. Provide design review comments in a format for the architectural/engineering (A/E) team to be able to provide a response.
5. Perform a back check of the Design Review Comments in the Conformed Drawing Set.
6. Follow up meetings, as required.
7. Create or update the Commissioning Specifications for the project.
8. Assist in updating the Owner's Project Requirements.
9. Provide a Commissioning Plan specific to the project.

Construction Phase:

During the Construction Phase, the Consultant shall perform the following Scope of Services:

1. Organize and lead the commissioning team.
2. Review shop drawings and equipment submittals, concurrent with the A/E, for

information affecting the commissioning process.

3. Update the commissioning plan to reflect equipment and controls data from the submittals, and provide commissioning schedule information that the contractor can integrate into the project schedule.

4. Schedule and lead commissioning meetings.

5. Establish and maintain a system for tracking issues needing resolution.

6. Review the project schedule periodically to verify commissioning activities are properly incorporated; provide feedback to the Designer and Owner as needed. Coordinate with Contractor and Owner to ensure commissioning activities are incorporated into the project schedule.

7. Perform on-site observations during construction.

8. Develop component verification checklists for the equipment being commissioned.

9. Monitor correct component and equipment installation; including controls point-to-point checkouts. Document all observations.

10. Witness equipment and system start-ups as deemed necessary. Ensure complete documentation of same.

11. Develop Functional Performance Tests specific to the project.

Acceptance Phase:

During the Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems, leading to acceptance of the completed work. Document results of all tests witnessed.

2. Review the Graphical User Interface with the testing process to verify that the Facilities interface to the system is correct (as applicable). Review operation of systems software, controls, etc. for proper functionality and compatibility.

Post-Acceptance Phase:

During the Post-Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather conditions.

2. Verify that ALL controls operate the systems as required by the Contract Documents.

3. Prepare and submit a Final Commissioning Report.
4. Prepare a Systems Manual in accordance with ASHRAE Guideline 1.4-2019 for applicable systems.
5. Provide follow-up for quality performance during the guarantee period. Return to the site with staff at 10-11 months into the warranty period and review the current operating conditions and any outstanding issues.

RETRO-COMMISSIONING SERVICES:

Retro-Commissioning methodology is in general conformance with ASHRAE Guideline 0.2-2015. The scope of the Retro-Commissioning (RCx) includes HVAC Systems and related temperature controls or may include other systems as assigned by the Owner.

1. Review existing building and equipment information provided by the Owner, including as-built construction documents, control drawings and equipment submittals for the systems to be retro-commissioned under this contract; to assist in gaining a better understanding of the existing installations and systems operations in the field. In addition, review utility usage, trend logs and test and balance reports if readily available.
2. Conduct a Project “Kick-off” meeting with Owner’s personnel. During the meeting, define roles and responsibilities, the scope of work, schedule and current facility requirements. The meeting should include developing and communicating the objectives of this RCx project and also include the following:
 - 2.1. Perform a preliminary walk-thru of the building.
 - 2.2. Conduct interviews with operation and maintenance personnel responsible for the respective systems.
 - 2.3. Discuss the financial metrics for the analysis.
3. Conduct a review of the existing systems while concentrating on improving the operation of the existing facilities. This includes a review of the BAS with particular attention to the systems in the project scope for HVAC assignments.
4. Review of potential utility incentives that could be utilized by any of the Facility Improvement Measures.
5. Conduct an assessment of current operation practices. The operations assessment shall look at control strategies, sequences of operation, set points, and schedules. The operations assessment shall also look at whether these practices properly integrate with the needs of the current building occupancy and usage. Consultant must have a complete understanding of the required sequence of operations for the school/site and its unique operations.
6. Create Tactical Functional Performance Tests, as needed, for the different systems.
7. Utilize the controls programming, not just the graphics, to review the operation of

the system and look for items that can potentially be optimized.

8. Perform calibration checks for sensors as well as performance of valve and damper actuators. Sensors that are utilized to control the logic are deemed as a required calibration check. Other sensors shall be sampled.

9. Available BAS data, relevant to the systems in the project scope, shall be analyzed.

10. Perform on-site Retro-Commissioning to the systems in the scope.

11. Provide Testing Services via a qualified (AABC or NEBB) Test and Balance subcontractor for applicable disciplines.

12. Generate a report of the findings and potential Facility Improvement Measures.

13. Develop a Draft RCx Report and submit for review by the Owner.

14. Conduct a review meeting to discuss any questions and/or comments related to the report.

15. Submit a final RCx Report; one (1) electronic copy.

16. Implementation of items may be handled under a separate project.

RANKING INFORMATION

WE ARE SELECTING THE TOP FOUR FIRMS FROM EACH DISCIPLINE. THEY ARE HIGHLIGHTED IN YELLOW (see following pages for results).

THANK YOU TO ALL WHO SUBMITTED.

RFQ for Continuing Commissioning Services

RFQ No. 9009-3100-2201

BUILDING ENVELOPE

Firm	Qualification Score	Rank
SGM	92%	1
Affiliated Engineers	88%	2
OCI	86%	3
Raymond	82%	4
Setty	79%	5
*McKinstry	76%	6
*Griner	55%	7

* Did not find where they indicated disciplines.

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.

RFQ for Continuing Commissioning Services
RFQ No. 9009-3100-2201

ELECTRICAL & LIGHTING CONTROLS

Firm	Qualification Score	Rank
SGM	92%	1
Affiliated Engineers	88%	2
OCI	86%	3
5D's	81%	4
Setty	79%	5
*McKinstry	76%	6
Motz	62%	7
*Griner	55%	8

* Did not find where they indicated disciplines.

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.

RFQ for Continuing Commissioning Services

RFQ No. 9009-3100-2201

FIRE ALARMS

Firm	Qualification Score	Rank
SGM	92%	1
Affiliated Engineers	88%	2
OCI	86%	3
Setty	79%	4
*McKinstry	76%	5
Motz	62%	6
*Griner	55%	7

* Did not find where they indicated disciplines.

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.

RFQ for Continuing Commissioning Services

RFQ No. 9009-3100-2201

FIRE SPRINKLER

Firm	Qualification Score	Rank
SGM	92%	1
Affiliated Engineers	88%	2
OCI	86%	3
Setty	79%	4
*McKinstry	76%	5
Motz	62%	6
*Griner	55%	7

* Did not find where they indicated disciplines.

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.

RFQ for Continuing Commissioning Services

RFQ No. 9009-3100-2201

GENERATOR

Firm	Qualification Score	Rank
SGM	92%	1
Affiliated Engineers	88%	2
OCI	86%	3
Setty	79%	4
*McKinstry	76%	5
Motz	62%	6
*Griner	55%	7

* Did not find where they indicated disciplines.

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.

RFQ for Continuing Commissioning Services
RFQ No. 9009-3100-2201

HVAC & BUILDING CONTROLS

Firm	Qualification Score	Rank
SGM	92%	1
Affiliated Engineers	88%	2
OCI	86%	3
5D's	81%	4
Setty	79%	5
*McKinstry	76%	6
Matern	75%	7
Motz	62%	8
*Griner	55%	9

* Did not find where they indicated disciplines.

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.

RFQ for Continuing Commissioning Services
RFQ No. 9009-3100-2201

PLUMBING

Firm	Qualification Score	Rank
SGM	92%	1
Affiliated Engineers	88%	2
OCI	86%	3
5D's	81%	4
Setty	79%	5
*McKinstry	76%	6
Motz	62%	7
*Griner	55%	8

* Did not find where they indicated disciplines.

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



AIA[®] Document C103[™] – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the Thirteenth day of December
in the year Two-thousand Twenty-two
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address, and other information*)

School District of Hernando County, Florida
8016 Mobley Rd.
Brooksville, FL 34601

and the Consultant:
(*Name, legal status, address, and other information*)

5D's Incorporated, LLC
815 Linden Ave
Niceville, FL. 32578

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

This document does not contain a description of the Consultant's scope of services. A description of the Consultant's services must be inserted in Article 2 or attached as an exhibit.

This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

Consultant's discipline:

Electrical & Lighting Controls, HVAC & Building Controls and Plumbing Commissioning Services were awarded categories

for the following Project:

(*Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.*)

HCSO Continuing Commissioning Services

TBD

TBD

Miscellaneous projects on a continuing basis for which the fee per project does not exceed \$500,000.

The Owner and Consultant agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COPYRIGHTS AND LICENSES
6	CLAIMS AND DISPUTES
7	TERMINATION OR SUSPENSION
8	COMPENSATION
9	MISCELLANEOUS PROVISIONS
10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Hernando County School District RFQ# 9009-3100-2201 conditions shall apply.

This agreement shall be effective for a period of two (2) years with an option to renew for one additional two (2) year period upon written consent of both parties and any approvals subsequently required by the School Board.

Construction delivery methods may include Design-Bid-Build or CM-at-Risk and shall be determined based on the scope of the project and the best interest of HCSD

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:
TBD
- .2 Date for commencement of construction:
TBD
- .3 Substantial Completion date:
TBD
- .4 Other milestone dates:
TBD

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

The Consultant's Basic Services shall be commensurate with the Scope of Architect's Basic Services described in Article 3, AIA Document B201-2017, which is incorporated herein by reference as well as those described in RFQ# 9009-3100-2106 including Appendix D "Scope of Services".

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Andria Fallen
815 Linden Ave
Niceville, FL. 32578
870.680.7607

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than One-million dollars (\$ 1,000,000.00) for each occurrence and One-million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than One-million dollars (\$1,000,000.00) per claim and One-million dollars (\$1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than Statutory Minimum (\$).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five-hundred thousand (\$500,000.00) per claim and One-million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

- Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>
TBD upon issuance of Task Order.	TBD upon issuance of Task Order.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

James Lipsey
 Manager of Planning, Design and Construction
 8016 Mobley Rd.
 Brooksville, FL 34601

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 6.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:

(Insert amount of, or basis for, compensation)

TBD based on hourly rates listed in Article 8.3

Total compensation shall not exceed amounts published in the Florida Department of Management Services' Design Professional Fee Guideline.

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:

(Insert amount of, or basis for, compensation.)

Per Consultant's Hourly Rate Schedule listed in Section 8.3

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Commissioning Agent/Consultant	195/Hr
Commissioning Technician/Assistant	98/Hr

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant. *(Insert rate of monthly or annual interest agreed upon.)*

Two percent (2%)

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of Five percent (5%) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

Architect shall maintain insurance as set forth in "Exhibit A - Consultant's Insurance Requirements." If there are conflicts between requirements in this document and Exhibit A, the most stringent requirement shall apply.

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero dollars \$(0)

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The terms "Architect" and "Consultant" are used interchangeably within the context of this document.

This is a Continuing Services contract. Upon issuance of a Task Order by the Owner, the Consultant shall issue a fee proposal based upon the Scope of Work identified in the Task Order. The fee proposal shall be based on rates listed in Article 8 of this Agreement, along with any supplemental and/or additional services required by the project.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:
(List other documents hereby incorporated into the Agreement.)

- Exhibit A - Consultant's Insurance Requirements
- Exhibit B - HCSD Standard Addendum to Agreements
- Exhibit C - Commissioning Discipline Declaration
- Exhibit D - Scope of Services

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

Andria Fallen

CONSULTANT *(Signature)*

 Andria Fallen, Director of Business Operations
(Printed name and title)

A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days’ prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is “claims made” or “per occurrence”.

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following coverages shall be included in the CGL:

- a. Additional Insured status in favor of the Hernando County School Board
- b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
- c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
 - a. Combined Single Limit (each accident): \$1,000,000

**HERNANDO COUNTY SCHOOL BOARD
CONSULTANT’S INSURANCE REQUIREMENTS**

- b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.
2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.
3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$1,000,000	\$1,000,000
\$1,000,000 to \$4,999,999	\$1,000,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

Appendix C

Commissioning Discipline Declaration

Name of Firm 5D's Incorporated
License No. State of Florida L15000098; FEIN 47-4099427
Address PO Box 638 Niceville, FL. 32588

On behalf of the above named firm I hereby request the Jury Panel to consider the firm for the commissioning disciplines indicated below.

- Building Envelope
- Electrical & Lighting Controls
- Fire Alarm
- Fire Sprinkler
- Generator
- HVAC & Building Controls
- Plumbing Systems

Andria Fallen Director of Business Operations

Name and Title

Andria Fallen

Signature

EXHIBIT D SCOPE OF SERVICES

The Consultant shall provide the Hernando County School District with building systems commissioning and retro-commissioning for new, replacement and renovation projects as well as retro-commissioning for existing facilities in the selected and assigned discipline. Anticipated services may include, but are not limited to, the following:

COMMISSIONING SERVICES

Commissioning Services shall be provided in four (4) phases: Design, Construction, Acceptance, and Post-Acceptance, in accordance with a recognized industry standard for the item(s) being commissioned.

Design Phase:

During the Design Phase, the Consultant shall perform the following Scope of Services:

1. Review the design documents (drawings and specifications) as they are prepared to verify inclusion of material covering the contractor's responsibilities for commissioning; provide comments and suggestions for designer and owners consideration.
2. Review the ability for maintenance to be properly provided for the equipment.
3. Provide comments regarding potential optimization strategies for the HVAC and Building Automation Systems (BAS) to potentially increase energy efficiency without sacrificing comfort. (HVAC discipline only)
4. Provide design review comments in a format for the architectural/engineering (A/E) team to be able to provide a response.
5. Perform a back check of the Design Review Comments in the Conformed Drawing Set.
6. Follow up meetings, as required.
7. Create or update the Commissioning Specifications for the project.
8. Assist in updating the Owner's Project Requirements.
9. Provide a Commissioning Plan specific to the project.

Construction Phase:

During the Construction Phase, the Consultant shall perform the following Scope of Services:

1. Organize and lead the commissioning team.
2. Review shop drawings and equipment submittals, concurrent with the A/E, for

information affecting the commissioning process.

3. Update the commissioning plan to reflect equipment and controls data from the submittals, and provide commissioning schedule information that the contractor can integrate into the project schedule.

4. Schedule and lead commissioning meetings.

5. Establish and maintain a system for tracking issues needing resolution.

6. Review the project schedule periodically to verify commissioning activities are properly incorporated; provide feedback to the Designer and Owner as needed. Coordinate with Contractor and Owner to ensure commissioning activities are incorporated into the project schedule.

7. Perform on-site observations during construction.

8. Develop component verification checklists for the equipment being commissioned.

9. Monitor correct component and equipment installation; including controls point-to-point checkouts. Document all observations.

10. Witness equipment and system start-ups as deemed necessary. Ensure complete documentation of same.

11. Develop Functional Performance Tests specific to the project.

Acceptance Phase:

During the Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems, leading to acceptance of the completed work. Document results of all tests witnessed.

2. Review the Graphical User Interface with the testing process to verify that the Facilities interface to the system is correct (as applicable). Review operation of systems software, controls, etc. for proper functionality and compatibility.

Post-Acceptance Phase:

During the Post-Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather conditions.

2. Verify that ALL controls operate the systems as required by the Contract Documents.

3. Prepare and submit a Final Commissioning Report.
4. Prepare a Systems Manual in accordance with ASHRAE Guideline 1.4-2019 for applicable systems.
5. Provide follow-up for quality performance during the guarantee period. Return to the site with staff at 10-11 months into the warranty period and review the current operating conditions and any outstanding issues.

RETRO-COMMISSIONING SERVICES:

Retro-Commissioning methodology is in general conformance with ASHRAE Guideline 0.2-2015. The scope of the Retro-Commissioning (RCx) includes HVAC Systems and related temperature controls or may include other systems as assigned by the Owner.

1. Review existing building and equipment information provided by the Owner, including as-built construction documents, control drawings and equipment submittals for the systems to be retro-commissioned under this contract; to assist in gaining a better understanding of the existing installations and systems operations in the field. In addition, review utility usage, trend logs and test and balance reports if readily available.
2. Conduct a Project “Kick-off” meeting with Owner’s personnel. During the meeting, define roles and responsibilities, the scope of work, schedule and current facility requirements. The meeting should include developing and communicating the objectives of this RCx project and also include the following:
 - 2.1. Perform a preliminary walk-thru of the building.
 - 2.2. Conduct interviews with operation and maintenance personnel responsible for the respective systems.
 - 2.3. Discuss the financial metrics for the analysis.
3. Conduct a review of the existing systems while concentrating on improving the operation of the existing facilities. This includes a review of the BAS with particular attention to the systems in the project scope for HVAC assignments.
4. Review of potential utility incentives that could be utilized by any of the Facility Improvement Measures.
5. Conduct an assessment of current operation practices. The operations assessment shall look at control strategies, sequences of operation, set points, and schedules. The operations assessment shall also look at whether these practices properly integrate with the needs of the current building occupancy and usage. Consultant must have a complete understanding of the required sequence of operations for the school/site and its unique operations.
6. Create Tactical Functional Performance Tests, as needed, for the different systems.
7. Utilize the controls programming, not just the graphics, to review the operation of

the system and look for items that can potentially be optimized.

8. Perform calibration checks for sensors as well as performance of valve and damper actuators. Sensors that are utilized to control the logic are deemed as a required calibration check. Other sensors shall be sampled.

9. Available BAS data, relevant to the systems in the project scope, shall be analyzed.

10. Perform on-site Retro-Commissioning to the systems in the scope.

11. Provide Testing Services via a qualified (AABC or NEBB) Test and Balance subcontractor for applicable disciplines.

12. Generate a report of the findings and potential Facility Improvement Measures.

13. Develop a Draft RCx Report and submit for review by the Owner.

14. Conduct a review meeting to discuss any questions and/or comments related to the report.

15. Submit a final RCx Report; one (1) electronic copy.

16. Implementation of items may be handled under a separate project.

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

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

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

provision shall survive any termination or expiration of the contract.

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

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

Signed and dated by authorized representatives as provided below:

Contractor: 5D's Incorporated, LLC

Andria Fallen

Printed Name: Andria Fallen

Title: Director of Business Operations

Date: 10/28/22

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB



AIA[®] Document C103[™] – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the Thirteenth day of December
in the year Two-thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

School District of Hernando County, Florida
8016 Mobley Rd.
Brooksville, FL 34601

and the Consultant:
(Name, legal status, address, and other information)

Affiliated Engineers SE, Inc.
One Harbour Place, Suite 450
Tampa, FL 33602

Consultant's discipline:

Building Envelope, Electrical & Lighting Controls, Fire Alarms, Fire Sprinkler,
Generator, HVAC & Building Controls and Plumbing Commissioning Services

for the following Project:

(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

HCSO Continuing Commissioning Services

TBD

TBD

Miscellaneous projects on a continuing basis for which the fee per
project does not exceed \$500,000.

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

This document does not contain a description of the Consultant's scope of services. A description of the Consultant's services must be inserted in Article 2 or attached as an exhibit.

This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

The Owner and Consultant agree as follows.

Init.

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1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COPYRIGHTS AND LICENSES
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10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Hernando County School District RFQ# 9009-3100-2201 conditions shall apply.

This agreement shall be effective for a period of two (2) years with an option to renew for one additional two (2) year period upon written consent of both parties and any approvals subsequently required by the School Board.

Construction delivery methods may include Design-Bid-Build or CM-at-Risk and shall be determined based on the scope of the project and the best interest of HCSD

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:
TBD
- .2 Date for commencement of construction:
TBD
- .3 Substantial Completion date:
TBD
- .4 Other milestone dates:
TBD

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

The Consultant's Basic Services shall be commensurate with the Scope of Architect's Basic Services described in Article 3, AIA Document B201-2017, which is incorporated herein by reference as well as those described in RFQ# 9009-3100-2106 including Appendix D "Scope of Services".

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Michael Watts BCXP, CCP, CPMP, LEED® AP
 Project Management
 (D) 352-264-3350 | (M) 352-494-9389 | (O) 352-376-5500
 Affiliated Engineers, Inc.
 Tioga Town Center, 12921 SW 1st Road Ste 205 | Newberry, FL 32669

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than One-million dollars (\$ 1,000,000.00) for each occurrence and One-million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than One-million dollars (\$1,000,000.00) per claim and One-million dollars (\$1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than Statutory Minimum (\$).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five-hundred thousand (\$500,000.00) per claim and One-million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

- Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>
TBD upon issuance of Task Order.	TBD upon issuance of Task Order.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

James Lipsey
 Manager of Planning, Design and Construction
 8016 Mobley Rd.
 Brooksville, FL 34601

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 6.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Init.

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Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:

(Insert amount of, or basis for, compensation)

TBD based on hourly rates listed in Article 8.3

Total compensation shall not exceed amounts published in the Florida Department of Management Services' Design Professional Fee Guideline.

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:

(Insert amount of, or basis for, compensation.)

Per Consultant's Hourly Rate Schedule listed in Section 8.3

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached rate schedule.

Employee or Category**Rate**

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant. *(Insert rate of monthly or annual interest agreed upon.)*

Two percent (2%)

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of Five percent (5%) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

Architect shall maintain insurance as set forth in "Exhibit A - Consultant's Insurance Requirements." If there are conflicts between requirements in this document and Exhibit A, the most stringent requirement shall apply.

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero dollars \$(0)

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The terms "Architect" and "Consultant" are used interchangeably within the context of this document.

This is a Continuing Services contract. Upon issuance of a Task Order by the Owner, the Consultant shall issue a fee proposal based upon the Scope of Work identified in the Task Order. The fee proposal shall be based on rates listed in Article 8 of this Agreement, along with any supplemental and/or additional services required by the project.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
 - .3 Scope of Services Exhibit(s) listed in section 2.1
 - .4 Other documents:
(List other documents hereby incorporated into the Agreement.)
 - Exhibit A - Consultant's Insurance Requirements
 - Exhibit B - HCSD Standard Addendum to Agreements
 - Exhibit C - Commissioning Discipline Declaration
 - Exhibit D - Scope of Services

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSULTANT (Signature)

JEFFREY L HEIKEN - PRINCIPAL

(Printed name and title)

December 16, 2021

AEI Professional Staff Hourly Rates, Florida Offices

Effective January 2022 through December 2022

(Add 4% for each subsequent year when applied to multi-year contracts)

AEI Staff Hourly Rates

Principal/Managing Director	\$ 225.00
Senior Qualification Leader	\$ 205.00
Senior Project Manager	\$ 195.00
Senior Engineer/System Planner	\$ 195.00
Senior Commissioning Agent	\$ 175.00
Project Manager	\$ 175.00
Cost Estimator	\$ 150.00
Project Engineer	\$ 150.00
Qualifications Specialist	\$ 150.00
Building Performance Consultant	\$ 150.00
Project Designer	\$ 145.00
IT Designer	\$ 145.00
Commissioning Agent	\$ 135.00
Graphic Designer	\$ 135.00
Senior Designer	\$ 135.00
Data Analyst/Programmer	\$ 125.00
Staff Engineer	\$ 125.00
BIM Specialist	\$ 110.00
Designer	\$ 95.00
Project Coordinator/Admin. Support	\$ 75.00

AFFILIATED ENGINEERS SE, INC.



Scott E. Robinson, PE, LEED AP
Principal/Managing Director

A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days’ prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is “claims made” or “per occurrence”.

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following coverages shall be included in the CGL:

- a. Additional Insured status in favor of the Hernando County School Board
- b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
- c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
 - a. Combined Single Limit (each accident): \$1,000,000

**HERNANDO COUNTY SCHOOL BOARD
CONSULTANT’S INSURANCE REQUIREMENTS**

- b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.
2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.
3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$1,000,000	\$1,000,000
\$1,000,000 to \$4,999,999	\$1,000,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

Appendix C

Commissioning Discipline Declaration

Name of Firm **Affiliated Engineers**
License No. **#5140**
Address **Tioga Town Center, 12921 SW 1st Road Ste 205 Newberry FL 32669**

On behalf of the Affiliated Engineers firm I hereby request the Jury Panel to consider the firm for the commissioning disciplines indicated below.

- x Building Envelope**
- x Electrical & Lighting Controls**
- x Fire Alarm**
- x Fire Sprinkler**
- x Generator**
- x HVAC & Building Controls**
- x Plumbing Systems**

Michael Watts

Project Manager



Signature

EXHIBIT D SCOPE OF SERVICES

The Consultant shall provide the Hernando County School District with building systems commissioning and retro-commissioning for new, replacement and renovation projects as well as retro-commissioning for existing facilities in the selected and assigned discipline. Anticipated services may include, but are not limited to, the following:

COMMISSIONING SERVICES

Commissioning Services shall be provided in four (4) phases: Design, Construction, Acceptance, and Post-Acceptance, in accordance with a recognized industry standard for the item(s) being commissioned.

Design Phase:

During the Design Phase, the Consultant shall perform the following Scope of Services:

1. Review the design documents (drawings and specifications) as they are prepared to verify inclusion of material covering the contractor's responsibilities for commissioning; provide comments and suggestions for designer and owners consideration.
2. Review the ability for maintenance to be properly provided for the equipment.
3. Provide comments regarding potential optimization strategies for the HVAC and Building Automation Systems (BAS) to potentially increase energy efficiency without sacrificing comfort. (HVAC discipline only)
4. Provide design review comments in a format for the architectural/engineering (A/E) team to be able to provide a response.
5. Perform a back check of the Design Review Comments in the Conformed Drawing Set.
6. Follow up meetings, as required.
7. Create or update the Commissioning Specifications for the project.
8. Assist in updating the Owner's Project Requirements.
9. Provide a Commissioning Plan specific to the project.

Construction Phase:

During the Construction Phase, the Consultant shall perform the following Scope of Services:

1. Organize and lead the commissioning team.
2. Review shop drawings and equipment submittals, concurrent with the A/E, for

information affecting the commissioning process.

3. Update the commissioning plan to reflect equipment and controls data from the submittals, and provide commissioning schedule information that the contractor can integrate into the project schedule.

4. Schedule and lead commissioning meetings.

5. Establish and maintain a system for tracking issues needing resolution.

6. Review the project schedule periodically to verify commissioning activities are properly incorporated; provide feedback to the Designer and Owner as needed. Coordinate with Contractor and Owner to ensure commissioning activities are incorporated into the project schedule.

7. Perform on-site observations during construction.

8. Develop component verification checklists for the equipment being commissioned.

9. Monitor correct component and equipment installation; including controls point-to-point checkouts. Document all observations.

10. Witness equipment and system start-ups as deemed necessary. Ensure complete documentation of same.

11. Develop Functional Performance Tests specific to the project.

Acceptance Phase:

During the Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems, leading to acceptance of the completed work. Document results of all tests witnessed.

2. Review the Graphical User Interface with the testing process to verify that the Facilities interface to the system is correct (as applicable). Review operation of systems software, controls, etc. for proper functionality and compatibility.

Post-Acceptance Phase:

During the Post-Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather conditions.

2. Verify that ALL controls operate the systems as required by the Contract Documents.

3. Prepare and submit a Final Commissioning Report.
4. Prepare a Systems Manual in accordance with ASHRAE Guideline 1.4-2019 for applicable systems.
5. Provide follow-up for quality performance during the guarantee period. Return to the site with staff at 10-11 months into the warranty period and review the current operating conditions and any outstanding issues.

RETRO-COMMISSIONING SERVICES:

Retro-Commissioning methodology is in general conformance with ASHRAE Guideline 0.2-2015. The scope of the Retro-Commissioning (RCx) includes HVAC Systems and related temperature controls or may include other systems as assigned by the Owner.

1. Review existing building and equipment information provided by the Owner, including as-built construction documents, control drawings and equipment submittals for the systems to be retro-commissioned under this contract; to assist in gaining a better understanding of the existing installations and systems operations in the field. In addition, review utility usage, trend logs and test and balance reports if readily available.
2. Conduct a Project “Kick-off” meeting with Owner’s personnel. During the meeting, define roles and responsibilities, the scope of work, schedule and current facility requirements. The meeting should include developing and communicating the objectives of this RCx project and also include the following:
 - 2.1. Perform a preliminary walk-thru of the building.
 - 2.2. Conduct interviews with operation and maintenance personnel responsible for the respective systems.
 - 2.3. Discuss the financial metrics for the analysis.
3. Conduct a review of the existing systems while concentrating on improving the operation of the existing facilities. This includes a review of the BAS with particular attention to the systems in the project scope for HVAC assignments.
4. Review of potential utility incentives that could be utilized by any of the Facility Improvement Measures.
5. Conduct an assessment of current operation practices. The operations assessment shall look at control strategies, sequences of operation, set points, and schedules. The operations assessment shall also look at whether these practices properly integrate with the needs of the current building occupancy and usage. Consultant must have a complete understanding of the required sequence of operations for the school/site and its unique operations.
6. Create Tactical Functional Performance Tests, as needed, for the different systems.
7. Utilize the controls programming, not just the graphics, to review the operation of

the system and look for items that can potentially be optimized.

8. Perform calibration checks for sensors as well as performance of valve and damper actuators. Sensors that are utilized to control the logic are deemed as a required calibration check. Other sensors shall be sampled.

9. Available BAS data, relevant to the systems in the project scope, shall be analyzed.

10. Perform on-site Retro-Commissioning to the systems in the scope.

11. Provide Testing Services via a qualified (AABC or NEBB) Test and Balance subcontractor for applicable disciplines.

12. Generate a report of the findings and potential Facility Improvement Measures.

13. Develop a Draft RCx Report and submit for review by the Owner.

14. Conduct a review meeting to discuss any questions and/or comments related to the report.

15. Submit a final RCx Report; one (1) electronic copy.

16. Implementation of items may be handled under a separate project.

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.
6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.
7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.
8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.
9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.
10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.
11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.
12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

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

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

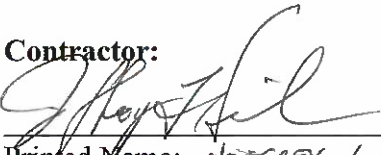
provision shall survive any termination or expiration of the contract.

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

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

Signed and dated by authorized representatives as provided below:

Contractor:


Printed Name: JEFFREY L HEIKEN
Title: PRINCIPAL
Date: 10/26/22

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB



AIA[®] Document C103[™] – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the Thirteenth day of December in the year Two-thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

School District of Hernando County, Florida
8016 Mobley Rd.
Brooksville, FL 34601

and the Consultant:
(Name, legal status, address, and other information)

OCI Engineering, LLC
600 South Orlando Avenue
Maitland, FL 32751

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

This document does not contain a description of the Consultant's scope of services. A description of the Consultant's services must be inserted in Article 2 or attached as an exhibit.

This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

Consultant's discipline:

Building Envelope, Electrical & Lighting Controls, Fire Alarms, Fire Sprinkler, Generator, HVAC & Building Controls and Plumbing Commissioning Services

for the following Project:

(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

HCSO Continuing Commissioning Services

TBD

TBD

Miscellaneous projects on a continuing basis for which the fee per project does not exceed \$500,000.

The Owner and Consultant agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Hernando County School District RFQ# 9009-3100-2201 conditions shall apply.

This agreement shall be effective for a period of two (2) years with an option to renew for one additional two (2) year period upon written consent of both parties and any approvals subsequently required by the School Board.

Construction delivery methods may include Design-Bid-Build or CM-at-Risk and shall be determined based on the scope of the project and the best interest of HCSD

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:
TBD
- .2 Date for commencement of construction:
TBD
- .3 Substantial Completion date:
TBD
- .4 Other milestone dates:
TBD

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§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

The Consultant's Basic Services shall be commensurate with the Scope of Architect's Basic Services described in Article 3, AIA Document B201-2017, which is incorporated herein by reference as well as those described in RFQ# 9009-3100-2106 including Appendix D "Scope of Services".

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Amir Kazeminia, PE, President
600 S. Orlando Ave, Maitland, FL 32751
Ph. 407-332-5110
Amir@ociassociates.com

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than One-million dollars (\$1,000,000.00) for each occurrence and One-million dollars (\$1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than One-million dollars (\$1,000,000.00) per claim and One-million dollars (\$1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

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§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than Statutory Minimum (\$).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five-hundred thousand (\$500,000.00) per claim and One-million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

- Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>
TBD upon issuance of Task Order.	TBD upon issuance of Task Order.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

James Lipsey
Manager of Planning, Design and Construction
8016 Mobley Rd.
Brooksville, FL 34601

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

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§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 6.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

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Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:

(Insert amount of, or basis for, compensation)

TBD based on hourly rates listed in Article 8.3

Total compensation shall not exceed amounts published in the Florida Department of Management Services' Design Professional Fee Guideline.

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:

(Insert amount of, or basis for, compensation.)

Per Consultant's Hourly Rate Schedule listed in Section 8.3

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate

Please See Attached Rate Sheet

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant. (Insert rate of monthly or annual interest agreed upon.)

Two percent (2%)

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of Five percent (5%) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

Architect shall maintain insurance as set forth in "Exhibit A - Consultant's Insurance Requirements." If there are conflicts between requirements in this document and Exhibit A, the most stringent requirement shall apply.

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero dollars \$(0)

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The terms "Architect" and "Consultant" are used interchangeably within the context of this document.

This is a Continuing Services contract. Upon issuance of a Task Order by the Owner, the Consultant shall issue a fee proposal based upon the Scope of Work identified in the Task Order. The fee proposal shall be based on rates listed in Article 8 of this Agreement, along with any supplemental and/or additional services required by the project.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

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§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:
(List other documents hereby incorporated into the Agreement.)

Exhibit A - Consultant's Insurance Requirements
Exhibit B - HCSD Standard Addendum to Agreements
Exhibit C - Commissioning Discipline Declaration
Exhibit D - Scope of Services

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSULTANT (Signature)

Amir Kazeminia, PE, President / CREO

(Printed name and title)

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**OCI Engineering, LLC
2022 HOURLY RATES**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$210.00/hour
Registered Professional Engineer	\$195.00/hour
Commissioning Agent, PM	\$195.00/hour
Project Engineer	\$135.00/hour
Cx Project Specialist/Coordinator	\$135.00/hour
Cx Technician	\$110.00/hour
CAD Operator	\$ 80.00/hour
Clerical	\$ 70.00/hour



A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days’ prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is “claims made” or “per occurrence”.

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following coverages shall be included in the CGL:

- a. Additional Insured status in favor of the Hernando County School Board
- b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
- c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
 - a. Combined Single Limit (each accident): \$1,000,000

**HERNANDO COUNTY SCHOOL BOARD
CONSULTANT’S INSURANCE REQUIREMENTS**

- b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.
2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.
3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$1,000,000	\$1,000,000
\$1,000,000 to \$4,999,999	\$1,000,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

Appendix C

Commissioning Discipline Declaration


Name of Firm OCI Engineering, LLC.
License No. Registered FL PE #42619
Address 600 S. Orlando Ave, Maitland, FL 32751
320 NW 3rd Ave. Suite 206 Gainesville, FL 32603

On behalf of the above named firm I hereby request the Jury Panel to consider the firm for the commissioning disciplines indicated below.

- X **Building Envelope**
- X **Electrical & Lighting Controls**
- X **Fire Alarm**
- X **Fire Sprinkler**
- X **Generator**
- X **HVAC & Building Controls**
- X **Plumbing Systems**

Amir Kazeminia, PE, President

Name and Title



Signature

EXHIBIT D SCOPE OF SERVICES

The Consultant shall provide the Hernando County School District with building systems commissioning and retro-commissioning for new, replacement and renovation projects as well as retro-commissioning for existing facilities in the selected and assigned discipline. Anticipated services may include, but are not limited to, the following:

COMMISSIONING SERVICES

Commissioning Services shall be provided in four (4) phases: Design, Construction, Acceptance, and Post-Acceptance, in accordance with a recognized industry standard for the item(s) being commissioned.

Design Phase:

During the Design Phase, the Consultant shall perform the following Scope of Services:

1. Review the design documents (drawings and specifications) as they are prepared to verify inclusion of material covering the contractor's responsibilities for commissioning; provide comments and suggestions for designer and owners consideration.
2. Review the ability for maintenance to be properly provided for the equipment.
3. Provide comments regarding potential optimization strategies for the HVAC and Building Automation Systems (BAS) to potentially increase energy efficiency without sacrificing comfort. (HVAC discipline only)
4. Provide design review comments in a format for the architectural/engineering (A/E) team to be able to provide a response.
5. Perform a back check of the Design Review Comments in the Conformed Drawing Set.
6. Follow up meetings, as required.
7. Create or update the Commissioning Specifications for the project.
8. Assist in updating the Owner's Project Requirements.
9. Provide a Commissioning Plan specific to the project.

Construction Phase:

During the Construction Phase, the Consultant shall perform the following Scope of Services:

1. Organize and lead the commissioning team.
2. Review shop drawings and equipment submittals, concurrent with the A/E, for

information affecting the commissioning process.

3. Update the commissioning plan to reflect equipment and controls data from the submittals, and provide commissioning schedule information that the contractor can integrate into the project schedule.

4. Schedule and lead commissioning meetings.

5. Establish and maintain a system for tracking issues needing resolution.

6. Review the project schedule periodically to verify commissioning activities are properly incorporated; provide feedback to the Designer and Owner as needed. Coordinate with Contractor and Owner to ensure commissioning activities are incorporated into the project schedule.

7. Perform on-site observations during construction.

8. Develop component verification checklists for the equipment being commissioned.

9. Monitor correct component and equipment installation; including controls point-to-point checkouts. Document all observations.

10. Witness equipment and system start-ups as deemed necessary. Ensure complete documentation of same.

11. Develop Functional Performance Tests specific to the project.

Acceptance Phase:

During the Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems, leading to acceptance of the completed work. Document results of all tests witnessed.

2. Review the Graphical User Interface with the testing process to verify that the Facilities interface to the system is correct (as applicable). Review operation of systems software, controls, etc. for proper functionality and compatibility.

Post-Acceptance Phase:

During the Post-Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather conditions.

2. Verify that ALL controls operate the systems as required by the Contract Documents.

3. Prepare and submit a Final Commissioning Report.
4. Prepare a Systems Manual in accordance with ASHRAE Guideline 1.4-2019 for applicable systems.
5. Provide follow-up for quality performance during the guarantee period. Return to the site with staff at 10-11 months into the warranty period and review the current operating conditions and any outstanding issues.

RETRO-COMMISSIONING SERVICES:

Retro-Commissioning methodology is in general conformance with ASHRAE Guideline 0.2-2015. The scope of the Retro-Commissioning (RCx) includes HVAC Systems and related temperature controls or may include other systems as assigned by the Owner.

1. Review existing building and equipment information provided by the Owner, including as-built construction documents, control drawings and equipment submittals for the systems to be retro-commissioned under this contract; to assist in gaining a better understanding of the existing installations and systems operations in the field. In addition, review utility usage, trend logs and test and balance reports if readily available.
2. Conduct a Project “Kick-off” meeting with Owner’s personnel. During the meeting, define roles and responsibilities, the scope of work, schedule and current facility requirements. The meeting should include developing and communicating the objectives of this RCx project and also include the following:
 - 2.1. Perform a preliminary walk-thru of the building.
 - 2.2. Conduct interviews with operation and maintenance personnel responsible for the respective systems.
 - 2.3. Discuss the financial metrics for the analysis.
3. Conduct a review of the existing systems while concentrating on improving the operation of the existing facilities. This includes a review of the BAS with particular attention to the systems in the project scope for HVAC assignments.
4. Review of potential utility incentives that could be utilized by any of the Facility Improvement Measures.
5. Conduct an assessment of current operation practices. The operations assessment shall look at control strategies, sequences of operation, set points, and schedules. The operations assessment shall also look at whether these practices properly integrate with the needs of the current building occupancy and usage. Consultant must have a complete understanding of the required sequence of operations for the school/site and its unique operations.
6. Create Tactical Functional Performance Tests, as needed, for the different systems.
7. Utilize the controls programming, not just the graphics, to review the operation of

the system and look for items that can potentially be optimized.

8. Perform calibration checks for sensors as well as performance of valve and damper actuators. Sensors that are utilized to control the logic are deemed as a required calibration check. Other sensors shall be sampled.

9. Available BAS data, relevant to the systems in the project scope, shall be analyzed.

10. Perform on-site Retro-Commissioning to the systems in the scope.

11. Provide Testing Services via a qualified (AABC or NEBB) Test and Balance subcontractor for applicable disciplines.

12. Generate a report of the findings and potential Facility Improvement Measures.

13. Develop a Draft RCx Report and submit for review by the Owner.

14. Conduct a review meeting to discuss any questions and/or comments related to the report.

15. Submit a final RCx Report; one (1) electronic copy.

16. Implementation of items may be handled under a separate project.

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
- b. Upon request from the School Board’s custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board’s custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

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

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

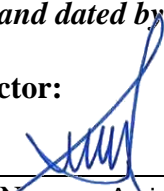
provision shall survive any termination or expiration of the contract.

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

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

Signed and dated by authorized representatives as provided below:

Contractor:



Printed Name: Amir Kazeminia, PE
Title: President / CEO
Date: 10/13/2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

 **AIA**® Document C103™ – 2015

**Standard Form of Agreement Between Owner and Consultant without a
Predefined Scope of Consultant's Services**

AGREEMENT made as of the Thirteenth day of December
in the year Two-thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

School District of Hernando County, Florida
8016 Mobley Rd.
Brooksville, FL 34601

and the Consultant:
(Name, legal status, address, and other information)

Raymond Engineering-Georgia, Inc., C Corporation
1224 Royal Drive
Conyers, GA 30094

Consultant's discipline:
Building Envelope Commissioning (Awarded Category)

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

HCSD Continuing Commissioning Services
TBD
TBD

Miscellaneous projects on a continuing basis for which the fee per project does not exceed \$500,000.

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

This document does not contain a description of the Consultant's scope of services. A description of the Consultant's services must be inserted in Article 2 or attached as an exhibit.

This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

The Owner and Consultant agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Hernando County School District RFQ# 9009-3100-2201 conditions shall apply.

This agreement shall be effective for a period of two (2) years with an option to renew for one additional two (2) year period upon written consent of both parties and any approvals subsequently required by the School Board.

Construction delivery methods may include Design-Bid-Build or CM-at-Risk and shall be determined based on the scope of the project and the best interest of HCSD

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:
TBD
- .2 Date for commencement of construction:
TBD
- .3 Substantial Completion date:
TBD
- .4 Other milestone dates:
TBD

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§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

The Consultant's Basic Services shall be commensurate with the Scope of Architect's Basic Services described in Article 3, AIA Document B201-2017, which is incorporated herein by reference as well as those described in RFQ# 9009-3100-2106 including Appendix D "Scope of Services".

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Guido Salas, Regional Vice President
9100 Conroy Windermere Road
Suite 200
Windermere, FL 34786
407-953-9861 (cell)
Guido.salas@raymondllc.com

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than One-million dollars (\$ 1,000,000.00) for each occurrence and One-million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than One-million dollars (\$1,000,000.00) per claim and One-million dollars (\$1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

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§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than Statutory Minimum (\$).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five-hundred thousand (\$500,000.00) per claim and One-million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

- Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>
TBD upon issuance of Task Order.	TBD upon issuance of Task Order.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

James Lipsey
Manager of Planning, Design and Construction
8016 Mobley Rd.
Brooksville, FL 34601

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

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§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 6.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

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Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:

(Insert amount of, or basis for, compensation)

TBD based on hourly rates listed in Article 8.3

Total compensation shall not exceed amounts published in the Florida Department of Management Services' Design Professional Fee Guideline.

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:

(Insert amount of, or basis for, compensation.)

Per Consultant's Hourly Rate Schedule listed in Section 8.3

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Reference attached exhibit "E" hourly billing rates.

Employee or Category

Rate

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant. (Insert rate of monthly or annual interest agreed upon.)

Two percent (2%)

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of Five percent (5%) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

Architect shall maintain insurance as set forth in "Exhibit A - Consultant's Insurance Requirements." If there are conflicts between requirements in this document and Exhibit A, the most stringent requirement shall apply.

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero dollars \$(0)

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ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The terms "Architect" and "Consultant" are used interchangeably within the context of this document.

This is a Continuing Services contract. Upon issuance of a Task Order by the Owner, the Consultant shall issue a fee proposal based upon the Scope of Work identified in the Task Order. The fee proposal shall be based on rates listed in Article 8 of this Agreement, along with any supplemental and/or additional services required by the project.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

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§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
 - .3 Scope of Services Exhibit(s) listed in section 2.1
 - .4 Other documents:
(List other documents hereby incorporated into the Agreement.)
Exhibit A - Consultant's Insurance Requirements
Exhibit B - HCSD Standard Addendum to Agreements
Exhibit C - Commissioning Discipline Declaration
Exhibit D - Scope of Services
Exhibit E - Hourly Billing Rates

This Agreement entered into as of the day and year first written above.

<hr/> <p>OWNER <i>(Signature)</i></p> <hr/> <p><i>(Printed name and title)</i></p>	 <hr/> <p>CONSULTANT <i>(Signature)</i></p> <hr/> <p>Guido X. Salas - Regional Vice President <i>(Printed name and title)</i></p>
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2022-2026

HERNANDO COUNTY SCHOOLS ONTINUING COMMISSIONING FEE SCHEDULE

Architectural/Engineering & Building Envelope Commissioning Services

PROFESSIONAL SERVICES	
Project Manager, per hour	\$165.00
Project Coordinator, per hour	\$110.00
Senior Engineer, PE, per hour	\$200.00
Engineer III, PE, per hour	\$175.00
Senior Architect, RA, AIA, per hour	\$200.00
Architect III, per hour	\$175.00
Senior Building Envelope Consultant, RRC, RWC, REWC, per hour	\$210.00
Building Envelope Consultant III, RRC, RWC, REWC, per hour	\$165.00
Building Envelope Consultant II, RRO, RWO, per hour	\$140.00
Building Envelope Consultant I, per hour	\$100.00
Administrator/Clerical, per hour	\$85.00
EXPENSES	
Travel and lodging	Cost + 10%
Per Diem (meals), per day	\$50.00
Mileage, per mile	\$0.62
EQUIPMENT	
Drone, per day	\$500.00
IR Drone, per day	\$750.00
Nuclear Gage Equipment, per day	\$650.00
Flir Infrared Camera, per day	\$400.00
Tramex, DEC Scanner, per day	\$300.00
Tramex Meter, per day	\$150.00
High Voltage Electronic Leak Detector, per day	\$300.00
Field Air Infiltration (e.g. ASTM E783) Testing Equipment, per day	\$300.00
Field Spray Nozzle (e.g. AAMA 501.2) Testing Equipment, per day	\$100.00
Spray Rack (e.g. ASTM E 1105), per day	\$450.00
Bell Chamber, per day	\$650.00
Blower Door Test Equipment, per day	\$650.00
CONSULTANTS	
Sub Consultants	Cost + 10%

Note: Fees are portal to portal. Regular rates apply for work performed Monday – Friday that do not exceed 40 hours. Overtime rates apply on weekends, holidays, and time over 40 hours per week. Overtime rates are billed at 1.5 times the regular rate. Mileage rates are subject to change at the beginning of each calendar year.

A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days’ prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is “claims made” or “per occurrence”.

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following coverages shall be included in the CGL:

- a. Additional Insured status in favor of the Hernando County School Board
- b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
- c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
 - a. Combined Single Limit (each accident): \$1,000,000

**HERNANDO COUNTY SCHOOL BOARD
CONSULTANT’S INSURANCE REQUIREMENTS**

b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.
2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.
3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$1,000,000	\$1,000,000
\$1,000,000 to \$4,999,999	\$1,000,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

Appendix C

Commissioning Discipline Declaration

Name of Firm Raymond

License No. certified through ACG as an AABC Commissioning Group

Address 9100 Conroy Windermere Rd., Suite 200

Windermere, FL 34786

On behalf of the above named firm I hereby request the Jury Panel to consider the firm for the commissioning disciplines indicated below.

- Building Envelope**
- Electrical & Lighting Controls**
- Fire Alarm**
- Fire Sprinkler**
- Generator**
- HVAC & Building Controls**
- Plumbing Systems**

Guido Salas, Regional Vice President

Name and Title



Signature

EXHIBIT D SCOPE OF SERVICES

The Consultant shall provide the Hernando County School District with building systems commissioning and retro-commissioning for new, replacement and renovation projects as well as retro-commissioning for existing facilities in the selected and assigned discipline. Anticipated services may include, but are not limited to, the following:

COMMISSIONING SERVICES

Commissioning Services shall be provided in four (4) phases: Design, Construction, Acceptance, and Post-Acceptance, in accordance with a recognized industry standard for the item(s) being commissioned.

Design Phase:

During the Design Phase, the Consultant shall perform the following Scope of Services:

1. Review the design documents (drawings and specifications) as they are prepared to verify inclusion of material covering the contractor's responsibilities for commissioning; provide comments and suggestions for designer and owners consideration.
2. Review the ability for maintenance to be properly provided for the equipment.
3. Provide comments regarding potential optimization strategies for the HVAC and Building Automation Systems (BAS) to potentially increase energy efficiency without sacrificing comfort. (HVAC discipline only)
4. Provide design review comments in a format for the architectural/engineering (A/E) team to be able to provide a response.
5. Perform a back check of the Design Review Comments in the Conformed Drawing Set.
6. Follow up meetings, as required.
7. Create or update the Commissioning Specifications for the project.
8. Assist in updating the Owner's Project Requirements.
9. Provide a Commissioning Plan specific to the project.

Construction Phase:

During the Construction Phase, the Consultant shall perform the following Scope of Services:

1. Organize and lead the commissioning team.
2. Review shop drawings and equipment submittals, concurrent with the A/E, for

information affecting the commissioning process.

3. Update the commissioning plan to reflect equipment and controls data from the submittals, and provide commissioning schedule information that the contractor can integrate into the project schedule.

4. Schedule and lead commissioning meetings.

5. Establish and maintain a system for tracking issues needing resolution.

6. Review the project schedule periodically to verify commissioning activities are properly incorporated; provide feedback to the Designer and Owner as needed. Coordinate with Contractor and Owner to ensure commissioning activities are incorporated into the project schedule.

7. Perform on-site observations during construction.

8. Develop component verification checklists for the equipment being commissioned.

9. Monitor correct component and equipment installation; including controls point-to-point checkouts. Document all observations.

10. Witness equipment and system start-ups as deemed necessary. Ensure complete documentation of same.

11. Develop Functional Performance Tests specific to the project.

Acceptance Phase:

During the Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems, leading to acceptance of the completed work. Document results of all tests witnessed.

2. Review the Graphical User Interface with the testing process to verify that the Facilities interface to the system is correct (as applicable). Review operation of systems software, controls, etc. for proper functionality and compatibility.

Post-Acceptance Phase:

During the Post-Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather conditions.

2. Verify that ALL controls operate the systems as required by the Contract Documents.

3. Prepare and submit a Final Commissioning Report.
4. Prepare a Systems Manual in accordance with ASHRAE Guideline 1.4-2019 for applicable systems.
5. Provide follow-up for quality performance during the guarantee period. Return to the site with staff at 10-11 months into the warranty period and review the current operating conditions and any outstanding issues.

RETRO-COMMISSIONING SERVICES:

Retro-Commissioning methodology is in general conformance with ASHRAE Guideline 0.2-2015. The scope of the Retro-Commissioning (RCx) includes HVAC Systems and related temperature controls or may include other systems as assigned by the Owner.

1. Review existing building and equipment information provided by the Owner, including as-built construction documents, control drawings and equipment submittals for the systems to be retro-commissioned under this contract; to assist in gaining a better understanding of the existing installations and systems operations in the field. In addition, review utility usage, trend logs and test and balance reports if readily available.

2. Conduct a Project “Kick-off” meeting with Owner’s personnel. During the meeting, define roles and responsibilities, the scope of work, schedule and current facility requirements. The meeting should include developing and communicating the objectives of this RCx project and also include the following:

- 2.1. Perform a preliminary walk-thru of the building.

- 2.2. Conduct interviews with operation and maintenance personnel responsible for the respective systems.

- 2.3. Discuss the financial metrics for the analysis.

3. Conduct a review of the existing systems while concentrating on improving the operation of the existing facilities. This includes a review of the BAS with particular attention to the systems in the project scope for HVAC assignments.

4. Review of potential utility incentives that could be utilized by any of the Facility Improvement Measures.

5. Conduct an assessment of current operation practices. The operations assessment shall look at control strategies, sequences of operation, set points, and schedules. The operations assessment shall also look at whether these practices properly integrate with the needs of the current building occupancy and usage. Consultant must have a complete understanding of the required sequence of operations for the school/site and its unique operations.

6. Create Tactical Functional Performance Tests, as needed, for the different systems.

7. Utilize the controls programming, not just the graphics, to review the operation of

the system and look for items that can potentially be optimized.

8. Perform calibration checks for sensors as well as performance of valve and damper actuators. Sensors that are utilized to control the logic are deemed as a required calibration check. Other sensors shall be sampled.

9. Available BAS data, relevant to the systems in the project scope, shall be analyzed.

10. Perform on-site Retro-Commissioning to the systems in the scope.

11. Provide Testing Services via a qualified (AABC or NEBB) Test and Balance subcontractor for applicable disciplines.

12. Generate a report of the findings and potential Facility Improvement Measures.

13. Develop a Draft RCx Report and submit for review by the Owner.

14. Conduct a review meeting to discuss any questions and/or comments related to the report.

15. Submit a final RCx Report; one (1) electronic copy.

16. Implementation of items may be handled under a separate project.

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

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

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

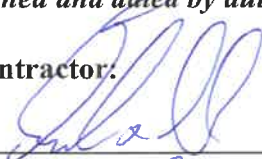
provision shall survive any termination or expiration of the contract.

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

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

Signed and dated by authorized representatives as provided below:

Contractor:



Printed Name: GUIDO X SAUS
Title: R.V.P
Date: 10-18-2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB



AIA[®] Document C103[™] – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the Thirteenth day of December
in the year Two-thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

School District of Hernando County, Florida
8016 Mobley Rd.
Brooksville, FL 34601

and the Consultant:
(Name, legal status, address, and other information)

Setty & Associates International, PLLC LLC
1415 Elliot Pl NW STE 100
Washington, DC 20007

Consultant's discipline:

Fire Alarms, Fire Sprinkler and Generator Commissioning Services (Awarded
Disciplines)

for the following Project:

(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

HCSO Continuing Commissioning Services

TBD

TBD

Miscellaneous projects on a continuing basis for which the fee per
project does not exceed \$500,000.

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

This document does not contain
a description of the Consultant's
scope of services. A description
of the Consultant's services must
be inserted in Article 2 or
attached as an exhibit.

This document is intended to be
used in conjunction with AIA
Standard Form of Consultant's
Services documents.

The Owner and Consultant agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COPYRIGHTS AND LICENSES
6	CLAIMS AND DISPUTES
7	TERMINATION OR SUSPENSION
8	COMPENSATION
9	MISCELLANEOUS PROVISIONS
10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Hernando County School District RFQ# 9009-3100-2201 conditions shall apply.

This agreement shall be effective for a period of two (2) years with an option to renew for one additional two (2) year period upon written consent of both parties and any approvals subsequently required by the School Board.

Construction delivery methods may include Design-Bid-Build or CM-at-Risk and shall be determined based on the scope of the project and the best interest of HCS D

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:
TBD
- .2 Date for commencement of construction:
TBD
- .3 Substantial Completion date:
TBD
- .4 Other milestone dates:
TBD

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

The Consultant's Basic Services shall be commensurate with the Scope of Architect's Basic Services described in Article 3, AIA Document B201-2017, which is incorporated herein by reference as well as those described in RFQ# 9009-3100-2106 including Appendix D "Scope of Services".

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

William T. Bernard, CEM, CxA
 Director of Operations - Tampa
 813-373-9485

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than One-million dollars (\$ 1,000,000.00) for each occurrence and One-million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than One-million dollars (\$1,000,000.00) per claim and One-million dollars (\$1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than Statutory Minimum (\$).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five-hundred thousand (\$500,000.00) per claim and One-million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

- Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>
TBD upon issuance of Task Order.	TBD upon issuance of Task Order.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

James Lipsey
 Manager of Planning, Design and Construction
 8016 Mobley Rd.
 Brooksville, FL 34601

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 6.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(*Insert amount of, or basis for, compensation*)

TBD based on hourly rates listed in Article 8.3

Total compensation shall not exceed amounts published in the Florida Department of Management Services' Design Professional Fee Guideline.

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(*Insert amount of, or basis for, compensation.*)

Per Consultant's Hourly Rate Schedule listed in Section 8.3

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
(*If applicable, attach an exhibit of hourly billing rates or insert them below.*)

Employee or Category**Rate**

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant. *(Insert rate of monthly or annual interest agreed upon.)*

Two percent (2%)

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of Five percent (5%) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

Consultant shall maintain insurance as set forth in "Exhibit A - Consultant's Insurance Requirements." If there are conflicts between requirements in this document and Exhibit A, the most stringent requirement shall apply.

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero dollars \$(0)

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The terms "Architect" and "Consultant" are used interchangeably within the context of this document.

This is a Continuing Services contract. Upon issuance of a Task Order by the Owner, the Consultant shall issue a fee proposal based upon the Scope of Work identified in the Task Order. The fee proposal shall be based on rates listed in Article 8 of this Agreement, along with any supplemental and/or additional services required by the project.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™-2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103-2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
 - .3 Scope of Services Exhibit(s) listed in section 2.1
 - .4 Other documents:
(List other documents hereby incorporated into the Agreement.)
 - Exhibit A - Consultant's Insurance Requirements
 - Exhibit B - HCSD Standard Addendum to Agreements
 - Exhibit C - Commissioning Discipline Declaration
 - Exhibit D - Scope of Services

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

Raj Setty

CONSULTANT (Signature)

Raj Setty, P.E., CxA, LEED AP, President & Principal

(Printed name and title)

**SETTY & ASSOCIATES
INTERNATIONAL, PLLC**

October 13, 2022

601 S Harbour Island Blvd
Suite 109
Tampa, FL 33602
P: 813-524-0114
F: 813-392-2211

Mr. Brian Ragan, Facilities & Construction Department
Hernando County School District
8016 Mobley Rd
Brooksville, FL 34601
Email: Ragan_b@hcsb.k12.fl.us

www.setty.com

SETTY HOURLY RATES

Atlanta, GA	Principal:	\$ 267.00/hr.
Baltimore, MD	Office Director:	\$ 218.00/hr.
Charlottesville, VA	Project Executive:	\$ 199.00/hr.
Fairfax, VA	Project Manager:	\$ 186.00/hr.
Los Angeles, CA	Sr. Mechanical Engineer:	\$ 165.00/hr.
New York, NY	Mechanical Engineer:	\$ 138.00/hr.
Philadelphia, PA	Sr. Electrical Engineer:	\$ 171.00/hr.
Tampa, FL	Electrical Engineer:	\$ 145.00/hr.
Washington, DC	Sr. Plumbing/FP Engineer:	\$ 165.00/hr.
Mysore, India	Plumbing/FP Engineer:	\$ 138.00/hr.
	Designer:	\$ 110.00/hr.
	BIM/CAD Coordinator:	\$ 95.00/hr.
	Sr. Cx Agent/Building Cx Agent:	\$ 171.00/hr.
	Cx Agent/Building Cx Agent:	\$ 145.00/hr.
	CA Coordinator:	\$ 135.00/hr.
	Administrative/Clerical:	\$ 92.00/hr.

Mechanical Engineering
Electrical Engineering
Plumbing Engineering
Fire Protection Engineering
Energy Modeling
Commissioning
Master Controls Integration
Project Management
Construction Management

DELIVER HIGH PERFORMING COMPLEX BUILDINGS

A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days’ prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is “claims made” or “per occurrence”.

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following coverages shall be included in the CGL:

- a. Additional Insured status in favor of the Hernando County School Board
- b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
- c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
 - a. Combined Single Limit (each accident): \$1,000,000

**HERNANDO COUNTY SCHOOL BOARD
CONSULTANT’S INSURANCE REQUIREMENTS**

- b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.
2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.
3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$1,000,000	\$1,000,000
\$1,000,000 to \$4,999,999	\$1,000,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

Appendix C

Commissioning Discipline Declaration

Name of Firm Setty & Associates International, PLLC

License No. 35446

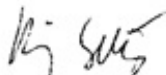
Address 601 S Harbour Island Blvd Suite 109
Tampa, FL 33602

On behalf of the above named firm I hereby request the Jury Panel to consider the firm for the commissioning disciplines indicated below.

- X **Building Envelope**
- X **Electrical & Lighting Controls**
- X **Fire Alarm**
- X **Fire Sprinkler**
- X **Generator**
- X **HVAC & Building Controls**
- X **Plumbing Systems**

Raj Setty, P.E., CxA, LEED AP | President & Principal

Name and Title



Signature

EXHIBIT D SCOPE OF SERVICES

The Consultant shall provide the Hernando County School District with building systems commissioning and retro-commissioning for new, replacement and renovation projects as well as retro-commissioning for existing facilities in the selected and assigned discipline. Anticipated services may include, but are not limited to, the following:

COMMISSIONING SERVICES

Commissioning Services shall be provided in four (4) phases: Design, Construction, Acceptance, and Post-Acceptance, in accordance with a recognized industry standard for the item(s) being commissioned.

Design Phase:

During the Design Phase, the Consultant shall perform the following Scope of Services:

1. Review the design documents (drawings and specifications) as they are prepared to verify inclusion of material covering the contractor's responsibilities for commissioning; provide comments and suggestions for designer and owners consideration.
2. Review the ability for maintenance to be properly provided for the equipment.
3. Provide comments regarding potential optimization strategies for the HVAC and Building Automation Systems (BAS) to potentially increase energy efficiency without sacrificing comfort. (HVAC discipline only)
4. Provide design review comments in a format for the architectural/engineering (A/E) team to be able to provide a response.
5. Perform a back check of the Design Review Comments in the Conformed Drawing Set.
6. Follow up meetings, as required.
7. Create or update the Commissioning Specifications for the project.
8. Assist in updating the Owner's Project Requirements.
9. Provide a Commissioning Plan specific to the project.

Construction Phase:

During the Construction Phase, the Consultant shall perform the following Scope of Services:

1. Organize and lead the commissioning team.
2. Review shop drawings and equipment submittals, concurrent with the A/E, for

information affecting the commissioning process.

3. Update the commissioning plan to reflect equipment and controls data from the submittals, and provide commissioning schedule information that the contractor can integrate into the project schedule.

4. Schedule and lead commissioning meetings.

5. Establish and maintain a system for tracking issues needing resolution.

6. Review the project schedule periodically to verify commissioning activities are properly incorporated; provide feedback to the Designer and Owner as needed. Coordinate with Contractor and Owner to ensure commissioning activities are incorporated into the project schedule.

7. Perform on-site observations during construction.

8. Develop component verification checklists for the equipment being commissioned.

9. Monitor correct component and equipment installation; including controls point-to-point checkouts. Document all observations.

10. Witness equipment and system start-ups as deemed necessary. Ensure complete documentation of same.

11. Develop Functional Performance Tests specific to the project.

Acceptance Phase:

During the Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems, leading to acceptance of the completed work. Document results of all tests witnessed.

2. Review the Graphical User Interface with the testing process to verify that the Facilities interface to the system is correct (as applicable). Review operation of systems software, controls, etc. for proper functionality and compatibility.

Post-Acceptance Phase:

During the Post-Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather conditions.

2. Verify that ALL controls operate the systems as required by the Contract Documents.

3. Prepare and submit a Final Commissioning Report.
4. Prepare a Systems Manual in accordance with ASHRAE Guideline 1.4-2019 for applicable systems.
5. Provide follow-up for quality performance during the guarantee period. Return to the site with staff at 10-11 months into the warranty period and review the current operating conditions and any outstanding issues.

RETRO-COMMISSIONING SERVICES:

Retro-Commissioning methodology is in general conformance with ASHRAE Guideline 0.2-2015. The scope of the Retro-Commissioning (RCx) includes HVAC Systems and related temperature controls or may include other systems as assigned by the Owner.

1. Review existing building and equipment information provided by the Owner, including as-built construction documents, control drawings and equipment submittals for the systems to be retro-commissioned under this contract; to assist in gaining a better understanding of the existing installations and systems operations in the field. In addition, review utility usage, trend logs and test and balance reports if readily available.

2. Conduct a Project “Kick-off” meeting with Owner’s personnel. During the meeting, define roles and responsibilities, the scope of work, schedule and current facility requirements. The meeting should include developing and communicating the objectives of this RCx project and also include the following:

2.1. Perform a preliminary walk-thru of the building.

2.2. Conduct interviews with operation and maintenance personnel responsible for the respective systems.

2.3. Discuss the financial metrics for the analysis.

3. Conduct a review of the existing systems while concentrating on improving the operation of the existing facilities. This includes a review of the BAS with particular attention to the systems in the project scope for HVAC assignments.

4. Review of potential utility incentives that could be utilized by any of the Facility Improvement Measures.

5. Conduct an assessment of current operation practices. The operations assessment shall look at control strategies, sequences of operation, set points, and schedules. The operations assessment shall also look at whether these practices properly integrate with the needs of the current building occupancy and usage. Consultant must have a complete understanding of the required sequence of operations for the school/site and its unique operations.

6. Create Tactical Functional Performance Tests, as needed, for the different systems.

7. Utilize the controls programming, not just the graphics, to review the operation of

the system and look for items that can potentially be optimized.

8. Perform calibration checks for sensors as well as performance of valve and damper actuators. Sensors that are utilized to control the logic are deemed as a required calibration check. Other sensors shall be sampled.

9. Available BAS data, relevant to the systems in the project scope, shall be analyzed.

10. Perform on-site Retro-Commissioning to the systems in the scope.

11. Provide Testing Services via a qualified (AABC or NEBB) Test and Balance subcontractor for applicable disciplines.

12. Generate a report of the findings and potential Facility Improvement Measures.

13. Develop a Draft RCx Report and submit for review by the Owner.

14. Conduct a review meeting to discuss any questions and/or comments related to the report.

15. Submit a final RCx Report; one (1) electronic copy.

16. Implementation of items may be handled under a separate project.

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

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

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

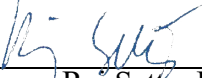
provision shall survive any termination or expiration of the contract.

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

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

Signed and dated by authorized representatives as provided below:

Contractor:


Printed Name: Raj Setty, P.E., CxA, LEED AP
Title: Principal & President
Date: October 17, 2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB



AIA[®] Document C103[™] – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the Thirteenth day of December
in the year Two-thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

School District of Hernando County, Florida
8016 Mobley Rd.
Brooksville, FL

and the Consultant:
(Name, legal status, address, and other information)

SGM Engineering, Inc. (Engineering Co. - S Corporation)
935 Lake Baldwin Lane
Orlando, FL 32814

Consultant's discipline:

Building Envelope, Electrical & Lighting Controls, Fire Alarms, Fire Sprinkler,
Generator, HVAC & Building Controls and Plumbing Commissioning Services

for the following Project:

(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

HCSO Continuing Commissioning Services

TBD

TBD

Miscellaneous projects on a continuing basis for which the fee per
project does not exceed \$500,000.

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

This document does not contain a description of the Consultant's scope of services. A description of the Consultant's services must be inserted in Article 2 or attached as an exhibit.

This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

The Owner and Consultant agree as follows.

Init.

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9	MISCELLANEOUS PROVISIONS
10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Hernando County School District RFQ# 9009-3100-2201 conditions shall apply.

This agreement shall be effective for a period of two (2) years with an option to renew for one additional two (2) year period upon written consent of both parties and any approvals subsequently required by the School Board.

Construction delivery methods may include Design-Bid-Build or CM-at-Risk and shall be determined based on the scope of the project and the best interest of HCSD

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:
TBD
- .2 Date for commencement of construction:
TBD
- .3 Substantial Completion date:
TBD
- .4 Other milestone dates:
TBD

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:
(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

The Consultant's Basic Services shall be commensurate with the Scope of Architect's Basic Services described in Article 3, AIA Document B201-2017, which is incorporated herein by reference as well as those described in RFQ# 9009-3100-2106 including Appendix D "Scope of Services".

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.
(List name, address, and other information.)

Justin Mundell, PE
935 Lake Baldwin Lane
Orlando, FL 32814

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than One-million dollars (\$ 1,000,000.00) for each occurrence and One-million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than One-million dollars (\$1,000,000.00) per claim and One-million dollars (\$1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than Statutory Minimum (\$).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five-hundred thousand (\$500,000.00) per claim and One-million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

- Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>
TBD upon issuance of Task Order.	TBD upon issuance of Task Order.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

James Lipsey
 Manager of Planning, Design and Construction
 8016 Mobley Rd.
 Brooksville, FL 34601

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Init.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 6.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

TBD based on hourly rates listed in Article 8.3

Total compensation shall not exceed amounts published in the Florida Department of Management Services' Design Professional Fee Guideline.

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:

(Insert amount of, or basis for, compensation.)

Per Consultant's Hourly Rate Schedule listed in Section 8.3

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Init.

Employee or Category**Rate**

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant. *(Insert rate of monthly or annual interest agreed upon.)*

Two percent (2%)

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of Five percent (5%) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

Architect shall maintain insurance as set forth in "Exhibit A - Consultant's Insurance Requirements." If there are conflicts between requirements in this document and Exhibit A, the most stringent requirement shall apply.

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero dollars \$(0)

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The terms "Architect" and "Consultant" are used interchangeably within the context of this document.

This is a Continuing Services contract. Upon issuance of a Task Order by the Owner, the Consultant shall issue a fee proposal based upon the Scope of Work identified in the Task Order. The fee proposal shall be based on rates listed in Article 8 of this Agreement, along with any supplemental and/or additional services required by the project.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:
(List other documents hereby incorporated into the Agreement.)

- Exhibit A - Consultant's Insurance Requirements
- Exhibit B - HCSD Standard Addendum to Agreements
- Exhibit C - Commissioning Discipline Declaration
- Exhibit D - Scope of Services

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSULTANT (Signature)

Bobak (Bobby) Shahnami- President
(Printed name and title)

Init.



School District of Hernando County, Florida. 8016 Mobley Road, Brooksville, FL 34601.
 Commissioning Services

Position Category	Hourly Rate	Multiplier	Billable Rate
Principal	70.00	2.80	196.00
Project Manager	58.14	2.80	160.00
Commissioning Agent	49.64	2.80	139.00
Senior Tech	33.46	2.80	93.69
Office Administrator	21.00	2.80	58.80
Base Rate		<u>1.00%</u>	
Fringe + General Overhead Rate		<u>1.50%</u>	
Salary + Fringe + General Overhead Rate		<u>2.50%</u>	
Profit Margin (10%)		<u>.30%</u>	
Total Overhead Rate		<u>2.80%</u>	

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Bobak (Bobby) Shahnami- President
 Name of Company Officer, Title

10/10/2022
 Date

A handwritten signature in blue ink, appearing to read "Bobak".

Signature

A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days’ prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is “claims made” or “per occurrence”.

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following coverages shall be included in the CGL:

- a. Additional Insured status in favor of the Hernando County School Board
- b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
- c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
 - a. Combined Single Limit (each accident): \$1,000,000

**HERNANDO COUNTY SCHOOL BOARD
CONSULTANT’S INSURANCE REQUIREMENTS**

- b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.
2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.
3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$1,000,000	\$1,000,000
\$1,000,000 to \$4,999,999	\$1,000,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

Appendix C

Commissioning Discipline Declaration

Name of Firm SGM Engineering, Inc.

License No. 6208

Address 5440 Mariner Street, Suite 110
Tampa, FL 33609

On behalf of the above named firm I hereby request the Jury Panel to consider the firm for the commissioning disciplines indicated below.

- X **Building Envelope**
- X **Electrical & Lighting Controls**
- X **Fire Alarm**
- X **Fire Sprinkler**
- X **Generator**
- X **HVAC & Building Controls**
- X **Plumbing Systems**

Bobak (Bobby) Shahnami, President

Name and Title



Signature

EXHIBIT D SCOPE OF SERVICES

The Consultant shall provide the Hernando County School District with building systems commissioning and retro-commissioning for new, replacement and renovation projects as well as retro-commissioning for existing facilities in the selected and assigned discipline. Anticipated services may include, but are not limited to, the following:

COMMISSIONING SERVICES

Commissioning Services shall be provided in four (4) phases: Design, Construction, Acceptance, and Post-Acceptance, in accordance with a recognized industry standard for the item(s) being commissioned.

Design Phase:

During the Design Phase, the Consultant shall perform the following Scope of Services:

1. Review the design documents (drawings and specifications) as they are prepared to verify inclusion of material covering the contractor's responsibilities for commissioning; provide comments and suggestions for designer and owners consideration.
2. Review the ability for maintenance to be properly provided for the equipment.
3. Provide comments regarding potential optimization strategies for the HVAC and Building Automation Systems (BAS) to potentially increase energy efficiency without sacrificing comfort. (HVAC discipline only)
4. Provide design review comments in a format for the architectural/engineering (A/E) team to be able to provide a response.
5. Perform a back check of the Design Review Comments in the Conformed Drawing Set.
6. Follow up meetings, as required.
7. Create or update the Commissioning Specifications for the project.
8. Assist in updating the Owner's Project Requirements.
9. Provide a Commissioning Plan specific to the project.

Construction Phase:

During the Construction Phase, the Consultant shall perform the following Scope of Services:

1. Organize and lead the commissioning team.
2. Review shop drawings and equipment submittals, concurrent with the A/E, for

information affecting the commissioning process.

3. Update the commissioning plan to reflect equipment and controls data from the submittals, and provide commissioning schedule information that the contractor can integrate into the project schedule.

4. Schedule and lead commissioning meetings.

5. Establish and maintain a system for tracking issues needing resolution.

6. Review the project schedule periodically to verify commissioning activities are properly incorporated; provide feedback to the Designer and Owner as needed. Coordinate with Contractor and Owner to ensure commissioning activities are incorporated into the project schedule.

7. Perform on-site observations during construction.

8. Develop component verification checklists for the equipment being commissioned.

9. Monitor correct component and equipment installation; including controls point-to-point checkouts. Document all observations.

10. Witness equipment and system start-ups as deemed necessary. Ensure complete documentation of same.

11. Develop Functional Performance Tests specific to the project.

Acceptance Phase:

During the Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems, leading to acceptance of the completed work. Document results of all tests witnessed.

2. Review the Graphical User Interface with the testing process to verify that the Facilities interface to the system is correct (as applicable). Review operation of systems software, controls, etc. for proper functionality and compatibility.

Post-Acceptance Phase:

During the Post-Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather conditions.

2. Verify that ALL controls operate the systems as required by the Contract Documents.

3. Prepare and submit a Final Commissioning Report.
4. Prepare a Systems Manual in accordance with ASHRAE Guideline 1.4-2019 for applicable systems.
5. Provide follow-up for quality performance during the guarantee period. Return to the site with staff at 10-11 months into the warranty period and review the current operating conditions and any outstanding issues.

RETRO-COMMISSIONING SERVICES:

Retro-Commissioning methodology is in general conformance with ASHRAE Guideline 0.2-2015. The scope of the Retro-Commissioning (RCx) includes HVAC Systems and related temperature controls or may include other systems as assigned by the Owner.

1. Review existing building and equipment information provided by the Owner, including as-built construction documents, control drawings and equipment submittals for the systems to be retro-commissioned under this contract; to assist in gaining a better understanding of the existing installations and systems operations in the field. In addition, review utility usage, trend logs and test and balance reports if readily available.
2. Conduct a Project “Kick-off” meeting with Owner’s personnel. During the meeting, define roles and responsibilities, the scope of work, schedule and current facility requirements. The meeting should include developing and communicating the objectives of this RCx project and also include the following:
 - 2.1. Perform a preliminary walk-thru of the building.
 - 2.2. Conduct interviews with operation and maintenance personnel responsible for the respective systems.
 - 2.3. Discuss the financial metrics for the analysis.
3. Conduct a review of the existing systems while concentrating on improving the operation of the existing facilities. This includes a review of the BAS with particular attention to the systems in the project scope for HVAC assignments.
4. Review of potential utility incentives that could be utilized by any of the Facility Improvement Measures.
5. Conduct an assessment of current operation practices. The operations assessment shall look at control strategies, sequences of operation, set points, and schedules. The operations assessment shall also look at whether these practices properly integrate with the needs of the current building occupancy and usage. Consultant must have a complete understanding of the required sequence of operations for the school/site and its unique operations.
6. Create Tactical Functional Performance Tests, as needed, for the different systems.
7. Utilize the controls programming, not just the graphics, to review the operation of

the system and look for items that can potentially be optimized.

8. Perform calibration checks for sensors as well as performance of valve and damper actuators. Sensors that are utilized to control the logic are deemed as a required calibration check. Other sensors shall be sampled.

9. Available BAS data, relevant to the systems in the project scope, shall be analyzed.

10. Perform on-site Retro-Commissioning to the systems in the scope.

11. Provide Testing Services via a qualified (AABC or NEBB) Test and Balance subcontractor for applicable disciplines.

12. Generate a report of the findings and potential Facility Improvement Measures.

13. Develop a Draft RCx Report and submit for review by the Owner.

14. Conduct a review meeting to discuss any questions and/or comments related to the report.

15. Submit a final RCx Report; one (1) electronic copy.

16. Implementation of items may be handled under a separate project.

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

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

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

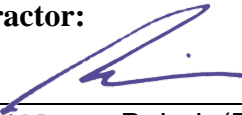
provision shall survive any termination or expiration of the contract.

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

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

Signed and dated by authorized representatives as provided below:

Contractor:



Printed Name: Bobak (Bobby) Shahnami

Title: President

Date: 10/10/2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Agenda 23-1035 Commissioning Services Continuing Services

Complete Section A or B; and C

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

A. Item Currently Budgeted -							
Various Funds							
Account Name							
Account Number	3XXX	74XX	6XXX	XXXX	MXXX		
	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
\$ 500,000.00		\$ 0.00		\$ 0.00		\$ 500,000.00	\$ 500,000.00
-						-	\$ 0.00

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

B. Item Currently Not Budgeted -**							
Funding Source							
Account Name							
Account Number							
	Fund	Function	Object	Cost Center	Project	Sub Project	
Amount \$							

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

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input checked="" type="radio"/>
Prior Year Approved Budget:	\$ 0.00
Prior Year Actual Spent:	\$ 0.00

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



Hernando School District

School Board Regular Meeting

Agenda Item # 16. 23-1044

12/13/2022

Title and Board Action Requested

Approve the purchase of wireless access points and licenses from Southeastern Services, Inc. for an estimated price of \$112,679.60.

Executive Summary

The Director of Technology and Information Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the purchase of goods from Southeastern Services, Inc.

We are requesting to purchase wireless access points and licenses from Southeastern Services, Inc. in order to upgrade our district wide wireless (Wi-Fi) system. The upgrade is necessary to maintain wireless internet access in all of our schools and facilities, replace obsolete and no longer supported access points and to allow for adequate Wi-Fi coverage for student devices including the One to One laptops. The purchase will consist of wireless access points and licenses for the access points. This vendor was the low bid in the E-rate Form 470 competitive bidding process. The cost of this equipment is \$563,398.00 and is eligible for a proposed E-Rate discount of 80% and may be purchased on an as needed basis over a 5 year period. The District has been approved to receive \$450,718.40 in Federal E-Rate discounts on the purchases of equipment during the 5 year period with the remaining 20% (\$112,679.60) to be paid by the District with Millage funds as planned in the Millage budget. The purchase of equipment contained in this agreement is based on availability of E-Rate and Millage funding. If there is not available funding from either or both sources, equipment purchases may be reduced or eliminated.

My Contact

Joseph Amato
Director of Technology and Information Services
Amato_j1@hcsb.k12.fl.us
(352) 797-706 ext. 102

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

The cost for this agenda item is \$ 112,679.60, see attached budget sheet. The cost for the previous fiscal year was \$ 0.00.

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

Southeastern Services Inc

Invoice

Date 10/4/2022
 Invoice # 126237

Bill To
 School Board of Hernando County
 919 N Broad St
 Brooksville FL 34601

Ship To
 ERate 471 Ruckus Order with Watchdog

P.O. #
 Terms

Ship Date 10/4/2022
 Due Date 10/4/2022
 Other

Description	Qty	U/M	Rate	Amount
ERate 470 FRN 2299048880 Ruckus 901-R350-US02; S01-0001-1LSG END U WATCHDOG SUP 1YR	1,100	ea	512.18	563,398.00
LESS USAC PORTION AT 80% ON 901-R350-US02 AND S01-001-1LSG	1,100	ea	-409.744	-450,718.40

Total \$112,679.60
 Payments/Credits \$0.00
 Balance Due \$112,679.60

Southeastern Services Inc
 m@setel.net



BEN Name: HERNANDO COUNTY SCHOOL DIST
BEN: 127871
Post Commitment Wave: 23

Revised Funding Commitment Decision Overview Funding Year 2022

Funding Request Number (FRN)	Service Provider Name	Request Type	Revised Committed	Review Status
2299048880	Southeastern Services, Inc.	Service Substitution	\$450,718.40	Approved



BEN Name: HERNANDO COUNTY SCHOOL DIST

BEN: 127871

Post Commitment Wave: 23

Post Commitment Request Number: 284647	Post Commitment Request Type: Service Substitution	Post Commitment Decision: Approved
--	--	--

FRN: 2299048880	Service Type: Internal Connections	Original Status: Funded	Revised Status: Funded
FCC Form 471: 221033194			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$563,398.00
Total Pre-Discount Charges		\$563,398.00	
Discount Rate		80.00%	
Revised Committed Amount		\$450,718.40	

Dates	
Service Start Date	7/1/2022
Contract Expiration Date	6/30/2023
Contract Award Date	
Service Delivery Deadline	9/30/2023
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Southeastern Services, Inc.
SPIN (498ID)	143026053
Contract Number	
Account Number	
Establishing FCC Form 470	220021783

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Revised Funding Commitment Decision Comments:

Post Commitment Rationale:

Your Service Substitution request is approved.

A. Item Currently Budgeted -										
Account Name	Add.Millage	Admin. Tech Srvc.	Tech Non-Cap.	TIS Division	Voted Millage Tech					
Account Number	1120E	8200	6490	9220	00107					
	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
\$ 0.00		\$ 249,349.95		\$ 99,562.05		\$ 149,787.90		\$ 112,679.60		\$ 37,108.30

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

B. Item Currently Not Budgeted -**									
Funding Source									
Account Name									
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project			
Amount									
\$ _____									

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

C. History	
Check one:	
Prior Year Budget:	<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 # 17. 23-1060

12/13/2022

Title and Board Action Requested

Approve renewing bid no. 21-515-35 RN Lawn Maintenance, Golf Cart & Miscellaneous Equipment: Service, Parts & Accessories to Everglades Equipment Group, Inc and Pickett's Ace Hardware for Service and Repair of commercial lawn equipment and authorize purchases for an estimated annual spending of \$40,000.

Executive Summary

The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of Bid No. 21-515-35 RN: Lawn Maintenance, Golf Cart & Miscellaneous Equipment, for the repair of district owned commercial lawn equipment.

My Contact

Brian Still
Director of Maintenance
Still_b@hcsb.k12.fl.us
(352- 797-7071)

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is \$40,000.00, see attached budget sheet. The cost for the previous fiscal year was \$50,316.53.

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:

December 13, 2022

Bid No. 21-515-35 RN

Bid Title: Lawn Maintenance, Golf Cart & Miscellaneous Equipment: Service, Parts & Accessories

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

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

Bid Contract Period:

01/12/2023 through 01/11/2024

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
1

Length of
Each Term (month)

Length of
Each Term (year)
1

None

Rationale/Reason:

Bidders Electronically
Downloaded From Public
Purchase Website: 0

Bids Received:
- 0 -

No Bids:
- 0 -

Late Bids:
- 0 -

Rejected Bids:
- 0 -

N/A – Bids Not
Required: Renewal

Submitted By:

Nielson McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By:

Brian Still
Director of Maintenance

Department(s): Support Operations

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

T/C CODE: 2135

Everglades Equipment Group, Inc. (V-50901)

Section I – Lawn Equipment

Manufacturer’s Current List Price Catalog Reference	Percentage (%) Discount Off Equipment	Percentage (%) Discount Off Parts	Percentage (%) Discount off Accessories
John Deere	12%	6%	6%
Stihl	21%	15%	15%
Bush Hog, Rhino, Schulte, Alamo Group	Discount varies from 3 rd party vendors	6%	6%

Service

Hourly labor rates for service and repairs: \$90.00 / Hour
 Experienced and licensed for service and repair of commercial lawn equipment Yes No
 Delivery or pick-up charge: \$75.00

Note: Section II, III & IV – Vendor did not bid

Pickett’s Ace Hardware (V-49448)

Section I – Lawn Equipment

Manufacturer’s Current List Price Catalog Reference	Percentage (%) Discount Off Equipment	Percentage (%) Discount Off Parts	Percentage (%) Discount off Accessories
Stihl Equipment	21%	15%	15%
Kawasaki	n/a	15%	15%

Service

Hourly labor rates for service and repairs: \$80.00 / Hour
 Experienced and licensed for service and repair of commercial lawn equipment: Yes No
 Delivery or pick-up charge: \$75.00

Sampling of Products/Brands/Manufacturers Offered include but not limited to:

Stihl Honda Kawasaki
 Toro Briggs & Stratton MTD
 Husqvarna/AYP Generac

Note: Section II, III & IV – Vendor did not bid

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

A. Item Currently Budgeted -

Account Name								2022-2023 Maintenance Lawn Turf Supplies General Fund Account (as of 11/28/22)													
Account Number		1100 E		8100		5900		9506		49500											
		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	
\$ 53,500.00				\$		17,027.13		\$		36,472.87		\$		32,000.00		\$		4,472.87			

Account Name								2022-2023 Maintenance Lawn Turf Repairs & Maintenance General Fund Account (as of 11/28/22)													
Account Number		1100 E		8100		3500		9506		49500											
		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	
\$ 9,000.00				\$		327.99		\$		8,000.00		\$		672.01							

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: \$ 50,316.53
 Prior Year Actual Spent: \$ 50,316.53

** 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 # 18. 23-1063

12/13/2022

Title and Board Action Requested

Award Bid No. 21055.00, Roof Replacement and Designated Repairs at HCSD District Main Office, to TeamCraft Roofing, for construction goods and services and authorize the purchase for \$781,700.00 using Half-Cent Funds.

Executive Summary

The Director of Facilities and Construction, on behalf of the Superintendent of Schools, hereby requests the Board award Bid No. 21055.00, Roof Replacement and Designated Repairs at HCSD District Main Office, to TeamCraft Roofing, for construction goods and services and authorize the purchase for \$781,700.00 using Half-Cent Funds.

My Contact

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

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is \$781,700.00, see attached budget sheet. The cost for the previous fiscal year was \$0.00.

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

ADVERTISEMENT FOR BIDS

**PROJECT NAME: ROOF REPLACEMENT AND DESIGNATED REPAIRS FOR THE
HERNANDO COUNTY SCHOOL DISTRICT MAIN OFFICE**

PROJECT NO.: 21055.00

HERNANDO COUNTY SCHOOL BOARD

8016 Mobley Road
Brooksville, FL 34601

ESTIMATED COST: \$650,000.00

PROJECT DESCRIPTION: ROOF REPLACEMENT AND DESIGNATED REPAIRS

BID DATE: Sealed Bids are due from **PRE-QUALIFIED Roofing Contractors** on **November 8th, 2022 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 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 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
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 one of the two **MANDATORY PRE-BID MEETINGS** at the job site on **October 13th, 2022 at 10:00 A.M.** or **October 31st, 2022 at 10:00 A.M.** Existing conditions may be observed afterward. The Design Professional or Owner will conduct the meetings 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 10/16/2022, 10/23/2022 & 10/30/2022

Original

Hernando County School Board
Bid Proposal Form

DATE: 11/2/2022
 (Date of Proposal)

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

1316 N. Long St.
 (Mailing Address)

Salisbury, NC 28144
 (City, State, Zip)

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

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 the:
Hernando County School District Main Office
 919 North Broad Street., Brooksville, FL 34601

A/R/C Project Number: 21055.00

Date: 11/08/2022

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 Eighty One Thousand Seven Hundred & 00/100 Dollars \$ 781,700.00
 (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 linear foot to replace any existing deteriorated **2 x 4** pressure treated wood nailers along roof edge or within roof system or accessories. The exact locations and extent of replacement to be determined in the field by the Owner and Architect. Base proposal shall include the replacement of **300 linear feet** of pressure treated wood nailers, one layer thick. If this quantity is not used, the Owner will receive a credit for the unused quantity based on this same unit cost.

\$ <u>6.80</u>	300 linear feet	\$ <u>2,040.00</u>
(Unit Cost)	(Est. Qty.)	(Total Amount)

Hernando County School Board
Bid Proposal Form

COMPLETION TIME

The undersigned Bidder agrees to substantially complete the Work within **60** 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.

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."

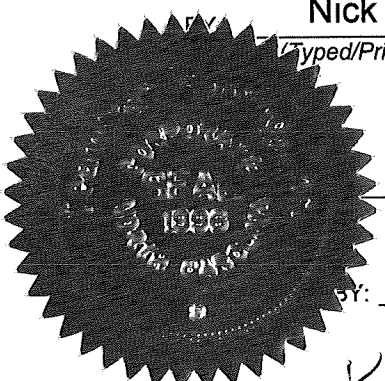
This proposal shall remain in force and effect for a period of **sixty (60)** calendar days from the time of opening of this Proposal. The Bidder will not revoke, cancel or withdraw this Proposal within the said sixty (60) calendar days.

In witness whereof, the Bidder, a Corporation
(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 8th day of November, 2022

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

Nick Hay
(Typed/Printed Name and Title of Officer or Authorized Agent)



[Handwritten Signature]
(Signature)

Kelly Hughes
(Typed/Printed Name of Witness)

[Handwritten Signature]
(Signature)

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.

OWNER:
(Name, legal status and address)

Hernando County School Board
8016 Mobley Road
Brooksville, FL 34601

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

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

Roof Replacement and Designated Repairs for the Hernando County School District Main Office, Project No. 21055.00

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 such 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 8th day of November, 2022



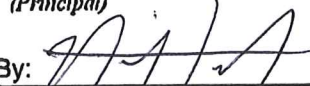
(Witness)



(Witness)

TeamCraft Roofing, Inc.

(Principal) *(Seal)*

By: 

(Title) Nick Hay / Production Manager

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.



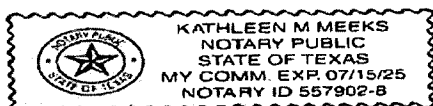
by: *Gary E. Grose*

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 8th day of November, 2022.



Austin W. King
Austin W. King, Secretary



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:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> 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	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
C. Evidence of successful completion of at least two (2) other projects of similar size within the past five (5) years	<input checked="" type="checkbox"/> YES <input type="checkbox"/> 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.	<input checked="" type="checkbox"/> NO CLAIMS <input type="checkbox"/> YES <input type="checkbox"/> NO
E. Licensed to perform work within the scope of project:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

REVIEWED BY: 
Signature
Deshaun Mann
Printed Name
Project Manager

FINAL DISPOSITION
 QUALIFIED
 NOT QUALIFIED

Architecture
Roof Consulting
Construction Technology
AR 0007684



A/R/C
Associates
Incorporated
Established 1982

601 North Fern Creek Avenue
Suite 100
Orlando, Florida 32803
(407) 896-7875

November 9th, 2022

Desmond Maner
Facilities Construction Project Manager
Hernando County School Districts
8016 Mobley Road
Brooksville, Florida 34601

maner_d@hcsb.k12.fl.us

**Re: Bid Award Recommendation for the Roof Replacement and Designated Repairs at the Hernando County School District Main Office
A/R/C Project No. 21055.00**

Dear Desmond,

We received publicly opened bids from nine participating contractors for this roof replacement project on November 8th and were directed to review the low bids and review their bid packages. The low bid is non-conforming to the bid documents, but the second lowest bid is conforming and acceptable.

MaintenX submitted a lump sum bid of \$650,792.00 and was the lowest bid received. Unfortunately, they did not acknowledge Addendum No. 2 on the bid form, which makes their bid non-conforming. They also had a letter of exclusions attached to the bid package that listed items that are specified to be included in the bid package. They also list alternative forms of payment than specified, and feature an escalation clause for pricing that is prohibited by the school district's front end specifications. There were other conflicts in the attached information presented by the bidder as well. Although they are the apparent low bidder, we cannot recommend proceeding with them as they are non-conforming.

TeamCraft Roofing submitted a lump sum bid of \$781,700.00 and were the second lowest bid received. They acknowledged all Addenda, and appear to meet all bidding requirements. We have done past work with this roofing contractor, as has the school district with positive results. Given they are the next lowest bid, and it is found to be conforming, we recommend the bid be awarded to them.

Sincerely,

A/R/C Associates, Incorporated

A handwritten signature in black ink, appearing to read 'Tyler Hall'.

Tyler Hall, Project Manager

A handwritten signature in blue ink, appearing to read 'Joseph J. Williams'.

Joseph J. Williams, President
Architect, AIA, Roof Consultant, RRC

BID TABULATION SHEET



Opened By: Desmond Maner

Witnessed By: Richard Oakley

Roof Replacement and Designated Repairs
 HCSD Main Office
 Brooksville, FL

A/R/C No. 21055.00

CONTRACTORS	Atlas Apex	Southern Roofing	Springer Peterson	Advanced roofing	TeamCraft Roofing	R. F. Lusa	MaintenX
BASE BID	\$865,000.00	\$1,065,459.00	\$907,520.00	\$936,329.00	\$781,700.00	\$870,000.00	\$650,792.00
Unit Price A	\$2.50	\$6.75	\$5.50	\$3.50	\$6.80	\$6.00	\$16.00
Unit Price B	\$18.00	\$11.25	\$8.50	\$16.00	\$27.00	\$7.00	\$220.00
Unit Price C	\$7.00	\$35.00	\$15.00	\$14.00	\$16	\$4.00	\$177.00
Addenda	Yes	Yes	Yes	Yes	Yes	Yes	No
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes	Yes

The School District of Hernando County, Florida

Facilities & Construction Department

8016 Mobley Road Brooksville, FL 34601

Phone: (352) 797- 7050

Fax: (352) 797-7150



**HERNANDO
SCHOOL DISTRICT**

Superintendent: *John Stratton*

Board Chairperson: *Linda K. Prescott*

Vice Chairperson: *Gus Guadagnino*

Board Members:

Susan Duval

Kay Hatch

Jimmy Lodato

Learn it. Love it. Live it.

NOTICE OF INTENT TO AWARD

The Hernando County School Board, represented by the undersigned, has considered the Proposals submitted for the work described herein:

DATE OF NOTICE: November 9, 2022

PROJECT NAME: Roof Replacement and Design Repairs

SCHOOL / SITE: Hernando County District Main Office

PROJECT NO.: 21055-00

CONTRACTOR: TeamCraft Roofing, INC

ADDRESS: 13318 Jaqueline Rd.
Brooksville,FL 34613

PROPOSAL: \$ 781,700.00
(Dollar amount in numerals)
Seven Hundred Eighty-One Thousand and Seven Hundred Dollars
(Dollar amount in words)

TO THE CONTRACTOR NAMED HEREIN: Your Proposal, deemed to be in the best interest of the Hernando County School Board, is hereby accepted, pending final execution of the agreement.

You are required, as applicable, to execute the approved Agreement and to furnish the Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of this Notice.

Your failure to execute said Agreement or to furnish said Bonds and Insurance, within ten (10) days from the date of this Notice, shall entitle the Hernando County School Board to: 1) Retain as liquidated damages the entire amount of the Bid Security submitted with your Proposal, 2) Consider as relinquished your rights arising from our acceptance of your Proposal, and 3) Award the Work covered by your Proposal to another bidder, or to re-advertise the Project.

BY:

Desmon' Maner
Signature

Desmon' Maner
Printed Name

Construction Projects manager
Title

When completely executed, this form is to be sent to the Contractor by the Designated Representative via email or delivered by any other means to which the parties agree.

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.



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 Thirteenth day of December
in the year Two-thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
School District of Hernando County, Florida
8016 Mobley Rd.
Brooksville, FL 34601

and the 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 HCSD Main Office
919 N Broad St., Brooksville, FL 34601

The Architect:
(Name, legal status, address and other information)
A/R/C Associates, Inc.
601 N. Fern Creek Avenue, Suite 100
Orlando, FL 32803

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.

The Owner and Contractor agree as follows.

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.)

Not later than Sixty calendar days
the date of commencement of the Work.

(60) calendar days from

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

§ 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 eighty-one thousand seven-hundred dollars and no cents (\$781,700.00), 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

§ 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

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

Item	Price
Owner's Contingency	\$20,000.00

§ 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	LF	\$6.80
Unit Price B	SF	\$27.00
Unit Price C	CF	\$16.00

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

Zero Dollars (\$0.00)

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

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.)

Init.

§ 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%)

§ 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.)

Zero % (0.00%)

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)

James Lipsey

8016 Mobley Rd.

Brooksville, FL 34601

lipsey_j@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

§ 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 Sheet	4/01/2022
A01	Overall Site Plan	"
A02	Roof Plan	"
B01	Fastener Schedule	"
B02	Roofing Details	"
B03	Roofing Details	"

.6 Specifications

Section	Title	Date	Pages
As prepared by A/R/C Associates	Project Manual	4/01/2022	191

.7 Addenda, if any:

Number	Date	Pages
One	10/13/2022	9
Two	11/03/2022	4

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:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .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)

Jeff Farlow

CONTRACTOR (Signature)
 Jeff Farlow / Vice President

 (Printed name and title)



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 Thirteenth day of December in the year Two-thousand Twenty-two
(In words, indicate day, month and year.)

for the following **PROJECT:**
(Name and location or address)

Roof Replacement and Designated Repairs HCSD Main Office
919 N Broad St., Brooksville, FL 34601

THE OWNER:
(Name, legal status and address)

School District of Hernando County, Florida
8016 Mobley Rd.
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.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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.2.3 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.)

Cause 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
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§ 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.

(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 (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the 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 (\$) 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 (\$) each accident, (\$) each employee, and (\$) 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.)



§ 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.
- § 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.

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

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

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


provision shall survive any termination or expiration of the contract.

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

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

Signed and dated by authorized representatives as provided below:

Contractor:


Printed Name: Jeff Farlow
Title: Vice President
Date: 11/23/2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

CONFLICT OF INTEREST

Bidder must execute either Section I or Section II hereunder, relative to Florida State Statute 112. Failure to execute either section may result in rejection of your bid/proposal. All Proposers must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of the Hernando County School District. Further, all Proposers must disclose the name of any HCSB employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

SECTION I

I hereby certify that no official or employee of Hernando County School Board, requiring the goods or services described in these specifications, has a material financial interest in this company.

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)* N/A

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 Funds - District Office Roof Replacement										
Account Name										
Account Number	3983E	7400	6800	9016	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
\$ 781,700.00		\$ 0.00		\$ 0.00		\$ 781,700.00		\$ 781,700.00		\$ 0.00

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

Funding Source									
Account Name									
Account Number	Fund	Function	Object	Cost Center	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 # 19. 23-1092

12/13/2022

Title and Board Action Requested

Approve the amendment to the agreement with Walbridge Aldinger, LLC, for construction goods and services for the Winding Waters K-8 Kitchen & Dining Expansion Project for \$2,001,407.00.

Executive Summary

The Director of Facilities and Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the amendment to the agreement with Walbridge Aldinger, LLC, for construction goods and services for the Winding Waters K-8 Kitchen & Dining Expansion Project for guaranteed maximum price of \$2,001,407.00.

On 9/20/22, Agenda Item 23-0939, approved the Construction Manager Agreement with Walbridge Aldinger, LLC, and authorized the purchase of pre-construction services in the amount of \$15,000.00.

Article 5.1.1 of the approved contract, indicates compensation for pre-construction phase services shall not exceed \$15,000.00. This amendment, which includes an itemized statement of all construction costs, guarantees the contract sum for construction phase services shall not exceed \$2,001,407.00. Consequently, the total compensation to Walbridge Aldinger, LLC for construction management services shall not exceed \$2,016,407.00.

My Contact

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

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is \$2,001,407.00, see attached budget sheet. The cost for the previous fiscal year was \$0.00.

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



AIA[®] Document A133[™] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 13th day of December in the year 2022, is incorporated into the accompanying AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 20th day of September in the year 2022 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Winding Waters K8 Kitchen & Dining Expansion
12240 Vespa Way, Spring Hill, Florida

THE OWNER:

(Name, legal status, and address)

School District of Hernando County Florida
8016 Mobley Rd.
Brooksville, FL 34601

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Walbridge Aldinger LLC
100 Ashley Drive Suite 350
Tampa, FL 33602

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed two million one thousand four hundred and seven (\$ 2,001,407), subject to additions and deductions by Change Order as provided in the Contract Documents.

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.

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.

Init.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See GMP Proposal, dated November 21st, 2022

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate No. 1 Outdoor Seating	\$193,542
See Breakdown in Section 7 of the GMP Proposal-Project Alternates	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Upon issuance of a Notice to Proceed

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

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

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

By the following date: August 1st, 2023

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
GMP Proposal		Dated November 21 st , 2022	

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See reference in GMP Proposal dated November 21st, 2022-Section 6-Drawings and Specifications Log

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See reference in GMP Proposal dated November 21st, 2022-Section 6-Drawings and Specifications Log

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

The Guaranteed Maximum Price shall include the Construction Manager's Contingency, and Owner's Contingency, in the amounts and as defined in the Construction Manager's Assumptions and Clarifications, in the GMP Proposal dated November 21st, 2022.
Reference Section 4 Assumptions and Clarifications.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See reference in GMP Proposal dated November 21st, 2022-Section 6-Drawings and Specifications Log

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Frank Rygiel VP/General Manager
(Printed name and title)

A. Item Currently Budgeted -

Impact Fee Fund											
Account Name		3960E		7400		6800		0392		M2340	
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	
\$ 2,001,407.00		\$ 0.00		\$ 0.00		\$ 2,001,407.00		\$ 2,001,407.00		\$ 0.00	

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

B. Item Currently Not Budgeted -**

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

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

C. History

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

Prior Year Approved Budget: \$ 0.00
 Prior Year Actual Spent: \$ 0.00

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



Hernando School District

School Board Regular Meeting

Agenda Item # 20. 23-1094

12/13/2022

Title and Board Action Requested

Award Bid No. 23-615-15 RA, Miscellaneous Office & Instructional Supplies (Warehouse Delivery), to School Specialty, LLC, for the purchase of Office and instructional supplies for warehouse restock and authorize the purchase of goods for an estimated annual spend of \$106,031.55.

Executive Summary

The Manager of Warehouse, Property Control, Printing and Records, on behalf of the Superintendent of Schools, hereby requests the Board Award Bid No. 23-615-15 RA, Miscellaneous Office & Instructional Supplies (Warehouse Delivery), to School Specialty, LLC, for the purchase of Office and instructional supplies for warehouse restock and authorize the purchase of goods for an estimated annual spend of \$106,031.55.

My Contact

Genele Firlik
Manager of Warehouse, Property Control, Printing & Records
352-797-7061

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

The cost for this agenda item is \$ 106,031.55, see attached budget sheet. The cost for the previous fiscal year was \$ 200,204.80.

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:

December 13, 2022

Bid No. 23-615-15 RA

Bid Title: Miscellaneous Office & Instructional Supplies (Warehouse Delivery)

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

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

Bid Contract Period:

12/13/2022 through 12/12/2024

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:

Bidders Electronically Downloaded From Public Purchase Website: 65

Bids Received: - 1 -

No Bids: - 3 -

Late Bids: - 0 -

Rejected Bids: - 0 -

N/A – Bids Not Required:

Submitted By:

Neil 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: 2315

School Specialty, LLC

Item No.	Item Description	UOM	Percentage (%) Discount Off (-) Published Price list *
1	Vinyl Binders 3-Ring, Pockets on Both Inside Covers, 8.5" x 11" Acceptable Brands: Avery, Saunders, School Smart, Wilson Jones, or Equal. Sizes: 1/2" to 3" Assorted Colors & Clear	Each	33%
2	Bandage, Adhesive Self-Adhering, Plastic, Absorbent, Non-Stick, Waterproof, 3/4" Width Minimum. 60 Per Pack Minimum. Acceptable Brands: Johnson & Johnson or Equal.	Each	33%
3	Rubber bands #33 Medium 3 1/2" x 1/8", 1/4 lb. per container minimum. Acceptable Brands: Alliance or Equal.	Each	33%
4	Box, Records Storage Legal Sized. 10" x 15" x 24" D. Medium Duty. Button & Tie (String & Button Closure), White Box. Acceptable Brands: Fellowes FEL-00704 Bankers Box or Equal.	Each	33%
5	Box, Records Storage Letter Sized. 10" x 12" x 24" D. Medium Duty. Button & Tie (String & Button Closure), White Box. Acceptable Brands: Fellowes FEL-00704 Bankers Box or Equal.	Each	33%
6	Clay, Modeling Model Magic Modeling Compound, 2 lb. Assorted Colors Bucket, Four (4) - 8 oz. Packages: White, Red, Blue, Yellow. Acceptable Brand: Crayola Only 57-4415.	Each	33%
7	Cleaner, Dry Erase Board 8 oz. Spray Bottle. Acceptable Brand: Sanford #SAN-81803 or Equal.	Each	33%
8	Clip Board Legal Size (8.5" x 14") High Cap Clip, Hardboard. Acceptable Brands: Officemate Int'l Corp. (OIC), Leonard, School Smart or Equal.	Each	33%
9	Clip Board Letter Size (8.5" x 11") High Cap Clip, Hardboard. Acceptable Brands: Officemate Int'l Corp. (OIC), Leonard, School Smart or Equal.	Each	33%
10	Clips, Binder Acceptable Brands: Acco, Officemate, Office Depot, Universal or Equal Assorted sizes & colors	Box	33%
11.	Clips, Paper Silver, Smooth Finish, Wire Gauge, Economy Acceptable Brands: Acco, Office Depot, Universal or Equal Assorted Sizes	Box	33%
12	Composition Book Primary Ruled, 7.5" x 9.75", 100 Sheets Per Book, Sewn Binding. Acceptable Brands: Mead, Tops or Equal.	Each	33%
13.	Correction Tape Dispenser Style, Single Line, Acid-Free, Non-Refillable, 1/6" Width, 25' Minimum Per Roll. Ergonomic Design Preferred. Acceptable Brands: Bic, Papermate, Tombow or Equal.	Each	33%
14	Cover, Report 8.5" x 11" With Pockets, Three-Hole Punched with Paper Fasteners, Assorted Colors Box. Acceptable Brands: File EZ #80128, Oxford, Sparco or Equal.	Box	33%
15	Crayons Assorted Colors Acceptable Brands: Crayola ONLY Assorted Box Sizes/Quantity	Box	33%
16	Display Board Trifold, Corrugate, 36" x 48" White. Acceptable Brands: Elmer's, School Smart or Equal.	Each	33%

Item No.	Item Description	UOM	Percentage (%) Discount Off (-) Published Price list *
17	Dividers Page Dividers for Notebooks, three (3) Ring/Hole, five (5) Tabs, Multicolored Plastic Tabs to Allow for Inserts. Acceptable Brands: Avery, Universal or Equal.	Package	33%
18	Eraser, Whiteboard 2" x 5" Lightweight, Washable Soft Pile Material with Durable Grip. Acceptable Brands: Sanford Expo, Leonard or Equal.	Each	33%
19	File Fasteners 1/2" Roundhead, Brass/Brass-Plated. Acceptable Brands: ACCO, OIC, Leonard, School Smart or Equal.	Box	33%
20	File Folders Legal Size, Manila, 1/3 Cut Tabs. Acceptable Brands: Oxford/Esselte, Triangle, Smead, AFC or Equal.	Box	33%
21	File Folders Letter Size, Manila, 1/3 Cut Tabs. Acceptable Brands: Oxford/Esselte, Triangle, Smead, AFC or Equal.	Box	33%
22	Flag Florida State, Nylon, Outdoor Use FMAA Certified. MADE IN USA ONLY Assorted Sizes	Each	33%
23	Flag United States, Nylon, Outdoor Use FMAA Certified. MADE IN USA ONLY Assorted Sizes	Each	33%
24	Flag United States, Cotton, 2' x 3' with Wooden Pole Indoor Classroom Use FMAA Certified. MADE IN USA ONLY	Each	33%
25	Flag Bracket 4" Metal Bracket for Mounting Indoor Classroom Flags, Complete with Hardware. Acceptable Brands: Leonard or Equal.	Each	33%
26.	Glitter Clear Plastic Container must be 1lb size. Acceptable Brands: Glitterex, Leonard or Equal Assorted Colors	Each	33%
27	Glue White, 4 oz. Bottles, AP Certified, School Glue, Non-Toxic, Washable. Acceptable Brands: Borden, Elmer's, School Smart or Equal.	Box	33%
28	Glue White, one (1) Gallon Plastic Containers, AP Certified, School Glue, Non-Toxic, Washable. Acceptable Brands: Borden, Elmer's, School Smart or Equal.	Each	33%
29	Glue Sticks .74 oz. Clear, Non-Toxic, Acid Free, Washable, Odorless, Minimum Packaged to Prevent Drying Out. Acceptable Brands: Leonard, Ross, Saunders, OIC, Avery, Crayola, Color Splash or Equal.	Each	33%
30	Hanging File Folders Letter Size, Standard Green, 1/3 Cut Tabs. Acceptable Brands: Oxford/Esselte, Triangle, Smead, School Smart or Equal.	Box	33%
31	Hanging File Folders Legal Size, Standard Green, 1/3 Cut Tabs. Acceptable Brands: Oxford/Esselte, Triangle, Smead, School Smart or Equal.	Box	33%

Item No.	Item Description	UOM	Percentage (%) Discount Off (-) Published Price list *
32	Highlighters Barrel Style, Transparent Colors, Chisel Tip, Fade Resistant, Non-Toxic, Low Odor, Can Be Used for Narrow or Wide Work. Acceptable Brands: Avery, Bic, Office Depot, School Smart, Sharpie or Equal. Assorted Sizes and Colors	Package	33%
33	Interoffice Envelopes 10" x 13" 20% Recycled 28lb. - 32lb. Material, String & Button Closure, Kraft/Brown, Printed Front and Back. Packaged 100 Per Box. Acceptable Brands: Office Depot, Uline, Quality Park or Equal.	Box	33%
34	Markers, Dry Erase Whiteboard, Dry Erasable. Acceptable Brands: Sanford Expo, LiquiMark, Dixon or Equal. Assorted Sets and Colors (Black, Red, Blue, Green, Yellow, Purple, Brown, Orange),	Package	33%
35	Markers, Permanent Low Odor, 12 Per Package. Acceptable Brands: Avery, Bic, Office Depot, School Smart, Sharpie or Equal. Assorted Styles and Colors	Package	33%
36	Oil Pastels 24 Count Box, Water Soluble, Assorted Colors, Portfolio Series. Acceptable Brand: Crayola #58-8163 ONLY.	Box	33%
37	Pads Ruled Writing, Blue Pen Ruled, 5" x 8" Canary Colored. Perforated Style with Top Stub. 3/8" Wide Lined, 50 Sheets Per Pad. Acceptable Brands: Universal Brand, Tops, Ampad or Equal.	Package	33%
38	Pads Ruled Writing, Ruled, Legal Size, White, Red Margin Rule Tablet. Perforated Style with Top Stub and Clipboard Backs. Wide Lined, 50 Sheets Per Pad. Acceptable Brands: Tops, Ampad, School Smart or Equal.	Package	33%
39	Pads Ruled Writing, Ruled, Letter Size, White, Red Margin Rule Tablet. Perforated Style with Top Stub and Clipboard Backs. Wide Lined, 50 Sheets Per Pad. Acceptable Brands: Tops, Ampad, School Smart or Equal.	Package	33%
40	Paint Watercolor, eight (8) Color Set, Includes Oval Pans With Paint Brush, Washable. Acceptable Brand: Crayola #525 Only.	Each	33%
41	Paper 8" x 10.5" Newsprint, 30# Grade 1, 500 Sheets Per Ream, Red and Blue Ruled on Both Sides with Five (5) Writing Spaces Per Side. Acceptable Brands: APC or Equal.	Each	33%
42	Paper 8" x 10.5" Newsprint, Grade 2, 500 Sheets Per Ream, Ruled with Red Baseline 3/4" Rule, 3/8" Faint Blue Midline, 3/8" Descender Space (Skip Space). Acceptable Brands: APC or Equal.	Each	33%
43	Paper 8" x 10.5" Newsprint, Grade 3, 500 Sheets Per Ream, Ruled Long Way 1/2", Ruled Both Sides, 1/4" Midline, Red Baseline 1/4" Descender Line. Acceptable Brands: APC or Equal.	Each	33%
44	Paper 12" x 18" Newsprint, Storybook, 3/4" 3/8" x 3/8", 500 Sheets Per Ream. Acceptable Brands: APC or Equal.	Each	33%
45	Paper, Construction 12" x 18" Assorted, 80# Base Weight, 50 Sheets Per Pack, Bright Clear Colors. Acceptable Brand: Riverside Paper or Equal. Assorted Colors	Each	33%

Item No.	Item Description	UOM	Percentage (%) Discount Off (-) Published Price list *
46	Paper, Drawing 12" x 18" White, 50# Base Weight, 500 Sheets Per Ream, General Classroom Art Paper for Pencil, and Crayon Application. Acceptable Brands: APC or Equal.	Ream	33%
47	Paper, Drawing 12" x 18" Manila, 50# Base Weight, 500 Sheets Per Ream, General Classroom Use for Painting, Drawing or Coloring. Acceptable Brands: APC or Equal.	Ream	33%
48	Paper, Drawing 9" x 12" Manila, 50# Base Weight, 500 Sheets Per Ream, General Classroom Use for Painting, Drawing or Coloring. Acceptable Brands: APC or Equal.	Ream	33%
49	Paper, Roll Project, 36" x 1000' (12,000"), Acceptable Brands: Bemiss-Jason Rainbow, Craft, Riverside, Pacon or Equal. Assorted Colors	Roll	33%
50	Pearl Erasers Medium, Soft, Pliable, Rectangular Shape, Pink Preferred, Rubber Material, 24 Per Package, Non-Smudge, Tear Resistant, Self-Cleaning. Acceptable Brands: Papermate, Sanford or Equal.	Package	33%
51	Pens Ballpoint, Retractable, Soft Rubber Grip, Medium Point, Non-Refillable, Assorted Colors of Ink (Must Include Blue, Black and Red Minimum). Packaged Three (3) Per Pack. Acceptable Brands: Bic #VCGP41 or Equal.	Package	33%
52	Pens Rollerball, Gel, Retractable, 0.7mm Point, Assorted Colors of Ink (Must Include Blue, Black and Red Minimum). Packaged Four (4) Per Pack. Acceptable Brands: Avery #AVE 49949 or Equal.	Package	33%
53	Pens Rollerball, Gel, Retractable, 0.7mm Point, Blue Ink Only. Packaged Four (4) Per Pack. Acceptable Brands: Avery #AVE 49949, Pilot G2 or Equal.	Package	33%
54	Pens Rollerball, Gel, Retractable, 0.7mm Point, Red Ink Only. Packaged Four (4) Per Pack. Acceptable Brands: Avery #AVE 49949, Pilot G2 or Equal.	Package	33%
55	Pens Rollerball, Gel, Retractable, 0.7mm Point, Green Ink Only. Packaged Four (4) Per Pack. Acceptable Brands: Avery #AVE 49949, Pilot G2 or Equal.	Package	33%
56	Pencils #2 With Erasers, Packaged 12 Per Pack. Acceptable Brands: Dixon, Musgrave, School Smart or Equal.	Package	33%
57	Pencil Cap Erasers Arrowhead, Soft-Wedge Shape, Pink Preferred, Rubber Material, 144 Per Package, Non-Smudge, Tear Resistant, Medium Size. Acceptable Brands: Papermate, Sanford or Equal.	Package	33%
58	Pencils, Colored Eight (8) Assorted Colors Per Box. Acceptable Brands Crayola #68-4108 or Equal.	Box	33%
59	Pencils, Primary Primary With Erasers, "My First Pencil", Packaged 12 Per Pack. Acceptable Brands: Dixon Beginner, Musgrave or Equal.	Package	33%
60	Pencils, Testing Electronic Test Processing with Erasers, Packaged 12 Per Pack. Acceptable Brand: Musgrave #100 ONLY. NO SUBSTITUTIONS.	Package	33%
61	Pencils, Watercolor 12 Assorted Colors Per Box. Acceptable Brands: Crayola #68-4302 or Equal.	Box	33%
62	Posterboard Six (6) Ply, 22" x 28" Assorted Color Pack, Bright Clear Colors, 50 Sheets Per Package. Acceptable Brand: APC Only.	Package	33%

Item No.	Item Description	UOM	Percentage (%) Discount Off (-) Published Price list *
63	Posterboard Six (6) Ply, 22" x 28" White, 50 Sheets Per Package. Acceptable Brand: APC Only.	Package	33%
64	Push Pins Clear Color, 1/2" Pin Length, 100 Per Box. Acceptable Brands: Gem/OIC/Skilcraft, Office Depot, Sparco or Equal.	Each	33%
65	Scissors Dura Sharp Office 8", Blunt Ends, Left or Right Handles, Rust Resistant, Stainless Steel. Acceptable Brands: Fiskars, Status Plus or Equal.	Each	33%
66	Scissors Safety Ends for Little Hands 5" Blunt. For Both Right- and Left-Hand Users. Acceptable Brands: Crayola #3003, Fiskars, Status Plus or Equal.	Each	33%
67	Self-Stick Notes 3" x 3" Medium Size, Yellow Packs, 100 Sheets Per Pad, 12 Pads Per Package, SFI Certified Brands Preferred. Acceptable Brands: 3M, Office Depot or Equal.	Package	33%
68	Self-Stick Notes 3" x 3" Medium Size, Assorted Colored Packs, 100 Sheets Per Pad, 12 Pads Per Package, SFI Certified Brands Preferred. Acceptable Brands: 3M, Office Depot or Equal.	Package	33%
69	Self-Stick Notes, Pop-Up 3" x 3" Medium Size, Assorted Colored Packs, 100 Sheets Per Pad, 12 Pads Per Package, SFI Certified Brands Preferred. Acceptable Brands: 3M, Office Depot or Equal.	Package	33%
70	Sharpener Pencil, With Locking Guide for Eight (8) Pencil Sizes, Heavy Duty, Must Be Able to Withstand Heavy Use by Children. Acceptable Brand: Bostitch MPS1BLK Only.	Each	33%
71	Sheet Protectors Vinyl, Top Loading, Letter (8.5" x 11"), Non-Glare, Clear, Standard Weight, 2.4 mils. Minimum Thickness, three (3) Hole Punched, Ten (10) Sheet Capacity. 100 Per Package Minimum. Acceptable Brands: Avery, Wilson Jones, School Smart, Sparco or Equal.	Package	33%
72	Stapler Black, Desk Style, Weighted Base. Acceptable Brands: Swingline, Bostitch, School Smart or Equal.	Each	33%
73	Stapler, Electric Operated on AC Transformer (Included) or Batteries (Not Included), Staples Up to 20 Pages of 20# Paper. Acceptable Brands: Swingline, Avery, Bostitch, School Smart or Equal.	Each	33%
74	Staples Standard 1/4" Full Strip Staples, 5M/Box, Strip Count 210, Must Fit with Items #142 and 143 Above. Acceptable Brands: Swingline, Bostitch, School Smart or Equal.	Each	33%
75	Surge Protector Outlet Strip Six (6) Outlets, 15 AMP Reusable Overload, Guardian Standard, Four (4) Foot Cord. Acceptable Brands: ACCO, Kensington, Tripp Lite or Equal.	Each	33%
76	Tablet, Chart 1 1/4" White Bond Paper, 24" x 32", 25 Sheets Per Tablet, Spiral Bound to Stiff Covers, two (2) Hole Punched. Acceptable Brands: Bemiss/Jason #7471, School Smart or Equal.	Each	33%
77	Tablet, Chart 1" White Bond Paper, 24" x 32", 25 Sheets Per Tablet, Spiral Bound to Stiff Covers, two (2) Hole Punched. Acceptable Brands: Bemiss/Jason #7461, School Smart or Equal.	Each	33%
78	Tape, Book Mending Clear Plastic, 3" Width, 15 Yards Length, 3" Core. Acceptable Brands: 3M MMM-845-3 or Equal.	Each	33%
79	Tape, Carton Closure Clear Plastic, 2" x 60 Yards Length. Acceptable Brands: 3M, Scotch 3710-2-CL, School Smart 1354238 or Equal.	Each	33%
80	Tape Dispenser For Pressure Sensitive Tape, Desk Top Type Model, Dispensing 3/4" or 1/2" Wide, 1" Core Tape, Weighted Base, Black. Acceptable Brands: 3M, School Smart or Equal.	Each	33%

Item No.	Item Description	UOM	Percentage (%) Discount Off (-) Published Price list *
81	Tape, Invisible Transparent, 3/4" Width, 1" Core for Dispensers, 1296" Length. Must Fit with Item #37 Above. Acceptable Brands: 3M, School Smart 084855 or Equal.	Each	33%
82	Tape, Invisible - Glossy Invisible, Transparent, 3/4" Width x2592, 3" Core. Acceptable Brands: 3M 600 or Equal.	Each	33%
83	Tape, Masking 3/4" Width, 3" Core, 55 Yard Length. Acceptable Brands: Universal, Scotch, 3M, Shurtape CP106 or Equal.	Each	33%
84	Tissue Art Paper, 20" x 30", 100 Sheets Per Package, Assorted Colors. Acceptable Brands: Bemiss/Jason/Pacon #5851, Satus Plus 43-480 or Equal.	Package	33%
85	Receipt Book Hammond & Stephens, 2-Part Carbonless Record Receipt Book, 8.5" x 11", 240 Receipts, Pre-Numbered. Acceptable Brand: Hammond & Stephens only.	Each	33%

* Published price list provided with vendor's bid submittal and on file in the Purchasing Department.

Contact Information:

Erin Marchildon
School Specialty, LLC
(800) 554-7632
bidwestnotices@schoolspecialty.com

A. Item Currently Budgeted -										
General Fund/Basic Education/Op. of Plant/Supplies/ Various/Op. Budget/CW Custodial										
Account Name										
Account Number	1100	5100/7900	5100	Various	401/M2370					
	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ 150,000.00		\$ 0.00		\$ 43,968.45		\$ 106,031.55		\$ 106,031.55		\$ 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 checked="" type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ 200,204.80
Prior Year Actual Spent:	\$ 200,204.80

** 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 # 21. 23-1097

12/13/2022

Title and Board Action Requested

Approve the cancellation of Bid #22-405-02 RA: Petroleum Lubricants & Anti-Freeze.

Executive Summary

The Director of Transportation, on behalf of the Superintendent of Schools, hereby requests the Board approve the cancellation of Bid # 22-405-02-RA Petroleum Lubricants & Anti-Freeze.

After careful review by the Transportation Department, it has been determined that it is in the best interest of the district to cancel this contract and issue a new bid for additional vendors and competitive pricing.

My Contact

Ralph Leath
Director of Transportation
352-797-7003

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

The cost for this agenda item is \$ 0

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

PURCHASING AGENDA ITEM

APPROVED

Hernando County School District

School Board Approval Meeting:

July 20, 2021

Bid No. 22-405-02 RA

Bid Title: Petroleum Lubricants & Anti-Freeze

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

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

Bid Contract Period:

07/20/2021 through 07/19/2023

N/A – One Time Purchase

Contract Type:

Estimated
Dollar Amount

Firm, Fixed
Dollar Amount

Firm, Fixed
Unit Prices

Firm, Fixed Unit Prices,
Hourly Rates, Fees and/or
Percentages

Renewal Options:

No. of Terms
Remaining
3

Length of
Each Term (month)

Length of
Each Term (year)
1

None

Rationale/Reason:

Bidders Electronically
Downloaded From Public
Purchase Website: 40

Bids Received:
- 3 -

No Bids:
- 1 -

Late Bids:
- 0 -

Rejected Bids:
- 0 -

N/A – Bids Not
Required:

Submitted By:

Joyce McIntyre
Director of Finance & Purchasing

School(s): District Wide

Requested By:

Ralph Leath
Director of Transportation
Sean Arnold
Executive Director of Support Operations

Department: Transportation

Department: Support Operations

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

T/C CODE: 2202

This tabulation establishes a contract with the vendor to provide and deliver petroleum lubricants & anti-freeze to the Transportation, Maintenance and Facilities & Construction Departments, on an as-needed basis, at the below firm, unit pricing.

Palmdale Oil Company, Inc. (V-48473)

Item No.	Description	UOM	UOM Price
1	Oil, Motor, Full Synthetic CJ-4/SM	Gallon	\$13.12
2	Oil, Motor, Synthetic Blend, SAE 5W/20	55 Gallon Drum	\$467.26
3	Oil, Motor, Non-Synthetic, SAE 10W/30-SM	55 Gallon Drum	\$467.26
4	Oil, Motor, Non-Synthetic, SAE 40W-CF2/SL	55 Gallon Drum	\$517.05
5	Oil, Motor, Non-Synthetic, SAE 15W/40-CJ14	55 Gallon Drum	\$529.44
6	Oil, Motor, Full Synthetic, SAE 5W/30	55 Gallon Drum	\$556.34
7	Oil, Motor, Full Synthetic, SAE 5W/20	55 Gallon Drum	\$556.34
8	Grease, Non-Synthetic, Lithium	400 LB Drum	\$1,107.26
9	Grease, Non-Synthetic, Lithium	120 LB Drum	\$378.38
10	Automatic Transmission Fluid, Synthetic, Meets Allison-T.E.S. – 295 Fluid	55 Gallon Drum	\$895.00
11	Oil, Hydraulic, Anti-Wear	5 Gallon Pail	\$68.40
12	Anti-Freeze/Coolant 50/50 Peak Final Charge Global	55 Gallon Drum	\$345.57
13	Diesel Exhaust Fluid *	Bulk (gallon)	\$1.25
14	Gear Oil	5 Gallon Pail	\$92.22

* Vendor shall supply 330 or 850 gallon tote, for the DEF, with pump at no charge to the School District.

Contact Information:

Palmdale Oil Company, Inc.
 911 N. 2nd Street
 Ft. Pierce, FL 34950

Aria Alonso
 (954) 978-3835
aalonso@palmdaleoil.com

Aaron Evenson
 (813) 918-9300
aevenson@palmdaleoil.com

Lach Cheatham
 (561) 722-0402
lach@palmdaleoil.com

Purchase Orders:

customerservice@palmdaleoil.com

The School District of Hernando County, Florida

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



**HERNANDO
SCHOOL DISTRICT**

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

Learn it. Love it. Live it.

October 24, 2022

Mr. Aaron Evenson
Palmdale Oil Company
911 N. 2nd Street
Ft. Pierce, FL 34950

RE: Bid Contract #22-405-02 RA: Petroleum Lubricants & Anti-Freeze

Dear Mr. Evenson,

After careful review and consideration, it has been determined that it is in the best interest of the Hernando County School District to cancel the above-mentioned contract at this time.

Per paragraph 59, page 12 of our General Terms & Conditions, this letter will serve as your official notice of contract termination, effective thirty (30) days from the date of receipt.

Thank you for your cooperation in this matter.

Sincerely,

Neil McDonald
Director of Purchasing & Warehousing
Hernando County School District

cc: Ralph Leath, Director of Transportation

A. Item Currently Budgeted -													
Account Name		No Financial Impact											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

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

B. Item Currently Not Budgeted -**													
Funding Source													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

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

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

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



Hernando School District

School Board Regular Meeting

Agenda Item # 22. 23-1110

12/13/2022

Title and Board Action Requested

Award RFP No. 23-961-21, Real Estate Attorney Services, to C.J. Wilson Law, P.A., Gray Robinson, P.A., and McAteer Law, PLLC, for legal services related to real estate transactions and other land use matters, and approve the contract and the purchase for an estimated annual amount of \$55,000.00.

Executive Summary

The Director of Facilities and Construction, on behalf of the Superintendent of Schools, hereby requests the Board Award RFP No. 23-961-21, Real Estate Attorney Services, to C.J. Wilson Law, P.A., Gray Robinson, P.A., and McAteer Law, PLLC, for legal services related to real estate transactions and other land use matters, and approve the contract and the purchase for an estimated annual amount of \$55,000.00.

Florida Statute 287.057(3)(e)(4) specifically exempts legal services from competitive solicitation processes otherwise required for the procurement of contractual services. However, in order to solicit consistent, uniform responses from prospective attorneys, RFP No. 23-961-21 was issued simultaneously to three firms. All firms submitted a proposal by the deadline requested, citing their qualifications and related experience. The proposals indicate all firms are capable of providing the required legal services. However, the submittals also indicate each firm possesses unique, individual strengths that would benefit the district in different ways. Consequently, it is in the district's best interest to execute contracts with all three firms.

There is an additional advantage in hiring all three firms. Should the resources of one or two firms be fully committed when needed by the district, or if they're already engaged with a client with whom there would be a conflict of interest, such as a developer who is active in Hernando County, another firm can be contacted without delay.

My Contact

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

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

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is estimated to be \$55,000.00, see attached budget sheet. The cost for the previous fiscal year was \$0.

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

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

December 13, 2022

RFP No. 23-961-21

RFP Title: Real Estate Attorney Services

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

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

Contract Period: 12/13/2022 through 12/12/2024

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: Per Florida Statute 287.017(e)4, legal services are exempt from competitive solicitation. In the best interest of the District, an RFP was issued for the purpose of reviewing qualifications prior to making a selection.

Solicited:
3

Bids Received:
3

No Bids:
0

Late Bids:
0

Rejected Bids:
0

N/A – Bids Not
Required:

Submitted By: Neil McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Brian Ragan
Director of Facilities

Department(s): Facilities & Construction

James Lipsey
Manager of Planning, Design and Construction

Recommended award: (See attached)

T/C CODE: 2321

Real Estate Attorney Services

C.J. Wilson Law, P.A.

Christopher Wilson
1636 Hillcrest Street
Orlando, FL 32803
(407) 232-2003
chris@cjwilsonlaw.net

GrayRobinson, P.A.

Julia Mandell
401 East Jackson Street, Suite 2700
Tampa, FL 33602
(813) 273-5000
julia.mandell@gray-robinson.com

McAteer Law PLLC

Derrill McAteer
1550 W. Cleveland Street, Suite 25
Tampa, FL 33606
(813) 753-8917
derrill@mcateerlawfl.com



**HERNANDO
SCHOOL DISTRICT**

Learn it. Love it. Live it.

RFP NO. 23-961-21

REAL ESTATE ATTORNEY SERVICES

GrayRobinson PA

CONTRACT

Hernando County School District
919 North Broad Street, Brooksville, FL 34601
(352) 797-7000



Real Estate Attorney Services Contract
Between GrayRobinson PA and Hernando County School Board

THIS AGREEMENT is made and entered into by and between the Hernando County School Board, 919 North Broad Street, Brooksville, Florida, (hereinafter referred to as the “BOARD”), and GrayRobinson PA, 401 East Jackson Street, Tampa, Florida (hereinafter referred to as the “LEGAL COUNSEL”).

WHEREAS, the BOARD has determined that it has a need for legal assistance of LEGAL COUNSEL; and

WHEREAS, LEGAL COUNSEL has agreed to provide such legal services; and

WHEREAS, LEGAL COUNSEL, represents that it is capable to providing in an able and competent manner those services described herein addressed; and

WHEREAS, the BOARD desires to engage LEGAL COUNSEL for these legal services on the terms and conditions addressed in RFP #23-961-21 (“RFP”) and as may be modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and addressed in RFP, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Scope of Services:

LEGAL COUNSEL, hereby agrees to represent the BOARD by providing the following services:

- i. Represent and counsel the BOARD regarding commercial and industrial real estate transactions and land use matters,
- ii. Research and drafting of real estate documents including, but not limited to, industrial ground leases, commercial office leases, easements, and other transaction documents,
- iii. Represent the BOARD before administrative tribunal, federal and state courts, appellate courts, arbitration panels, and mediation forums,
- iv. Defend the BOARD for real estate and/or land use claims made against the BOARD, including the development and recommendation if litigation plans and budgets including risk analysis and recommendations,
- v. Retain and consult with appropriate experts and consultants to assist the BOARD,
- vi. Assist in the research of legal issues and the drafting of documents as may be required,
- vii. Provide legal services on other matters as requested by the BOARD.

II. Term:

The Contract Period shall commence upon contract award, and end two (2) years from date of award. However, this Agreement shall be subject to a review at the end of each twelve (12) month period from the date of award and subject to cancellation. This Agreement will be extended ninety (90) days beyond the contract expiration date, if needed, to allow for the Board approval of any/all renewals. The LEGAL COUNSEL agree to this condition by signing this Agreement. LEGAL COUNSEL will be notified by the Purchasing Department when this recommendation has been acted upon. By mutual consent of the BOARD and LEGAL COUNSEL, this Agreement may be renewed for three (3) additional one (1) one-year periods.

III. Authority to Practice/Conflict of Interest/Professional Responsibility:

LEGAL COUNSEL, by executing this Agreement, hereby represents and warrants that LEGAL COUNSEL is fully qualified to perform the services herein addressed and within the RFP documents; and that the LEGAL COUNSEL is and will continue to be a member in good standing with The Florida Bar, and has and will maintain all licenses required to perform the services herein addressed within this



Real Estate Attorney Services Contract
Between GrayRobinson PA and Hernando County School Board

Agreement. LEGAL COUNSEL shall not be prohibited from handling other retained cases in his or her private practice so long as it does not otherwise interfere with the LEGAL COUNSEL'S obligations under this Agreement. LEGAL COUNSEL shall promptly notify the BOARD of any ethical conflicts that may arise or if for some reason LEGAL COUNSEL believes it would be inappropriate of LEGAL COUNSEL to represent the BOARD in a particular matter. LEGAL COUNSEL agrees and covenants that LEGAL COUNSEL shall perform the services herein addressed while at all times complying with the requirements of the Code of Professional Responsibility and the Disciplinary Rules of The Florida Bar. Any actions by the LEGAL COUNSEL that do not comport with the Code of Professional Responsibility and the Disciplinary Rules of The Florida Bar shall be the sole responsibility and liability of the LEGAL COUNSEL.

IV. Amendment, Assignment, and Commencement:

- a. This Agreement may be amended only by mutual agreement of both parties, in writing.
- b. This Agreement may not be assigned by any party, and the work herein addressed may not be assigned to another attorney within the LEGAL COUNSEL'S Firm, without prior written approval from the BOARD. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- c. LEGAL COUNSEL Services may commence on the date of execution of this Agreement.

V. Compensation:

- a. As compensation for LEGAL COUNSEL providing services to the BOARD as herein addressed, the BOARD shall pay the LEGAL COUNSEL as follows:

Description:	Category 1 Hourly Rate:	Category 2 Hourly Rate:	Category 3 Hourly Rate:
Senior Shareholder/Senior Partner	\$275.00	\$275.00	\$300.00
Partner/Attorney	\$275.00	\$275.00	\$300.00
Attorney/Associate	\$275.00	\$275.00	\$300.00
Paralegals; FRP or Certified	\$125.00	\$125.00	\$125.00
Law Clerks	\$75.00	\$75.00	\$75.00

- i. Per hour for billed time, per table above, billed in quarter of an hour increments (.25), that is accepted and approved for payment by the BOARD's representative. This Agreement does not guarantee the LEGAL COUNSEL will receive a minimum payment each month; the BOARD reserves the right to schedule meetings as necessary during the term of the Agreement.
- b. Invoicing:
 - i. LEGAL COUNSEL shall submit invoices to the BOARD monthly and said invoice shall be itemized as to date, hourly rate and amounts. All sums paid to LEGAL COUNSEL shall be subject to a detailed statement of service performed by the LEGAL COUNSEL, including sufficient documentation to enable the BOARD to properly perform its audit responsibilities.

VI. Independent Contractor:

LEGAL COUNSEL is, and shall be, in the performance of the services herein addressed, an independent contractor, and not an employee or agent of the BOARD. LEGAL COUNSEL assumes responsibility for payment of federal, state and local taxes imposed or required of the LEGAL COUNSEL under unemployment



Real Estate Attorney Services Contract
Between GrayRobinson PA and Hernando County School Board

insurance, Social Security and income tax laws. LEGAL COUNSEL shall be solely responsible for any worker's compensation insurance required by law. The parties agree that the BOARD shall not: (A) pay dues, licenses or membership fees for the LEGAL COUNSEL; or (B) control the method, manner or means of performing the service under this Agreement.

VII. Indemnification:

LEGAL COUNSEL shall be solely and entirely responsible of the LEGAL COUNSEL'S tortious acts and for the tortious acts of his/her agents and employees during the performance of this Agreement. LEGAL COUNSEL shall indemnify and save harmless the BOARD, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of the LEGAL COUNSEL during performance under this Agreement. If permitted by law, LEGAL COUNSEL shall be allowed to partake of the benefits of sovereign immunity and Section 768.28, Florida Statutes, as it may be amended from time to time. LEGAL COUNSEL shall maintain appropriate professional liability or malpractice coverage.

VIII. Notice:

All notices, demands, and other writings, whether required and/or permitted under this Agreement, shall be deemed to have been fully given, made, or sent when it is either (a) prepared in writing and deposited in the US Mail, certified return receipt requested, postage pre-paid, and properly addressed to the Party to be notified at its address of record; or (b) actually delivered by a nationally recognized courier service with receipt thereof by the addressee being acknowledged by an authorized signature.

IX. General:

This Agreement supersedes any prior understandings or agreement between the parties, there are no other agreements between the parties concerning this subject matter except as set forth herein; and there are no representations, warranties, or oral agreement other than those expressly set forth herein. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives. Time shall be of the essence of this Agreement. All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary to appropriate to give full force and effect to the basic terms and intent of the Agreement, and which are not inconsistent with its terms.



Real Estate Attorney Services Contract
Between GrayRobinson PA and Hernando County School Board

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last signed.

ATTEST:

HERNANDO COUNTY SCHOOL BOARD

By: _____

By: _____, Chairperson

Date: _____ Approved as to Form

Nancy McClain Alfonso

ATTEST:

LEGAL COUNSEL, GrayRobinson PA General Counsel, HCSB

By: Jane S. LaRose

By: Julia C. Mandell - shareholder
Julia C. Mandell

Date: 11-14-2022



**HERNANDO
SCHOOL DISTRICT**

Learn it. Love it. Live it.

RFP NO. 23-961-21

REAL ESTATE ATTORNEY SERVICES

C.J. Wilson Law, P.A.

CONTRACT

Hernando County School District
919 North Broad Street, Brooksville, FL 34601
(352) 797-7000

Real Estate Attorney Services Contract
Between C.J. Wilson Law, P.A. and Hernando County School Board

THIS AGREEMENT is made and entered into by and between the Hernando County School Board, 919 North Broad Street, Brooksville, Florida, (hereinafter referred to as the “BOARD”), and C.J. Wilson Law, P.A., 1636 Hillcrest Street, Orlando, Florida (hereinafter referred to as the “LEGAL COUNSEL”).

WHEREAS, the BOARD has determined that it has a need for legal assistance of LEGAL COUNSEL; and

WHEREAS, LEGAL COUNSEL has agreed to provide such legal services; and

WHEREAS, LEGAL COUNSEL, represents that it is capable to providing in an able and competent manner those services described herein addressed; and

WHEREAS, the BOARD desires to engage LEGAL COUNSEL for these legal services on the terms and conditions addressed in RFP #23-961-21 (“RFP”) and as may be modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and addressed in RFP, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Scope of Services:

LEGAL COUNSEL, hereby agrees to represent the BOARD by providing the following services:

- i. Represent and counsel the BOARD regarding commercial and industrial real estate transactions and land use matters,
- ii. Research and drafting of real estate documents including, but not limited to, industrial ground leases, commercial office leases, easements, and other transaction documents,
- iii. Represent the BOARD before administrative tribunal, federal and state courts, appellate courts, arbitration panels, and mediation forums,
- iv. Defend the BOARD for real estate and/or land use claims made against the BOARD, including the development and recommendation if litigation plans and budgets including risk analysis and recommendations,
- v. Retain and consult with appropriate experts and consultants to assist the BOARD,
- vi. Assist in the research of legal issues and the drafting of documents as may be required,
- vii. Provide legal services on other matters as requested by the BOARD.

II. Term:

The Contract Period shall commence upon contract award, and end two (2) years from date of award. However, this Agreement shall be subject to a review at the end of each twelve (12) month period from the date of award and subject to cancellation. This Agreement will be extended ninety (90) days beyond the contract expiration date, if needed, to allow for the Board approval of any/all renewals. The LEGAL COUNSEL agree to this condition by signing this Agreement. LEGAL COUNSEL will be notified by the Purchasing Department when this recommendation has been acted upon. By mutual consent of the BOARD and LEGAL COUNSEL, this Agreement may be renewed for three (3) additional one (1) one-year periods.

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**Real Estate Attorney Services Contract
Between C.J. Wilson Law, P.A. and Hernando County School Board**

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Paralegals; FRP or Certified	\$125.00	\$125.00	\$125.00
Law Clerks	\$100.00	\$100.00	\$100.00

- i. Per hour for billed time, per table above, billed in quarter of an hour increments (.25), that is accepted and approved for payment by the BOARD's representative. This Agreement does not guarantee the LEGAL COUNSEL will receive a minimum payment each month; the BOARD reserves the right to schedule meetings as necessary during the term of the Agreement.
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Real Estate Attorney Services Contract
Between C.J. Wilson Law, P.A. and Hernando County School Board

insurance, Social Security and income tax laws. LEGAL COUNSEL shall be solely responsible for any worker's compensation insurance required by law. The parties agree that the BOARD shall not: (A) pay dues, licenses or membership fees for the LEGAL COUNSEL; or (B) control the method, manner or means of performing the service under this Agreement.

VII. Indemnification:

LEGAL COUNSEL shall be solely and entirely responsible of the LEGAL COUNSEL'S tortious acts and for the tortious acts of his/her agents and employees during the performance of this Agreement. LEGAL COUNSEL shall indemnify and save harmless the BOARD, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of the LEGAL COUNSEL during performance under this Agreement. If permitted by law, LEGAL COUNSEL shall be allowed to partake of the benefits of sovereign immunity and Section 768.28, Florida Statutes, as it may be amended from time to time. LEGAL COUNSEL shall maintain appropriate professional liability or malpractice coverage.

VIII. Notice:

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Real Estate Attorney Services Contract
Between C.J. Wilson Law, P.A. and Hernando County School Board

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last signed.

ATTEST:

By: _____

HERNANDO COUNTY SCHOOL BOARD

By: _____, Chairperson

Date: _____

Approved as to Form

Nancy McClain Alfonso

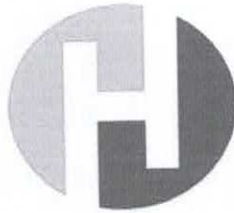
ATTEST:

By: _____

LEGAL COUNSEL, C.J Wilson Law, P.A. General Counsel, HCSB

By: *Christopher Wilson*

Date: *11/11/22*



**HERNANDO
SCHOOL DISTRICT**

Learn it. Love it. Live it.

RFP NO. 23-961-21

REAL ESTATE ATTORNEY SERVICES

McAtteer DM
McAtteer Law, PLLC

CONTRACT

Hernando County School District
919 North Broad Street, Brooksville, FL 34601
(352) 797-7000

Real Estate Attorney Services Contract
Between McAteer Law, PLLC and Hernando County School Board

THIS AGREEMENT is made and entered into by and between the Hernando County School Board, 919 North Broad Street, Brooksville, Florida, (hereinafter referred to as the “BOARD”), and McAteer Law PLLC, 1550 W. Cleveland Street, Tampa, Florida (hereinafter referred to as the “LEGAL COUNSEL”).

WHEREAS, the BOARD has determined that it has a need for legal assistance of LEGAL COUNSEL; and

WHEREAS, LEGAL COUNSEL has agreed to provide such legal services; and

WHEREAS, LEGAL COUNSEL, represents that it is capable to providing in an able and competent manner those services described herein addressed; and

WHEREAS, the BOARD desires to engage LEGAL COUNSEL for these legal services on the terms and conditions addressed in RFP #23-961-21 (“RFP”) and as may be modified herein.

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- vi. Assist in the research of legal issues and the drafting of documents as may be required,
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 - i. \$ 325.00 per hour for billed time, billed in quarter of an hour increments (.25), that is accepted and approved for payment by the BOARD's representative. This Agreement does not guarantee the LEGAL COUNSEL will receive a minimum payment each month; the BOARD reserves the right to schedule meetings as necessary during the term of the Agreement.
- b. Invoicing:
 - i. LEGAL COUNSEL shall submit invoices to the BOARD monthly and said invoice shall be itemized as to date, hourly rate and amounts. All sums paid to LEGAL COUNSEL shall be subject to a detailed statement of service performed by the LEGAL COUNSEL, including sufficient documentation to enable the BOARD to properly perform its audit responsibilities.

VI. Independent Contractor:

LEGAL COUNSEL is, and shall be, in the performance of the services herein addressed, an independent contractor, and not an employee or agent of the BOARD. LEGAL COUNSEL assumes responsibility for payment of federal, state and local taxes imposed or required of the LEGAL COUNSEL under unemployment insurance, Social Security and income tax laws. LEGAL COUNSEL shall be solely responsible for any worker's compensation insurance required by law. The parties agree that the BOARD shall not: (A) pay dues, licenses or membership fees for the LEGAL COUNSEL; or (B) control the method, manner or means of performing the service under this Agreement.

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LEGAL COUNSEL shall be solely and entirely responsible of the LEGAL COUNSEL'S tortious acts and for the tortious acts of his/her agents and employees during the performance of this Agreement. LEGAL COUNSEL shall indemnify and save harmless the BOARD, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any

injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of the LEGAL COUNSEL during performance under this Agreement. If permitted by law, LEGAL COUNSEL shall be allowed to partake of the benefits of sovereign immunity and Section 768.28, Florida Statutes, as it may be amended from time to time. LEGAL COUNSEL shall maintain appropriate professional liability or malpractice coverage.

VIII. Notice:

All notices, demands, and other writings, whether required and/or permitted under this Agreement, shall be deemed to have been fully given, made, or sent when it is either (a) prepared in writing and deposited in the US Mail, certified return receipt requested, postage pre-paid, and properly addressed to the Party to be notified at its address of record; or (b) actually delivered by a nationally recognized courier service with receipt thereof by the addressee being acknowledged by an authorized signature.

IX. General:

This Agreement supersedes any prior understandings or agreement between the parties, there are no other agreements between the parties concerning this subject matter except as set forth herein; and there are no representations, warranties, or oral agreement other than those expressly set forth herein. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives. Time shall be of the essence of this Agreement. All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary to appropriate to give full force and effect to the basic terms and intent of the Agreement, and which are not inconsistent with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last signed.

ATTEST:

HERNANDO COUNTY SCHOOL BOARD

By: _____

By: _____, Chairperson

Date: _____

Approved as to Form

Nancy McClain Alfonso

ATTEST:

LEGAL COUNSEL, McAteer Law, PLLC

By: 



General Counsel, HCSB

By: Rebecca McAteer, Manager

Date: November 10, 2022

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 _____

Account Name _____

Account Number _____

		Fund		Function		Object		Cost Center		Project		Sub Project
--	--	------	--	----------	--	--------	--	-------------	--	---------	--	-------------

Amount \$ _____

Funding Source _____

Account Name _____

Account Number _____

		Fund		Function		Object		Cost Center		Project		Sub Project
--	--	------	--	----------	--	--------	--	-------------	--	---------	--	-------------

Amount \$ _____

C. History

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

Prior Year Approved Budget: \$ _____

Prior Year Actual Spent: \$ _____

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



Hernando School District

School Board Regular Meeting

Agenda Item # 23. 23-1091

12/13/2022

Title and Board Action Requested

Designate School Board Members to serve on various committees. Follow up from the November 22, 2022 meeting.

Executive Summary

The Board decided at the November 22, 2022 meeting to act on this item at the next available board meeting after the list has been updated.

My Contact

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

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

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

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

Hernando County School District Committee List for Board Members

as of 12-06-22

Committee	Facilitator	Board Member to Serve	Alternate to Serve
FSBA Advocacy Committee	<i>Board Committee</i>	M. Johnson	S. Rodriguez
Small School District Council Consortium Liaison	<i>Board Committee</i>	M. Johnson	S. Rodriguez
Value Adjustment Board (VAB)	<i>Board Committee</i>	M. Johnson	G. Guadagnino
Value Adjustment Board (VAB) – Citizen Appointed by School Board	<i>Board Committee</i>		Mr. Johnson will reach out to Mr. Mulvaney
Achievement Gap Committee	Gina Michalicka	L. Prescott	S. Duval/M. Johnson
Anti-Bullying Committee	Jill Kolasa	G. Guadagnino	
Calendar Committee	Karen Jordan	S. Duval	
Capital Funds Committee	Sean Arnold	S. Duval	S. Rodriguez
COE Review Team	Sophia Watson	L. Prescott	
CTE Advisory Committee	Beth Lastra	G. Guadagnino	S. Duval
District Safety Team Committee	Jill Renihan	S. Duval	S. Rodriguez
ESE Advisory Committee	Anna Jensen	L. Prescott	G. Guadagnino
Family And Community Engagement (FACE) Advisory Committee	Angela Kennedy	S. Duval	G. Guadagnino
Half Cent Sales Tax Committee	Brian Ragan	M. Johnson	
Hernando Community Coalition	Tresa Watson	L. Prescott	
Hernando County Education Foundation	Tammy Brinker	G. Guadagnino/S. Rodriguez	L. Prescott
Inclusion Committee	Anna Jensen	L. Prescott	
Insurance Committee	Awilda Fonte	S. Duval	
Planning and Growth Committee (District)	Jim Lipsey	S. Duval	M. Johnson
STC Advisory Committee	Sophia Watson	G. Guadagnino	L. Prescott
Truancy Committee	Jill Kolasa	L. Prescott	
Liaison to the BOCC/Interlocal		S. Duval	S. Rodriguez
Liaison to the Sheriff		G. Guadagnino	M. Johnson/S. Rodriguez
Liaison to the Legislators		G. Guadagnino	S. Rodriguez
Pillar #1 Student Achievement	Gina Michalicka	L. Prescott	
Pillar #2 People	Matt Goldrick	G. Guadagnino	
Pillar #3 Facility Operations (Jill's Safety Committee)	Jill Renihan	S. Rodriguez	S. Duval
Pillar #4 Communication & Community Engagement	Karen Jordan	S. Duval	S. Rodriguez
Pillar #5 Fiscal Responsibility & Organizational Effectiveness	Kendra Sittig	S. Duval	S. Rodriguez

Note: If a board member cannot attend a scheduled committee meeting, he/she must notify the alternate

A. Item Currently Budgeted -													
Account Name		No Financial Impact											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

B. Item Currently Not Budgeted -**													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

B. Item Currently Not Budgeted -**													
Funding Source													
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 type="radio"/>
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 # 24. 23-1108

12/13/2022

Title and Board Action Requested

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

Executive Summary

Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to other Hernando County School issues on which the School Board customarily takes actions.

My Contact

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

2018-23 Strategic Focus Area

Pillar 4: Communication & Community Engagement

Financial Impact

There is no financial impact.

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: _____