

### Hernando School District School Board Workshop Agenda - Final

Tuesday, April 23, 2024	2:00 PM	District Office-Board Room
		919 N. Broad Street
		Brooksville, FL

### CALL TO ORDER

### **INFORMAL BOARD DISCUSSION**

### PRESENTATIONS

1. <u>24-2154</u> Presentation and Information on the Purchase of Instructional Materials for High School Intensive Reading Grades 9-10 from Lexia Learning Systems

Attachments: Hernando Board Presentation PowerUp 4 23 24 Lexia Quote Q6195761 Standard Addendum to Agreements Lexia Budget Sheet Lexia

2. <u>24-2199</u> Board Discussion on Next Steps - Superintendent Search

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

3. <u>24-2214</u> Board Discussion on the Proposed 2024-25 Bell Time Schedule

 Attachments:
 Bell Schedule Presentation 3.12.24

 2024-25 Proposed Bell Times

 Budget Sheet Sept 2021 Revised NO Financial Impact ACC

4. <u>24-2191</u> Review and Tentative Approval of the Neola - Standards of Ethical Conduct Policies Originally Presented at the Board Workshop on April 9, 2024.

<u>Attachments</u>: <u>Standards of Ethical Conduct Policies</u> Budget Sheet Sept 2021 Revised NO Financial Impact ACC

5. <u>24-2153</u> Presentation of Lake Lindsey Access Request and Encroachments Review by Brian Ragan, Director of Facilities & Construction and Julia Mandell, Gray-Robinson - HCSD Land Use Attorney

Attachments: Lake Lindsay Presentation.pdf Budget Sheet Lake Lindsey Access Workshop Agenda.pdf

**GENERAL COUNSEL** 

### ADDENDUM ITEMS

### GOOD OF THE ORDER/BOARD DISCUSSION

### **School Board Comments**

### ADJOURNMENT

The next School Board Meetings are scheduled for:

May 7, 2024: 8:30 AM - Special School Board Meeting

May 14 2:00 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.



School Board Workshop

### Agenda Item # 1. 24-2154

4/23/2024

### **Title and Board Action Requested**

Presentation and Information on the Purchase of Instructional Materials for High School Intensive Reading Grades 9-10 from Lexia Learning Systems

### **Executive Summary**

The Director of Elementary Programs, on behalf of the Superintendent of Schools, hereby requests the Board to review the presentation and information on the purchase of instructional materials for High School Intensive Reading grades 9-10 from Lexia Learning Systems. The Hernando County School District will receive access to data and reporting for progress monitoring in order for teachers to differentiate their instruction based on student need. Request is pursuant to F.S. 1008.22 requiring successful performance on statewide assessment, as well as HB 7039 which states that materials must be grounded in the Science of Reading. Desired outcome will be to increase student literacy proficiency ultimately increasing Hernando County graduation rates. Lexia Learning Systems is the supplier and publisher of this proprietary and copyrights material.

### My Contact

Tiffany Howard Director of Elementary Programs 352-797-7000 ext. 433 howard t@hcsb.k12.fl.us

### 2023-28 Strategic Focus Area

Priority 1: Student Success

### **Financial Impact**

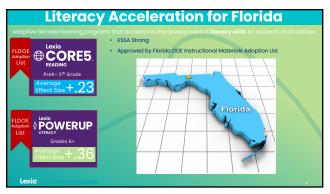
See attached budget sheet.

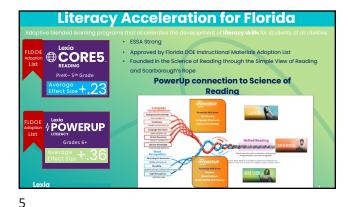
If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability,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

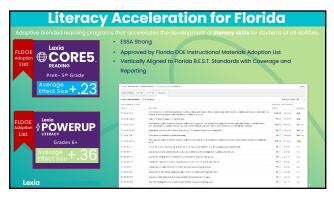




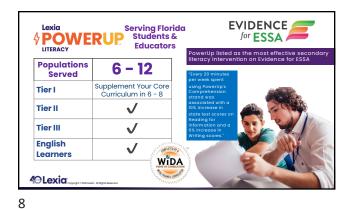




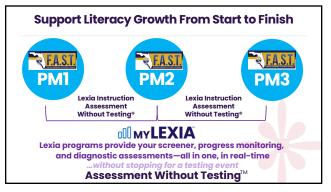




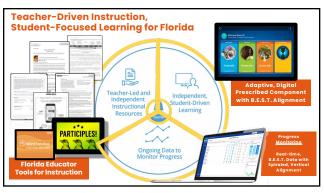


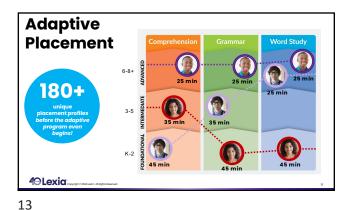




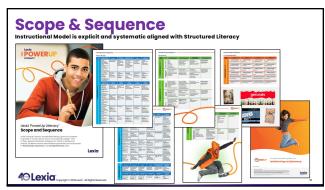


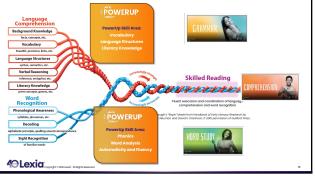


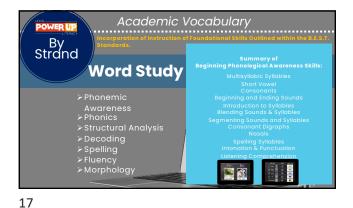


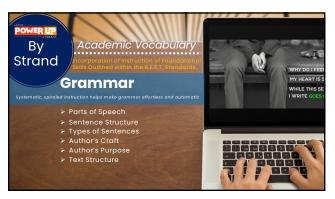


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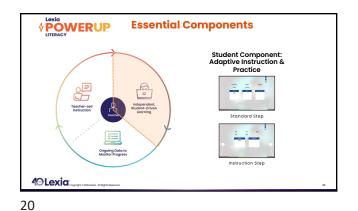












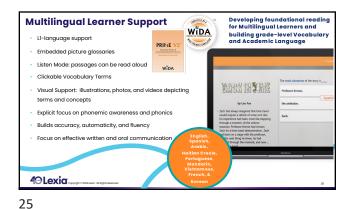


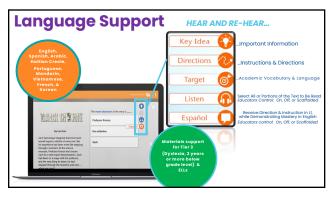




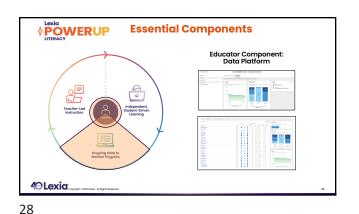


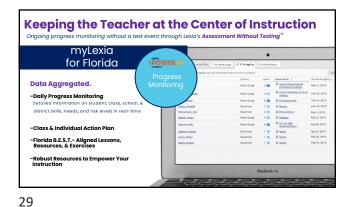


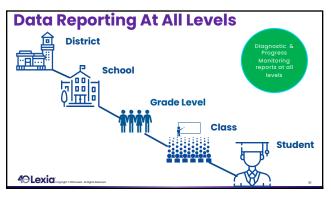


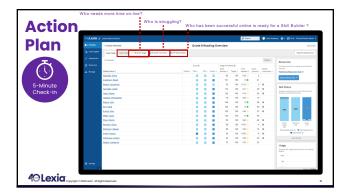


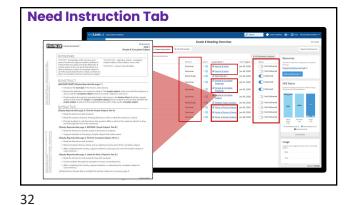


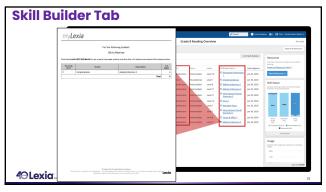


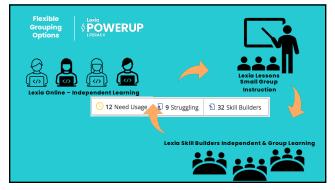


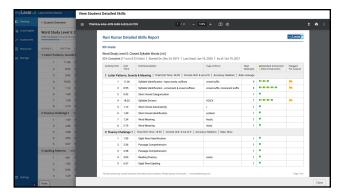


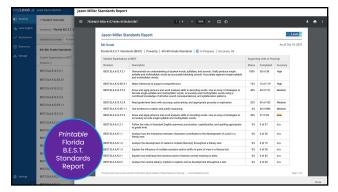


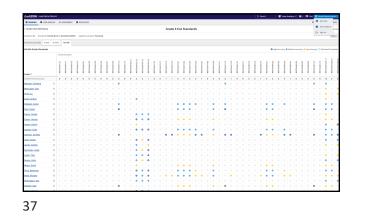


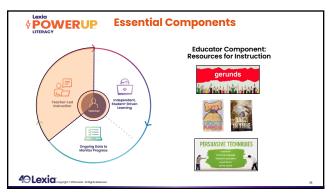


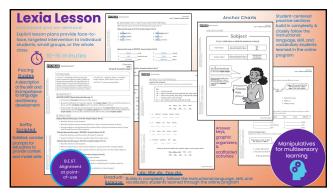






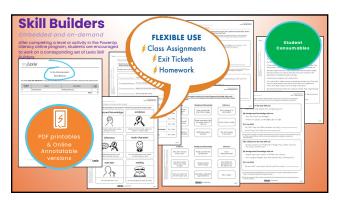




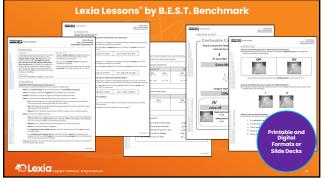


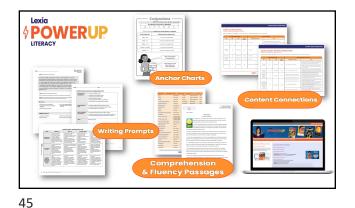


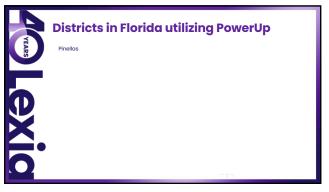




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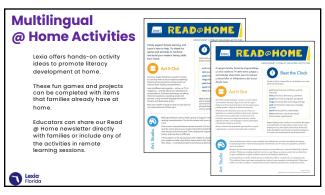








		Practice & Application
Students 0-1 grades below level	75 minutes per week	30 minutes per week
Students 1-2 grades below level	105 minutes per week	30 minutes per week
Students 3 or more grades below	level 135 minutes per week	30+ minutes per week
	level 135 minutes per week	





### QUOTE

## Lexia

### Lexia Learning Systems LLC

300 Baker Avenue, Suite 202 Concord, MA 01742 USA Phone: (978) 405-6200 Fax: (978) 287-0062

Quote #: Q-619576-1 Created Date: 3/18/2024

### Prepared By:Cheryl McLaughlinEmail:cheryl.mclaughlin@lexialearning.com

Quote To: Hernando Co School District 919 N Broad St Brooksville, FL 34601 US Bill To: Tiffany Howard Hernando Co School District 919 N Broad St Brooksville, FL 34601 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	<b>Total Price</b>
7/1/2024	6/30/2025	1	Lexia PowerUp Literacy District Success Partnership - Silver	\$8,300.00	\$8,300.00
7/1/2024	6/30/2025	2	Lexia PowerUp Literacy Professional Learning Day - Full	\$4,250.00	\$8,500.00
7/1/2024	6/30/2025	6	Lexia Core5 Reading/PowerUp Literacy Unlimited License with PowerUp Literacy School Success Partnership - includes 1 Day of on-site Professional Learning* Nature Coast Technical High School, Hernando High School, Springstead High School, Weeki Wachee High School, Central High School, Discovery/Endeavor	\$11,900.00	\$71,400.00

 Total Price \$88,200.00

 Est.
 Tax
 \$0.00

 Total Due
 \$88,200.00

\* Special FL ELA Adoption Pricing includes 1 onsite day & quantity of two - 90 min Live Online virtual sessions OR six - 90 min Live Online virtual sessions

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

### Fax or email Purchase Orders with quote number Q-619576-1 to the following:

Attn: Cheryl McLaughlin Email: cheryl.mclaughlin@lexialearning.com Fax: 978-287-0062

### PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

### TERMS AND CONDITIONS

Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum. http://www.hernandoschools.org/departments/ purchasing/vendor-information s, including sales tax, VAT or other duties or levies imposed by any federal, state or y taxes shown are estimates for informational purposes only. Customer will provide st. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's

Page 1 of 2

### TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

### ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

### ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at https://lexialearning.com/privacy/eula (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

### 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. <u>E-Verify</u>. 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.

Public records compliance provisions. Any confidentiality provisions in the 16. 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: Lexia Learning Systems	LLC
DocuSigned by:	
Nek Gaelide	
Printeet Mathe: Nick Gaehde	
Title: President	
Date: 4/3/2024	

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Standard Addendum to Agreements Revised May 2022 Page **5** of **5** 

### Complete Section A or B; and C

### MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION. (For Donations, use Section B)

Account Name	_	Basic Education	Textbooks		Academic	: Se	ervices	F	Reading Program	
Account Number		1100E	5100		5200	_	9410		44700	
		Fund	Function		Object		Cost Center		Project	Sub Project
Original		Budget	Expenditures /		Current		Present		Remaining	
Approved Budget	+ -	Amendments -	Encumbrances To Date	=	Available Budget	-	Request	=	Balance Available	
1,926,637.20	\$	0.00	<sub>\$</sub> 11,465.63	\$	1,916,171.57	ç	\$ 88,200.00		\$ 1,827,971.57	
Account Name	_									
Account Number										
		Fund	Function		Object		Cost Center		Project	Sub Project
Original		Budget	Expenditures /		Current		Present		Remaining	
Approved Budget	+ -	Amendments -	Encumbrances To Date	=	Available Budget	-	Request	=	Balance Available	

B. Item Currently Not Budgeted	**					
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
Funding Source _						
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

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\*\*



School Board Workshop

### Agenda Item # 2. 24-2199

4/23/2024

### **Title and Board Action Requested**

Board Discussion on Next Steps - Superintendent Search

### **Executive Summary**

The Board Chair, hereby requests the Board discuss the next steps in regard to a Superintendent search.

### My Contact

Linda Prescott Board Chair 352-797-7253

### 2023-28 Strategic Focus Area

Priority 2: Talent Management

### **Financial Impact**

See attached budget sheet.

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

Complete Section A or B; and C

### MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION. (For Donations, use Section B)

Account Name	_		N	o Financial I	mpac	t					
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 <u></u> \$						
Funding Source						
Account Name						
Account Number						
_	Fund	Function	Object	Cost Center	Project	Sub Project
Amount <u></u> \$						

C. History		
Check one: Prior Year Budget: New for Current Year:	0	
	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\*\*



School Board Workshop

### Agenda Item # 3. 24-2214

4/23/2024

### **Title and Board Action Requested**

Board Discussion on the Proposed 2024-25 Bell Time Schedule

### **Executive Summary**

The Director of Transportation, on behalf of the Superintendent of Schools, hereby requests the Board discuss the proposed bell times for the 2024-2025 school year. During the April 9, 2024 Regular School Board Meeting, the Board requested a workshop on the 2024-25 Proposed Bell Times.

The proposed bell times will move:

- D. S. Parrott Middle School from 9:30 a.m. 4:30 p.m. to 7:25 a.m. 2:00 p.m. D.S. Parrott Middle School will be transported with Hernando High School Students.
- Brooksville, Eastside, and Moton Elementary Schools will move from 8:35 a.m. 3:10 p.m. to 9:00 a.m.
   3:40 p.m.
- Explorer K8, Winding Water K8, Fox Chapel, Powell, West Hernando Middle Schools will move from 9:10 a.m. 4:10 p.m. to 8:35 a.m. 3:10 p.m.
- Challenger K8 will move from 9:10 a.m. 4:10 p.m. to 9:15 a.m. 3:55 p.m.
- Chocachatti, Deltona, Floyd, Pine Grove Spring Hill, Suncoast, Westside Elementary Schools will move from 8:35 a.m. 3:10 p.m. to 9:30 a.m. 4:10 p.m.
- Challenger K8 and Chocachatti Elementary will be transported on the same buses.
- High School bell times will remain at the current bell times.

### My Contact

Ralph Leath Director of Transportation 352-797-7003

### **2023-28 Strategic Focus Area**

Priority 1: Student Success

### **Financial Impact**

See attached budget sheet.

### Agenda Item # 3. 24-2214

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.

BELL TIME

school





COMMITTEE MEMBERS LISA BRAITHWAITE LEECHELLE BOOKER ANTHONY CAVALIERE CHRIS CLIFFORD STEVE CROGNALE LISA CROPLEY SUSAN DUVAL TOM DYE CHRIS HEALY KERRI HARTLEY

DANA KUBLICK RALPH LEATH ROSEMARIE MAIORINI PATTY MARTIN CARI O'ROUKE SCOTT PIESIK ALEX RASTATTER KARIN SARTIN LARA SILVA KRISTEN TORMEY

# THE WHY

### Protecting academic time

### • Fuel cost savings

### Reduction of late buses

## Reduction of runs



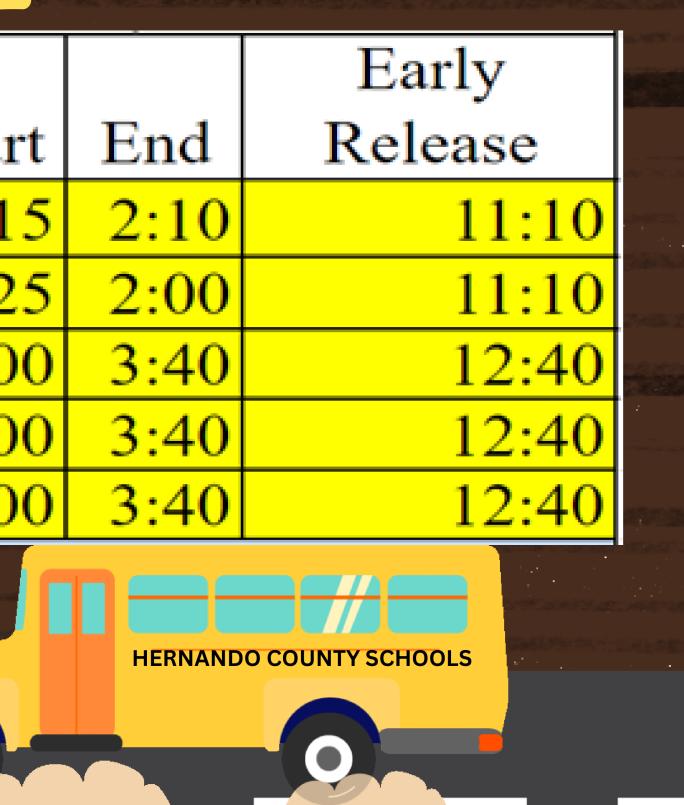
# THE WORK

- December 6, 2023
  - Reviewed Transportation goals
  - Discussed current and proposed routes and runs
  - Analyzed arrival and departure data
- January 24, 2024
  - Discussed solutions and associated costs
- February 22, 2024
  - Finalized the proposed bell time schedule
    - based on ridership data and committee input



EA	S		SI	D	
	-	-	0.00		

		Drop Off	
School	Type	Time	Star
Hernando	HS	6:55	7:1
DS Parrott	MS	7:05	7:2
Brooksville	ES	8:40	9:0
Eastside	ES	8:40	9:0
Moton	ES	8:40	9:0



### • Combining HHS and DSPMS allows for:

THE RATIONALE

- Reduction of runs
- Reduction of routes
- Savings on fuel
- Increased on-time arrivals and departures

school

## WEST SIDE TIER 1 No changes to current schedule.

		Drop Off			Early
School	Type	Time	Start	End	Release
Central	HS	7:00	7:20	2:10	11:10
Endeavor		7:05	7:25	2:05	11:05
Nature Coast	HS	7:00	7:20	2:10	11:10
Springstead	HS	7:00	7:20	2:10	11:10
Weeki Wachee	HS	7:00	7:20	2:10	11:10
				and the second	and the second secon

HERNANDO COUNTY SCHOOLS

# WEST SIDE TIER 2

**HERNANDO COUNTY SCHOOLS** 

		Drop Off			Early
School	Туре	Time	Start	End	Release
Explorer	K-8	8:15	8:35	3:10	12:10
Winding Waters	K-8	8:15	8:35	3:10	12:10
Fox Chapel	MS	8:15	8:35	3:10	12:10
Powell	MS	8:15	8:35	3:10	12:10
West Hernando	MS	8:15	8:35	3:10	12:10

# WEST SIDE TIER 3

		Drop Off			Early
School	Type	Time	Start	End	Release
Challenger	K-8	8:55	9:15	3:55	12:55
Chocachatti	ES	9:10	9:30	4:10	1:10
Deltona	ES	9:10	9:30	4:10	1:10
Floyd	ES	9:10	9:30	4:10	1:10
Pine Grove	ES	9:10	9:30	4:10	1:10
Spring Hill	ES	9:10	9:30	4:10	1:10
Suncoast	ES	9:10	9:30	4:10	1:10
Westside	ES	9:10	9:30	4:10	1:10

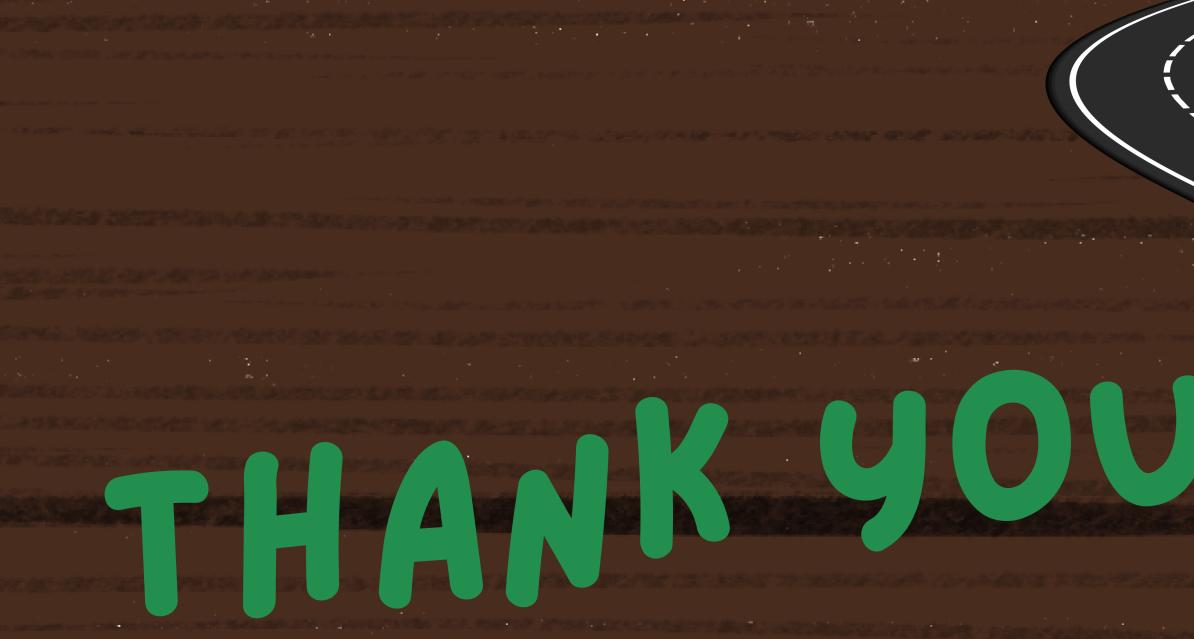


# • Combining CK8 and CES allows for:

- Reduction of runs
- Reduction of routes
- Savings on fuel
- Increased on-time arrivals and departures

THE RATIONALE

school





2024-2025 Proposed Bell Times						
East Side of Hernando County						
		Drop Off				
School	Type	Time	Start	End	Early Release	
Hernando	HS	6:55	7:15	2:10	11:10	
DS Parrott	MS	7:05	7:25	2:00	11:10	
Brooksville	ES	8:40	9:00	3:40	12:40	
Eastside	ES	8:40	9:00	3:40	12:40	
Moton	ES	8:40	9:00	3:40	12:40	
V	Vest Si	de of Herna	ando C	ounty		
		Drop Off				
School	Type	Time	Start	End	Early Release	
Central	HS	7:00	7:20	2:10	11:10	
Endeavor	115	7:05	7:25	2:05	11:05	
Nature Coast	HS	7:00	7:20	2:10	11:10	
Springstead	HS	7:00	7:20	2:10	11:10	
Weeki Wachee	HS	7:00	7:20	2:10	11:10	
Explorer	K-8	8:15	8:35	3:10	12:10	
Winding Waters	K-8	8:15	8:35	3:10	12:10	
Fox Chapel	MS	8:15	8:35	3:10	12:10	
Powell	MS	8:15	8:35	3:10	12:10	
West Hernando	MS	8:15	8:35	3:10	12:10	
Challenger	K-8	8:55	9:15	3:55	12:55	
Chocachatti	ES	9:10	9:30	4:10	1:10	
Deltona	ES	9:10	9:30	4:10	1:10	
Floyd	ES	9:10	9:30	4:10	1:10	
Pine Grove	ES	9:10	9:30	4:10	1:10	
Spring Hill	ES	9:10	9:30	4:10	1:10	
Suncoast	ES	9:10	9:30	4:10	1:10	
Westside	ES	9:10	9:30	4:10	1:10	

Complete Section A or B; and C

#### MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION. (For Donations, use Section B)

Account Name	_		N	o Financial I	mpac	t					
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 <u></u> \$						
Funding Source						
Account Name						
Account Number						
_	Fund	Function	Object	Cost Center	Project	Sub Project
Amount <u></u> \$						

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\*\*



School Board Workshop

#### Agenda Item # 4. 24-2191

4/23/2024

#### **Title and Board Action Requested**

Review and Tentative Approval of the Neola - Standards of Ethical Conduct Policies Originally Presented at the Board Workshop on April 9, 2024.

#### **Executive Summary**

The Executive Director of Business Services, on behalf of the Superintendent of Schools, hereby requests the Board to review and give tentative approval for the School Board policy updates on Standards of Ethical Conduct originally presented at the April 9<sup>th</sup> Workshop. The updates include the following sections:

Section 0000 - Bylaws Section 1000 - Administration Section 3000 - Instructional Section 4000 - Support Staff

#### My Contact

Jill Renihan Executive Director of Business Services (352)797-700 ext. 402 renihan j@hcsb.k12.fl.us

#### 2023-28 Strategic Focus Area

Priority 4: Community Connection

#### **Financial Impact**

See attached budget sheet.

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

42



Book	Policy Manual
Section	Special Update Sept. 2023 REVISED
Title	STANDARDS OF ETHICAL CONDUCT
Code	*po0124 am 1-24, jdr 2-12-24
Status	
Adopted	June 13, 2017
Last Revised	February 23, 2021

#### 0124 - Standards of Ethical Conduct

Members of the School Board recognize their individual duty to promote the best interests of the District. Public schools as a whole and each Board member shall adhere to the following educational and ethical standards.

Board members must have a sincere desire to serve the educational needs of the community. Decisions must be based on the best interests of students and not on political or personal interests.

Board members recognize their individual duty to promote the best interests of the District. In doing so, members of the Board shall be guided by the *Principles of Professional Conduct for the Education Profession in Florida*, F.A.C. 6A-10.081, which outlines the following ethical principles:

- A. Board members value the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.
- B. Board members share the primary professional concern for the student and for the development of the student's potential. Members of the Board will, therefore, strive for professional growth and will seek to exercise the best professional judgment and integrity.
- C. Board members strive to achieve and sustain the highest degree of ethical conduct because they are aware of the importance of maintaining the respect and confidence of their colleagues, of students, of parents, and of other members of the community.

Members of the Board shall strive to fulfill the following obligations:

- A. Obligation to the student requires that members of the Board do what is necessary and appropriate so that:
  - 1. students are protected from conditions harmful to learning and/or to the students' mental and/or physical health and/or safety is protected as well.
  - 2. students are not unreasonably restrained from independent action in pursuit of learning.
  - 3. students are not unreasonably denied access to diverse points of view.
  - 4. subject matter relevant to a student's academic program is not intentionally suppressed or distorted.
  - 5. students are not intentionally exposed to unnecessary embarrassment or disparagement.

6.

students are not intentionally provided classroom instruction in prekindergarten through grade 8 on sexual orientation or gender identity, except when required by F.S. 1003.42(2)(n)3. and 1003.46.

- students are not intentionally provided classroom instruction to students in grades 9 through 12 on sexual orientation or gender identity unless such instruction is required by State academic standards as adopted by F.A.C. 6A-1.09401, or is part of a reproductive health course or health lesson for which a student's parent has the option to have their student not attend.
- 8. student's legal rights are not intentionally violated.

9.

parents are not discouraged or prohibited parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in F.S. 39.01.

- 10. students are not harassed or discriminated against on the basis of race, color, nationality or ethnic 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, political beliefs, social and family background, military status, ancestry, or genetic information and each student is protected from harassment or discrimination.
- 11. District staff members, administrators, or officials do not exploit a relationship with a student for personal gain or advantage.
- 12. personally identifiable information obtained in the course of professional service is kept in confidence unless disclosure serves professional purposes or is required by law.
- 13. the Board member shall not violate F.S. 553.865(9)(b), which relates to entering restrooms and changing facilities designated for the opposite sex on the premises of an educational institution.
- 14. the Board member shall not violate F.S. 1000.071, which relates to the use of personal titles and pronouns in educational institutions.
- B. Obligation to the public requires that the members of the Board do what is necessary and appropriate so that:
  - 1. District staff members, administrators, and officials distinguish between personal views and those of the District.
  - 2. facts concerning an educational matter are not intentionally distorted or misrepresented in direct or indirect public expression.
  - 3. institutional privileges are not used for personal gain or advantage. (see also Bylaw 0141.2, *Conflict of Interest*)
  - 4. District staff members, administrators, and officials do not accept a gratuity, gift, or favor that might influence professional judgment. (see also Bylaw 0141.2, *Conflict of Interest*)
  - 5. District staff members, administrators, and official do not offer a gratuity, gift, or favor to obtain special advantages. (see also Bylaw 0141.2, *Conflict of Interest*)
- C. Obligation to the profession of education requires that members of the Board do what is necessary and appropriate so that:
  - 1. all District staff members, administrators, and official maintain honesty in all professional dealings.
  - 2. a District staff member, administrator, or official is not denied professional benefits or advantages or participation in any professional organization not on the basis of race, color, national or ethnic 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, political beliefs, social and family background, military status, ancestry, or genetic information.
  - 3. District staff members, administrators, or officials do not interfere with a District staff member's, administrator's, or official's exercise of political or civil rights and responsibilities.

- 4. a District staff member, administrator, or official does not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, so that each District staff member, administrator, or official is protected from such harassment or discrimination.
- 5. a District staff member, administrator, or official does not make malicious or intentionally false statements about another District staff member, administrator, or official.
- 6. a District staff member, administrator, or official does not use coercive means or promises of special treatment to influence professional judgments of a colleague.
- 7. a District staff member, administrator, or official does not misrepresent one's own professional qualifications.
- 8. District staff members, administrators, or officials do not submit fraudulent information on any document in connection with professional activities.
- 9. District staff members, administrators, or officials do not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.
- 10. District staff members, administrators, or officials do not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
- 11. a District staff member, administrator, or official does not assist with entry into or continuance in the profession of any person known to be unqualified in accordance with the *Principles of Professional Conduct for the Education Profession in Florida*, other applicable Florida statutes, State Board of Education rules, and Board policies.
- 12. a District staff member, administrator, or official self-reports within forty-eight (48) hours to appropriate authorities (as determined by the District) any arrests/charges. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, Board members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment.
- 13. a District staff member, administrator, or officials understand their duty to report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).
- 14. a District staff member, administrator, or official does not seek reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).
- D. Members of the Board shall not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Bylaw 0141.2, *Conflict of Interest*)
- E. Each Board member must recognize that decisions must be made by the Board as a whole and that when made, these decisions must be supported by the entire Board.
- F. All Board members shall adhere to the principles enumerated above.

#### **Mandatory Training**

Members of the Board shall complete four (4) hours of ethics training each calendar year that addresses, at a minimum, the constitutional "Sunshine Law" provisions (Article II, Section 8), the statutory *Code of Ethics for Public Officers and Employees* (F.S. Chapter 112, Part III), and the public records and public meetings laws. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation if the required subjects are covered.

Members of the Board are also required to complete training annually on the standards of ethical conduct established in this bylaw.

#### Gifts

Members of the Board may not solicit any gift or knowingly accept, directly or indirectly, a gift or an honorarium from a person, vendor, potential vendor or other entity doing business with the Board, from a political committee, or from a lobbyist (and related individuals and entities) who lobbies the reporting individual's agency (see F.S. 1001.421). "Vendor" is defined by F.S. 112.3148 relating to gifts and F.S. 112.3149 relating to honoraria to mean a business entity doing business directly with an agency, such as renting, leasing, or selling realty, goods, or services. The term "gift" has the same meaning as in F.S. 112.312(12). This prohibition applies as well to relatives, as defined in F.S. 112.312(21).

In addition to the foregoing, members of the Board shall not solicit or accept anything of value including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the Board member would be influenced thereby.

Board members are further required to follow all Florida laws applicable to the solicitation or acceptance of gifts, including F.S. 112.313 and 112.3148. Board members must review these laws upon taking office and are encouraged to do so periodically during the course of their term in office.

#### **Responsibilities Related to Allegations of Misconduct**

Pursuant to F.S. 1001.42(7), a Board member may not knowingly sign and transmit to any State official a report of alleged misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student which the Board member knows to be false or incorrect, or knowingly fail to adopt policies that require instructional personnel and school administrators to report alleged misconduct by other instructional personnel or school administrators, or that require the investigation of all reports of alleged misconduct by instructional personnel and school administrators, if the misconduct affects the health, safety, or welfare of a student. Violation of this provision will result in the forfeit of the Board member's salary for one (1) year.

#### **Appointment or Employment of Relative**

Pursuant to F.S. 1012.23(2), Board members may not appoint or employ a relative, as defined in F.S. 112.3135, to work under their direct supervision. This limitation does not apply to employees appointed or employed before the election or appointment of the Board member.

Revised 8/27/19 Revised 2/23/21

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Legal

F.S. 112.312
F.S. 112.313
F.S. 112.3142
F.S. 112.3148
F.S. 112.3149
F.S. 1001.42(6)
F.S. 1001.421
F.S. 1012.23
F.A.C. 6A-10.081

Last Modified by Jill Renihan on February 12, 2024



Book	Policy Manual
Section	Special Update Sept. 2023 REVISED
Title	STANDARDS OF ETHICAL CONDUCT
Code	*po1210 am 1-24, MG 2/20/2024
Status	
Adopted	June 13, 2017
Last Revised	August 27, 2019

#### 1210 - STANDARDS OF ETHICAL CONDUCT

#### Definitions

For purposes of this policy, the term "administrator" means those individuals identified in F.S. 1012.01(3). Administrative personnel typically perform management activities such as developing broad policies for the District and executing those policies through the direction of personnel at all levels within the District. Administrative personnel are generally high-level, responsible personnel who have been assigned the responsibilities of systemwide or schoolwide functions, including the following:

- A. the superintendent;
- B. District-based instructional administrators;
- C. District-based noninstructional administrators;
- D. school administrators;
- E. others who perform management activities, such as assistant Directors, Supervisors, Coordinators, Managers, and those with supervisory responsibilities.

#### **Standards of Ethical Conduct**

- I. Administrators shall be guided by and adhere to the following ethical principles:
  - A. The administrator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.
  - B. The administrator's primary professional concern will always be for the student and for the development of the student's potential. The administrator will, therefore, strive for professional growth and will seek to exercise the best professional judgment and integrity.
  - C. The administrator strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.
- II. Administrators shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual administrator's certificate, or the other penalties as

deemed appropriate with the District's discipline policy up to and including termination.

- A. Obligation to the student requires the administrator shall:
  - 1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;
  - 2. not unreasonably restrain a student from independent action in pursuit of learning;
  - 3. not unreasonably deny a student access to diverse points of view;
  - 4. not intentionally suppress or distort subject matter relevant to a student's academic program;
  - 5. not intentionally expose a student to unnecessary embarrassment or disparagement;
  - not intentionally provide classroom instruction to students in kindergarten prekindergarten through grade 38 on sexual orientation or gender identity, except when required by F.S. 1003.42(2)(n)3. and 1003.46;
  - not intentionally provide classroom instruction to students in grades 9 through 12 on sexual orientation or gender identity unless such instruction is required by State academic standards as adopted in F.A.C. 6A-1.09401, as is part of a reproductive health course or health lesson for which a student's parent has the option to have their student not attend;
  - not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination;
  - not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in F.S. 39.01;
  - 10. not exploit a relationship with a student for personal gain or advantage;
  - 11. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;
  - 12. not violate F.S. 553.865(9)(b), which relates to entering restrooms and changing facilities designated for the opposite sex on the premises of an educational institution; and,
  - 13. not violate F.S. 1000.071, which relates to the use of personal titles and pronouns in educational institutions.
- B. Obligation to the public requires that the administrator shall:
  - 1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;
  - not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;
  - not use institutional privileges for personal gain or advantage; (see also Policy 1129, Conflict of Interest)
  - 4. accept no gratuity, gift, or favor that might influence professional judgment; (see also Policy 1129, Conflict of Interest)

(NOTE: Pursuant to F.S. 112.313, no administrator shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the

#### administrator would be influenced thereby.)

- 5. offer no gratuity, gift, or favor to obtain special advantages; (see also Policy 1129, Conflict of Interest)
- C. Obligation to the profession of education requires that the administrator shall:
  - 1. maintain honesty in all professional dealings;
  - not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;
  - 3. not interfere with a colleague's exercise of political or civil rights and responsibilities;
  - 4. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination;
  - 5. not make malicious or intentionally false statements about a colleague;
  - not use coercive means or promise special treatment to influence professional judgments of colleagues;
  - 7. not misrepresent one's own professional qualifications;
  - 8. not submit fraudulent information on any document in connection with professional activities;
  - not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position;
  - 10. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;
  - provide upon the request of a certificated individual a written statement of the specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;
  - 12. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules;
  - 13. self-report within forty-eight (48) hours to their supervisor who will alert the Professional Standards Office any arrests/charges;

Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory.

In addition, administrators shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4) (c) and F.S. 943.059(4)(c).

- report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);
- 15. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);
- 16. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice; and

- 17. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.
- D. No administrative staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 1129, Conflict of Interest)
- E. No administrator shall solicit or accept anything of value including a gift (See F.S. 112.312), loan, reward, promise of future employment, favor, or service, based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.
- F. All administrative staff members shall adhere to the ethical and disciplinary principles enumerated above.

#### Training

All administrators shall be required to complete training on the standards established herein upon employment and annually thereafter.

#### **Responsibilities Related to Allegations of Misconduct**

Pursuant to F.S. 1001.42(7), the superintendent may not knowingly sign and transmit to any State official a report of alleged misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student which the superintendent knows to be false or incorrect, or knowingly fail to adopt policies that require instructional personnel and school administrators to report alleged misconduct by other instructional personnel and school administrators, or that require the investigation of all reports of alleged misconduct by instructional personnel and school administrators, if the misconduct affects the health, safety, or welfare of a student. Violation of these provisions will result in the forfeit of the superintendent's salary for one (1) year.

Revised 2/5/19 Revised 8/27/19

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Legal

F.S. 112.312
F.S. 112.313
F.S. 1001.42
F.S. 1001.42(6)
F.S. 1001.421
F.S. 1006.32
F.S. 1012.23
F.A.C. 6A-10.08

Last Modified by Annette Martinson on March 13, 2024

.081



Book	Policy Manual
Section	Special Update Sept. 2023 REVISED
Title	STANDARDS OF ETHICAL CONDUCT
Code	*po3210 am 1-24, MG 2/20/2024
Status	
Adopted	June 13, 2017
Last Revised	February 5, 2019

#### 3210 - STANDARDS OF ETHICAL CONDUCT

- I. Instructional staff members shall be guided by and adhere to the following ethical principles:
  - A. The instructional staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.
  - B. The instructional staff member's primary professional concern will always be for the student and for the development of the student's potential. The instructional staff member will, therefore, strive for professional growth and will seek to exercise the best professional judgment and integrity.
  - C. The instructional staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.
- II. District instructional staff members shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual instructional staff member's certificate, or the other penalties as deemed appropriate with the District discipline policy up to and including termination.
  - A. Obligation to the student requires that the instructional staff member shall:
    - 1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.
    - 2. not unreasonably restrain a student from independent action in pursuit of learning.
    - 3. not unreasonably deny a student access to diverse points of view.
    - 4. not intentionally suppress or distort subject matter relevant to a student's academic program.
    - 5. not intentionally expose a student to unnecessary embarrassment or disparagement.
    - not intentionally provide classroom instruction to students in kindergarten prekindergarten through grade 38 on sexual orientation or gender identity, except when required by F.S. 1003.42(2)(n)3. and 1003.46.

- 7. not intentionally provide classroom instruction to students in grades 9 through 12 on sexual orientation or gender identity unless such instruction is required by state academic standards as adopted in F.A.C. 6A-1.09401, or is part of a reproductive health course or health lesson for which a student's parent has the option to have their student not attend.
- 8. not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in F.S. 39.01.
- 9. not intentionally violate or deny a student's legal rights.
- 10. not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in F.S. 39.01.
- 11. offer no gratuity, gift, or favor to obtain special advantages. (see also Policy 3129, Conflict of Interest)
- 12. not violate F.S. 553.865(9)(b), which relates to entering restrooms and changing facilities designated for the opposite sex on the premises of an educational institution.
- 13. not violate F.S. 1000.071, which relates to the use of personal titles and pronouns in educational institutions.
- B. Obligation to the profession of education requires that the instructional staff member shall:
  - 1. maintain honesty in all professional dealings.
  - not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.
  - 3. not interfere with a colleague's exercise of political or civil rights and responsibilities.
  - 4. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination.
  - 5. not make malicious or intentionally false statements about a colleague.
  - 6. not use coercive means or promise special treatment to influence professional judgments of colleagues.
  - 7. not misrepresent one's own professional qualifications.
  - 8. not submit fraudulent information on any document in connection with professional activities.
  - 9. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.
  - 10. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
  - 11. provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
  - 12. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules.
  - 13. self-report within forty-eight (48) hours to their supervisor who will alert the Professional Standards office any arrests/charges. Such notice shall not be considered an admission of guilt nor shall such

notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, instructional staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4) (c) and 943.059(4)(c).

- 14. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).
- 15. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).
- 16. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.
- 17. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.
- C. No instructional staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/hertheir duties in the public interest. (see also Policy 3129, Conflict of Interest)
- D. All instructional staff members shall adhere to the principles enumerated above.

All instructional staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.

Revised 2/5/19

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F.S. 112.312
F.S. 112.313
F.S. 1001.42(6)
F.S. 1001.421
F.S. 1006.32
F.S. 1012.23
F.A.C. 6A-10.081

Last Modified by Matthew Goldrick on February 20, 2024



Book	Policy Manual
Section	Special Update Sept. 2023 REVISED
Title	STANDARDS OF ETHICAL CONDUCT
Code	*po4210 am 1-24, MG 2/20/2024
Status	
Adopted	June 13, 2017
Last Revised	December 11, 2019

#### 4210 - STANDARDS OF ETHICAL CONDUCT

- I. Support staff members shall be guided by and adhere to the following ethical principles:
  - A. The support staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.
  - B. The support staff member's primary professional concern will always be for the student and for the development of the student's potential. The support staff member will, therefore, strive for professional growth and will seek to exercise the best professional judgment and integrity.
  - C. The support staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.
- II. All support staff members shall comply with the following disciplinary principles.

Individuals who violate any of these principles shall be subject to disciplinary action, as well as other penalties as may be provided by law.

- A. Obligation to the student requires that the support staff member shall:
  - 1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;
  - 2. not unreasonably restrain a student from independent action in pursuit of learning;
  - 3. not unreasonably deny a student access to diverse points of view;
  - 4. not intentionally suppress or distort subject matter relevant to a student's academic program;
  - 5. not intentionally expose a student to unnecessary embarrassment or disparagement;
  - not intentionally provide classroom instruction to students in kindergarten prekindergarten through grade 38 on sexual orientation or gender identity, except when required by F.S. 1003.42(2)(n)3. and 1003.46;

- 7. not intentionally provide classroom instruction to students in grades 9 through 12 on sexual orientation or gender identity unless such instruction is required by state academic standards as adopted in F.A.C. Rule 6A-1.09401, or is part of a reproductive health course or health lesson for which a student's parent has the option to have their student not attend;
- 8. not intentionally violate or deny a student's legal rights;
- not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in F.S. 39.01;
- 10. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination;
- 11. not exploit a relationship with a student for personal gain or advantage.
- 12. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;
- 13. not violate F.S. 553.865(9)(b), which relates to entering restrooms and changing facilities designated for the opposite sex on the premises of an educational institution; and,
- 14. not violate F.S. 1000.071, which relates to the use of personal titles and pronouns in educational institutions.
- B. Obligation to the public requires that the support staff member shall:
  - 1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;
  - not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;
  - 3. not use institutional privileges for personal gain or advantage; (see also Policy 4129, Conflict of Interest)
  - not use coercive means or promise special treatment to influence professional judgments of colleagues;
  - 5. not misrepresent one's own professional qualifications;
  - 6. not submit fraudulent information on any document in connection with professional activities;
  - 7. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a position;
  - not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;
  - provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;
  - not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules;
  - 11. self-report within forty-eight (48) hours to their supervisor who will inform the Professional Standards <u>any</u> arrests/charges. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, support staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation

within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4) (c) and 943.059(4)(c).

- 12. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);
- 13. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1)
- C. No support staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 4129, Conflict of Interest)
- D. All support staff members shall adhere to the principles enumerated above.

All support staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.

Revised 2/5/19 Technical Change 12/11/19

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Legal	F.S. 112.312
	F.S. 112.313
	F.S. 1001.42(6)
	F.S. 1001.421
	F.S. 1006.32
	F.S. 1012.23
	F.A.C. 6A-10.081

Last Modified by Matthew Goldrick on February 20, 2024

Complete Section A or B; and C

#### MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION. (For Donations, use Section B)

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		Cont Contor		Droject	Sub Braind
		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 <u></u> \$						
Funding Source						
Account Name						
Account Number						
_	Fund	Function	Object	Cost Center	Project	Sub Project
Amount <u></u> \$						

C. History		
Check one: Prior Year Budget: New for Current Year:		
Prior	r Year Approved Budget:	\$
Prior	r Year Actual Spent:	\$

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



School Board Workshop

#### Agenda Item # 5. 24-2153

4/23/2024

#### **Title and Board Action Requested**

Presentation of Lake Lindsey Access Request and Encroachments Review by Brian Ragan, Director of Facilities & Construction and Julia Mandell, Gray-Robinson - HCSD Land Use Attorney

#### **Executive Summary**

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board review the presentation for the Lake Lindsey Access Request and Encroachments.

#### My Contact

Brian Ragan Director of Facilities & Construction 352-797-7050

**2023-28 Strategic Focus Area** Priority 3: Safe and Healthy Learning Environment

#### **Financial Impact**

See attached budget sheet.

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



# HERNANDO SCHOOL DISTRICT

Brian Ragan, Director of Facilities & Construction

Julia Mandell, Gray-Robinson – HCSD Land Use Attorney

Lake Lindsey Access Request & Encroachments Review

April 23<sup>rd</sup>, 2024

# THE FACILITIES & CONSTRUCTION DEPARTMENT HAS TWO ITEMS FOR BOARD REVIEW TODAY:

• A request from a neighboring property owner for a 30' wide by 140' long access easement at the Northwest corner of our Lake Lindsey property

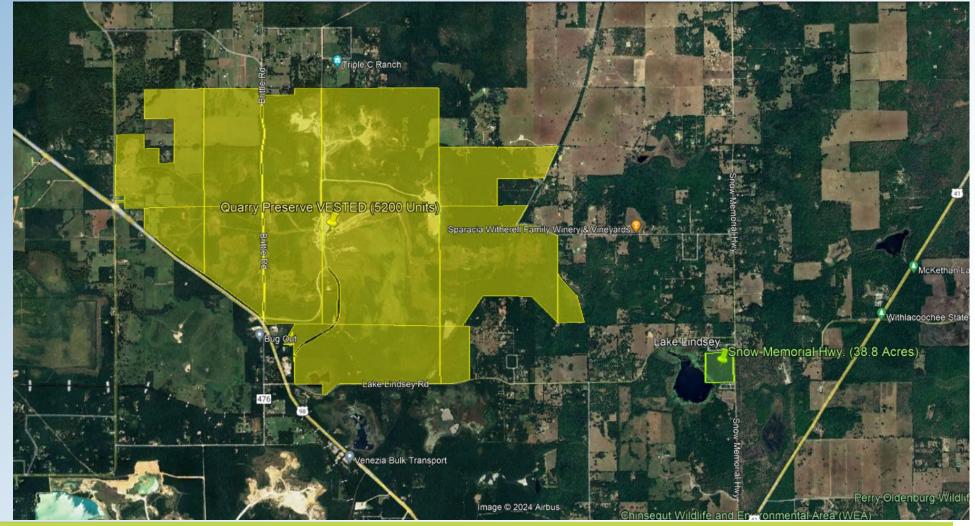
• Multiple encroachments of structures by multiple neighboring property owners to the North and South of our Lake Lindsey property

\*It should be noted that the two items for review today are not related and are presented together for efficiency



Learn it. Love it. Live it60

**Based on anticipated growth and a potential development containing 5200 single family homes (adjacent to this property) the Facilities & Construction Department believes it to be in the best interest of the District to keep the Lake Lindsey property in our vacant land inventory** 



Learn it. Love it. Live it 61

## **First Item – Request & Offer to Purchase Easement for Access**

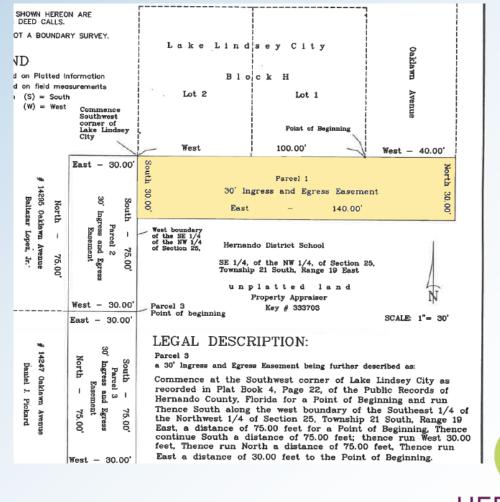




Learn it. Love it. Live if 62

## **First Item – Request & Offer to Purchase Easement for Access**

- Requester is asking for easement via the highlighted section of HCSD property
- Requester has agreed to pay all costs associated with this transaction
- Requester has made an offer of \$1,000 for this easement
- HCSD has asked requester to pay fair market value as determined by a current appraisal
- HCSD would want to keep access to our property via Oaklawn Ave with proper documentation



**ADDITIONAL INFORMATION FOR CONSIDERATION:** 

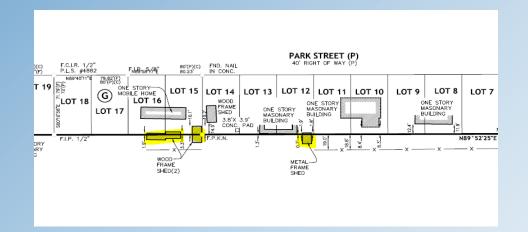
JULIA MANDELL GRAY ROBINSON ATTORNEYS HCSD LAND USE ATTORNEY

**Q&A AND GENERAL DISCUSSION** 

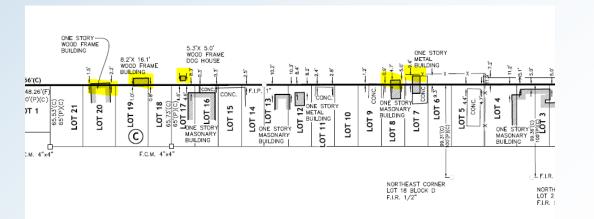


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### **Second Item – Encroachments**



North Boundary



South Boundary



- THERE ARE 8 TOTAL ENCROACHMENTS PER 2021 BOUNDARY SURVEY
- THREE SHEDS
- FOUR BUILDINGS
- ONE DOG HOUSE
- A MASONRY STRUCTURE HAS BEEN BUILT 8 INCHES FROM THE PROPERTY LINE (NOT INCLUDED IN TOTAL) AND MANY OTHERS ARE LESS THAN 10 FEET FROM THE BOUNDARY



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THESE ENCROACHMENTS NEED TO BE ADDRESSED IF WE ARE GOING TO USE THIS PROPERTY FOR HCSD OPERATIONS

**PRESENTATION OF SOLUTIONS:** 

JULIA MANDELL GRAY ROBINSON ATTORNEY HCSD LAND USE ATTORNEY

DISCUSSION



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Complete Section A or B; and C

#### MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION. (For Donations, use Section B)

A. Item Currently Budg Account Name	eted -	No Fina	ncial Impa	ct						
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 -*	**					
Account Name						
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
Amount <u></u> \$						
Funding Source						
Account Name						
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
Amount <u></u> \$						

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\*\*