



SANDRA "SAM" HIMMEL – SUPERINTENDENT OF SCHOOLS

*"Where Learning is the Expectation
And Caring is a Commitment"*

August 6, 2019

REGULAR MEETING: 4:00 P.M.
OF THE
CITRUS COUNTY SCHOOL BOARD
AUGUST 13, 2019

THOMAS KENNEDY
DISTRICT 1

VIRGINIA BRYANT
DISTRICT 2

DOUGLAS A. DODD
DISTRICT 3

SANDRA COUNTS
DISTRICT 4

LINDA B. POWERS
DISTRICT 5

AGENDA:

REGULAR MEETING: 4:00 P.M.

Opening Exercise and Pledge of Allegiance

I. ADOPTION OF AGENDA AS RECOMMENDED BY SUPERINTENDENT

II. CITIZEN COMMENTS

The first Citizen Comments is reserved for comments on the items requesting approval on the agenda. Another opportunity is available for any subject at 5:15 p.m. and at the end of business.

III. APPROVE CONSENT AGENDA – (Recognition of donations)

IV. PRESENTATION

None

V. EDUCATIONAL SERVICES, SCOTT HEBERT

- A. Approval of 2019-2020 School Volunteers
- B. Approval of VPK 2019-2020 Provider Agreement
- C. Approve the Research Proposal Request – Efficacy Trial of I Control
- D. Approve contract with Florida Elks Children’s Therapy Services
- E. Approve agreement with McCoy Behavioral Services

VI. SCHOOL SUPPORT SERVICES, JONNY BISHOP

- A. Facilities, Construction & Maintenance, Eric Stokes
 - 1) Approve Pre-Qualifications of Contractors for Educational Facilities
 - 2) Approve the Professional Service Agreement for the Lecanto High School Partial Heating, Ventilating and Air Conditioning Replacement

- 3) Approve the Professional Service Agreement for the Inverness Middle School Re-Roof, Bldg 5
 - 4) Approve the Professional Service Agreement for the Lecanto Primary School Re-Roof, Bldg 2
- B. Human Resources, Suzy Swain
- 1) Approve Instructional and Support Recommendations
 - 2) Approve Sheila Bodle as Supervisor of School Health
- C. Planning and Growth Management, Chuck Dixon
- 1) Approve Request to Advertise for a Public Hearing at the October 8, 2019 School Board Meeting to approve the revision of Policy 3.40 Safe and Secure Schools
 - 2) Approve Request to Advertise for a Public Hearing at the October 8, 2019 School Board Meeting to approve the revision of Policy 4.60 District and Statewide Assessment Program
 - 3) Approve Request to Advertise for a Public Hearing at the October 8, 2019 School Board Meeting to approve the revision of the revision of Policy 4.70 Home Education Program
 - 4) Approve Request to Advertise for a Public Hearing at the October 8, 2019 School Board Meeting to approve the revision of Policy 5.09 Requirements for Original Entry
- D. Safety & Security, Chief Grant
- Approve the School Safety Funding Agreement between the School Board of Citrus County, Florida and Citrus County, Florida for the 2019-2020 School Year

VII. FINANCE, MIKE MULLEN

- A. iPad Insurance (informational)
- B. Approve the \$1,000 donation to Citrus High School from Central Maintenance & Welding
- C. Approve the \$3,000 donation to Crystal River High School from; Curry's Roofing, LLC
- D. Approval of Affiliation Agreement between the Citrus County School Board, Withlacoochee Technical College, and Superior Residences
- E. Approve the Disposal of Active Surplus Property
- F. BIDS:
 - 1) Approve renewal of BID 2014-49P Piggy-back of Osceola County Schools SDOC 14-P-065-LH Distribution and Procurement (P.O.W.E.R Buying Group)
 - 2) Approve Renewal of CCSB BID 2016-45 Vending Machine Supply & Services to Lynch & Miros d/b/a Drop A Coin Vending
 - 3) Approve renewal of 2016-51P Piggy-back of Milk, Dairy and Juice products from Pinellas Schools Bid 19-380-203-RN
 - 4) Approve renewal of BID 2019-41P fresh Produce and Eggs Piggy-back of Hernando County School Bid 18-390-02RN
 - 5) Approve award of BID 2020-03 Shredded Mulch to Bolling Forest Products d/b/a Mulch For You

6) Approve Termination of BID 2019-24 Shredded Mulch to ADFS, LLC

G. Approval of Budget Amendment #10 June 2019

VIII. INFORMATIONAL ITEMS

A. June 2019 Cash and Investment Report

IX. BUDGET UPDATE

X. ATTORNEY, LEGAL MATTERS

XI. APPROVE MINUTES

XII. CITIZEN COMMENTS

XIII. ANY OTHER BUSINESS THAT NEEDS TO COME BEFORE THE SCHOOL BOARD

XIV. ADJOURNMENT

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the Superintendent's Office at 726-1931, ext. 2206, prior to the date of the scheduled School Board Meeting.

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.

Requested by Lindy Woythaler

Additional contact(s)/originator [Signature]

Document Title Approval of 2019-2020 School Volunteers

Board Action Required:

Presentation/Recognition _____ Information _____

Consideration/Approval Approval of 2019-2020 School Volunteers

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached X available in district office _____ other _____

Executive Summary / Highlights:

Final Step in the approval process for trained volunteers, in compliance with School Board Policy.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: \$57.50 for the month July

Amount Budgeted \$15,000.00 annually Additional Amount Requested N/A

Funding Source: Project #02800

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: [Signature]


(Form Board Approved 7/10/07)

Last Name	First Name
Ayotte	Bonnie
Carson	Barbara
Cernich	Cherise
Clark	Nancy
Cooper	John
Cressman	Mary Anne
Defiore	Michael
Fox	Taylor
Greuey	Ann
Hamilton	Deonna
Hirshberger	Tanya
Isherwood	Danielle
Johnson	Heather
Johnson	Lila
Meadows	Paula
Neander	Sharon
Norrid	Sandra
O'Neill	James
Petrucci	Crystal
Schuetz	Erika
Seecharan	Vashti
Shepherd	John
Thomsen	Robert

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.
Requested by Lynne Kirby, Director, Department of Exceptional Student Education
Additional contact(s)/originator _____
Document Title Provider agreement with State of Florida Voluntary Pre-Kindergarten Education

Board Action Required:

Presentation/Recognition _____ Information _____
Consideration/Approval: Approval of VPK 2019-2020 provider agreement 

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached available in district office _____ other _____

Executive Summary / Highlights:

Citrus County School District is contracting with Early Learning Coalition of the Nature Coast to serve approximately 350 Voluntary Pre-Kindergarten (VPK) students in the inclusion Pre-Kindergarten classes at all elementary/primary schools.

331 VPK Students served in 2018-2019 (Survey 3) in 29 PreK classrooms; actual \$767,195.43.
350 VPK Students planned to be served in 2019-2020 in 32 PreK classrooms.

Financial Impact: Reimbursement to the district of approximately \$810,810.00.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: 0
Amount Budgeted 0 Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____
Pay grade/level _____
Benefits _____ Terms of Position _____

Financial Impact reviewed by: Sammy Wilson
(Form Board Approved 7/10/07)



STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN PROVIDER
CONTRACT
FORM OEL-VPK 20

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this 24th day of July 2019 by and between the Early Learning Coalition of the Nature Coast (herein referred to as "COALITION"), and Citrus County School Board (doing business as, if applicable) _____ (herein referred to as "PROVIDER"), with its principal office located at 1007 West Main Street Inverness, FL 34450-4625 and its provider physical site address (if the single site provider physical site address is different from principal office address) located at _____.

a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten (VPK) Education Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.

b. **Multiple Private Provider Locations.** If PROVIDER is executing a single Contract on behalf of multiple private VPK provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.

c. **Identification Number.** Insert PROVIDER'S EIN SSN here: 596000546

PROVIDER's EIN (Employer Identification Number) or SSN (Social Security Number) is requested in accordance with ss.119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Office of Early Learning and COALITION. Submission of PROVIDER's EIN or SSN is mandatory. PROVIDER's EIN or SSN will be used for processing payments to PROVIDER as a VPK provider, for reporting those payments for federal tax purposes, and for routine identification.

2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the VPK Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the VPK Program. This Contract is to engage an eligible provider to provide VPK services to eligible VPK children. PROVIDER will receive payment based on Legislative appropriations, the Office's Uniform Attendance Policy for Payment (Rule 6M-8.204, Florida Administrative Code (F.A.C.)), and a child's attendance certified by the parent and provider (Rule 6M- 8.305, F.A.C.).

3. **Term.** This Contract applies to the 2019 - 2020 VPK program year. PROVIDER shall offer a school-year program and/or a summer program. This Contract begins on 7/24/2019, or on the date on which the Contract is signed and dated by the last party required to sign the Contract, whichever occurs last, and expires upon completion of the VPK instructional hours and completion of the requirements outlined in this Contract or termination of this Contract

under Section XI.

A school-year VPK program shall be 540 instructional hours and a summer VPK program shall be 300 instructional hours. In the event there is a transfer of ownership before all instructional hours are completed, PROVIDER may schedule only the remaining instructional hours of the program for the VPK class(es) previously enrolled under the prior ownership.

4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for VPK program services before this Contract is fully executed by both parties or after expiration of the Contract.
5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the VPK program and that PROVIDER and COALITION will be bound by the same:
 - Chapter 1002, Florida Statutes (F.S.);
 - Chapter 6M-8, Florida Administrative Code (F.A.C.); and
 - Rules 6A-1.09433 & 6A-6.03033, F.A.C.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership or other transfer of ownership interest, the provider shall notify the coalition no later than 30 calendar days prior to the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. **General Eligibility.**

a. Provider Type. To be eligible to deliver the VPK Program, PROVIDER must be either a public school or a private provider (a licensed child care facility, a licensed family day care home, a licensed large family child care, a non-public school exempt from licensure, or a faith-based child care provider exempt from licensure).

A charter school that includes VPK in its charter is a public school and shall only execute this Contract with the approval and oversight of the school district. A charter school that does not include VPK in its charter must meet the requirements to be a private provider to be eligible to deliver the VPK Program.

Check the box to indicate PROVIDER's type:

A public school (Form OEL-VPK 20PS must be completed as an authorized attachment to this Contract.)

A private provider (Form OEL-VPK 20PP must be completed as an authorized attachment to this Contract.)

b. Eligibility pursuant to s. 1002.91(5), F.S. PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of

adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. Eligibility pursuant to s. 1002.91(7), F.S. PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

d. Eligibility pursuant to the successful completion of terms of prior contract. PROVIDER agrees to successfully complete corrective action due to noncompliance determinations from a prior Contract, as applicable, for the duration of this Contract.

- 8. Required Forms.** PROVIDER certifies that it has registered with COALITION on forms prescribed by the Office of Early Learning, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION in accordance with the notification requirements in Paragraph 63 of any change in the information submitted on those forms. Changes implemented by PROVIDER prior to notification to COALITION that fail to comply with all VPK qualifications and requirements shall result in financial consequences referenced in Paragraph 50 and corrective action referenced in Paragraph 53.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

- 9. Child Enrollment.** PROVIDER agrees to enroll eligible children for the VPK Program only with authorization from COALITION. PROVIDER agrees to obtain and complete, with parent, an eligibility certificate form (Form OEL-VPK 02 or Form OEL-VPK 04). In the event that PROVIDER has multiple locations, PROVIDER may only change the location where the child is served in accordance with the reenrollment requirements established in Rule 6M-8.210, F.A.C.

10. Adherence to Requirements.

a. Provider agrees to deliver the VPK Program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Contract.

b. Provider agrees to participate in a VPK orientation prior to the execution of the VPK contract if offered by the coalition.

- 11. Assessment.** PROVIDER agrees to implement the Voluntary Prekindergarten pre- and post-assessment in accordance with s. 1002.67(3), F.S., and rules 6A-1.09433 and 6M-8.620, F.A.C. Individuals administering the pre- and post-assessment shall meet the qualifications established in rule. PROVIDER must register each year to access the Bright Beginnings website at <https://brightbeginningsfl.org/Register.aspx>. The PROVIDER shall order pre- and post-assessment materials as needed and submit assessment scores by logging into the Bright Beginnings website by the deadlines established in rule which are based on the PROVIDER's VPK class schedule approved by the COALITION. VPK child assessment records shall be maintained in accordance with Paragraph 33 of this Contract. For providers not previously issued a provider ID, the early learning coalition will request the provider ID on behalf of the provider.

- 12. Curricula.** PROVIDER agrees that it will implement curricula to deliver VPK Program instruction which:

- a. Are developmentally appropriate;
- b. Are designed to prepare children for early literacy;

- c. Enhance the age-appropriate progress of children in attaining each of the performance standards approved for use in VPK; and
 - d. Prepare children to be ready for kindergarten.
13. **Required Parent Information.** PROVIDER agrees that PROVIDER will provide a copy of its attendance policy to the COALITION before contract execution and to the parent of each child at the time the child is admitted into PROVIDER's VPK Program. The PROVIDER shall adopt its own, but in accordance with s. 1002.71, F.S., the attendance policy must require parents to verify each month, the child's attendance on forms prescribed by the Office of Early Learning in Rule 6M-8.305, F.A.C. PROVIDER agrees to not amend its VPK program attendance policy for the duration of this Contract. The providers attendance policy should address school year and summer programs separately if applicable.
14. **Fees Prohibited.** PROVIDER agrees that, in accordance with s. 1002.71(8)(a), F.S., PROVIDER shall not require payment of a fee or charge for services provided for a child in the VPK Program during instructional hours reported for funding. PROVIDER shall not require a fee or payment as a condition of enrollment or participation in the VPK Program. A provider found to have required such fees is subject to termination for cause of this Contract as described in paragraph 54.
15. **Supplemental Services.** PROVIDER agrees that, in accordance with section 1002.71(8)(b), F.S., PROVIDER shall not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., "extended-day," "extended-year," "wrap-around," or "full-day" services) as a condition of admitting the child in the VPK Program. PROVIDER agrees to schedule all VPK hours offered for any VPK class so that parents are not constructively required to enroll child in supplemental services or pay any fee or charge (e.g., scheduling instructional hours in a day with a break in instructional time, for which parents would be required to pay for supplemental services for care). A provider found to have required such fees is subject to termination for cause of this Contract as described in paragraph 54.
16. **Parent Not Responsible for Financial Consequences.** PROVIDER agrees that, if PROVIDER does not receive payment from COALITION for offering VPK Program instruction to a child, PROVIDER shall not require the child's parent to pay for the services.
17. **Instructor Requirements.** PROVIDER agrees that at all times each of its VPK instructor(s) and substitute instructor(s):
- a. Has provided documentation to be maintained in the files of PROVIDER and COALITION documenting that the individual has undergone a Level 2 background screening within the previous five (5) years in accordance with section 435.04, F.S., including a federal (Federal Bureau of Investigation) and state (Florida Department of Law Enforcement) screening which demonstrates that the individual is not ineligible to act as a VPK instructor;
 - b. Is eligible to be employed as a VPK instructor in accordance with section 435.06, F.S.;
 - c. Is not ineligible to teach in a public school because his or her educator certificate is suspended or revoked;
 - d. Is qualified to act as a VPK instructor or substitute in accordance with sections 1002.55, 1002.61 and 1002.63, F.S.
18. **VPK Class Staffing.** PROVIDER agrees to maintain proper staffing as required by VPK statutes. A properly credentialed instructor must be present for all VPK classes. For school-year classes that are composed of 12-20 children, an additional adult instructor must be present who is eligible to work in the VPK provider's setting. The VPK class size shall not exceed the

approved capacity of the physical space where instruction is provided.

19. **Substitute Instructors.** PROVIDER agrees that substitute instructors who meet the requirements of Rule 6M-8.410, F.A.C. may replace a lead VPK instructor, when the VPK lead instructor is not present at the facility. The time that any substitute instructors that do not meet the credentials of a lead instructor may replace a lead instructor is limited to 30 percent of the VPK Program's total instructional hours in a VPK class.
20. **Prohibited Forms of Discipline.** In accordance with s. 1002.55(5), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
21. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., to submit information and updates regarding the VPK Program. The PROVIDER shall execute this Contract on the Provider Portal found on <https://providerservices.floridaearlylearning.com>.
22. **Rilya Wilson Act and At-Risk Children.** PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s.39.604,F.S.) for each at-risk child under the age of school entry who is enrolled in the Voluntary Prekindergarten Education Program.
23. **VPK Logo.** PROVIDER may use the registered VPK logo in conjunction with the operation of the VPK program in advertisements, letterhead, educational and promotional materials. PROVIDER agrees to comply with the VPK Logotype Usage and Brand Guidelines (Form OEL-VPK 20B) and must cease use of the VPK logo once services under this contract are suspended or terminated. Form OEL-VPK 20B can be found at the following web address: [http://www.floridaearlylearning.com/Content/Uploads/floridaearlylearning.com/files/VPK/Form_OELVPK%2020B_Final_ADA%20\(1\)_2.pdf](http://www.floridaearlylearning.com/Content/Uploads/floridaearlylearning.com/files/VPK/Form_OELVPK%2020B_Final_ADA%20(1)_2.pdf)

24. Provider Deliverables

Deliverable	Provider Type	Task and Activities	Due Date
VPK instructional hours; 540 for school year programs and/or 300 for summer programs	Private and Public	Child enrollment activities per paragraph 9	For the term of this Contract
		Implementation of curricula per the requirements in paragraph 12	
		Instructor Requirements per paragraphs 17-19	

VPK Child Attendance	Private and Public	Completion of Child Attendance and Parental Choice Certificate forms (OEL-VPK 03S and OEL-VPK 03L) per paragraph 37	Monthly
		Monthly Certification of Child Attendance by Provider per paragraph 43	
		Certification of annual cumulative child attendance per paragraph 41	
Information change notification	Private and Public	Compliance with notification requirements per paragraph 63	See paragraph 63
Liability insurance notification	Private	Notification of cancellation of changes to general liability coverage	Within 10 calendar days of cancellation or changes to general liability coverage
Implementation of VPK pre- and post-assessment	Private and Public	Administration of Assessment Period One items per paragraph 11	Within the first 30 calendar days of the VPK class schedule
		Submission of Assessment Period One data per paragraph 11	No later than first 45 calendar days of the VPK class schedule
		Administration of Assessment Period Three items per paragraph 11	Within the last 30 calendar days of the VPK class schedule
		Submission of Assessment Period Three data per paragraph 11	No later than 15 calendar days after the last day of the VPK class schedule

IV. COALITION RESPONSIBILITIES

25. **Forms Approved.** COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER has completed the forms, meeting necessary requirements established in ss. 1002.55(3)(h), 1002.61(8), or 1002.63(8), F.S., as applicable.
26. **Technical Assistance.** COALITION will offer technical assistance for providers on probation. The technical assistance will be designed to facilitate the development and implementation of an improvement plan. The technical assistance will be offered in a manner and schedule

prescribed by the coalition or school district.

27. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the VPK Program. COALITION will issue a *child certificate of eligibility* (Form OEL-VPK 02), as described in Rule 6M-8.201, F.A.C. or a *certificate of eligibility for reenrollment* (Form OEL-VPK 04), as described in Rule 6M-8.210, F.A.C., for each eligible child who's parent applies for the VPK program or a reenrollment through the Family Portal.
28. **Limitations on Authority.** COALITION shall not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.

V. MONITORING, AUDITING, AND ACCESS

29. **Monitoring.** PROVIDER understands that the provisions of this Contract are required to fulfill its obligation to offer the VPK Program, and that COALITION or school district (as applicable) will monitor PROVIDER for compliance with the requirements of offering the VPK Program.
30. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the VPK Program during normal business hours.
31. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the VPK Program during normal business hours and upon request by COALITION or the Office of Early Learning.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

32. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. Information associated with the VPK Program shall only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the purpose of implementing the VPK Program as described in s. 1002.72 (3)(a), F.S. Accordingly, to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.72, F.S.
33. **Record Maintenance.** PROVIDER agrees to maintain records, including enrollment and attendance records for children funded by the VPK Program; records of each VPK child, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
34. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the VPK Program before the conclusion of the retention period for VPK records as described in Paragraph 33, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all VPK records required to be maintained under Paragraph 33 to COALITION no later than the close of business on the day PROVIDER ceases to offer the

VPK Program. Failure to remit all VPK records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

VII. COMPENSATION AND FUNDING

35. **Notification of Enrollment.** PROVIDER agrees that it will not receive payment until the provider has entered the certificate of eligibility number into the Provider Portal and the coalition has in turn approved the enrollment of the child through the provider portal.
36. **Attendance Documentation.** PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each child admitted to PROVIDER's VPK Program class(es) in accordance with rules of the Office of Early Learning. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.
37. **Parent Attendance Certification.** PROVIDER agrees to require that the parent of each child in the VPK Program verify, each month, the child's attendance on the prior month's certified child attendance, in accordance with the requirements of s. 1002.71(6)(b)2., F.S. PROVIDER agrees to maintain the Child Attendance and Parental Choice Certificates (Forms OEL-VPK 03L or OEL-VPK 03S) which have been signed each month by a parent for each child admitted into PROVIDER's VPK Program class(es) in accordance with the rules of the Office of Early Learning.
38. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive VPK reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit, however the reimbursement may be delayed up to 21 calendar days should the PROVIDER choose to opt out.
39. **Payment Rate.** PROVIDER understands that payments for each child may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except for extreme hardship reenrollment circumstances described in Rule 6M-8.210, F.A.C. The amount of funding for one FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year. In the event that a change of ownership or transfer of a VPK program has occurred and payment, including advance payment, has been made, the succeeding VPK provider shall not receive funding, that combined with the funds already dispersed to the preceding VPK provider(s), would exceed the funding for one full-time (FTE) for each child enrolled.
40. **Advance Payment Option.** PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Office of Early Learning. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of children enrolled in the PROVIDER's VPK Program class(es) by checking the appropriate box for each program:

School Year Program

- PROVIDER elects to receive monthly advance payments for the school year program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Office of Early Learning.

- PROVIDER elects **not** to receive monthly advance payments for the school year program.

- or

- PROVIDER does not intend to offer the school year program.

Summer Program

- PROVIDER elects to receive monthly advance payments for the summer program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Office of Early Learning.

- PROVIDER elects **not** to receive monthly advance payments for the summer program.

- or

- PROVIDER does **not** intend to offer the summer program.

- 41. Final Payment.** PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK Program in accordance with the rules of the Office of Early Learning.

- 42. Overpayment.** PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts. The PROVIDER understands that in the event where the EIN has changed or a change of ownership has occurred and the previous owner has not completed repayment, the PROVIDER accepts financial responsibility for any outstanding balance as a result of the cumulative attendance recorded for each child enrolled in the VPK program.

- 43. Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance certification in accordance with Rule 6M-8.305, F.A.C., for payment. PROVIDER agrees to

submit all required attendance records to COALITION on or before the 3rd business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next payment cycle.

44. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
45. **Closures.** PROVIDER agrees compensation for temporary closures will be handled in accordance with Office of Early Learning Rule 6M-8.204(5), F.A.C.
46. **Disallowed Costs.** PROVIDER understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing the VPK Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the VPK Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and fraud restitution.
47. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))
48. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B)).

VIII. PROVISIONS FOR PROVIDER PROBATION

49. **Readiness Rates.** PROVIDER understands that, in accordance with s. 1002.69(5), F.S., the Office of Early Learning will annually issue kindergarten readiness rates to each PROVIDER. PROVIDER understands that if it, or any of its providers listed in Exhibit 1, receives a kindergarten readiness rate which falls below the minimum readiness rate established by the Office of Early Learning, in accordance with s. 1002.67(4)(c)1., F.S., PROVIDER or any of its PROVIDERS listed in Exhibit 1 will be placed on probation and must submit an improvement plan and/or annual progress report for approval to either the school district or COALITION in accordance with rules adopted by the Office of Early Learning or be removed from eligibility to offer the program type for five (5) years. In the event that PROVIDER fails to meet the minimum readiness rate for a program type (school-year or summer) three consecutive times, in accordance with s. 1002.67(4)(c)3, F.S., PROVIDER will be removed from eligibility to offer the program type for five (5) years unless PROVIDER is granted a good cause exemption by the Office of Early Learning. If a PROVIDER is removed from summer eligibility, then this Contract is considered void for that PROVIDER's summer program type of the program year.
50. **Probation.** PROVIDER understands that in accordance with s. 1002.67(4)(c)2, F.S., PROVIDER on probation must continue the corrective actions in its improvement plan, including the use of an approved curriculum or a staff development plan, until PROVIDER

meets the readiness rate. Failure to do so will result in the termination of PROVIDER's contract and the PROVIDER losing eligibility to deliver the VPK Program for five (5) years.

IX. FINANCIAL CONSEQUENCES

- 51. Financial Consequences.** As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this Contract, or terminate the Contract.

X. NONDISCRIMINATION

- 52. Discrimination Prohibited.** PROVIDER agrees to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether PROVIDER receives federal financial assistance. PROVIDER agrees not to discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK Program, in violation of the antidiscrimination requirements.

XI. TERMINATION AND NONCOMPLIANCE

- 53. Noncompliance Determination and Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the VPK Program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 60. Upon determining that the PROVIDER has completed the corrective action, the COALITION shall notify the PROVIDER in writing. If the PROVIDER has not satisfactorily implemented its corrective actions by the end of this Contract, the PROVIDER will still be held accountable for implementing the remainder of the corrective actions if the PROVIDER remains eligible to deliver VPK and executes a new contract with the COALITION.

- 54. Termination for Cause.**

a. Basis of Termination for Cause. PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; or cited for a Class I violation by the Department of Children and Families or local licensing agency as applicable (b) The material failure to comply with one or more of the terms of this Contract, including failure to implement corrective action; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 59.

b. Notice of Termination for Cause. In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must

state that PROVIDER may request a review of the determination as described in paragraph 60. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

- 55. Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon a notification by the Department of Children and Families (DCF) or local licensing agency or accreditation body actions or inactions of a PROVIDER that pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's emergency termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 60.
- 56. Revocation of Eligibility.**
- a.** In accordance with s. 1002.67(4)(b), F.S., if PROVIDER's Contract is terminated under paragraph 53 or 54, COALITION may revoke PROVIDER's eligibility to deliver the VPK Program for a period of five (5) years. The only statutorily authorized period of revocation is for five (5) years (s.1002.67(4), F.S.). In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER 'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under the contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.
- b.** The PROVIDER agrees that in the event that this contract is terminated under the provisions of paragraphs 54 or 55, and the PROVIDER's eligibility is not revoked for a period of five (5) years under paragraph 56 part a, the parties may not enter into another contract for VPK services for the remainder of the contract term of this contract.
- 57. Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given at least thirty (30) calendar days before the termination date in order for the COALITION to make alternative arrangements for uninterrupted services for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally terminates this Contract during the pendency of an inquiry due to suspected noncompliance with part V or part VI of chapter 1002, of the Florida Statutes or chapter 6M-4, 6M-8, or rules 6A-1.09433 and 6A-6.03033, F.A.C., the COALITION may revoke the PROVIDER'S eligibility to offer the VPK program for a period of 5 years in accordance with s. 1002.67(4) and 1002.88(2), F.S. if the noncompliance is upheld by the early learning coalition review committee.
- 58. Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are

unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented VPK hours completed prior to termination of this Contract.

59. Fraud.

a. Suspension for Suspected Fraud. In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the VPK Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 59. This review shall be limited to a determination of whether the COALITION has reasonable belief fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

b. Termination for Fraud. In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of 5 years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.

c. Termination for National Disqualification. In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

60. Due Process Procedures. PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 2, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.75(1), PROVIDER may not offer any VPK Program services while a request for a review regarding termination of PROVIDER's VPK Statewide Contract is being examined.

61. Severability of Provider Location. If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section XI of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit I to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of Exhibit I showing any stricken locations to PROVIDER. This Contract will remain in force and effect as to all locations in Exhibit I which are not stricken.

62. Litigation and Venue. In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that

any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XII. NOTIFICATION

- 63. Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
- a. Providing notice of class transfers of children at the same provider location within fourteen (14) calendar days;
 - b. Providing notice of changes to information provided on Forms OEL-VPK 10, OEL-VPK 11A, and OEL-VPK 11B within fourteen (14) calendar days after the information changes in accordance with Rule 6M-8.300, F.A.C.;
 - c. Submitting documentation demonstrating temporary closure by the close of business on the first day that a closing occurs and submitting documentation demonstrating subsequent reopening within two (2) business days after reopening;
 - d. Providing notice and documentation specifying reasons for dismissal of children within fourteen (14) calendar days;
- 64. CCR&R Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral (CCR&R) Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information. This information shall be provided in the Provider Portal.
- 65. Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is a named party or defendant that relates to PROVIDER's operation of VPK services.
- 66. Notification of Disqualification or Public Assistance Fraud.**
- a. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
 - b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

XIII. INDEMNIFICATION

67. **Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, Office of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), this paragraph is limited to the extent permitted by s. 768.28, F.S.

XIV. SEVERABILITY

68. **Severability.** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XV. AMENDMENTS

69. **Only Authorized Amendments.** Only authorized attachments, amendments, or supplements to this Contract are authorized or permitted including those specifically incorporated by reference in this form, such as Exhibit 1, Provider Location List; Exhibit 2, Due Process Procedures; Form OEL-VPK 20A, Amendment to the Statewide Voluntary Prekindergarten Provider Contract; and Form OEL-VPK 20PP or Form OEL-VPK 20PS, as described in paragraph 7.

XV. EXECUTION OF CONTRACT

In accordance with ss. 1002.55(3)(i), 1002.61(3)(b), and 1002.63(3)(b), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the VPK Program, which include the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section XI.

Warranty of Authority. Each person signing this contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

Lynne Kirby

**Signature of President/Vice President/
Secretary/Officer/Owner/Principal/or Other
Authorized Representative**

By Electronic Signature

Director Exceptional Student Education

Title

Lynne Kirby

Print Name

7/29/2019 3:31:36 PM

Date

**Provider's Additional Signatory (If required
by the Provider)**

By Electronic Signature

Title

Print Name

Date

**Provider's Additional Signatory (If required
by the Provider)**

By Electronic Signature

Title

Print Name

Date

COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

Sonya Bosanko

**Signature of Authorized Coalition
Representative**

By Electronic Signature

Executive Director

Title

Sonya Bosanko

Print Name

7/29/2019 4:00:37 PM

Date

Exhibit 1: Provider Location List

Provider Legal Name: Citrus County School Board (doing business as)

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit "Not Applicable" in the box below.

Not Applicable

If PROVIDER is a school district executing a single Contract on behalf of multiple public school VPK providers or if PROVIDER is executing a single Contract on behalf of multiple private VPK sites within COALITION's service area, PROVIDER shall complete a Provider Location List in a table format with the following columns:

- A. Location Number (optional)
- B. Location Legal Name
- C. Doing Business As Name (if applicable)
- D. Physical Address
- E. Employer Identification Number (EIN)
- F. School Year (Y/N)
- G. Summer (Y/N)
- H. Official Use Only (for coalition use)

Exhibit 2: Due Process Procedures

Provider Legal Name: Citrus County School Board

1. Purpose of Exhibit. Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.

2. Request for Review Hearing. If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide Voluntary Prekindergarten Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.

a. Content of Request for Review Hearing. The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

b. Request Time. The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

c. Supporting Documentation. The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

3. Implementation of Review. If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.

a. Assignment of Review Hearing Committee. Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If all attempts have been made by the Coalition to schedule among the selected Review Hearing Committee members potential dates for the hearing and neither provider representative from the Coalition Board is available, then the requirement for a provider representative will be waived for this hearing and the minutes of the Review Hearing Committee will document that the Coalition made every attempt to have a provider representative member included but was unable to do so for this hearing.

b. Response to Request for Review Hearing. Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

c. Date and Location Selection. Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

d. Conducting the Review Hearing. The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

e. Notice of Review Hearing Committee Decision. Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its' deliberations, the Review Hearing Committee must determine:

i. If the determination made by the Coalition was correct, in whole or in part, or incorrect.

ii. If no part of the determination made by the Coalition was correct, then the provider is not required to take further action.

iii. If any part of the determination made by the Coalition is correct, the Committee must identify the portion(s) determined to be correct and as applicable, decide:

A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action (s); or

B. If the provider's eligibility to offer the Voluntary Prekindergarten Education

Program will be terminated, the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee shall ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. The dates for either corrective action to be completed, or termination of eligibility to offer the Voluntary Prekindergarten Education Program shall be included in the notice. The Chair of the Review Hearing Committee shall approve the notice and ensure it is made public within ten business days of the conclusion of the Review Hearing.

Exhibit I: Provider Location List

Provider Legal Name: Citrus County School Board

Location Number	Location Legal Name	Doing Business As	Physical Address	EIN	Summer	School Year	Office Use
7957	Citrus County School Board	CENTRAL RIDGE ELEMENTARY	185 W CITRUS SPRINGS BLVD CITRUS SPGS, FL 34434-7400	5960005 46	N	N	
7962	Citrus County School Board	FOREST RIDGE ELEMENTARY	2927 N FOREST RIDGE BLVD HERNANDO, FL 34442-5121	5960005 46	N	N	
16148	Citrus County School Board	Crystal River Primary	8624 W CRYSTAL ST CRYSTAL RIVER, FL 34428-4469	5960005 46	N	N	
16149	Citrus County School Board	Pleasant Grove Elementary	630 PLEASANT GROVE RD INVERNESS, FL 34452-5747	5960005 46	N	N	
16202	Citrus County School Board	Citrus Springs Elementary	3570 W CENTURY BLVD CITRUS SPGS, FL 34433 -5000	5960005 46	N	N	
16203	Citrus County School Board	Floral City Elementary School	8457 E. MARVIN AVE PO BOX 340 FLORAL CITY, FL 34436-0340	5960005 46	N	N	
16204	Citrus County School Board	Hernando Elementary School	2975 E TRAILBLAZER LN HERNANDO, FL 34442-5055	5960005 46	N	N	
16205	Citrus County School Board	Homosassa Elementary School	10935 W YULEE DR HOMOSASSA, FL 34448-3821	5960005 46	N	N	
16206	Citrus County School Board	Inverness Primary School	206 S. Line Ave. INVERNESS, FL 34452-4602	5960005 46	N	N	

16207	Citrus County School Board	Lecanto Primary School	3790 W EDUCATIONAL PATH LECANTO, FL 34461-7551	5960005 46	N	N	
16208	Citrus County School Board	Rock Crusher Elementary School	814 S ROCK CRUSHER RD HOMOSASSA, FL 34448-1300	5960005 46	N	N	



**STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
PUBLIC SCHOOL ATTACHMENT FORM OEL-VPK 20PS**

I. PARTIES AND TERMS OF CONTRACT ATTACHMENT

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the 24th day of July, 2019, by and between the Early Learning Coalition of the Nature Coast (herein referred to as "COALITION"), and Citrus County School Board (herein referred to as "PROVIDER"), with its principal offices located at 1007 West Main Street Inverness, FL 34450-4625.
2. **Provider Type.** This attachment is designed for use by public school districts and/or public schools. If a VPK site under this Contract is a charter school, the COALITION shall confirm that VPK is in its charter before use of this attachment.

II. PUBLIC SCHOOLS

3. **Monitoring Assurance.** The school district certifies that it will ensure each public school PROVIDER complies with statute, rules and this Contract and certifies that it will require corrective action plans from each public school PROVIDER upon failure to comply with the terms of statute, rule or this Contract. The school district may choose to designate COALITION to monitor its public school VPK providers if agreed upon by COALITION.

PROVIDER is a (check one):

- Public school district which chooses to monitor its public school VPK providers.
 - Public school district which designates COALITION to monitor its public school VPK providers.
4. **Summer Funding.** Each district's funding for the summer program shall be modified from the terms of Paragraph 2 of the Contract (Form OEL-VPK 20) in accordance with s. 1002.71 (3)(d), F.S.
 5. **Transportation funding.** A student enrolled in the VPK Program may not be reported under s. 1011.68, F.S. for student transportation funds.
 6. **School District Authorization.** An authorized school district representative must be a signatory of this Contract.

Select Page



EARLY LEARNING COLALITION OF
FLORIDA'S GATEWAY

Rilya Wilson Act Requirements

Rilya Wilson Act Requirements

This law requires coordination by the staff of various departments and the Community-Based Care Provider staff with local education or child care providers. This activity is required by law and is designed to ensure the safety and well-being of specified children who are receiving funds for child care services. The School Readiness Provider MUST abide by provisions in the Rilya Wilson Act (FL Statutes, 39.604) and School Readiness OEL Rule

This law provides priority for child care services for specified children who are at risk of abuse, neglect, or abandonment. **Children Identified enrolled under protective services are identified on the Child Care Certificate as Funding BG1.**

Rilya Wilson Act Requirements

- Protective services children **MUST** be enrolled to participate 5 days per week.
- Protective services children **MAY NOT** be withdrawn without prior written approval from the Department of Children and Families (DCF) or the Partnership for Strong Families (PSF).

Who do I call when an at-risk child is absent?

When an at-risk (BG1) child has an **unexcused absence** or **seven consecutive days of excused absences**, the school readiness provider **MUST** notify the Department of Children and Families or the Community Care-Based Provider, Partnership for Strong Families. The Rilya Wilson Act establishes these reporting requirements for children 3 to 5 years old. **This rule shall apply to all *at-risk (BG1) children of any age in a school readiness program (6M-4.500, F.A.C).***

Both DCF and PSF staffing lists have been provided and available online via the ELCFG website. Here's the website link:

<https://www.elcgateway.org/index.php/providers>

If the child care provider does not fulfill this responsibility to make contact with DCF Protective Services, or the Partnership for Strong Families, the provider will not be eligible for placement of additional Protective Services children.





An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this website may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for: August 13, 2019 School Board Meeting.
Requested by: Lynne Kirby, Department of Exceptional Student Education
Additional contact(s)/originator: Karen Lisa
Document Title: Research Proposal Request – Efficacy trial of I Control

Board Action Required:

- Presentation / Recognition Information _____
 Consideration / Approval: Research Proposal Request – Efficacy trial of I Control: An extensive intervention to improve self-regulation for middle school students with emotional and behavioral problems.

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached X available in district office _____ other _____

Executive Summary / Highlights:

This is a research request from Dr. Stephen Smith from University of Florida. He has received a grant from the US Department of Education to perform an efficacy trial of I Control. This is an intensive intervention to improve self-regulation for middle school students with emotional and behavioral problems.

Strategic Goals:

1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activities

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted.)
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community connections

Financial Impact to the District: None
Amount Budgeted \$0.00 Additional Amount Requested \$0.00

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____
Pay grade/ level _____
Benefits _____ Terms of Position _____

Financial Impact reviewed by: Jammy White
(Form Board Approved 7/10/07)



SANDRA "SAM" HIMMEL
SUPERINTENDENT OF SCHOOLS
*"Where Learning is the Expectation
 And Caring is a Commitment"*

CITRUS COUNTY SCHOOLS
RESEARCH PROPOSAL REQUEST
 (Print or type – all items must be completed.
 Use additional paper if necessary.)

If you have any questions, contact the Department of Research &
 Accountability Phone: 352-726-1931 Extension 2235, email:
crowella@citrus.k12.fl.us

Date:	6/8/19
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Does this request pertain to a grant funded project?		XX	Yes	<input type="checkbox"/>	No
If yes, please provide the complete grant name and official funding agency below. NOTE: A copy of the grant paperwork MUST BE SUBMITTED WITH THE APPLICATION.					
Grant Name: Efficacy trial of I Control: An intensive intervention to improve self-regulation for middle school students with emotional and behavioral problems			Funding Agency: US Dept. of Education, Institute of Education Sciences		

NAME OF RESERACHER/PRINCIPAL INVESTIGATOR (Include title - i.e., Ms., Mrs., Mr., Dr., or Ph.D., Ed.D., etc.)
Stephen W. Smith, Ph.D.
COMPLETE ADDRESS (include city, state, building, apt. #, zip code)
University of Florida, College of Education 1403 Norman Hall Gainesville, FL 32611

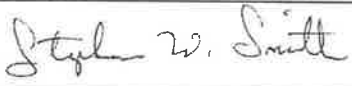
University or College:	Education
City/State:	Gainesville, FL
Advisor's Name & Title:	N/A
Advisor's E-mail:	N/A
Academic Department Phone:	352 273-4263

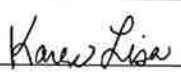
Are you an employee of the Citrus County Public Schools?		<input type="checkbox"/>	Yes	XX	No
If yes, at what location do you work?					
Phone # (area code):			E-mail:		

TITLE OF YOUR STUDY:	Efficacy Study of the I Control Curriculum for middle school students w/ EBD
BRIEF DESCRIPTION OF RESEARCH: (Hypothesis, research design, statistical treatment of data) NOTE: A copy of any tests, questionnaires, surveys, letters, IRB approval letter from the university, etc. MUST BE SUBMITTED WITH THE APPLICATION	
See attached documents	
PROCEDURES:	
Population to be studied:	Middle school students served in special ed program for EBD
Number of Participants:	As many as possible
Grade Levels:	6-8 grade
Schools Involved:	Unkown at this time

Distinguishing Characteristics:	Primary or secondary diagnoses of EBD
Treatment Proposed:	Exposure to I Control curriculum
Assessment Measures:	(see attached)
ESTIMATED TIME REQUIRED:	
From Teachers:	Pretest & posttest measures (outside of school time) 3 observations during school year
From Students:	Pretest & Posttest measures
Estimated Date Study Will Begin:	Sept/Oct
Estimated Date Study Will End:	End of school year 2020.

NOTE the following if request is approved:	
1.	If request pertains to a grant funded project, then the funding will need to be school board approved before the project may begin.
2.	If you will be entering a campus after hours to conduct your research involving adults only, you will be required to present the approved form to the principal or designee.
3.	If you will be entering a campus during school hours when students are present, but your contact with students will be supervised by school personnel, you will be screened upon arrival via the district RAPTOR program. You will need a driver's license and present a copy of this approved research form to the principal.
4.	If you will be entering a campus during school hours when students are present AND there is a possibility YOUR CONTACT WITH STUDENTS WILL NOT BE SUPERVISED BY SCHOOL PERSONNEL, you must complete a level 2 background screening through the district vendor approval process (at the researcher's expense). YOU WILL NOT BE ALLOWED TO DO YOUR RESEARCH UNTIL THE PROCESS HAS BEEN COMPLETED.

SIGNATURE OF RESEARCHER:	TITLE:	DATE:
X 	Researcher	
X	University Supervisor	
X	School Principal <i>(if study is to be conducted in a school)</i>	


SIGNATURE OF DISTRICT APPROVAL:	TITLE:	DATE:
X	Director of Research and Accountability	
X 	District Grant Writer <i>(if request pertains to a grant funded project)</i>	07/16/2019
X	Chief Finance Officer <i>(if request pertains to a grant funded project)</i>	


School Board Approval Date <i>(if request pertains to a grant funded project)</i>	Date:
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Submit this form and any accompanying materials to:

Citrus County Schools
Research & Accountability
 1007 West Main Street
 Inverness, FL 34450
crowella@citrus.k12.fl.us

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019  School Board Meeting.
Requested by Lynne Kirby, Director, Department of Exceptional Student Education
Additional contact(s)/originator _____

Document Title Florida Elks Children's Therapy Services 
Board Action Required:
Presentation/Recognition _____ Information _____
Consideration/Approval Approve contract with Florida Elks Children's Therapy Services

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached available in district office _____ other _____

Executive Summary / Highlights:

In compliance with Florida Statute 1003.572, community agencies shall be permitted to deliver services to students enrolled in Citrus County Schools. This agreement will allow Florida Elks Children's Therapy Services employees to provide services in our schools. The therapy will occur on a school campus at a time during the school day that has been mutually agreed upon by the parent, school principal and therapist.

Strategic Goals:

- 1 All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2 Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activity

Strategies Include:

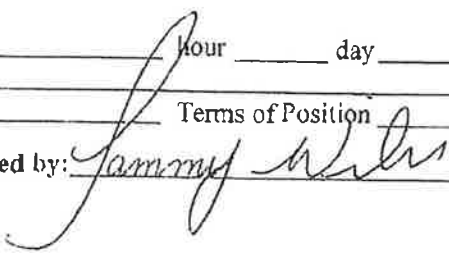
- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: 0
Amount Budget 0 Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____
Pay grade/level _____
Benefits _____ Terms of Position _____

Financial Impact reviewed by: 
(Form Board Approved 7/10/07)

**PRIVATE INSTRUCTIONAL PERSONNEL ACCESS
AGREEMENT FOR SERVICES PURSUANT TO FLORIDA
STATUTE §1003.572**

THIS AGREEMENT is entered into by and between The School Board of Citrus County, Florida, a political subdivision of the State of Florida and a body of corporate pursuant to §1001.40, Florida Statutes, whose address is 1007 West Main Street, Inverness, Florida, 34450, hereinafter referred to as "School Board" and **Florida Elks Children's Therapy Service** whose principal address is P.O. Box 49, Umatilla, FL 32784 hereinafter referred to as "Community Agency", "§1003.572 Agency", or "§1003.572 Private Instructional Personnel," as appropriated.

WHEREAS, a purpose of this Agreement is to provide compliance with §1003.572, Fla. Stat. pursuant to which the community agencies and employees thereof, or Private Instructional Personnel, will be permitted to deliver services to students enrolled in Citrus County district schools at each students' school of enrollment;

WHEREAS, various community agencies desire to be permitted and authorized to provide to observe students, collaborate with instructional personnel, and provide services to students enrolled in Citrus County district schools at each students' school of enrollment;

WHEREAS, the School Board desires to facilitate the delivery of services by various community-based agencies to persons who are students in various Citrus County district schools; and

WHEREAS, under §1003.572, Fla. Stat., the parent(s) are permitted to have Private Instructional Personnel in the following areas: (a) individuals certified under s. 393.17 or licensed under Chapter 490 or 491 for applied behavior analysis services as defined in ss. 627.6686 and 641.31098; (b) speech language pathologists licensed under s. 468.1185; (c) occupational therapists licensed under part III of Chapter 468; (d) physical therapist licensed under Chapter 485; (e) psychologists licensed under Chapter 490; or (f) clinical social workers licensed under Chapter 491 to provide services as the students' schools of enrollment.

NOW THEREFORE, in consideration of the premises and mutual understandings herein stated, the parties hereto agree as follows:

1. That the foregoing recitals are true and correct, and that each recital is incorporated herein by reference.
2. That the term of this Agreement is **August 13, 2019 – May 29, 2020**
3. That the undersigned Community Agency will be permitted to deliver services to students enrolled in the Citrus County district schools at each student's school of

enrollment.

4. That the undersigned §1003.572 or §1003.572 Private Instructional Personnel will be permitted to deliver professional services to students enrolled in Citrus County district schools at each student's school of enrollment.
5.
 - a. That the times at which said services may be provided at a given school shall be subject to the specific approval of the school's principal and the student's teacher or teachers. No access to a school or student will be provided until compliance with the access terms contained herein have been verified by the respective school's principal.¹
 - b. An Access Information Form must be completed for each student served under this Agreement. A copy of the Form is attached as Exhibit "A" to this Agreement and made a part hereof for all purposes by attachment, reference, and adoption. All information required by the Access Information Form must be provided as a condition of access under this Agreement.
6.
 - a. The location within a given school wherein the services are to be delivered shall be designated by the school's principal.
 - b. The time period when a student is to be served outside of his or her class shall be determined by the principal.
7. The Community Agency, §1003.572 Agency, or each person employed by the Community Agency or §1003.572 Agency, or the §1003.572 Private Instructional Personnel providing services under this agreement shall:
 - a. provide the school in advance and in writing with the names, addresses, social security numbers², and telephone numbers for the specific persons who will be providing services under this Agreement;
 - b. present credentials identifying them as an employee or agency of the Community Agency, §1003.572 Agency or as the §1003.572 Private Instructional Personnel providing services;
 - c. present photo identification (such as a valid Florida driver's license) as requested by school or school district personnel;
 - d. sign in upon arrival at the designated school through the District Raptor system, shall wear and prominently display the issued identification badge at all times, and sign out upon leaving;

¹ The term "principal" includes assistant principal, but does not include dean, guidance counselor, or other non-administrative personnel.

² Social Security numbers are required in order for a complete background screening by school district officials and for the issuance of a photo I.D. access badge.

- e. comply with the background screening/background security check requirements set forth in § 435.04, Fla. Stat., subject to exclusion from participation under this Agreement pursuant to §435.06, Fla. Stat.;
 - f. clearance shall be handled by the District Human Resources Department;
 - g. submit to a fingerprint background screening by school district officials, at the expense of the person requesting access, unless that person has been previously screened at Level II, and is identified in the shared fingerprint database maintained by the Florida Department of Law Enforcement; and
 - h. acknowledge that misuse of the District issued Raptor ID badge per Paragraph 7 d. shall be cause for immediate termination of access privileges and such other action deemed appropriate by the Superintendent.³
8. The Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel providing services under this Agreement are independent contractors and shall be solely responsible for determining the services to be provided to a given student, shall be solely responsible for the delivery of such services to a given student, and shall not be subject to the direct supervision or supervisory control of The School Board of Citrus County, Florida, its employees or agents regarding the determination of services to be delivered and the delivery of such services.
9. Florida law provides that the collaboration of public school personnel and §1003.572 Private Instructional Personnel shall be designed to enhance, but not supplant, the school district's responsibilities under IDEA, and the provision of private instruction personnel by a parent does not constitute a waiver of the student's or parent's right to a free and appropriate education under IDEA. Moreover, Florida law provides that collaboration of public and private instructional personnel will work to promote the education progress and assist students in acquiring essential skills. Public and private instructional personnel shall undertake collaborative programming. Thus, the Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel shall collaborate with the student's parent(s), teachers, and principal to avoid duplication or conflicting services or plans.
10. Neither the Community Agency or its officers, employees, agents or representatives, the §1003.572 Agency or its officers, employees, agents or

³ Superintendent shall include Assistant Superintendent.

representatives, or any §1003.572 Private Instructional Personnel providing services under this Agreement shall be considered an employee, agent, servant, or representative of the School Board and such persons are not authorized to represent themselves as employees, agents, servants, or representatives of the School Board, or to obligate or bind the School Board in any manner.

11. The Community Agency, §1003.572 Agency, and each §1003.572 Private Instructional Personnel providing services under this agreement shall:
 - a. provide evidence of commercial general liability insurance on an occurrence basis with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability;
 - i. there shall be no exclusions for contracted liability;
 - ii. The School Board of Citrus County, Florida / School District of Citrus County, Florida shall be named as an additional insured for claims arising out of this policy without limitation or exception.
 - b. shall provide evidence of workers' compensation insurance for all employees providing services under this Agreement, unless exempt by law;
 - c. shall provide evidence of professional liability and errors and omissions coverage for each individual serving in a professional status. Liability coverage shall be on a claims basis policy, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate;
 - d. all coverage must be written by a carrier that has and maintains a rating of "A" or better and a financial size category of "VII" or better according to A.M. Best Company, and is licensed in the State of Florida;
 - e. all insurance required by this Agreement shall be subject to approval by the School Board Risk Management Department both as to coverage and the insurance carrier.
12. No student will be referred to a Community Agency for services without the specific written consent of the student's parent or legal guardian. Such consent shall, among other things, acknowledge that the School Board is not responsible for determining what services shall be provided to the student, who shall deliver those services, or the means and manner by which said services shall be delivered.

13. a. The Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel providing services under this Agreement and the School Board specifically agree that the sole obligation undertaken by the School Board/school under this Agreement is to endeavor to provide a non-classroom area at a specific school that may be utilized by the Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel for the delivery of services.
- b. Services will not be delivered in a student's classroom, unless the school's principal and the classroom teacher determine that such services may be delivered in the classroom without disruption to the educational process and without disrupting other students in the classroom. The availability of a non-classroom area shall be the decision of the school's principal.
- c. Classroom observation of a student is subject to the notice of requirement and the frequency and duration of any observation(s) shall be determined by the school's principal and the classroom teacher in order to minimize classroom disruption of core classes or subjects.
14. The Community Agency and its officers, employees, agents, representatives, contractors, and sub-contractors, each §1003.572 Agency, and each §1003.572 Private Instructional Personnel providing services under this Agreement shall fully comply with the requirements of §1002.22, Fla. Stat; Fla. Admin. Code R. 6A-1.0955; 20 U.S.C. 1232g (FERPA); 34 C.P.R. §99.31 and §99.33; and any other law or regulation, either federal or state, regarding confidentiality of student information and records.
15. The Community Agency and each §1003.572 Agency shall provide a current list of all employees providing services under this Agreement.
16. Each person executing this Agreement on behalf of the School Board, Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel are duly authorized to execute this Agreement and same shall not be repudiated by reason of lack of authority in the event of any litigation arising out of the delivery of services by the Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel providing services under this Agreement to any Citrus County public student.
17. Each person providing services under this Agreement shall fully complete and execute Exhibit "A" which shall be maintained by the school at which services are provided.

18. The venue for any suit, court action, or litigation arising out of or under this Agreement shall be Citrus County, Florida.
19. A waiver by either party of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of the Agreement.
20. The Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel providing services under this Agreement shall defend, fully indemnify, and hold harmless The School Board of Citrus County, Florida, and its employees for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against same, including attorney's fees and investigation expenses (pre-suit, suit, trial appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the Community Agency, §1003.572 Private Instructional Personnel, or §1003.572 Agency, its employees, agents or servants, or any intentional or negligent acts or omissions of the school or its employees, agents, or servants arising out of the use of any facility, or the provision of any services pursuant to this Agreement and for any violation of Citrus County public students under this Agreement including any violation of provision 14 herein. This provision shall survive the termination of this Agreement and shall remain in full force and effect until the expiration of any statute of limitations.
21. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

IF FLORIDA ELKS CHILDREN'S THERAPY SERVICE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FLORIDA ELKS CHILDREN'S THERAPY SERVICE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER, EMAIL ADDRESS: BLAIRL@CITRUS.K12.FL.US AND PUBRICRECORD@CITRUSSCHOOLS.ORG; TELEPHONE NUMBER: 352-726-1931 EXT. 2211, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

Florida Elks Children's Therapy Service is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

a. Keep and maintain public records required by the School Board to perform the service.

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 the Chapter 119, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Florida Elks Children's Therapy Service does not transfer the records to the School Board.

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Florida Elks Children's Therapy Service or keep and maintain public records required by the School Board to perform the service. If Florida Elks Children's Therapy Service transfers all public records to the School Board upon completion of the contract, Florida Elks Children's Therapy Service shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Florida Elks Children's Therapy Service keeps and maintains public records upon completion of the contract, Florida Elks Children's Therapy Service shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

e. The failure of the Florida Elks Children's Therapy Service to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

The School Board of Citrus County, Florida

By: _____

Title: _____

Date: _____

Florida Elks Children's Therapy Service

By: Colleen Gallant

Title: Director

Date: 07/15/2019

This form will be completed per each student once agreement is approved.

ACCESS INFORMATION FORM 2019-2020

Student Name: _____ DOB: _____ Student School: _____

PERSON PROVIDING SERVICES

Person Providing Services: _____ Phone: _____

Address: _____ E-mail: _____

AGENCY INFORMATION

Name of Agency: _____ Primary Contact: _____

Address: _____ Phone: _____ E-mail: _____

Agency Issuing License and License Number: _____

Summary of Services: _____

Term of Service: _____ Frequency of Service: _____

Agency Supervisor: _____ Signature: _____ Date: _____

PARENT ACKNOWLEDGEMENT

Parent signature acknowledges that:

1. Student was not referred to a Community Agency for mental health services by The School Board of Citrus County, Florida and that The School Board of Citrus County, Florida is not responsible for determining what services shall be provided to the student, who shall deliver those services, or the means and manner by which said services shall be delivered.

Parent Name: _____ Signature: _____ Date: _____

Provider Name: _____ Signature: _____ Date: _____

SCHOOL MEETING

Day of Week	Time of Day	Duration (i.e. 30 minutes)	Term (i.e. 6 months)	Location on Campus

Teacher Name: _____ Signature: _____ Date: _____

Provider Name: _____ Signature: _____ Date: _____

Principal Name: _____ Signature: _____ Date: _____

Background Check Approved: _____ Date: _____

Insurance Approved: _____ Date: _____

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.
Requested by Lynne Kirby, Director Department of Exceptional Student Education
Additional contact(s)/originator _____
Document Title McCoy Behavioral Services

Board Action Required:

Presentation/Recognition _____ Information _____
Consideration/Approval Approve agreement with McCoy Behavioral Services

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached available in district office _____ other _____

Executive Summary / Highlights:

In compliance with Florida Statute 1003.572, community agencies shall be permitted to deliver services to students enrolled in Citrus County Schools. This agreement will allow McCoy Behavioral Services employees to provide services in our schools. The therapy will occur on a school campus at a time during the school day that has been mutually agreed upon by the parent, school principal and therapist.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: 0
Amount Budget 0 Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____
Pay grade/level _____
Benefits _____ Terms of Position _____

Financial Impact reviewed by: Sammy Wilk
(Form Board Approved 7/10/07)

**PRIVATE INSTRUCTIONAL PERSONNEL ACCESS
AGREEMENT FOR SERVICES PURSUANT TO FLORIDA
STATUTE §1003.572**

THIS AGREEMENT is entered into by and between The School Board of Citrus County, Florida, a political subdivision of the State of Florida and a body of corporate pursuant to §1001.40, Florida Statutes, whose address is 1007 West Main Street, Inverness, Florida, 34450, hereinafter referred to as "School Board" and McCoy Behavioral Services whose principal address is 480 CR 44, Eustis, FL 32726 hereinafter referred to as "Community Agency", "§1003.572 Agency", or "§1003.572 Private Instructional Personnel," as appropriated.

WHEREAS, a purpose of this Agreement is to provide compliance with §1003.572, Fla. Stat. pursuant to which the community agencies and employees thereof, or Private Instructional Personnel, will be permitted to deliver services to students enrolled in Citrus County district schools at each students' school of enrollment;

WHEREAS, various community agencies desire to be permitted and authorized to provide to observe students, collaborate with instructional personnel, and provide services to students enrolled in Citrus County district schools at each students' school of enrollment;

WHEREAS, the School Board desires to facilitate the delivery of services by various community-based agencies to persons who are students in various Citrus County district schools; and

WHEREAS, under §1003.572, Fla. Stat., the parent(s) are permitted to have Private Instructional Personnel in the following areas: (a) individuals certified under s. 393.17 or licensed under Chapter 490 or 491 for applied behavior analysis services as defined in ss. 627.6686 and 641.31098; (b) speech language pathologists licensed under s. 468.1185; (c) occupational therapists licensed under part III of Chapter 468; (d) physical therapist licensed under Chapter 485; (e) psychologists licensed under Chapter 490; or (f) clinical social workers licensed under Chapter 491 to provide services as the students' schools of enrollment.

NOW THEREFORE, in consideration of the premises and mutual understandings herein stated, the parties hereto agree as follows:

1. That the foregoing recitals are true and correct, and that each recital is incorporated herein by reference.
2. That the term of this Agreement is **August 13, 2019 – May 29, 2020**.
3. That the undersigned Community Agency will be permitted to deliver services to students enrolled in the Citrus County district schools at each student's school of enrollment.
4. That the undersigned §1003.572 or §1003.572 Private Instructional Personnel will be permitted to deliver professional services to students enrolled in Citrus County district schools at each student's school of enrollment.
5.
 - a. That the times at which said services may be provided at a given school shall be subject to the specific approval of the school's principal and the student's teacher or teachers. No access to a school or student will be provided until compliance with the access terms contained herein have been verified by the respective school's principal.¹
 - b. An Access Information Form must be completed for each student served under this Agreement. A copy of the Form is attached as Exhibit "A" to this Agreement and made a part hereof for all purposes by attachment, reference, and adoption. All information required by the Access Information Form must be provided as a condition of access under this Agreement.
6.
 - a. The location within a given school wherein the services are to be delivered shall be designated by the school's principal.
 - b. The time period when a student is to be served outside of his or her class shall be determined by the principal.
7. The Community Agency, §1003.572 Agency, or each person employed by the Community Agency or §1003.572 Agency, or the §1003.572 Private

¹ The term "principal" includes assistant principal, but does not include dean, guidance counselor, or other non-administrative personnel.

Instructional Personnel providing services under this agreement shall:

- a. provide the school in advance and in writing with the names, addresses, social security numbers² , and telephone numbers for the specific persons who will be providing services under this Agreement;
- b. present credentials identifying them as an employee or agency of the Community Agency, §1003.572 Agency or as the §1003.572 Private Instructional Personnel providing services;
- c. present photo identification (such as a valid Florida driver's license) as requested by school or school district personnel;
- d. sign in upon arrival at the designated school through the District Raptor system, shall wear and prominently display the issued identification badge at all times, and sign out upon leaving;
- e. comply with the background screening/background security check requirements set forth in § 435.04, Fla. Stat., subject to exclusion from participation under this Agreement pursuant to §435.06, Fla. Stat.,;
- f. clearance shall be handled by the District Human Resources Department;
- g. submit to a fingerprint background screening by school district officials, at the expense of the person requesting access, unless that person has been previously screened at Level II, and is identified in the shared fingerprint database maintained by the Florida Department of Law Enforcement; and
- h. acknowledge that misuse of the District issued Raptor ID badge per Paragraph 7 d. shall be cause for immediate termination of access privileges and such other action deemed appropriate by the Superintendent.³

² Social Security numbers are required in order for a complete background screening by school district officials and for the issuance of a photo I.D. access badge.

³ Superintendent shall include Assistant Superintendent.

8. The Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel providing services under this Agreement are independent contractors and shall be solely responsible for determining the services to be provided to a given student, shall be solely responsible for the delivery of such services to a given student, and shall not be subject to the direct supervision or supervisory control of The School Board of Citrus County, Florida, its employees or agents regarding the determination of services to be delivered and the delivery of such services.
9. Florida law provides that the collaboration of public school personnel and §1003.572 Private Instructional Personnel shall be designed to enhance, but not supplant, the school district's responsibilities under IDEA, and the provision of private instruction personnel by a parent does not constitute a waiver of the student's or parent's right to a free and appropriate education under IDEA. Moreover, Florida law provides that collaboration of public and private instructional personnel will work to promote the education progress and assist students in acquiring essential skills. Public and private instructional personnel shall undertake collaborative programming. Thus, the Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel shall collaborate with the student's parent(s), teachers, and principal to avoid duplication or conflicting services or plans.
10. Neither the Community Agency or its officers, employees, agents or representatives, the §1003.572 Agency or its officers, employees, agents or representatives, or any §1003.572 Private Instructional Personnel providing services under this Agreement shall be considered an employee, agent, servant, or representative of the School Board and such persons are not authorized to represent themselves as employees, agents, servants, or representatives of the School Board, or to obligate or bind the School Board in any manner.
11. The Community Agency, §1003.572 Agency, and each §1003.572 Private Instructional Personnel providing services under this agreement shall:

- a. provide evidence of commercial general liability insurance on an occurrence basis with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability;
 - i. there shall be no exclusions for contracted liability;
 - ii. The School Board of Citrus County, Florida / School District of Citrus County, Florida shall be named as an additional insured for claims arising out of this policy without limitation or exception.
 - b. shall provide evidence of workers' compensation insurance for all employees providing services under this Agreement, unless exempt by law;
 - c. shall provide evidence of professional liability and errors and omissions coverage for each individual serving in a professional status. Liability coverage shall be on a claims basis policy, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate;
 - d. all coverage must be written by a carrier that has and maintains a rating of "A" or better and a financial size category of "VII" or better according to A.M. Best Company, and is licensed in the State of Florida;
 - e. all insurance required by this Agreement shall be subject to approval by the School Board Risk Management Department both as to coverage and the insurance carrier.
12. No student will be referred to a Community Agency for services without the specific written consent of the student's parent or legal guardian. Such consent shall, among other things, acknowledge that the School Board is not responsible for determining what services shall be provided to the student, who shall deliver those services, or the means and manner by which said

services shall be delivered.

13. a. The Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel providing services under this Agreement and the School Board specifically agree that the sole obligation undertaken by the School Board/school under this Agreement is to endeavor to provide a non-classroom area at a specific school that may be utilized by the Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel for the delivery of services.
- b. Services will not be delivered in a student's classroom, unless the school's principal and the classroom teacher determine that such services may be delivered in the classroom without disruption to the educational process and without disrupting other students in the classroom. The availability of a non-classroom area shall be the decision of the school's principal.
- c. Classroom observation of a student is subject to the notice of requirement and the frequency and duration of any observation(s) shall be determined by the school's principal and the classroom teacher in order to minimize classroom disruption of core classes or subjects.
14. The Community Agency and its officers, employees, agents, representatives, contractors, and sub-contractors, each §1003.572 Agency, and each §1003.572 Private Instructional Personnel providing services under this Agreement shall fully comply with the requirements of §1002.22, Fla. Stat; Fla. Admin. Code R. 6A-1.0955; 20 U.S.C. 1232g (FERPA); 34 C.P.R. §99.31 and §99.33; and any other law or regulation, either federal or state, regarding confidentiality of student information and records.
15. The Community Agency and each §1003.572 Agency shall provide a current list of all employees providing services under this Agreement.
16. Each person executing this Agreement on behalf of the School Board,

Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel are duly authorized to execute this Agreement and same shall not be repudiated by reason of lack of authority in the event of any litigation arising out of the delivery of services by the Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel providing services under this Agreement to any Citrus County public student.

17. Each person providing services under this Agreement shall fully complete and execute Exhibit "A" which shall be maintained by the school at which services are provided.
18. The venue for any suit, court action, or litigation arising out of or under this Agreement shall be Citrus County, Florida.
19. A waiver by either party of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of the Agreement.
20. The Community Agency, §1003.572 Agency, or §1003.572 Private Instructional Personnel providing services under this Agreement shall defend, fully indemnify, and hold harmless The School Board of Citrus County, Florida, and its employees for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against same, including attorney's fees and investigation expenses (pre-suit, suit, trial appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the Community Agency, §1003.572 Private Instructional Personnel, or §1003.572 Agency, its employees, agents or servants, or any intentional or negligent acts or omissions of the school or its employees, agents, or servants arising out of the use of any facility, or the provision of any services pursuant to this Agreement and for any violation of Citrus County public

students under this Agreement including any violation of provision 14 herein. This provision shall survive the termination of this Agreement and shall remain in full force and effect until the expiration of any statute of limitations.

21. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

IF MCCOY BEHAVIORAL SERVICES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MCCOY BEHAVIORAL SERVICES'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER, EMAIL ADDRESS: BLAIRL@CITRUS.K12.FL.US AND PUBLICRECORD@CITRUSSCHOOLS.ORG; TELEPHONE NUMBER: 352-726-1931 EXT. 2211, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

McCoy Behavioral Services is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- 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 the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the McCoy Behavioral Services does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of McCoy Behavioral Services or keep and maintain public records required by the School Board to perform the service. If McCoy Behavioral Services transfers all public records to the School Board upon completion of the contract, McCoy Behavioral Services shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If McCoy Behavioral Services keeps and maintains public records upon completion of the contract, McCoy Behavioral Services shall meet all applicable requirements for retaining public records. All

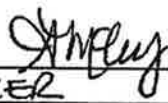
McCoy Behavioral Services is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- 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 the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the McCoy Behavioral Services does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of McCoy Behavioral Services or keep and maintain public records required by the School Board to perform the service. If McCoy Behavioral Services transfers all public records to the School Board upon completion of the contract, McCoy Behavioral Services shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If McCoy Behavioral Services keeps and maintains public records upon completion of the contract, McCoy Behavioral Services shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. The failure of the McCoy Behavioral Services to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

The School Board of Citrus County, Florida

By: _____
Title: _____
Date: _____

McCoy Behavioral Services

By: AMANDA MCCOY 
Title: OPERATIONS OFFICER
Date: 7/19/17

This form will be completed per each student once agreement is approved.

ACCESS INFORMATION FORM 2019-2020

Student Name: _____ DOB: _____ Student School: _____

PERSON PROVIDING SERVICES

Person Providing Services: _____ Phone: _____

Address: _____ E-mail: _____

AGENCY INFORMATION

Name of Agency: _____ Primary Contact: _____

Address: _____ Phone: _____ E-mail: _____

Agency Issuing License and License Number: _____

Summary of Services: _____

Term of Service: _____ Frequency of Service: _____

Agency Supervisor: _____ Signature: _____ Date: _____

PARENT ACKNOWLEDGEMENT

Parent signature acknowledges that:

1. Student was not referred to a Community Agency for mental health services by The School Board of Citrus County, Florida and that The School Board of Citrus County, Florida is not responsible for determining what services shall be provided to the student, who shall deliver those services, or the means and manner by which said services shall be delivered.

Parent Name: _____ Signature: _____ Date: _____

Provider Name: _____ Signature: _____ Date: _____

SCHOOL MEETING

Day of Week	Time of Day	Duration (i.e. 30 minutes)	Term (i.e. 6 months)	Location on Campus

Teacher Name: _____ Signature: _____ Date: _____

Provider Name: _____ Signature: _____ Date: _____

Principal Name: _____ Signature: _____ Date: _____

Background Check Approved: _____ Date: _____

Insurance Approved: _____ Date: _____

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting

Requested by: Eric Stokes & Tina Moser,

Department of Facilities, Construction & Maintenance

Additional contact(s)/originator Jonny Bishop Department of School Support Services

Document Title Pre-Qualification of Contractors for Educational Facilities Construction

Board Action Required:

Presentation/Recognition _____ Information _____

Consideration/Approval Approve Pre-Qualification of Contractors for Educational Facilities

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached X available in district office _____ other _____

Executive Summary / Highlights:

Information reviewed by the pre-qualification committee is available in Facilities and Construction. The pre-qualification review is ongoing.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.

Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Jimmy White

(Form Board Approved 7/10/07)

August 2019

Assessment of Applications for Pre-qualification of Contractors

There are no new applications for pre-qualification of contractors for consideration.

Assessment of Applications for Renewal of Pre-qualification Certificate

NAME OF COMPANY	LETTER OF INTENT FROM SURETY COMPANY	AUDITED FINANCIAL INFORMATION	COMMITTEE RECOMMENDATION	PRE-QUALIFIED TO BID ON OR QUALIFY FOR THIS TYPE OF PROJECT	TOTAL DOLLAR VALUE OF WORK NOT TO EXCEED	MAXIMUM DOLLAR VALUE OF EACH INDIVIDUAL PROJECT	EXPIRATION DATE
COLLIS ROOFING, INC. P. O. Box 520668, Longwood, FL, 32752	A+	N/A	Approve	Roofing Contractor	\$15,000,000	\$3,000,000	8/11/2020
H. J. HIGH CONSTRUCTION COMPANY 1015 West Amelia Street, Orlando, FL, 32805	A++	N/A	Approve	General Construction Contractor Construction Management at Risk	\$100,000,000	\$50,000,000 \$50,000,000	8/11/2020
HENNESSY CONSTRUCTION SERVICES CORP. 2300 22nd Street North, St. Petersburg, FL, 33713	A++	N/A	Approve	General Construction Contractor Construction Management at Risk	\$50,000,000	\$30,000,000 \$30,000,000	8/11/2020
PHILLIPS & JORDAN, INCORPORATED 8940 Gall Blvd, Zephyrhills, FL, 33541	A	N/A	Approve	Site Work/ Underground Utilities Contractor	\$1,000,000,000	\$101,666,010	8/11/2020
WINKEL CONSTRUCTION, INC. 1919 W. Main Street, Inverness, FL, 34452	A+	N/A	Approve	General Construction Contractor	\$8,000,000	\$3,000,000	8/11/2020

Assessment of Applications for Amended Pre-qualification Certificates

There are no firms requesting an amended pre-qualification certificate.

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting

Requested by: Eric Stokes, Department of Facilities, Construction & Maintenance

Additional contact(s)/originator Jonny Bishop Department of School Support Services

Document Title Professional Service Agreement for the Lecanto High School Partial Heating, Ventilating, and Air Conditioning Replacement.

Board Action Required:

Presentation/Recognition _____ Information _____

Consideration/Approval Approve the Professional Service Agreement for the Lecanto High School Partial Heating, Ventilating, and Air Conditioning Replacement.

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached X available in district office _____ other _____

Executive Summary / Highlights: This is the engineer's agreement for the Lecanto High School Partial Heating, Ventilating, and Air Conditioning Replacement.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.

Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: \$78,195

Amount Budgeted \$951,494 Additional Amount Requested _____

Funding Source: 4577

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Sammy White

(Form Board Approved 7/10/07)

PROFESSIONAL SERVICE AGREEMENT

PROJECT NAME AND LOCATION: Partial Heating, Ventilating, and Air Conditioning Replacement

Lecanto High School
3810 West Educational Path
Lecanto, Florida 34461

PROFESSIONAL:

Verrando Engineering Co., Inc.
1111 N.E. 25th Avenue
Suite 401
Ocala, Florida 34470

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made as of this Ninth day of July , 2019, between The School Board of Citrus County, Florida, whose address is 1007 West Main Street, Inverness, Florida 34450 (hereinafter referred to as the "SCHOOL BOARD"), and Verrando Engineering Co., Inc., whose address is Address, 1111 N.E. 25th Ave., Suite 401, Ocala, Florida 34470, (hereinafter referred to as the "PROFESSIONAL").

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Services:** The PROFESSIONAL shall perform the following services: SEE EXHIBITS "A & B," which are attached and incorporated by reference herein. Nothing herein shall limit the SCHOOL BOARD'S right to obtain proposals or services from other professionals for similar projects.
2. **Insurance:**
 - A. The PROFESSIONAL shall maintain throughout this Agreement the following insurance:
 - (i) Professional liability insurance in the amount of One Million Dollars (\$1,000,000);
 - (ii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the PROFESSIONAL, in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
 - (iii) Comprehensive General Liability, including Contractor's Protective Liability and Product – Completed Operations – Coverage and Contractual Liability - in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
 - (iv) Workers' Compensation Insurance for all employees of the PROFESSIONAL as applicable and required by Florida Statutes.
 - B. "The School Board of Citrus County, Florida and its members, officers and employees" shall be an additional named insured on the comprehensive liability and automobile liability coverages/policies listed above.
 - C. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the PROFESSIONAL.
 - D. The PROFESSIONAL shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
 - (i) The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better according to the latest edition of Best's Key Rating Guide,

published by A.M. Best Company; or

- (ii) With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

E. Neither approval nor failure to disapprove the insurance furnished by the PROFESSIONAL to the School Board shall relieve the PROFESSIONAL of the PROFESSIONAL'S full responsibility to provide insurance as required under this Agreement.

F. The PROFESSIONAL shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the PROFESSIONAL. If the insurance is scheduled to expire during the contractual period, the PROFESSIONAL shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration.

G. Unless otherwise notified, the certificate of insurance shall be delivered to:

Facilities and Construction Department
Citrus County School Board, Building 100
1007 West Main Street
Inverness, Florida 34450

H. The name and address of the Certificate Holder on the certificate of insurance must be:

The School Board of Citrus County, Florida
1007 West Main Street
Inverness, Florida 34450

I. In the event that PROFESSIONAL fails to maintain insurance as described in Section 2, paragraph A of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement. If such a breach occurs, then PROFESSIONAL agrees that SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD's rights.

3. **Indemnification:** The PROFESSIONAL shall indemnify the SCHOOL BOARD and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The obligation of the PROFESSIONAL to indemnify the SCHOOL BOARD shall be limited to acts, omissions, or defaults of the PROFESSIONAL and any contractors, subcontractors, sub-subcontractors, materialmen, agents, or employees of the PROFESSIONAL, providing labor, services or materials in connection with the project; provided however that the PROFESSIONAL shall not be obligated to indemnify the SCHOOL BOARD against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the SCHOOL BOARD, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts,

omissions or defaults of the PROFESSIONAL and any contractors, subcontractors, sub-subcontractors, materialmen, agents, or employees of the PROFESSIONAL, providing labor, services or materials in connection with this Agreement. Pursuant to § 558.0035(c), *Fla. Stat.* an individual employee or agent of the Professional may not be held liable for negligence.

4. **Codes, Laws, and Regulations:** PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
5. **Permits, Licenses, and Fees:** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.
6. **Access to Records:** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. PROFESSIONAL shall ensure that such records are available for examination by the SCHOOL BOARD during PROFESSIONAL'S normal business hours. PROFESSIONAL shall maintain such records for a period of three (3) years after the date of the invoice.
7. **Contingent Fees Prohibited:** The PROFESSIONAL warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SCHOOL BOARD shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.
8. **Payment:** SCHOOL BOARD shall compensate PROFESSIONAL for their services in the following manner: SEE EXHIBIT "A" and "C," which are attached and incorporated by reference herein. SCHOOL BOARD shall also pay to PROFESSIONAL, in accordance with the provisions of EXHIBIT "A," certain "Reimbursable Expenses" incurred by the PROFESSIONAL in the interest of services provided for in this Agreement. Invoices shall be sent to the SCHOOL BOARD once monthly. All invoices shall be paid within thirty (30) days of receipt. No other costs or services shall be billed to the SCHOOL BOARD.
9. **Ownership of Documents:** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information, and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the SCHOOL BOARD who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the SCHOOL BOARD's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

10. **Independent Contractor:** The PROFESSIONAL agrees that he or she is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.
11. **Assignment:** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
12. **No Third-Party Beneficiaries:** This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.
13. **Jurisdiction:** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Citrus County, Florida.
14. **Term and Termination:** The term of this Agreement shall be for an initial term, up through and including three (3) years. All or part of this Agreement may be terminated by the SCHOOL BOARD, for its convenience, upon not less than seven (7) days written notice to the PROFESSIONAL of such intent to terminate. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination.
15. **Contact Person:** The primary contact person under this Agreement for the PROFESSIONAL shall be _Matthew Verrando. The primary contact person under this Agreement for the SCHOOL BOARD shall be Sandra Himmel, Superintendent of Schools.
16. **Approval of Contractors:** The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the PROFESSIONAL services on behalf of PROFESSIONAL pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, SCHOOL BOARD may require that the PROFESSIONAL assign a different person or persons to be the contact person or to perform the PROFESSIONAL services hereunder.
17. **Disclosure of Conflict:** The PROFESSIONAL has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and its duties under this Agreement.
18. **Background Investigations:** The PROFESSIONAL represents and warrants to the SCHOOL BOARD that the PROFESSIONAL has fingerprinted and obtained criminal background investigations required by Florida Statute Sections 1012.32 and 1012.465, as amended by the Jessica Lunsford Act, on all personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds.

The PROFESSIONAL hereby agrees not to permit its personnel access on school grounds when students are present, to have direct contact with students or have access to or control of school funds, if that personnel has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any crime outlined in Florida Statute Section 435.04 (2), or any comparable statute of another state or of the federal government, including, but not limited to, crimes involving moral turpitude or crimes against children. The PROFESSIONAL shall provide the SCHOOL BOARD with proof of such investigations upon request. The PROFESSIONAL agrees that in the event any employee who the PROFESSIONAL has certified as successfully completing a background investigation is later found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any crime outlined in Florida Statute Section 435.04 (2), or any comparable statute of another state or of the federal government, including, but not limited to, crimes involving moral turpitude or crimes against children, the PROFESSIONAL shall notify the SCHOOL BOARD as soon as practicable and that employee will no longer be permitted on school grounds when students are present, will no longer have direct contact with students and will not have access to or control of school funds. The PROFESSIONAL agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from the PROFESSIONAL'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32 and 1012.465, as amended by the Jessica Lunsford Act.

19. **Modifications and Amendments.** This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.
20. **Subcontracts and Assignment.** PROFESSIONAL shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the SCHOOL BOARD. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance, and indemnification provisions.
21. **Entire Agreement.** This constitutes the entire agreement between SCHOOL BOARD and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.
22. **Severability Clause.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.
23. **Notices.**
 - a.) All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

SCHOOL BOARD: Superintendent
1007 West Main Street
Inverness, Florida 34450

PROFESSIONAL: Verrando Engineering, Co., Inc.
1111 N.E. 25th Avenue, Suite 401
Ocala, Florida 34470

- b.) All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
 - c.) The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company.
 - d.) Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.
24. **Authority.** Each person signing this Agreement on behalf of either party individually Warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“PROFESSIONAL”

Verrando Engineering Co., Inc.

By: _____

Matthew Verrando, P.E.

Its: President/Engineer

Date: _____

“SCHOOL BOARD”

**THE SCHOOL BOARD OF CITRUS
COUNTY, FLORIDA**

By _____,
Thomas Kennedy, Chairman

Date: _____

Approved as to form:

Wes Bradshaw, School Board Attorney

Attest:

Sandra Himmel, Superintendent

Date: _____

EXHIBIT "A"
GENERAL CONDITIONS

The PROFESSIONAL shall provide professional services to the SCHOOL BOARD as the project architect or engineer for the following Project: Lecanto High School Partial HVAC Replacement.

ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.

1.1.2 PROJECT PARAMETERS

1.1.2.1 Objective: Partial Replacement of the Heating, Ventilating, & Air Conditioning Systems at Lecanto High School.

1.1.2.2 Physical Parameters: Not Applicable

1.1.2.3 SCHOOL BOARD'S Program: The program is described in Exhibit 'D'.

1.1.2.4 Legal Parameters: To be determined by mutual agreement

1.1.2.5 Financial Parameters: The financial parameters are as follows: Amount of the SCHOOL BOARD'S budget for the Cost of the Construction Work, excluding the PROFESSIONAL'S compensation is \$752,918.00.

1.1.2.6 Time Parameters: The SCHOOL BOARD plans to begin and complete construction as soon as possible.

1.1.2.7 The proposed procurement or delivery method for the Project is design/bid/build.

1.1.3 PROJECT TEAM

1.1.3.1 The SCHOOL BOARD'S Designated Representative is:
Sandra Himmel, Superintendent of Schools

1.1.3.2 The PROFESSIONAL'S Designated Representative is:
Matthew R. Verrando

1.1.3.3 The consultants retained at the PROFESSIONAL'S expense are:

M/E/P Engineering & Technology: In-house
Civil Engineering: Not Applicable
Structural Engineering: As Required / TBD
Other: Not Applicable

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The SCHOOL BOARD and the PROFESSIONAL shall, whenever practicable, cooperate so as to effectively complete their respective tasks required by this Agreement. The Parties shall also endeavor to facilitate cooperation among all members of the Project team.

1.2.2 SCHOOL BOARD'S RESPONSIBILITIES

1.2.2.1 The SCHOOL BOARD shall whenever practicable provide full information to the PROFESSIONAL regarding the various requirements of the Project.

1.2.2.2 The SCHOOL BOARD may periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The SCHOOL BOARD shall endeavor to provide the PROFESSIONAL with information regarding any such proposed updates or changes to the budget.

1.2.2.3 The SCHOOL BOARD'S Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the SCHOOL BOARD'S behalf with respect to the Project. However, such representative shall not have authority to alter or amend this Agreement.

1.2.2.4 The SCHOOL BOARD may furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the PROFESSIONAL to furnish them as a Change in Services when such services are requested by the PROFESSIONAL and are, in the sole discretion of the SCHOOL BOARD, reasonably required by the scope of the project.

1.2.3 PROFESSIONAL'S RESPONSIBILITIES

1.2.3.1 The services performed by the PROFESSIONAL, PROFESSIONAL'S employees, and PROFESSIONAL'S consultants shall be as set forth in Article 1.4, and any other related services specifically requested, in writing, by the SCHOOL BOARD.

1.2.3.2 The PROFESSIONAL'S services shall be performed both expeditiously and with professional skill and care required for the orderly progress of the Project. The PROFESSIONAL shall submit for the SCHOOL BOARD'S approval a schedule for the performance of the PROFESSIONAL'S services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which may be adjusted, if, in the sole opinion of the SCHOOL BOARD, such adjustments are necessary, as the Project proceeds. This schedule shall include allowances for consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the SCHOOL BOARD shall not, except for reasonable cause, be exceeded by the PROFESSIONAL or the SCHOOL BOARD, unless, in the sole opinion of the SCHOOL BOARD, such delays are reasonable.

1.2.3.3 The PROFESSIONAL'S Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the PROFESSIONAL'S behalf with respect to the project.

1.2.3.4 The PROFESSIONAL shall maintain the confidentiality of information specifically designated as confidential by the SCHOOL BOARD, unless withholding such information would violate the law. The PROFESSIONAL shall require of the PROFESSIONAL'S consultants' similar agreements to maintain the confidentiality of information specifically designated as confidential by the SCHOOL BOARD.

1.2.3.5 Except with the SCHOOL BOARD'S knowledge and consent, the PROFESSIONAL shall not engage in any activity, or accept any employment, interest or contribution that would, in the sole opinion of the SCHOOL BOARD, compromise the PROFESSIONAL'S judgment with respect to this Project.

1.2.3.6 The PROFESSIONAL shall both review and ensure compliance with any and all laws, codes, and regulations applicable to the PROFESSIONAL'S services. The PROFESSIONAL shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The PROFESSIONAL shall provide prompt written notice to the SCHOOL BOARD if the PROFESSIONAL becomes aware of any errors, omissions or inconsistencies in services or information furnished by the SCHOOL BOARD or the SCHOOL BOARD'S Representative.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost, or to the extent the Project is not completed, the estimated cost to the SCHOOL BOARD of all elements of the Project designed or specified by the PROFESSIONAL.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the SCHOOL BOARD and equipment designed, specified, or selected by the PROFESSIONAL, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

1.3.1.3 The Cost of the Work does not include the compensation of the PROFESSIONAL and the PROFESSIONAL'S consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the SCHOOL BOARD.

1.3.2 CHANGE IN SERVICES

1.3.2.1 The SCHOOL BOARD may require Changes in Services of the PROFESSIONAL, including services required of the PROFESSIONAL'S consultants without invalidating the Agreement, if mutually agreed in writing

1.3.3 MISCELLANEOUS PROVISIONS

1.3.3.1 The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Citrus County, Florida.

1.3.3.2 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 SCHOOL BOARD or the PROFESSIONAL.

1.3.3.3 The PROFESSIONAL shall have the right to include photographic or artistic representations of the design of the Project among the PROFESSIONAL'S promotional and professional materials. However,

the PROFESSIONAL'S materials shall not include the SCHOOL BOARD'S confidential or propriety information.

1.3.3.4 If the SCHOOL BOARD requests the PROFESSIONAL to execute certificates, the proposed language of such certificates shall be submitted to the PROFESSIONAL for review within a reasonable period prior to the requested dates of execution. The PROFESSIONAL shall not be required to execute certificates that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

1.3.3.5 The SCHOOL BOARD and the PROFESSIONAL, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the SCHOOL BOARD nor the PROFESSIONAL shall assign this Agreement without the written consent of the other, except that the SCHOOL BOARD may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the SCHOOL BOARD'S rights and obligations under this Agreement. The PROFESSIONAL shall execute all consents reasonably required to facilitate such assignment.

1.3.4 TERMINATION OR SUSPENSION

1.3.4.1 All or part of this Agreement may be terminated by the SCHOOL BOARD for its convenience on seven (7) days written notice to the PROFESSIONAL. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination.

1.3.5 PAYMENTS TO THE PROFESSIONAL

1.3.5.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the PROFESSIONAL'S statement of services.

1.3.5.2 Reimbursable Expenses are in addition to compensation for the PROFESSIONAL'S services and include expenses incurred by the PROFESSIONAL and PROFESSIONAL'S employees and consultants directly related to the Project, as identified in the following Clauses:

1. fees paid for securing approval of authorities having jurisdiction over the Project;
2. expense of overtime work requiring higher than regular rates if authorized in advance, in writing, by the SCHOOL BOARD;
3. renderings, models, and mock-ups requested by the SCHOOL BOARD;
4. reproductions and binding, except as described in Subparagraph 2.4.3.1 at rates not to exceed the following:

Blueline or bond prints _____	\$.25/sf
8 1/2 X 11 bond single side copies _____	\$.035 sheet
8 1/2 X 11 copy on card stock (Project Manual covers) _____	\$.20 sheet
1" GBC binder and binding _____	\$1.50/each
2" GBC binder and binding _____	\$2.00/each
3" GBC binder and binding _____	\$2.00/each
Screw post binders and binding (3 per project manual) _____	\$1.75/each

All reproductions and binding shall be authorized in advance, in writing, by the SCHOOL BOARD. Plotting is not a reimbursable expense.

5. The School Board shall not pay for travel time and shall not pay for postage, handling, and delivery of documents
6. Reimbursable expenses shall not exceed \$250.00 unless authorized in advance, in writing, by the SCHOOL BOARD.

1.3.5.3 The PROFESSIONAL shall provide Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense to the SCHOOL BOARD or the SCHOOL BOARD'S authorized representative along with PROFESSIONAL'S invoices submitted to the SCHOOL BOARD under this Agreement.

1.3.5.4 Direct Personnel Expense is defined as the direct salaries of the PROFESSIONAL'S personnel engaged on the Project.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the SCHOOL BOARD and the PROFESSIONAL and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the SCHOOL BOARD and the PROFESSIONAL. This Agreement comprises the documents listed below.

1.4.1.1 General Conditions (Exhibit "A")

1.4.1.2 Professional's Services (Exhibit "B")

1. The PROFESSIONAL will provide HVAC design related to this project.
2. The PROFESSIONAL shall warrant to the best of his knowledge and belief that the Construction Documents comply with all applicable codes and regulations.

ARTICLE 1.5 COMPENSATION

1.5.1 For the PROFESSIONAL'S services as described under Article 1.4, compensation shall be computed as follows:

Compensation shall be based upon a fixed fee of: Seventy-Eight Thousand One Hundred Ninety-Five Dollars and No Cents (\$78,195.00). Progress payments per phase shall total the following percentages:

Design Development Phase:	twenty-five	percent (25%)	\$16,623.75
Construction Documents Phase:	fifty	percent (50%)	\$33,247.50
Bidding or Negotiation Phase:	five	percent (5%)	\$ 3,324.75
Construction Phase	twenty	percent (20%)	\$13,299.00
<u>Pre-Design Test and Balance</u>			<u>\$11,700.00</u>
Total Compensation	one hundred	percent (100%)	\$78,195.00

The Parties understand and agree that the Construction Phase compensation shall be payable to the

PROFESSIONAL in direct relationship to the percentage of completed construction minus retainage held each month.

1.5.2 If the services of the PROFESSIONAL are changed as described in Subparagraph 1.3. 2.1, the PROFESSIONAL shall be compensated for such additional services as mutually agreed in writing or in accordance with the Rate Schedule attached as Exhibit "C" if authorized in advance, in writing, by the SCHOOL BOARD.

1.5.3 For a Change in Services of the PROFESSIONAL'S consultants, compensation shall be computed as a multiple of one and fifteen hundredths (1.15) times the amounts billed to the PROFESSIONAL for such services if authorized in advance, in writing, by the SCHOOL BOARD.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.5.2, the compensation shall be computed as a multiple of one and one tenth (1.10) times the expenses incurred by the PROFESSIONAL and the PROFESSIONAL'S employees and consultants except for fees paid for securing approval of authorities having jurisdiction over the project as described in Paragraph 1.3.5.2.1. That compensation shall be a multiple of one point zero (1.0) times the expenses incurred by the PROFESSIONAL and the PROFESSIONAL'S employees and consultants directly related to the project.

1.5.5 Payments are due and payable thirty (30) days from the date of the PROFESSIONAL'S invoice.

Exhibit “B”

**PROFESSIONAL’S SERVICES
DESIGN AND CONTRACT ADMINISTRATION**

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The PROFESSIONAL shall provide management services and administer the Project. The PROFESSIONAL shall consult with the SCHOOL BOARD, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The PROFESSIONAL shall coordinate the services provided by the PROFESSIONAL and the PROFESSIONAL’S consultants with those services provided by the SCHOOL BOARD and the SCHOOL BOARD’S consultants.

2.1.2 When Project requirements have been sufficiently identified, the PROFESSIONAL shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the SCHOOL BOARD, design services furnished by the PROFESSIONAL, completion of documentation provided by the PROFESSIONAL, commencement of construction and substantial completion of the Work.

2.1.3 The PROFESSIONAL shall consider the value of the alternative materials, building systems and equipment, together with other considerations based on program, budget, and aesthetics in developing the design for the Project.

2.1.4 Upon request of the SCHOOL BOARD, the PROFESSIONAL shall make a presentation to explain the design of the Project to representatives of the SCHOOL BOARD.

2.1.5 The PROFESSIONAL shall submit design documents to the SCHOOL BOARD at intervals appropriate to the design process for purposes of evaluation and approval by the SCHOOL BOARD.

2.1.6 The PROFESSIONAL shall assist the SCHOOL BOARD in connection with the SCHOOL BOARD’S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 When the Project requirements have been sufficiently identified the PROFESSIONAL shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume, or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the PROFESSIONAL shall advise the SCHOOL BOARD of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the PROFESSIONAL’S estimate of the Cost of the Work exceeds the SCHOOL BOARD’S budget, the PROFESSIONAL shall make appropriate recommendations to the SCHOOL BOARD to adjust to Project’s size, quality, or budget.

2.1.7.2 In preparing estimates of the Cost of the Work, the PROFESSIONAL shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component system and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project, and to include in the Contract Documents alternate bids as may be

necessary to adjust the estimated Cost of the Work to meet the SCHOOL BOARD'S budget for the Cost of the Work.

2.1.7.3 If bidding or negotiation has not commenced within 90 days after the PROFESSIONAL submits the Construction Documents to the SCHOOL BOARD, then the SCHOOL BOARD may adjust the budget for the Cost of the Work to reflect changes in the general level of prices in the construction industry.

2.1.7.4 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the SCHOOL BOARD shall:

1. give written approval of an increase in the budget for the Cost of the Work
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 1.3.4; or
4. cooperate in revising the Project scope and quality as required to reduce the Cost of the Work

2.1.7.5 If the SCHOOL BOARD chooses to proceed under Clause 2.1.7.4, the PROFESSIONAL without additional compensation, shall modify the documents for which the PROFESSIONAL is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work.

ARTICLE 2.2 SUPPORTING SERVICES

2.2.1 Unless specifically designated herein , the services in this Article 2.2 shall be provided by the SCHOOL BOARD or the SCHOOL BOARD'S consultants and contractors.

2.2.1.1 The SCHOOL BOARD shall furnish surveys to describe physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referred to a Project benchmark.

2.2.1.2 The SCHOOL BOARD shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

2.3.1 The PROFESSIONAL shall provide a preliminary evaluation of the information furnished by the SCHOOL BOARD under this Agreement, including the SCHOOL BOARD'S program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The PROFESSIONAL shall review such information to ascertain that it is consistent with the requirements of the Project, shall notify the SCHOOL BOARD of any other information or consultant services that may be reasonably needed for the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.3.2 The PROFESSIONAL shall provide a preliminary evaluation of the SCHOOL BOARD'S site for the Project based on the information provided by the SCHOOL BOARD of site conditions, and the

SCHOOL BOARD'S program, schedule, and budget for the Cost of the Work.

2.3.3 The PROFESSIONAL shall review the SCHOOL BOARD'S proposed method of contacting for construction services and shall notify the SCHOOL BOARD of anticipated impacts that such method may have on the SCHOOL BOARD'S program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

2.4.1 The PROFESSIONAL'S design services shall include normal structural, mechanical, and electrical engineering services.

2.4.2 SCHEMATIC DESIGN DOCUMENTS

2.4.2.1 This Project does not include Schematic Design Documents

2.4.3 DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1 The PROFESSIONAL shall provide Design Development Documents based on the updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size, and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

2.4.4 CONSTRUCTION DOCUMENTS

2.4.4.1 The PROFESSIONAL shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2 During the development of the Construction Documents, the PROFESSIONAL shall assist the SCHOOL BOARD in the development and preparation of: (1) bidding and procurement information which describes the time, place, and conditions of bidding; bidding or proposal forms; and the form of agreement between the SCHOOL BOARD and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The PROFESSIONAL also shall compile the Project Manual that includes the Conditions of the Contract the Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1 The PROFESSIONAL shall assist the SCHOOL BOARD in obtaining either competitive bids or negotiated proposals and shall assist the SCHOOL BOARD in awarding and preparing contracts for construction.

2.5.2 The PROFESSIONAL shall assist the SCHOOL BOARD in establishing a list of prospective bidders or contractors.

2.5.3 The PROFESSIONAL shall assist the SCHOOL BOARD in bid validation or proposal evaluation

and determination of the successful bid or proposal, if any. If requested by the SCHOOL BOARD, the PROFESSIONAL shall notify all prospective bidders or contractors of the bid or contractors of the bid or proposal results.

2.5.4 COMPETITIVE BIDDING

2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions, and Supplementary Conditions, Specifications, and Drawings.

2.5.4.2 If requested by the SCHOOL BOARD, the PROFESSIONAL shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The SCHOOL BOARD shall pay directly for the cost of reproduction or shall reimburse the PROFESSIONAL for such expenses.

2.5.4.3 If requested by the SCHOOL BOARD, the PROFESSIONAL shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The PROFESSIONAL shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.5.4.4 The PROFESSIONAL shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

2.5.4.5 The PROFESSIONAL shall participate in or, at the SCHOOL BOARD'S direction, shall organize and conduct a pre-bid conference for prospective bidders.

2.5.4.6 The PROFESSIONAL shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.5.4.7 The PROFESSIONAL shall participate in or, at the SCHOOL BOARD'S direction, shall organize and conduct the opening of the bids. The PROFESSIONAL shall subsequently document and distribute the bidding results, as directed by the SCHOOL BOARD.

2.5.5 NEGOTIATED PROPOSALS

2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions, and Supplementary Conditions, Specifications, and Drawings.

2.5.5.2 If requested by the SCHOOL BOARD, the PROFESSIONAL shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The SCHOOL BOARD shall pay directly for the cost of reproduction or shall reimburse the PROFESSIONAL for such expenses.

2.5.5.3 If requested by the SCHOOL BOARD, the PROFESSIONAL shall organize and participate in selection interviews with prospective contractors.

2.5.5.4 The PROFESSIONAL shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda subsequently identifying approved substitutions to all prospective contractors.

2.5.5.5 If requested by the SCHOOL BOARD, the PROFESSIONAL shall assist the SCHOOL BOARD

during negotiations with prospective contractors. The PROFESSIONAL shall subsequently prepare a summary report of the negotiation results, as directed by the SCHOOL BOARD.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

2.6.1 GENERAL ADMINISTRATION

2.6.1.1 The PROFESSIONAL shall provide administration of the Contract between the SCHOOL BOARD and the Contractor as set forth below. SCHOOL BOARD shall provide General Conditions of the contract for construction.

2.6.1.2 The PROFESSIONAL'S responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates upon the issuance to the SCHOOL BOARD of the final Certificate for Payment.

2.6.1.3 The PROFESSIONAL shall be a representative of and shall advise and consult with the SCHOOL BOARD during the provision of the Contract Administration Services. The PROFESSIONAL shall have authority to act on behalf of the SCHOOL BOARD only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.1.4 The PROFESSIONAL shall review requests by the Contractor for additional information about the Contract Documents.

2.6.1.5 If requested, the PROFESSIONAL shall prepare, reproduce, and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The PROFESSIONAL, as a representative of the SCHOOL BOARD, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the SCHOOL BOARD and the PROFESSIONAL, (1) to become generally familiar with and to keep the SCHOOL BOARD informed about the progress and quality of the portion of the Work completed, (2) TO GUARD THE SCHOOL BOARD against defects and deficiencies in the Work, and (3) to determine if the Work is being performed in accordance with the Contact Documents.

2.6.2.2 The PROFESSIONAL shall report to the SCHOOL BOARD any deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.

2.6.2.3 The PROFESSIONAL shall, if practicable, have access to the Work wherever it is in preparation or progress.

2.6.2.4 The PROFESSIONAL shall have authority to reject Work that does not conform to the Contract Documents. The PROFESSIONAL will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed.

2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 The PROFESSIONAL shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The PROFESSIONAL'S certification for payment shall

constitute a representation to the SCHOOL BOARD that the Work has progressed to the point indicated and that, to the best of the PROFESSIONAL'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion (2) to results of subsequent tests and inspections, and (3) to correction of minor deviations from the Contract Documents prior to completion.

2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the PROFESSIONAL has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.3.3 The PROFESSIONAL shall maintain a record of the Contractor's Applications for payment.

2.6.4 SUBMITTALS

2.6.4.1 The PROFESSIONAL shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples. The PROFESSIONAL'S action shall be taken with such promptness as to cause no delay in the Work or in the activities of the SCHOOL BOARD, Contractor, or separate contractors.

2.6.4.2 The PROFESSIONAL shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the PROFESSIONAL shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the PROFESSIONAL. The PROFESSIONAL shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.5 CHANGES IN THE WORK

2.6.5.1 The PROFESSIONAL shall prepare Change Orders, Contingency Authorizations and Construction Change Directives for the SCHOOL BOARD'S approval and execution in accordance with the Contract Documents. If requested by the SCHOOL BOARD, the PROFESSIONAL shall prepare, reproduce, and distribute Drawings and Specifications to describe Work to be added, deleted, or modified.

2.6.5.2 The PROFESSIONAL shall assist the SCHOOL BOARD in reviewing properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to allow a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the PROFESSIONAL determines that requested changes in the Work are not materially different from the requirements of the Contract Documents and do not change the contract sum or contract time, the PROFESSIONAL may recommend a minor modification to the Work or may recommend to the SCHOOL BOARD that the requested change be denied.

2.6.5.3 If the PROFESSIONAL determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the

PROFESSIONAL shall make a recommendation to the SCHOOL BOARD, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the PROFESSIONAL shall estimate the additional cost and time that might result from such change. After approval by the SCHOOL BOARD, the PROFESSIONAL shall incorporate those estimates into a Change Order or other appropriate documentation for the SCHOOL BOARD'S execution or negotiation with the Contractor.

2.6.5.4 The PROFESSIONAL shall maintain records relative to changes in the Work.

2.6.6 PROJECT COMPLETION

2.6.6.1 The PROFESSIONAL shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the SCHOOL BOARD, for the SCHOOL BOARD'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.6.2 The PROFESSIONAL'S inspection shall be conducted with the SCHOOL BOARD'S Representative's Designee to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.6.6.3 When the Work is found to be substantially complete, the PROFESSIONAL shall inform the SCHOOL BOARD about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.6.6.4 The PROFESSIONAL shall receive from the Contractor and forward to the SCHOOL BOARD: (1) consent of surety or sureties, if any, to requests for reduction in or partial release of retainage or making of final payment (2) affidavits, receipts, releases and waivers of liens or binds indemnifying the SCHOOL BOARD against liens if required by the SCHOOL BOARD.

ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 The PROFESSIONAL shall meet with the SCHOOL BOARD'S Representative's Designee promptly after Substantial Completion to review the need for facility operation services.

2.7.2 Upon request of the SCHOOL BOARD, and prior to the expiration of one year from the date of Substantial Completion, the PROFESSIONAL shall conduct a meeting with the SCHOOL BOARD and the SCHOOL BOARD'S Representative's Designee to review the facility operations and performance and to make appropriate recommendations to the SCHOOL BOARD.

ARTICLE 2.8 SCHEDULING OF SERVICES

2.8.1 The following Design and Contract Administration Services shall be provided by the PROFESSIONAL as a Change in Services in accordance with Paragraph 1.3.2:

1. providing consultation concerning placement of Work resulting from fire or other related cause during construction;

ARTICLE 2.9 OTHER CONDITIONS OR SERVICES

2.9.1 The PROFESSIONAL, if requested by the SCHOOL BOARD, shall attend SCHOOL BOARD meetings to obtain required approvals.

2.9.2 The PROFESSIONAL shall provide the SCHOOL BOARD with one set of standard size recordable only compact discs (CD-R) of the bid documents at the completion of the project. Specifications shall be Microsoft Word 2016 compatible and drawings shall be AutoCAD LT 2012 compatible.

2.9.3 Truth in Negotiation Certificate

The PROFESSIONAL certifies that if this Agreement is a lump sum or cost plus a fixed fee professional service Agreement over \$150,000, wage rates and other factual costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the SCHOOL BOARD determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following final acceptance of the Project.

2.9.4 The PROFESSIONAL shall respond to the Florida Building Code plan review entity mandates in a timely manner.

2.9.5 The PROFESSIONAL shall assist the SCHOOL BOARD and CONTRACTOR in conducting a user orientation program to the Project prior to its use. The PROFESSIONAL shall require the CONTRACTOR to provide clear and understandable users' manuals for district, maintenance, and school staff.

2.9.6 Florida Department of Education Life Cycle Cost Analysis (LCCA), and Florida Energy Efficiency Code for Building Code Construction submittals, if required to obtain a Florida Building Code permit for construction are included in the PROFESSIONAL'S Work.

2.9.7 The PROFESSIONAL and each of his consultants shall prepare a field report each time any of them perform a field inspection. The PROFESSIONAL and each of his consultants shall provide the SCHOOL BOARD with a copy of all such field reports.

2.9.8 The PROFESSIONAL shall comply with the Energy-efficient and Sustainable Buildings Florida Statute 255.2575(2). As a part of the Design Development submittal the PROFESSIONAL shall provide the SCHOOL BOARD with a report documenting how the statutory requirements will be met. At Substantial completion of the project, the PROFESSIONAL shall complete Exhibit 'E'. Florida Department of Education Office of Educational Facilities, Certificate of Occupancy certifying the High Performance Green Building Standard Used and the Rating Achieved (if certified). At the end of the Project the PROFESSIONAL shall provide the SCHOOL BOARD with a signed and sealed updated report showing how the statutory requirements were met.

2.9.9 Notwithstanding any language to the contrary in this Agreement or the Conditions of the Contract for Construction, the parties agree that Florida statutes 218.72 and 218.735 govern all of the SCHOOL BOARD'S payment obligations for this Project. Accordingly, those statutory provisions take precedence over any conflicting language in the contract documents.

2.9.10 Notwithstanding the foregoing, the SCHOOL BOARD intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2.9.11 PUBLIC RECORDS

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT, AT 352-726-1931 ext. 2270, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

Professional is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- 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 the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Professional does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Professional or keep and maintain public records required by the School Board to perform the service. If Professional transfers all public records to the School Board upon completion of the contract, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the contract, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. The failure of the Professional to comply with the provisions set forth in this shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

2.9.12 At the end of the project, the PROFESSIONAL shall execute and submit Exhibit 'F', Public Records to the SCHOOL BOARD.

Exhibit 'C'
Rate Schedule for Additional Services

1. The PROFESSIONAL shall perform any Additional Services specifically requested, in writing, by the SCHOOL BOARD at the following hourly rates:

Principal Engineer	\$149.75
Registered Engineer	\$116.35
Designer or Drafter	\$ 86.85
Administrative	\$ 48.20

Payments for Reimbursable Expenses incurred shall be made monthly upon presentation of the PROFESSIONAL'S statement of services in accordance with Section 1.3.5.

2. Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following detail for each separate task performed:
- (a) the date the task was performed;
 - (b) identification, by name or initials, of the person performing the task;
 - (c) a description, with reasonable particularity, of the task;
 - (d) the actual time expended to perform the task; provided, however, that the actual time may be rounded up to the nearest one-tenth of an hour;
 - (e) the hourly rate applicable to the individual performing the task; and
 - (f) the fee being charged for the task.
3. Block or bundled billing entries, in which two or more tasks are blocked or bundled together into a single billing entry, are prohibited.

Exhibit 'D'

The Scope of work includes:

- 1.) At Lecanto High School:
 - A.) Basic engineering scope of services includes a one for one replacement of the existing units on building one.
 - B.) General evaluation of the condition of ductwork and grilles, and the review of existing space for heating and cooling load calculations.
 - C.) Pre-testing of the existing duct work to obtain the existing air flows and evaluate the condition of the existing ductwork. Pre-testing will be performed by a qualified testing agency. This cost will be included in the consultant's fee as an allowance and billed at actual cost.

Return completed form as needed to:
 Office of Educational Facilities
 325 West Gaines Street, Room 1054
 Tallahassee, Florida 32399-0400
 (850) 245-0494
 Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
 Office of Educational Facilities
CERTIFICATE OF OCCUPANCY

OEFL USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over \$300,000.
 Reproduce this form in sufficient quantity for your use.

RE: _____ (School District Florida College)
 _____ (School Name Campus)
 _____ Description of Project
 _____ EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: _____ Date: _____
 Superintendent President Designee

Intended Occupancy Date: _____

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used (S. 255.2575(2), F.S.) _____ Rating achieved _____

Name (Type or Print) _____ License # _____ Expiration Date _____

Signature: _____ Date _____
 Architect Engineer

Building Official:

Name (Type or Print) _____ License # _____ Expiration Date _____

Signature: _____ Certificate Of Occupancy Date _____

Contractor:

Name (Type or Print) _____ License # _____ Expiration Date _____

Threshold Inspector (if applicable):

Name (Type or Print) _____ License # _____ Expiration Date _____

Project Information

Code/Edition _____ Occupancy Type(s) _____ As-built lowest floor elevation (for new construction) _____
 Construction Type(s) _____ Occupant Load _____

Automatic Sprinkler System required Yes No District/Florida College Permit Number _____

Special Permit Stipulations _____

*Safety systems include, but are not limited to: existing; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply and sewage disposal as they apply to this project

‘Exhibit ‘F’

PUBLIC RECORDS

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT, AT 352-726-1931 ext. 2270, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

Professional is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- 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 the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Professional does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Professional or keep and maintain public records required by the School Board to perform the service. If Professional transfers all public records to the School Board upon completion of the contract, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the contract, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board’s custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. The failure of the Professional to comply with the provisions set forth in this shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

By my signature below, I affirm that public records are in compliance with Florida State Statute 119.0701 and that the attached documents meet the transfer requirements of Exhibit “F.”

Project: _____

By: _____

Print: _____

Title: _____

Name of PROFESSIONAL: _____

Date: _____

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting
Requested by: Eric Stokes, Department of Facilities, Construction & Maintenance
Additional contact(s)/originator Jonny Bishop Department of School Support Services
Document Title Professional Service Agreement for the Inverness Middle School Re-Roof, Bldg. 5.

Board Action Required:

Presentation/Recognition _____ Information _____
Consideration/Approval Approve the Professional Service Agreement for the Inverness Middle School Re-Roof, Bldg. 5.

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached X available in district office _____ other _____

Executive Summary / Highlights: This is the architect's agreement for the Inverness Middle School Re-Roof, Bldg. 5.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: \$14,886

Amount Budgeted \$183,933 Additional Amount Requested _____

Funding Source: 4580

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Sammy Miller

(Form Board Approved 7/10/07)

PROFESSIONAL SERVICE AGREEMENT

PROJECT NAME AND LOCATION: Re-Roof Portions of Building 5 of Inverness Middle School

Inverness Middle School
1950 US-41
Inverness, Florida 34450

PROFESSIONAL:

Rogers & Sark Consulting, Inc.
2021 Palm Lane
Orlando, Florida 32803

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made as of this thirteenth day of August , 2019, between The School Board of Citrus County, Florida, whose address is 1007 West Main Street, Inverness, Florida 34450 (hereinafter referred to as the "SCHOOL BOARD"), and Rogers & Sark Consulting, Inc., whose address is 2021 Palm Lane, Orlando, Florida 32803, (hereinafter referred to as the "PROFESSIONAL").

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Services:** The PROFESSIONAL shall perform the following services: SEE EXHIBITS "A & B," which are attached and incorporated by reference herein. Nothing herein shall limit the SCHOOL BOARD'S right to obtain proposals or services from other professionals for similar projects.
2. **Insurance:**
 - A. The PROFESSIONAL shall maintain throughout this Agreement the following insurance:
 - (i) Professional liability insurance in the amount of One Million Dollars (\$1,000,000);
 - (ii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the PROFESSIONAL, in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
 - (iii) Comprehensive General Liability, including Contractor's Protective Liability and Product – Completed Operations – Coverage and Contractual Liability - in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
 - (iv) Workers' Compensation Insurance for all employees of the PROFESSIONAL as applicable and required by Florida Statutes.
 - B. "The School Board of Citrus County, Florida and its members, officers and employees" shall be an additional named insured on the comprehensive liability and automobile liability coverages/policies listed above.
 - C. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the PROFESSIONAL.
 - D. The PROFESSIONAL shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
 - (i) The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better according to the latest edition of Best's Key Rating Guide,

published by A.M. Best Company; or

(ii) With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

E. Neither approval nor failure to disapprove the insurance furnished by the PROFESSIONAL to the School Board shall relieve the PROFESSIONAL of the PROFESSIONAL'S full responsibility to provide insurance as required under this Agreement.

F. The PROFESSIONAL shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the PROFESSIONAL. If the insurance is scheduled to expire during the contractual period, the PROFESSIONAL shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration.

G. Unless otherwise notified, the certificate of insurance shall be delivered to:

Facilities and Construction Department
Citrus County School Board, Building 100
1007 West Main Street
Inverness, Florida 34450

H. The name and address of the Certificate Holder on the certificate of insurance must be:

The School Board of Citrus County, Florida
1007 West Main Street
Inverness, Florida 34450

I. In the event that PROFESSIONAL fails to maintain insurance as described in Section 2, paragraph A of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement. If such a breach occurs, then PROFESSIONAL agrees that SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD'S rights.

3. **Indemnification:** The PROFESSIONAL shall indemnify the SCHOOL BOARD and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The obligation of the PROFESSIONAL to indemnify the SCHOOL BOARD shall be limited to acts, omissions, or defaults of the PROFESSIONAL and any contractors, subcontractors, sub-subcontractors, materialmen, agents, or employees of the PROFESSIONAL, providing labor, services or materials in connection with the project; provided however that the PROFESSIONAL shall not be obligated to indemnify the SCHOOL BOARD against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the SCHOOL BOARD, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts,

omissions or defaults of the PROFESSIONAL and any contractors, subcontractors, sub-subcontractors, materialmen, agents, or employees of the PROFESSIONAL, providing labor, services or materials in connection with this Agreement. Pursuant to § 558.0035(c), *Fla. Stat.* an individual employee or agent of the Professional may not be held liable for negligence.

4. **Codes, Laws, and Regulations:** PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
5. **Permits, Licenses, and Fees:** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.
6. **Access to Records:** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. PROFESSIONAL shall ensure that such records are available for examination by the SCHOOL BOARD during PROFESSIONAL'S normal business hours. PROFESSIONAL shall maintain such records for a period of three (3) years after the date of the invoice.
7. **Contingent Fees Prohibited:** The PROFESSIONAL warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SCHOOL BOARD shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.
8. **Payment:** SCHOOL BOARD shall compensate PROFESSIONAL for their services in the following manner: SEE EXHIBIT "A" and "C," which are attached and incorporated by reference herein. SCHOOL BOARD shall also pay to PROFESSIONAL, in accordance with the provisions of EXHIBIT "A," certain "Reimbursable Expenses" incurred by the PROFESSIONAL in the interest of services provided for in this Agreement. Invoices shall be sent to the SCHOOL BOARD once monthly. All invoices shall be paid within thirty (30) days of receipt. No other costs or services shall be billed to the SCHOOL BOARD.
9. **Ownership of Documents:** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information, and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the SCHOOL BOARD who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the SCHOOL BOARD's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

10. **Independent Contractor:** The PROFESSIONAL agrees that he or she is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.
11. **Assignment:** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
12. **No Third-Party Beneficiaries:** This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.
13. **Jurisdiction:** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Citrus County, Florida.
14. **Term and Termination:** The term of this Agreement shall be for an initial term, up through and including three (3) years. All or part of this Agreement may be terminated by the SCHOOL BOARD, for its convenience, upon not less than seven (7) days written notice to the PROFESSIONAL of such intent to terminate. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination.
15. **Contact Person:** The primary contact person under this Agreement for the PROFESSIONAL shall be William Rogers. The primary contact person under this Agreement for the SCHOOL BOARD shall be Sandra Himmel, Superintendent of Schools.
16. **Approval of Contractors:** The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the PROFESSIONAL services on behalf of PROFESSIONAL pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, SCHOOL BOARD may require that the PROFESSIONAL assign a different person or persons to be the contact person or to perform the PROFESSIONAL services hereunder.
17. **Disclosure of Conflict:** The PROFESSIONAL has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and its duties under this Agreement.
18. **Background Investigations:** The PROFESSIONAL represents and warrants to the SCHOOL BOARD that the PROFESSIONAL has fingerprinted and obtained criminal background investigations required by Florida Statute Sections 1012.32 and 1012.465, as amended by the Jessica Lunsford Act, on all personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds.

The PROFESSIONAL hereby agrees not to permit its personnel access on school grounds when students are present, to have direct contact with students or have access to or control of school funds, if that personnel has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any crime outlined in Florida Statute Section 435.04 (2), or any comparable statute of another state or of the federal government, including, but not limited to, crimes involving moral turpitude or crimes against children. The PROFESSIONAL shall provide the SCHOOL BOARD with proof of such investigations upon request. The PROFESSIONAL agrees that in the event any employee who the PROFESSIONAL has certified as successfully completing a background investigation is later found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any crime outlined in Florida Statute Section 435.04 (2), or any comparable statute of another state or of the federal government, including, but not limited to, crimes involving moral turpitude or crimes against children, the PROFESSIONAL shall notify the SCHOOL BOARD as soon as practicable and that employee will no longer be permitted on school grounds when students are present, will no longer have direct contact with students and will not have access to or control of school funds. The PROFESSIONAL agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from the PROFESSIONAL'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32 and 1012.465, as amended by the Jessica Lunsford Act.

19. **Modifications and Amendments.** This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.
20. **Subcontracts and Assignment.** PROFESSIONAL shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the SCHOOL BOARD. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance, and indemnification provisions.
21. **Entire Agreement.** This constitutes the entire agreement between SCHOOL BOARD and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.
22. **Severability Clause.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.
23. **Notices.**
 - a.) All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

SCHOOL BOARD: Superintendent
1007 West Main Street
Inverness, Florida 34450

PROFESSIONAL: Rogers & Sark Consulting, Inc.
2021 Palm Lane
Orlando, Florida 32803

- b.) All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
 - c.) The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company.
 - d.) Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.
24. **Authority.** Each person signing this Agreement on behalf of either party individually Warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"PROFESSIONAL"

Rogers and Sark Consulting, Inc.

By: 

William E. Rogers, AIA

Its: President/Architect

Date: 25 July 2019

"SCHOOL BOARD"

**THE SCHOOL BOARD OF CITRUS
COUNTY, FLORIDA**

By _____,
Thomas Kennedy, Chairman

Date: _____

Approved as to form:

Wes Bradshaw, School Board Attorney

Attest:

Sandra Himmel, Superintendent

Date: _____

EXHIBIT "A"
GENERAL CONDITIONS

The PROFESSIONAL shall provide professional services to the SCHOOL BOARD as the project architect or engineer for the following Project: Re-Roof Portions of Building 5 of Inverness Middle School.

ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.

1.1.2 PROJECT PARAMETERS

1.1.2.1 Objective: Re-Roof Portions of Building 5 of Inverness Middle School

1.1.2.2 Physical Parameters: Not Applicable

1.1.2.3 SCHOOL BOARD'S Program: The program is described in Exhibit 'D'.

1.1.2.4 Legal Parameters: To be determined by mutual agreement

1.1.2.5 Financial Parameters: The financial parameters are as follows: Amount of the SCHOOL BOARD'S budget for the Cost of the Construction Work, excluding the PROFESSIONAL'S compensation is \$ 147,000.00.

1.1.2.6 Time Parameters: The SCHOOL BOARD plans to begin and complete construction as soon as possible.

1.1.2.7 The proposed procurement or delivery method for the Project is design/bid/build.

1.1.3 PROJECT TEAM

1.1.3.1 The SCHOOL BOARD'S Designated Representative is:
Sandra Himmel, Superintendent of Schools

1.1.3.2 The PROFESSIONAL'S Designated Representative is:
William Rogers

1.1.3.3 The consultants retained at the PROFESSIONAL'S expense are:

M/E/P Engineering & Technology: If required, to be determined
Civil Engineering: Not applicable
Structural Engineering: If required, to be determined
Other: Not Applicable

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The SCHOOL BOARD and the PROFESSIONAL shall, whenever practicable, cooperate so as to effectively complete their respective tasks required by this Agreement. The Parties shall also endeavor to facilitate cooperation among all members of the Project team.

1.2.2 SCHOOL BOARD'S RESPONSIBILITIES

1.2.2.1 The SCHOOL BOARD shall whenever practicable provide full information to the PROFESSIONAL regarding the various requirements of the Project.

1.2.2.2 The SCHOOL BOARD may periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The SCHOOL BOARD shall endeavor to provide the PROFESSIONAL with information regarding any such proposed updates or changes to the budget.

1.2.2.3 The SCHOOL BOARD'S Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the SCHOOL BOARD'S behalf with respect to the Project. However, such representative shall not have authority to alter or amend this Agreement.

1.2.2.4 The SCHOOL BOARD may furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the PROFESSIONAL to furnish them as a Change in Services when such services are requested by the PROFESSIONAL and are, in the sole discretion of the SCHOOL BOARD, reasonably required by the scope of the project.

1.2.3 PROFESSIONAL'S RESPONSIBILITIES

1.2.3.1 The services performed by the PROFESSIONAL, PROFESSIONAL'S employees, and PROFESSIONAL'S consultants shall be as set forth in Article 1.4, and any other related services specifically requested, in writing, by the SCHOOL BOARD.

1.2.3.2 The PROFESSIONAL'S services shall be performed both expeditiously and with professional skill and care required for the orderly progress of the Project. The PROFESSIONAL shall submit for the SCHOOL BOARD'S approval a schedule for the performance of the PROFESSIONAL'S services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which may be adjusted, if, in the sole opinion of the SCHOOL BOARD, such adjustments are necessary, as the Project proceeds. This schedule shall include allowances for consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the SCHOOL BOARD shall not, except for reasonable cause, be exceeded by the PROFESSIONAL or the SCHOOL BOARD, unless, in the sole opinion of the SCHOOL BOARD, such delays are reasonable.

1.2.3.3 The PROFESSIONAL'S Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the PROFESSIONAL'S behalf with respect to the project.

1.2.3.4 The PROFESSIONAL shall maintain the confidentiality of information specifically designated as confidential by the SCHOOL BOARD, unless withholding such information would violate the law. The PROFESSIONAL shall require of the PROFESSIONAL'S consultants' similar agreements to maintain the confidentiality of information specifically designated as confidential by the SCHOOL BOARD.

1.2.3.5 Except with the SCHOOL BOARD'S knowledge and consent, the PROFESSIONAL shall not engage in any activity, or accept any employment, interest or contribution that would, in the sole opinion of the SCHOOL BOARD, compromise the PROFESSIONAL'S judgment with respect to this Project.

1.2.3.6 The PROFESSIONAL shall both review and ensure compliance with any and all laws, codes, and regulations applicable to the PROFESSIONAL'S services. The PROFESSIONAL shall respond in the

design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The PROFESSIONAL shall provide prompt written notice to the SCHOOL BOARD if the PROFESSIONAL becomes aware of any errors, omissions or inconsistencies in services or information furnished by the SCHOOL BOARD or the SCHOOL BOARD'S Representative.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost, or to the extent the Project is not completed, the estimated cost to the SCHOOL BOARD of all elements of the Project designed or specified by the PROFESSIONAL.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the SCHOOL BOARD and equipment designed, specified, or selected by the PROFESSIONAL, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

1.3.1.3 The Cost of the Work does not include the compensation of the PROFESSIONAL and the PROFESSIONAL'S consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the SCHOOL BOARD.

1.3.2 CHANGE IN SERVICES

1.3.2.1 The SCHOOL BOARD may require Changes in Services of the PROFESSIONAL, including services required of the PROFESSIONAL'S consultants without invalidating the Agreement, if mutually agreed in writing

1.3.3 MISCELLANEOUS PROVISIONS

1.3.3.1 The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Citrus County, Florida.

1.3.3.2 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 SCHOOL BOARD or the PROFESSIONAL.

1.3.3.3 The PROFESSIONAL shall have the right to include photographic or artistic representations of the design of the Project among the PROFESSIONAL'S promotional and professional materials. However, the PROFESSIONAL'S materials shall not include the SCHOOL BOARD'S confidential or propriety information.

1.3.3.4 If the SCHOOL BOARD requests the PROFESSIONAL to execute certificates, the proposed language of such certificates shall be submitted to the PROFESSIONAL for review within a reasonable period prior to the requested dates of execution. The PROFESSIONAL shall not be required to execute

certificates that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

1.3.3.5 The SCHOOL BOARD and the PROFESSIONAL, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the SCHOOL BOARD nor the PROFESSIONAL shall assign this Agreement without the written consent of the other, except that the SCHOOL BOARD may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the SCHOOL BOARD'S rights and obligations under this Agreement. The PROFESSIONAL shall execute all consents reasonably required to facilitate such assignment.

1.3.4 TERMINATION OR SUSPENSION

1.3.4.1 All or part of this Agreement may be terminated by the SCHOOL BOARD for its convenience on seven (7) days written notice to the PROFESSIONAL. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination.

1.3.5 PAYMENTS TO THE PROFESSIONAL

1.3.5.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the PROFESSIONAL'S statement of services.

1.3.5.2 Reimbursable Expenses are in addition to compensation for the PROFESSIONAL'S services and include expenses incurred by the PROFESSIONAL and PROFESSIONAL'S employees and consultants directly related to the Project, as identified in the following Clauses:

1. fees paid for securing approval of authorities having jurisdiction over the Project;
2. expense of overtime work requiring higher than regular rates if authorized in advance, in writing, by the SCHOOL BOARD;
3. renderings, models, and mock-ups requested by the SCHOOL BOARD;
4. reproductions and binding, except as described in Subparagraph 2.4.3.1 at rates not to exceed the following:

Blueline or bond prints _____	\$.25/sf
8 1/2 X 11 bond single side copies _____	\$.035 sheet
8 1/2 X 11 copy on card stock (Project Manual covers) _____	\$.20 sheet
1" GBC binder and binding _____	\$1.50/each
2" GBC binder and binding _____	\$2.00/each
3" GBC binder and binding _____	\$2.00/each
Screw post binders and binding (3 per project manual) _____	\$1.75/each

All reproductions and binding shall be authorized in advance, in writing, by the SCHOOL BOARD. Plotting is not a reimbursable expense.

5. The School Board shall not pay for travel time and shall not pay for postage, handling, and delivery of documents

6. Reimbursable expenses shall not exceed \$250.00 unless authorized in advance, in writing, by the SCHOOL BOARD.

1.3.5.3 The PROFESSIONAL shall provide Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense to the SCHOOL BOARD or the SCHOOL BOARD'S authorized representative along with PROFESSIONAL'S invoices submitted to the SCHOOL BOARD under this Agreement.

1.3.5.4 Direct Personnel Expense is defined as the direct salaries of the PROFESSIONAL'S personnel engaged on the Project.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the SCHOOL BOARD and the PROFESSIONAL and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the SCHOOL BOARD and the PROFESSIONAL. This Agreement comprises the documents listed below.

1.4.1.1 General Conditions (Exhibit "A")

1.4.1.2 Professional's Services (Exhibit "B")

1. The PROFESSIONAL will provide the Roofing design related to this facility.
2. The PROFESSIONAL shall warrant to the best of his knowledge and belief that the Construction Documents comply with all applicable codes and regulations.

ARTICLE 1.5 COMPENSATION

1.5.1 For the PROFESSIONAL'S services as described under Article 1.4, compensation shall be computed as follows:

Compensation shall be based upon a fixed fee of: Fourteen Thousand Eight Hundred and Eighty-Six Dollars and No Cents (\$ 14,886.00). Progress payments per phase shall total the following percentages:

Design Development Phase:	twenty-five	percent (25%)	\$ 3,721.50
Construction Documents Phase:	fifty	percent (50%)	\$ 7,443.00
Bidding or Negotiation Phase:	five	percent (5%)	\$ 744.30
Construction Phase	twenty	percent (20%)	\$ 2,977.20
<hr/>			
Total Compensation	one hundred	percent (100%)	<u>\$14,886.00</u>

The Parties understand and agree that the Construction Phase compensation shall be payable to the PROFESSIONAL in direct relationship to the percentage of completed construction minus retainage held each month.

1.5.2 If the services of the PROFESSIONAL are changed as described in Subparagraph 1.3. 2.1, the PROFESSIONAL shall be compensated for such additional services as mutually agreed in writing or in accordance with the Rate Schedule attached as Exhibit "C" if authorized in advance, in writing, by the

SCHOOL BOARD.

1.5.3 For a Change in Services of the PROFESSIONAL'S consultants, compensation shall be computed as a multiple of one and fifteen hundredths (1.15) times the amounts billed to the PROFESSIONAL for such services if authorized in advance, in writing, by the SCHOOL BOARD.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.5.2, the compensation shall be computed as a multiple of one and one tenth (1.10) times the expenses incurred by the PROFESSIONAL and the PROFESSIONAL'S employees and consultants except for fees paid for securing approval of authorities having jurisdiction over the project as described in Paragraph 1.3.5.2.1. That compensation shall be a multiple of one point zero (1.0) times the expenses incurred by the PROFESSIONAL and the PROFESSIONAL'S employees and consultants directly related to the project.

1.5.5 Payments are due and payable thirty (30) days from the date of the PROFESSIONAL'S invoice.

Exhibit “B”

**PROFESSIONAL’S SERVICES
DESIGN AND CONTRACT ADMINISTRATION**

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The PROFESSIONAL shall provide management services and administer the Project. The PROFESSIONAL shall consult with the SCHOOL BOARD, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The PROFESSIONAL shall coordinate the services provided by the PROFESSIONAL and the PROFESSIONAL’S consultants with those services provided by the SCHOOL BOARD and the SCHOOL BOARD’S consultants.

2.1.2 When Project requirements have been sufficiently identified, the PROFESSIONAL shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the SCHOOL BOARD, design services furnished by the PROFESSIONAL, completion of documentation provided by the PROFESSIONAL, commencement of construction and substantial completion of the Work.

2.1.3 The PROFESSIONAL shall consider the value of the alternative materials, building systems and equipment, together with other considerations based on program, budget, and aesthetics in developing the design for the Project.

2.1.4 Upon request of the SCHOOL BOARD, the PROFESSIONAL shall make a presentation to explain the design of the Project to representatives of the SCHOOL BOARD.

2.1.5 The PROFESSIONAL shall submit design documents to the SCHOOL BOARD at intervals appropriate to the design process for purposes of evaluation and approval by the SCHOOL BOARD.

2.1.6 The PROFESSIONAL shall assist the SCHOOL BOARD in connection with the SCHOOL BOARD’S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 When the Project requirements have been sufficiently identified the PROFESSIONAL shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume, or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the PROFESSIONAL shall advise the SCHOOL BOARD of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the PROFESSIONAL’S estimate of the Cost of the Work exceeds the SCHOOL BOARD’S budget, the PROFESSIONAL shall make appropriate recommendations to the SCHOOL BOARD to adjust to Project’s size, quality, or budget.

2.1.7.2 In preparing estimates of the Cost of the Work, the PROFESSIONAL shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component system and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project, and to include in the Contract Documents alternate bids as may be

necessary to adjust the estimated Cost of the Work to meet the SCHOOL BOARD'S budget for the Cost of the Work.

2.1.7.3 If bidding or negotiation has not commenced within 90 days after the PROFESSIONAL submits the Construction Documents to the SCHOOL BOARD, then the SCHOOL BOARD may adjust the budget for the Cost of the Work to reflect changes in the general level of prices in the construction industry.

2.1.7.4 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the SCHOOL BOARD shall:

1. give written approval of an increase in the budget for the Cost of the Work
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 1.3.4; or
4. cooperate in revising the Project scope and quality as required to reduce the Cost of the Work

2.1.7.5 If the SCHOOL BOARD chooses to proceed under Clause 2.1.7.4, the PROFESSIONAL without additional compensation, shall modify the documents for which the PROFESSIONAL is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work.

ARTICLE 2.2 SUPPORTING SERVICES

2.2.1 Unless specifically designated herein , the services in this Article 2.2 shall be provided by the SCHOOL BOARD or the SCHOOL BOARD'S consultants and contractors.

2.2.1.1 The SCHOOL BOARD shall furnish surveys to describe physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referred to a Project benchmark.

2.2.1.2 The SCHOOL BOARD shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

2.3.1 The PROFESSIONAL shall provide a preliminary evaluation of the information furnished by the SCHOOL BOARD under this Agreement, including the SCHOOL BOARD'S program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The PROFESSIONAL shall review such information to ascertain that it is consistent with the requirements of the Project, shall notify the SCHOOL BOARD of any other information or consultant services that may be reasonably needed for the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.3.2 The PROFESSIONAL shall provide a preliminary evaluation of the SCHOOL BOARD'S site for the Project based on the information provided by the SCHOOL BOARD of site conditions, and the

SCHOOL BOARD'S program, schedule, and budget for the Cost of the Work.

2.3.3 The PROFESSIONAL shall review the SCHOOL BOARD'S proposed method of contacting for construction services and shall notify the SCHOOL BOARD of anticipated impacts that such method may have on the SCHOOL BOARD'S program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

2.4.1 The PROFESSIONAL'S design services shall include normal structural, mechanical, and electrical engineering services.

2.4.2 SCHEMATIC DESIGN DOCUMENTS

2.4.2.1 This Project does not include Schematic Design Documents

2.4.3 DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1 The PROFESSIONAL shall provide Design Development Documents based on the updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size, and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

2.4.4 CONSTRUCTION DOCUMENTS

2.4.4.1 The PROFESSIONAL shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2 During the development of the Construction Documents, the PROFESSIONAL shall assist the SCHOOL BOARD in the development and preparation of: (1) bidding and procurement information which describes the time, place, and conditions of bidding; bidding or proposal forms; and the form of agreement between the SCHOOL BOARD and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The PROFESSIONAL also shall compile the Project Manual that includes the Conditions of the Contract the Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1 The PROFESSIONAL shall assist the SCHOOL BOARD in obtaining either competitive bids or negotiated proposals and shall assist the SCHOOL BOARD in awarding and preparing contracts for construction.

2.5.2 The PROFESSIONAL shall assist the SCHOOL BOARD in establishing a list of prospective bidders or contractors.

2.5.3 The PROFESSIONAL shall assist the SCHOOL BOARD in bid validation or proposal evaluation

and determination of the successful bid or proposal, if any. If requested by the SCHOOL BOARD, the PROFESSIONAL shall notify all prospective bidders or contractors of the bid or contractors of the bid or proposal results.

2.5.4 COMPETITIVE BIDDING

2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions, and Supplementary Conditions, Specifications, and Drawings.

2.5.4.2 If requested by the SCHOOL BOARD, the PROFESSIONAL shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The SCHOOL BOARD shall pay directly for the cost of reproduction or shall reimburse the PROFESSIONAL for such expenses.

2.5.4.3 If requested by the SCHOOL BOARD, the PROFESSIONAL shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The PROFESSIONAL shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.5.4.4 The PROFESSIONAL shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

2.5.4.5 The PROFESSIONAL shall participate in or, at the SCHOOL BOARD'S direction, shall organize and conduct a pre-bid conference for prospective bidders.

2.5.4.6 The PROFESSIONAL shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.5.4.7 The PROFESSIONAL shall participate in or, at the SCHOOL BOARD'S direction, shall organize and conduct the opening of the bids. The PROFESSIONAL shall subsequently document and distribute the bidding results, as directed by the SCHOOL BOARD.

2.5.5 NEGOTIATED PROPOSALS

2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions, and Supplementary Conditions, Specifications, and Drawings.

2.5.5.2 If requested by the SCHOOL BOARD, the PROFESSIONAL shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The SCHOOL BOARD shall pay directly for the cost of reproduction or shall reimburse the PROFESSIONAL for such expenses.

2.5.5.3 If requested by the SCHOOL BOARD, the PROFESSIONAL shall organize and participate in selection interviews with prospective contractors.

2.5.5.4 The PROFESSIONAL shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda subsequently identifying approved substitutions to all prospective contractors.

2.5.5.5 If requested by the SCHOOL BOARD, the PROFESSIONAL shall assist the SCHOOL BOARD

during negotiations with prospective contractors. The PROFESSIONAL shall subsequently prepare a summary report of the negotiation results, as directed by the SCHOOL BOARD.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

2.6.1 GENERAL ADMINISTRATION

2.6.1.1 The PROFESSIONAL shall provide administration of the Contract between the SCHOOL BOARD and the Contractor as set forth below. SCHOOL BOARD shall provide General Conditions of the contract for construction.

2.6.1.2 The PROFESSIONAL'S responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates upon the issuance to the SCHOOL BOARD of the final Certificate for Payment.

2.6.1.3 The PROFESSIONAL shall be a representative of and shall advise and consult with the SCHOOL BOARD during the provision of the Contract Administration Services. The PROFESSIONAL shall have authority to act on behalf of the SCHOOL BOARD only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.1.4 The PROFESSIONAL shall review requests by the Contractor for additional information about the Contract Documents.

2.6.1.5 If requested, the PROFESSIONAL shall prepare, reproduce, and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The PROFESSIONAL, as a representative of the SCHOOL BOARD, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the SCHOOL BOARD and the PROFESSIONAL, (1) to become generally familiar with and to keep the SCHOOL BOARD informed about the progress and quality of the portion of the Work completed, (2) TO GUARD THE SCHOOL BOARD against defects and deficiencies in the Work, and (3) to determine if the Work is being performed in accordance with the Contact Documents.

2.6.2.2 The PROFESSIONAL shall report to the SCHOOL BOARD any deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.

2.6.2.3 The PROFESSIONAL shall, if practicable, have access to the Work wherever it is in preparation or progress.

2.6.2.4 The PROFESSIONAL shall have authority to reject Work that does not conform to the Contract Documents. The PROFESSIONAL will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed.

2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 The PROFESSIONAL shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The PROFESSIONAL'S certification for payment shall

constitute a representation to the SCHOOL BOARD that the Work has progressed to the point indicated and that, to the best of the PROFESSIONAL'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion (2) to results of subsequent tests and inspections, and (3) to correction of minor deviations from the Contract Documents prior to completion.

2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the PROFESSIONAL has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.3.3 The PROFESSIONAL shall maintain a record of the Contractor's Applications for payment.

2.6.4 SUBMITTALS

2.6.4.1 The PROFESSIONAL shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples. The PROFESSIONAL'S action shall be taken with such promptness as to cause no delay in the Work or in the activities of the SCHOOL BOARD, Contractor, or separate contractors.

2.6.4.2 The PROFESSIONAL shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the PROFESSIONAL shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the PROFESSIONAL. The PROFESSIONAL shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.5 CHANGES IN THE WORK

2.6.5.1 The PROFESSIONAL shall prepare Change Orders, Contingency Authorizations and Construction Change Directives for the SCHOOL BOARD'S approval and execution in accordance with the Contract Documents. If requested by the SCHOOL BOARD, the PROFESSIONAL shall prepare, reproduce, and distribute Drawings and Specifications to describe Work to be added, deleted, or modified.

2.6.5.2 The PROFESSIONAL shall assist the SCHOOL BOARD in reviewing properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to allow a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the PROFESSIONAL determines that requested changes in the Work are not materially different from the requirements of the Contract Documents and do not change the contract sum or contract time, the PROFESSIONAL may recommend a minor modification to the Work or may recommend to the SCHOOL BOARD that the requested change be denied.

2.6.5.3 If the PROFESSIONAL determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the

PROFESSIONAL shall make a recommendation to the SCHOOL BOARD, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the PROFESSIONAL shall estimate the additional cost and time that might result from such change. After approval by the SCHOOL BOARD, the PROFESSIONAL shall incorporate those estimates into a Change Order or other appropriate documentation for the SCHOOL BOARD'S execution or negotiation with the Contractor.

2.6.5.4 The PROFESSIONAL shall maintain records relative to changes in the Work.

2.6.6 PROJECT COMPLETION

2.6.6.1 The PROFESSIONAL shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the SCHOOL BOARD, for the SCHOOL BOARD'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.6.2 The PROFESSIONAL'S inspection shall be conducted with the SCHOOL BOARD'S Representative's Designee to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.6.6.3 When the Work is found to be substantially complete, the PROFESSIONAL shall inform the SCHOOL BOARD about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.6.6.4 The PROFESSIONAL shall receive from the Contractor and forward to the SCHOOL BOARD: (1) consent of surety or sureties, if any, to requests for reduction in or partial release of retainage or making of final payment (2) affidavits, receipts, releases and waivers of liens or binds indemnifying the SCHOOL BOARD against liens if required by the SCHOOL BOARD.

ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 The PROFESSIONAL shall meet with the SCHOOL BOARD'S Representative's Designee promptly after Substantial Completion to review the need for facility operation services.

2.7.2 Upon request of the SCHOOL BOARD, and prior to the expiration of one year from the date of Substantial Completion, the PROFESSIONAL shall conduct a meeting with the SCHOOL BOARD and the SCHOOL BOARD'S Representative's Designee to review the facility operations and performance and to make appropriate recommendations to the SCHOOL BOARD.

ARTICLE 2.8 SCHEDULING OF SERVICES

2.8.1 The following Design and Contract Administration Services shall be provided by the PROFESSIONAL as a Change in Services in accordance with Paragraph 1.3.2:

1. providing consultation concerning placement of Work resulting from fire or other related cause during construction;

ARTICLE 2.9 OTHER CONDITIONS OR SERVICES

2.9.1 The PROFESSIONAL, if requested by the SCHOOL BOARD, shall attend SCHOOL BOARD meetings to obtain required approvals.

2.9.2 The PROFESSIONAL shall provide the SCHOOL BOARD with one set of standard size recordable only compact discs (CD-R) of the bid documents at the completion of the project. Specifications shall be Microsoft Word 2016 compatible and drawings shall be AutoCAD LT 2012 compatible.

2.9.3 Truth in Negotiation Certificate

The PROFESSIONAL certifies that if this Agreement is a lump sum or cost plus a fixed fee professional service Agreement over \$150,000, wage rates and other factual costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the SCHOOL BOARD determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following final acceptance of the Project.

2.9.4 The PROFESSIONAL shall respond to the Florida Building Code plan review entity mandates in a timely manner.

2.9.5 The PROFESSIONAL shall assist the SCHOOL BOARD and CONTRACTOR in conducting a user orientation program to the Project prior to its use. The PROFESSIONAL shall require the CONTRACTOR to provide clear and understandable users' manuals for district, maintenance, and school staff.

2.9.6 Florida Department of Education Life Cycle Cost Analysis (LCCA), and Florida Energy Efficiency Code for Building Code Construction submittals, if required to obtain a Florida Building Code permit for construction are included in the PROFESSIONAL'S Work.

2.9.7 The PROFESSIONAL and each of his consultants shall prepare a field report each time any of them perform a field inspection. The PROFESSIONAL and each of his consultants shall provide the SCHOOL BOARD with a copy of all such field reports.

2.9.8 The PROFESSIONAL shall comply with the Energy-efficient and Sustainable Buildings Florida Statute 255.2575(2). As a part of the Design Development submittal the PROFESSIONAL shall provide the SCHOOL BOARD with a report documenting how the statutory requirements will be met. At Substantial completion of the project, the PROFESSIONAL shall complete Exhibit 'E'. Florida Department of Education Office of Educational Facilities, Certificate of Occupancy certifying the High Performance Green Building Standard Used and the Rating Achieved (if certified). At the end of the Project the PROFESSIONAL shall provide the SCHOOL BOARD with a signed and sealed updated report showing how the statutory requirements were met.

2.9.9 Notwithstanding any language to the contrary in this Agreement or the Conditions of the Contract for Construction, the parties agree that Florida statutes 218.72 and 218.735 govern all of the SCHOOL BOARD'S payment obligations for this Project. Accordingly, those statutory provisions take precedence over any conflicting language in the contract documents.

2.9.10 Notwithstanding the foregoing, the SCHOOL BOARD intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2.9.11 PUBLIC RECORDS

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT, AT 352-726-1931 ext. 2270, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

Professional is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- 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 the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Professional does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Professional or keep and maintain public records required by the School Board to perform the service. If Professional transfers all public records to the School Board upon completion of the contract, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the contract, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. The failure of the Professional to comply with the provisions set forth in this shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

2.9.12 At the end of the project, the PROFESSIONAL shall execute and submit Exhibit 'F', Public Records to the SCHOOL BOARD.

Exhibit 'C'
Rate Schedule for Additional Services

1. The PROFESSIONAL shall perform any Additional Services specifically requested, in writing, by the SCHOOL BOARD at the following hourly rates:

Principal Architect	\$175.00
Project Architect	\$160.00
Draftsman/CADD Operator	\$75.00
Administrative	\$50.00

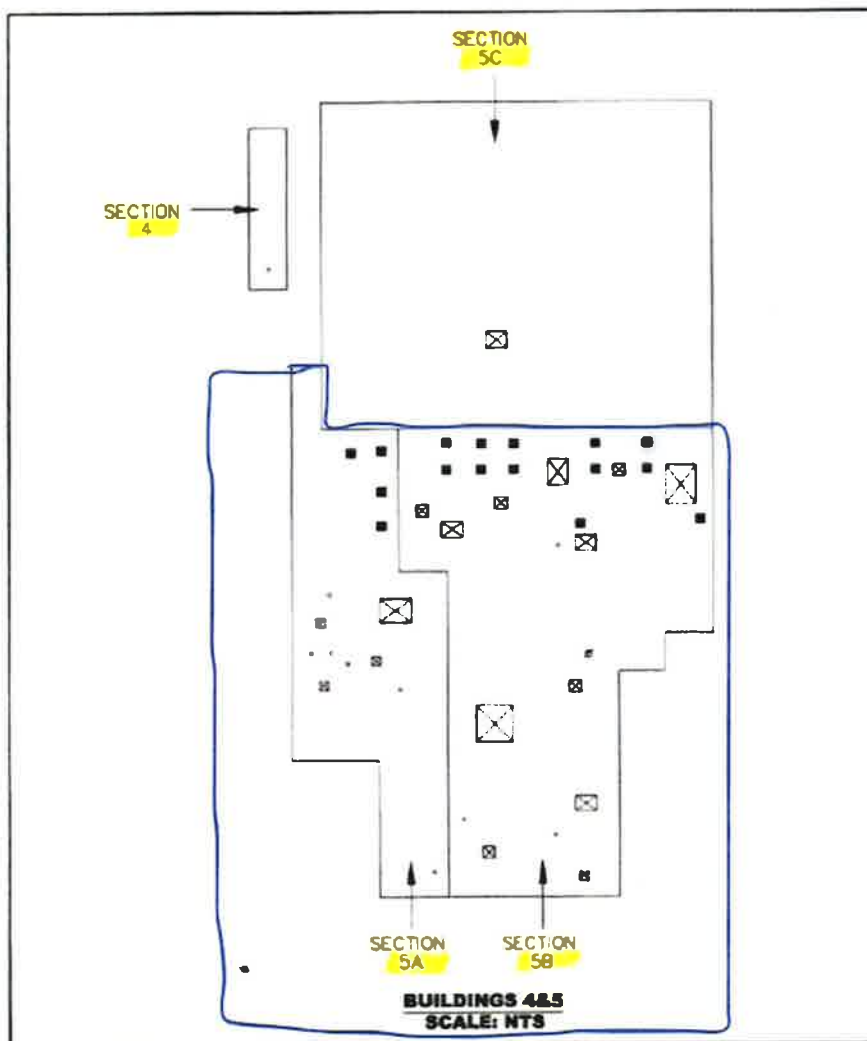
Payments for Reimbursable Expenses incurred shall be made monthly upon presentation of the PROFESSIONAL'S statement of services in accordance with Section 1.3.5.

2. Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following detail for each separate task performed:
- (a) the date the task was performed;
 - (b) identification, by name or initials, of the person performing the task;
 - (c) a description, with reasonable particularity, of the task;
 - (d) the actual time expended to perform the task; provided, however, that the actual time may be rounded up to the nearest one-tenth of an hour;
 - (e) the hourly rate applicable to the individual performing the task; and
 - (f) the fee being charged for the task.
3. Block or bundled billing entries, in which two or more tasks are blocked or bundled together into a single billing entry, are prohibited.

Exhibit 'D'

The Scope of work includes:

- 1.) At Inverness Middle School:
 - A.) Installation of a new roofing system for portions of Building 5 of Inverness Middle School along with appropriate flashings. The area to be roofed is approximately 9629 square feet.
 - B.) Removal of unused equipment and curbs and the filling of openings as needed.
 - C.) As the basis of design, the bid documents will include the installation of a PVC energy efficient white membrane, fully adhered to a proper substrate designed to meet all wind criteria.
 - D.) The area of roofing shall be as shown:



Return completed form as needed to:
 Office of Educational Facilities
 325 West Gaines Street, Room 1054
 Tallahassee, Florida 32399-0400
 (850) 245-0494
 Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
 Office of Educational Facilities
CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over \$300,000.
 Reproduce this form in sufficient quantity for your use.

RE: _____ (School District Florida College)
 _____ (School Name Campus)
 _____ Description of Project
 _____ EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: _____ Date: _____
 Superintendent President Designee

Intended Occupancy Date: _____

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used (S. 255.2575(2), F.S.) _____ Rating achieved _____

Name (Type or Print) _____ License # _____ Expiration Date _____
 Signature: _____
 Architect Engineer _____ Date _____

Building Official:

Name (Type or Print) _____ License # _____ Expiration Date _____
 Signature: _____
 Certificate Of Occupancy Date _____

Contractor:

Name (Type or Print) _____ License # _____ Expiration Date _____

Threshold Inspector (if applicable):

Name (Type or Print) _____ License # _____ Expiration Date _____

Project Information

Code/Edition _____ Occupancy Type(s) _____ Construction Type(s) _____ As-built lowest floor elevation (for new construction) _____
 Occupant Load _____
 Automatic Sprinkler System required Yes No District/Florida College Permit Number _____
 Special Permit Stipulations _____

*Safety systems include, but are not limited to: existing; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in scienc labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with require incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply and sewage disposal as they apply to this project

'Exhibit 'F'

PUBLIC RECORDS

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT, AT 352-726-1931 ext. 2270, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

Professional is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- 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 the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Professional does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Professional or keep and maintain public records required by the School Board to perform the service. If Professional transfers all public records to the School Board upon completion of the contract, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the contract, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. The failure of the Professional to comply with the provisions set forth in this shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

By my signature below, I affirm that public records are in compliance with Florida State Statute 119.0701 and that the attached documents meet the transfer requirements of Exhibit "F."

Project: _____
By: _____
Print: _____
Title: _____
Name of PROFESSIONAL: _____
Date: _____

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting

Requested by: Eric Stokes, Department of Facilities, Construction & Maintenance

Additional contact(s)/originator Jonny Bishop Department of School Support Services

Document Title Professional Service Agreement for the Lecanto Primary School Re-Roof, Bldg. 2.

Board Action Required:

Presentation/Recognition _____ Information _____

Consideration/Approval Approve the Professional Service Agreement for the Lecanto Primary School Re-Roof, Bldg. 2.

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached X available in district office _____ other _____

Executive Summary / Highlights: This is the architect's agreement for the Lecanto Primary School Re-Roof, Bldg. 2.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: \$28,215

Amount Budgeted \$427,905 Additional Amount Requested _____

Funding Source: 4579

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Jammy White

(Form Board Approved 7/10/07)

PROFESSIONAL SERVICE AGREEMENT

PROJECT NAME AND LOCATION: Re-Roof Building 2 of Lecanto Primary School

Lecanto Primary School
3790 West Educational Path
Lecanto, Florida 34461

PROFESSIONAL:

Rogers & Sark Consulting, Inc.
2021 Palm Lane
Orlando, Florida 32803

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made as of this thirteenth day of August , 2019, between The School Board of Citrus County, Florida, whose address is 1007 West Main Street, Inverness, Florida 34450 (hereinafter referred to as the "SCHOOL BOARD"), and Rogers & Sark Consulting Inc., whose address is 2021 Palm Lane, Orlando, Florida 32803, (hereinafter referred to as the "PROFESSIONAL").

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Services:** The PROFESSIONAL shall perform the following services: SEE EXHIBITS "A & B," which are attached and incorporated by reference herein. Nothing herein shall limit the SCHOOL BOARD'S right to obtain proposals or services from other professionals for similar projects.
2. **Insurance:**
 - A. The PROFESSIONAL shall maintain throughout this Agreement the following insurance:
 - (i) Professional liability insurance in the amount of One Million Dollars (\$1,000,000);
 - (ii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the PROFESSIONAL, in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
 - (iii) Comprehensive General Liability, including Contractor's Protective Liability and Product – Completed Operations – Coverage and Contractual Liability - in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
 - (iv) Workers' Compensation Insurance for all employees of the PROFESSIONAL as applicable and required by Florida Statutes.
 - B. "The School Board of Citrus County, Florida and its members, officers and employees" shall be an additional named insured on the comprehensive liability and automobile liability coverages/policies listed above.
 - C. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the PROFESSIONAL.
 - D. The PROFESSIONAL shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
 - (i) The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better according to the latest edition of Best's Key Rating Guide,

published by A.M. Best Company; or

- (ii) With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
 - E. Neither approval nor failure to disapprove the insurance furnished by the PROFESSIONAL to the School Board shall relieve the PROFESSIONAL of the PROFESSIONAL'S full responsibility to provide insurance as required under this Agreement.
 - F. The PROFESSIONAL shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the PROFESSIONAL. If the insurance is scheduled to expire during the contractual period, the PROFESSIONAL shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration.
 - G. Unless otherwise notified, the certificate of insurance shall be delivered to:

Facilities and Construction Department
Citrus County School Board, Building 100
1007 West Main Street
Inverness, Florida 34450
 - H. The name and address of the Certificate Holder on the certificate of insurance must be:

The School Board of Citrus County, Florida
1007 West Main Street
Inverness, Florida 34450
 - I. In the event that PROFESSIONAL fails to maintain insurance as described in Section 2, paragraph A of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement. If such a breach occurs, then PROFESSIONAL agrees that SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD's rights.
3. **Indemnification:** The PROFESSIONAL shall indemnify the SCHOOL BOARD and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The obligation of the PROFESSIONAL to indemnify the SCHOOL BOARD shall be limited to acts, omissions, or defaults of the PROFESSIONAL and any contractors, subcontractors, sub-subcontractors, materialmen, agents, or employees of the PROFESSIONAL, providing labor, services or materials in connection with the project; provided however that the PROFESSIONAL shall not be obligated to indemnify the SCHOOL BOARD against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the SCHOOL BOARD, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts,

omissions or defaults of the PROFESSIONAL and any contractors, subcontractors, sub-subcontractors, materialmen, agents, or employees of the PROFESSIONAL, providing labor, services or materials in connection with this Agreement. Pursuant to § 558.0035(c), *Fla. Stat.* an individual employee or agent of the Professional may not be held liable for negligence.

4. **Codes, Laws, and Regulations:** PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
5. **Permits, Licenses, and Fees:** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.
6. **Access to Records:** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. PROFESSIONAL shall ensure that such records are available for examination by the SCHOOL BOARD during PROFESSIONAL'S normal business hours. PROFESSIONAL shall maintain such records for a period of three (3) years after the date of the invoice.
7. **Contingent Fees Prohibited:** The PROFESSIONAL warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SCHOOL BOARD shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.
8. **Payment:** SCHOOL BOARD shall compensate PROFESSIONAL for their services in the following manner: SEE EXHIBIT "A" and "C," which are attached and incorporated by reference herein. SCHOOL BOARD shall also pay to PROFESSIONAL, in accordance with the provisions of EXHIBIT "A," certain "Reimbursable Expenses" incurred by the PROFESSIONAL in the interest of services provided for in this Agreement. Invoices shall be sent to the SCHOOL BOARD once monthly. All invoices shall be paid within thirty (30) days of receipt. No other costs or services shall be billed to the SCHOOL BOARD.
9. **Ownership of Documents:** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information, and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the SCHOOL BOARD who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the SCHOOL BOARD's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

10. **Independent Contractor:** The PROFESSIONAL agrees that he or she is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.
11. **Assignment:** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
12. **No Third-Party Beneficiaries:** This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.
13. **Jurisdiction:** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Citrus County, Florida.
14. **Term and Termination:** The term of this Agreement shall be for an initial term, up through and including three (3) years. All or part of this Agreement may be terminated by the SCHOOL BOARD, for its convenience, upon not less than seven (7) days written notice to the PROFESSIONAL of such intent to terminate. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination.
15. **Contact Person:** The primary contact person under this Agreement for the PROFESSIONAL shall be William Rogers. The primary contact person under this Agreement for the SCHOOL BOARD shall be Sandra Himmel, Superintendent of Schools.
16. **Approval of Contractors:** The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the PROFESSIONAL services on behalf of PROFESSIONAL pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, SCHOOL BOARD may require that the PROFESSIONAL assign a different person or persons to be the contact person or to perform the PROFESSIONAL services hereunder.
17. **Disclosure of Conflict:** The PROFESSIONAL has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and its duties under this Agreement.
18. **Background Investigations:** The PROFESSIONAL represents and warrants to the SCHOOL BOARD that the PROFESSIONAL has fingerprinted and obtained criminal background investigations required by Florida Statute Sections 1012.32 and 1012.465, as amended by the Jessica Lunsford Act, on all personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds.

The PROFESSIONAL hereby agrees not to permit its personnel access on school grounds when students are present, to have direct contact with students or have access to or control of school funds, if that personnel has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any crime outlined in Florida Statute Section 435.04 (2), or any comparable statute of another state or of the federal government, including, but not limited to, crimes involving moral turpitude or crimes against children. The PROFESSIONAL shall provide the SCHOOL BOARD with proof of such investigations upon request. The PROFESSIONAL agrees that in the event any employee who the PROFESSIONAL has certified as successfully completing a background investigation is later found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any crime outlined in Florida Statute Section 435.04 (2), or any comparable statute of another state or of the federal government, including, but not limited to, crimes involving moral turpitude or crimes against children, the PROFESSIONAL shall notify the SCHOOL BOARD as soon as practicable and that employee will no longer be permitted on school grounds when students are present, will no longer have direct contact with students and will not have access to or control of school funds. The PROFESSIONAL agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from the PROFESSIONAL'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32 and 1012.465, as amended by the Jessica Lunsford Act.

19. **Modifications and Amendments.** This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.
20. **Subcontracts and Assignment.** PROFESSIONAL shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the SCHOOL BOARD. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance, and indemnification provisions.
21. **Entire Agreement.** This constitutes the entire agreement between SCHOOL BOARD and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.
22. **Severability Clause.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.
23. **Notices.**
 - a.) All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

SCHOOL BOARD: Superintendent
1007 West Main Street
Inverness, Florida 34450

PROFESSIONAL: Rogers & Sark Consulting, Inc.
2021 Palm Lane
Orlando, Florida 32803

- b.) All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
 - c.) The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company.
 - d.) Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.
24. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"PROFESSIONAL"

Rogers and Sark Consulting, Inc.

By: 

William E. Rogers, AIA

Its: President/Architect

Date: 25 July 2019

"SCHOOL BOARD"

**THE SCHOOL BOARD OF CITRUS
COUNTY, FLORIDA**

By _____,
Thomas Kennedy, Chairman

Date: _____

Approved as to form:

Wes Bradshaw, School Board Attorney

Attest:

Sandra Himmel, Superintendent

Date: _____

EXHIBIT "A"
GENERAL CONDITIONS

The PROFESSIONAL shall provide professional services to the SCHOOL BOARD as the project architect or engineer for the following Project: Re-Roof Building 2 of Lecanto Primary School.

ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.

1.1.2 PROJECT PARAMETERS

1.1.2.1 Objective: Re-Roof Building 2 of Lecanto Primary School

1.1.2.2 Physical Parameters: Not Applicable

1.1.2.3 SCHOOL BOARD'S Program: The program is described in Exhibit 'D'.

1.1.2.4 Legal Parameters: To be determined by mutual agreement

1.1.2.5 Financial Parameters: The financial parameters are as follows: Amount of the SCHOOL BOARD'S budget for the Cost of the Construction Work, excluding the PROFESSIONAL'S compensation is \$ 342,000.00.

1.1.2.6 Time Parameters: The SCHOOL BOARD plans to begin and complete construction as soon as possible.

1.1.2.7 The proposed procurement or delivery method for the Project is design/bid/build.

1.1.3 PROJECT TEAM

1.1.3.1 The SCHOOL BOARD'S Designated Representative is:
Sandra Himmel, Superintendent of Schools

1.1.3.2 The PROFESSIONAL'S Designated Representative is:
William Rogers

1.1.3.3 The consultants retained at the PROFESSIONAL'S expense are:

M/E/P Engineering & Technology: If required, to be determined
Civil Engineering: Not Applicable
Structural Engineering: If required, to be determined
Other: Not Applicable

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The SCHOOL BOARD and the PROFESSIONAL shall, whenever practicable, cooperate so as to effectively complete their respective tasks required by this Agreement. The Parties shall also endeavor to facilitate cooperation among all members of the Project team.

1.2.2 SCHOOL BOARD'S RESPONSIBILITIES

1.2.2.1 The SCHOOL BOARD shall whenever practicable provide full information to the PROFESSIONAL regarding the various requirements of the Project.

1.2.2.2 The SCHOOL BOARD may periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The SCHOOL BOARD shall endeavor to provide the PROFESSIONAL with information regarding any such proposed updates or changes to the budget.

1.2.2.3 The SCHOOL BOARD'S Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the SCHOOL BOARD'S behalf with respect to the Project. However, such representative shall not have authority to alter or amend this Agreement.

1.2.2.4 The SCHOOL BOARD may furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the PROFESSIONAL to furnish them as a Change in Services when such services are requested by the PROFESSIONAL and are, in the sole discretion of the SCHOOL BOARD, reasonably required by the scope of the project.

1.2.3 PROFESSIONAL'S RESPONSIBILITIES

1.2.3.1 The services performed by the PROFESSIONAL, PROFESSIONAL'S employees, and PROFESSIONAL'S consultants shall be as set forth in Article 1.4, and any other related services specifically requested, in writing, by the SCHOOL BOARD.

1.2.3.2 The PROFESSIONAL'S services shall be performed both expeditiously and with professional skill and care required for the orderly progress of the Project. The PROFESSIONAL shall submit for the SCHOOL BOARD'S approval a schedule for the performance of the PROFESSIONAL'S services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which may be adjusted, if, in the sole opinion of the SCHOOL BOARD, such adjustments are necessary, as the Project proceeds. This schedule shall include allowances for consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the SCHOOL BOARD shall not, except for reasonable cause, be exceeded by the PROFESSIONAL or the SCHOOL BOARD, unless, in the sole opinion of the SCHOOL BOARD, such delays are reasonable.

1.2.3.3 The PROFESSIONAL'S Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the PROFESSIONAL'S behalf with respect to the project.

1.2.3.4 The PROFESSIONAL shall maintain the confidentiality of information specifically designated as confidential by the SCHOOL BOARD, unless withholding such information would violate the law. The PROFESSIONAL shall require of the PROFESSIONAL'S consultants' similar agreements to maintain the confidentiality of information specifically designated as confidential by the SCHOOL BOARD.

1.2.3.5 Except with the SCHOOL BOARD'S knowledge and consent, the PROFESSIONAL shall not engage in any activity, or accept any employment, interest or contribution that would, in the sole opinion of the SCHOOL BOARD, compromise the PROFESSIONAL'S judgment with respect to this Project.

1.2.3.6 The PROFESSIONAL shall both review and ensure compliance with any and all laws, codes, and regulations applicable to the PROFESSIONAL'S services. The PROFESSIONAL shall respond in the

design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The PROFESSIONAL shall provide prompt written notice to the SCHOOL BOARD if the PROFESSIONAL becomes aware of any errors, omissions or inconsistencies in services or information furnished by the SCHOOL BOARD or the SCHOOL BOARD'S Representative.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost, or to the extent the Project is not completed, the estimated cost to the SCHOOL BOARD of all elements of the Project designed or specified by the PROFESSIONAL.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the SCHOOL BOARD and equipment designed, specified, or selected by the PROFESSIONAL, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

1.3.1.3 The Cost of the Work does not include the compensation of the PROFESSIONAL and the PROFESSIONAL'S consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the SCHOOL BOARD.

1.3.2 CHANGE IN SERVICES

1.3.2.1 The SCHOOL BOARD may require Changes in Services of the PROFESSIONAL, including services required of the PROFESSIONAL'S consultants without invalidating the Agreement, if mutually agreed in writing

1.3.3 MISCELLANEOUS PROVISIONS

1.3.3.1 The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Citrus County, Florida.

1.3.3.2 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 SCHOOL BOARD or the PROFESSIONAL.

1.3.3.3 The PROFESSIONAL shall have the right to include photographic or artistic representations of the design of the Project among the PROFESSIONAL'S promotional and professional materials. However, the PROFESSIONAL'S materials shall not include the SCHOOL BOARD'S confidential or propriety information.

1.3.3.4 If the SCHOOL BOARD requests the PROFESSIONAL to execute certificates, the proposed language of such certificates shall be submitted to the PROFESSIONAL for review within a reasonable period prior to the requested dates of execution. The PROFESSIONAL shall not be required to execute

certificates that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

1.3.3.5 The SCHOOL BOARD and the PROFESSIONAL, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the SCHOOL BOARD nor the PROFESSIONAL shall assign this Agreement without the written consent of the other, except that the SCHOOL BOARD may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the SCHOOL BOARD'S rights and obligations under this Agreement. The PROFESSIONAL shall execute all consents reasonably required to facilitate such assignment.

1.3.4 TERMINATION OR SUSPENSION

1.3.4.1 All or part of this Agreement may be terminated by the SCHOOL BOARD for its convenience on seven (7) days written notice to the PROFESSIONAL. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination.

1.3.5 PAYMENTS TO THE PROFESSIONAL

1.3.5.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the PROFESSIONAL'S statement of services.

1.3.5.2 Reimbursable Expenses are in addition to compensation for the PROFESSIONAL'S services and include expenses incurred by the PROFESSIONAL and PROFESSIONAL'S employees and consultants directly related to the Project, as identified in the following Clauses:

1. fees paid for securing approval of authorities having jurisdiction over the Project;
2. expense of overtime work requiring higher than regular rates if authorized in advance, in writing, by the SCHOOL BOARD;
3. renderings, models, and mock-ups requested by the SCHOOL BOARD;
4. reproductions and binding, except as described in Subparagraph 2.4.3.1 at rates not to exceed the following:

Blueline or bond prints _____	\$.25/sf
8 1/2 X 11 bond single side copies _____	\$.035 sheet
8 1/2 X 11 copy on card stock (Project Manual covers) _____	\$.20 sheet
1" GBC binder and binding _____	\$1.50/each
2" GBC binder and binding _____	\$2.00/each
3" GBC binder and binding _____	\$2.00/each
Screw post binders and binding (3 per project manual) _____	\$1.75/each

All reproductions and binding shall be authorized in advance, in writing, by the SCHOOL BOARD. Plotting is not a reimbursable expense.

5. The School Board shall not pay for travel time and shall not pay for postage, handling, and delivery of documents

6. Reimbursable expenses shall not exceed \$250.00 unless authorized in advance, in writing, by the SCHOOL BOARD.

1.3.5.3 The PROFESSIONAL shall provide Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense to the SCHOOL BOARD or the SCHOOL BOARD'S authorized representative along with PROFESSIONAL'S invoices submitted to the SCHOOL BOARD under this Agreement.

1.3.5.4 Direct Personnel Expense is defined as the direct salaries of the PROFESSIONAL'S personnel engaged on the Project.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the SCHOOL BOARD and the PROFESSIONAL and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the SCHOOL BOARD and the PROFESSIONAL. This Agreement comprises the documents listed below.

1.4.1.1 General Conditions (Exhibit "A")

1.4.1.2 Professional's Services (Exhibit "B")

1. The PROFESSIONAL will provide the Roofing design related to this facility.
2. The PROFESSIONAL shall warrant to the best of his knowledge and belief that the Construction Documents comply with all applicable codes and regulations.

ARTICLE 1.5 COMPENSATION

1.5.1 For the PROFESSIONAL'S services as described under Article 1.4, compensation shall be computed as follows:

Compensation shall be based upon a fixed fee of: Twenty-Eight Thousand Two Hundred and Fifteen Dollars and No Cents (\$ 28,215.00). Progress payments per phase shall total the following percentages:

Design Development Phase:	twenty-five	percent (25%)	\$ 7,053.75
Construction Documents Phase:	fifty	percent (50%)	\$14,107.50
Bidding or Negotiation Phase:	five	percent (5%)	\$ 1,410.75
Construction Phase	twenty	percent (20%)	\$ 5,643.00
<hr/>			
Total Compensation	one hundred	percent (100%)	<u>\$28,215.00</u>

The Parties understand and agree that the Construction Phase compensation shall be payable to the PROFESSIONAL in direct relationship to the percentage of completed construction minus retainage held each month.

1.5.2 If the services of the PROFESSIONAL are changed as described in Subparagraph 1.3. 2.1, the PROFESSIONAL shall be compensated for such additional services as mutually agreed in writing or in

accordance with the Rate Schedule attached as Exhibit "C" if authorized in advance, in writing, by the SCHOOL BOARD.

1.5.3 For a Change in Services of the PROFESSIONAL'S consultants, compensation shall be computed as a multiple of one and fifteen hundredths (1.15) times the amounts billed to the PROFESSIONAL for such services if authorized in advance, in writing, by the SCHOOL BOARD.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.5.2, the compensation shall be computed as a multiple of one and one tenth (1.10) times the expenses incurred by the PROFESSIONAL and the PROFESSIONAL'S employees and consultants except for fees paid for securing approval of authorities having jurisdiction over the project as described in Paragraph 1.3.5.2.1. That compensation shall be a multiple of one point zero (1.0) times the expenses incurred by the PROFESSIONAL and the PROFESSIONAL'S employees and consultants directly related to the project.

1.5.5 Payments are due and payable thirty (30) days from the date of the PROFESSIONAL'S invoice.

Exhibit “B”

**PROFESSIONAL’S SERVICES
DESIGN AND CONTRACT ADMINISTRATION**

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The PROFESSIONAL shall provide management services and administer the Project. The PROFESSIONAL shall consult with the SCHOOL BOARD, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The PROFESSIONAL shall coordinate the services provided by the PROFESSIONAL and the PROFESSIONAL’S consultants with those services provided by the SCHOOL BOARD and the SCHOOL BOARD’S consultants.

2.1.2 When Project requirements have been sufficiently identified, the PROFESSIONAL shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the SCHOOL BOARD, design services furnished by the PROFESSIONAL, completion of documentation provided by the PROFESSIONAL, commencement of construction and substantial completion of the Work.

2.1.3 The PROFESSIONAL shall consider the value of the alternative materials, building systems and equipment, together with other considerations based on program, budget, and aesthetics in developing the design for the Project.

2.1.4 Upon request of the SCHOOL BOARD, the PROFESSIONAL shall make a presentation to explain the design of the Project to representatives of the SCHOOL BOARD.

2.1.5 The PROFESSIONAL shall submit design documents to the SCHOOL BOARD at intervals appropriate to the design process for purposes of evaluation and approval by the SCHOOL BOARD.

2.1.6 The PROFESSIONAL shall assist the SCHOOL BOARD in connection with the SCHOOL BOARD’S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 When the Project requirements have been sufficiently identified the PROFESSIONAL shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume, or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the PROFESSIONAL shall advise the SCHOOL BOARD of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the PROFESSIONAL’S estimate of the Cost of the Work exceeds the SCHOOL BOARD’S budget, the PROFESSIONAL shall make appropriate recommendations to the SCHOOL BOARD to adjust to Project’s size, quality, or budget.

2.1.7.2 In preparing estimates of the Cost of the Work, the PROFESSIONAL shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component system and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project, and to include in the Contract Documents alternate bids as may be

necessary to adjust the estimated Cost of the Work to meet the SCHOOL BOARD'S budget for the Cost of the Work.

2.1.7.3 If bidding or negotiation has not commenced within 90 days after the PROFESSIONAL submits the Construction Documents to the SCHOOL BOARD, then the SCHOOL BOARD may adjust the budget for the Cost of the Work to reflect changes in the general level of prices in the construction industry.

2.1.7.4 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the SCHOOL BOARD shall:

1. give written approval of an increase in the budget for the Cost of the Work
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 1.3.4; or
4. cooperate in revising the Project scope and quality as required to reduce the Cost of the Work

2.1.7.5 If the SCHOOL BOARD chooses to proceed under Clause 2.1.7.4, the PROFESSIONAL without additional compensation, shall modify the documents for which the PROFESSIONAL is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work.

ARTICLE 2.2 SUPPORTING SERVICES

2.2.1 Unless specifically designated herein , the services in this Article 2.2 shall be provided by the SCHOOL BOARD or the SCHOOL BOARD'S consultants and contractors.

2.2.1.1 The SCHOOL BOARD shall furnish surveys to describe physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referred to a Project benchmark.

2.2.1.2 The SCHOOL BOARD shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

2.3.1 The PROFESSIONAL shall provide a preliminary evaluation of the information furnished by the SCHOOL BOARD under this Agreement, including the SCHOOL BOARD'S program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The PROFESSIONAL shall review such information to ascertain that it is consistent with the requirements of the Project, shall notify the SCHOOL BOARD of any other information or consultant services that may be reasonably needed for the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.3.2 The PROFESSIONAL shall provide a preliminary evaluation of the SCHOOL BOARD'S site for the Project based on the information provided by the SCHOOL BOARD of site conditions, and the

SCHOOL BOARD'S program, schedule, and budget for the Cost of the Work.

2.3.3 The PROFESSIONAL shall review the SCHOOL BOARD'S proposed method of contacting for construction services and shall notify the SCHOOL BOARD of anticipated impacts that such method may have on the SCHOOL BOARD'S program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

2.4.1 The PROFESSIONAL'S design services shall include normal structural, mechanical, and electrical engineering services.

2.4.2 SCHEMATIC DESIGN DOCUMENTS

2.4.2.1 This Project does not include Schematic Design Documents

2.4.3 DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1 The PROFESSIONAL shall provide Design Development Documents based on the updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size, and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

2.4.4 CONSTRUCTION DOCUMENTS

2.4.4.1 The PROFESSIONAL shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2 During the development of the Construction Documents, the PROFESSIONAL shall assist the SCHOOL BOARD in the development and preparation of: (1) bidding and procurement information which describes the time, place, and conditions of bidding; bidding or proposal forms; and the form of agreement between the SCHOOL BOARD and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The PROFESSIONAL also shall compile the Project Manual that includes the Conditions of the Contract the Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1 The PROFESSIONAL shall assist the SCHOOL BOARD in obtaining either competitive bids or negotiated proposals and shall assist the SCHOOL BOARD in awarding and preparing contracts for construction.

2.5.2 The PROFESSIONAL shall assist the SCHOOL BOARD in establishing a list of prospective bidders or contractors.

2.5.3 The PROFESSIONAL shall assist the SCHOOL BOARD in bid validation or proposal evaluation

and determination of the successful bid or proposal, if any. If requested by the SCHOOL BOARD, the PROFESSIONAL shall notify all prospective bidders or contractors of the bid or contractors of the bid or proposal results.

2.5.4 COMPETITIVE BIDDING

2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions, and Supplementary Conditions, Specifications, and Drawings.

2.5.4.2 If requested by the SCHOOL BOARD, the PROFESSIONAL shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The SCHOOL BOARD shall pay directly for the cost of reproduction or shall reimburse the PROFESSIONAL for such expenses.

2.5.4.3 If requested by the SCHOOL BOARD, the PROFESSIONAL shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The PROFESSIONAL shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.5.4.4 The PROFESSIONAL shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

2.5.4.5 The PROFESSIONAL shall participate in or, at the SCHOOL BOARD'S direction, shall organize and conduct a pre-bid conference for prospective bidders.

2.5.4.6 The PROFESSIONAL shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.5.4.7 The PROFESSIONAL shall participate in or, at the SCHOOL BOARD'S direction, shall organize and conduct the opening of the bids. The PROFESSIONAL shall subsequently document and distribute the bidding results, as directed by the SCHOOL BOARD.

2.5.5 NEGOTIATED PROPOSALS

2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions, and Supplementary Conditions, Specifications, and Drawings.

2.5.5.2 If requested by the SCHOOL BOARD, the PROFESSIONAL shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The SCHOOL BOARD shall pay directly for the cost of reproduction or shall reimburse the PROFESSIONAL for such expenses.

2.5.5.3 If requested by the SCHOOL BOARD, the PROFESSIONAL shall organize and participate in selection interviews with prospective contractors.

2.5.5.4 The PROFESSIONAL shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda subsequently identifying approved substitutions to all prospective contractors.

2.5.5.5 If requested by the SCHOOL BOARD, the PROFESSIONAL shall assist the SCHOOL BOARD

during negotiations with prospective contractors. The PROFESSIONAL shall subsequently prepare a summary report of the negotiation results, as directed by the SCHOOL BOARD.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

2.6.1 GENERAL ADMINISTRATION

2.6.1.1 The PROFESSIONAL shall provide administration of the Contract between the SCHOOL BOARD and the Contractor as set forth below. SCHOOL BOARD shall provide General Conditions of the contract for construction.

2.6.1.2 The PROFESSIONAL'S responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates upon the issuance to the SCHOOL BOARD of the final Certificate for Payment.

2.6.1.3 The PROFESSIONAL shall be a representative of and shall advise and consult with the SCHOOL BOARD during the provision of the Contract Administration Services. The PROFESSIONAL shall have authority to act on behalf of the SCHOOL BOARD only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.1.4 The PROFESSIONAL shall review requests by the Contractor for additional information about the Contract Documents.

2.6.1.5 If requested, the PROFESSIONAL shall prepare, reproduce, and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The PROFESSIONAL, as a representative of the SCHOOL BOARD, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the SCHOOL BOARD and the PROFESSIONAL, (1) to become generally familiar with and to keep the SCHOOL BOARD informed about the progress and quality of the portion of the Work completed, (2) TO GUARD THE SCHOOL BOARD against defects and deficiencies in the Work, and (3) to determine if the Work is being performed in accordance with the Contract Documents.

2.6.2.2 The PROFESSIONAL shall report to the SCHOOL BOARD any deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.

2.6.2.3 The PROFESSIONAL shall, if practicable, have access to the Work wherever it is in preparation or progress.

2.6.2.4 The PROFESSIONAL shall have authority to reject Work that does not conform to the Contract Documents. The PROFESSIONAL will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed.

2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 The PROFESSIONAL shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The PROFESSIONAL'S certification for payment shall

constitute a representation to the SCHOOL BOARD that the Work has progressed to the point indicated and that, to the best of the PROFESSIONAL'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion (2) to results of subsequent tests and inspections, and (3) to correction of minor deviations from the Contract Documents prior to completion.

2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the PROFESSIONAL has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.3.3 The PROFESSIONAL shall maintain a record of the Contractor's Applications for payment.

2.6.4 SUBMITTALS

2.6.4.1 The PROFESSIONAL shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples. The PROFESSIONAL'S action shall be taken with such promptness as to cause no delay in the Work or in the activities of the SCHOOL BOARD, Contractor, or separate contractors.

2.6.4.2 The PROFESSIONAL shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the PROFESSIONAL shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the PROFESSIONAL. The PROFESSIONAL shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.5 CHANGES IN THE WORK

2.6.5.1 The PROFESSIONAL shall prepare Change Orders, Contingency Authorizations and Construction Change Directives for the SCHOOL BOARD'S approval and execution in accordance with the Contract Documents. If requested by the SCHOOL BOARD, the PROFESSIONAL shall prepare, reproduce, and distribute Drawings and Specifications to describe Work to be added, deleted, or modified.

2.6.5.2 The PROFESSIONAL shall assist the SCHOOL BOARD in reviewing properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to allow a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the PROFESSIONAL determines that requested changes in the Work are not materially different from the requirements of the Contract Documents and do not change the contract sum or contract time, the PROFESSIONAL may recommend a minor modification to the Work or may recommend to the SCHOOL BOARD that the requested change be denied.

2.6.5.3 If the PROFESSIONAL determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the

PROFESSIONAL shall make a recommendation to the SCHOOL BOARD, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the PROFESSIONAL shall estimate the additional cost and time that might result from such change. After approval by the SCHOOL BOARD, the PROFESSIONAL shall incorporate those estimates into a Change Order or other appropriate documentation for the SCHOOL BOARD'S execution or negotiation with the Contractor.

2.6.5.4 The PROFESSIONAL shall maintain records relative to changes in the Work.

2.6.6 PROJECT COMPLETION

2.6.6.1 The PROFESSIONAL shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the SCHOOL BOARD, for the SCHOOL BOARD'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.6.2 The PROFESSIONAL'S inspection shall be conducted with the SCHOOL BOARD'S Representative's Designee to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.6.6.3 When the Work is found to be substantially complete, the PROFESSIONAL shall inform the SCHOOL BOARD about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.6.6.4 The PROFESSIONAL shall receive from the Contractor and forward to the SCHOOL BOARD: (1) consent of surety or sureties, if any, to requests for reduction in or partial release of retainage or making of final payment (2) affidavits, receipts, releases and waivers of liens or binds indemnifying the SCHOOL BOARD against liens if required by the SCHOOL BOARD.

ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 The PROFESSIONAL shall meet with the SCHOOL BOARD'S Representative's Designee promptly after Substantial Completion to review the need for facility operation services.

2.7.2 Upon request of the SCHOOL BOARD, and prior to the expiration of one year from the date of Substantial Completion, the PROFESSIONAL shall conduct a meeting with the SCHOOL BOARD and the SCHOOL BOARD'S Representative's Designee to review the facility operations and performance and to make appropriate recommendations to the SCHOOL BOARD.

ARTICLE 2.8 SCHEDULING OF SERVICES

2.8.1 The following Design and Contract Administration Services shall be provided by the PROFESSIONAL as a Change in Services in accordance with Paragraph 1.3.2:

1. providing consultation concerning placement of Work resulting from fire or other related cause during construction;

ARTICLE 2.9 OTHER CONDITIONS OR SERVICES

2.9.1 The PROFESSIONAL, if requested by the SCHOOL BOARD, shall attend SCHOOL BOARD meetings to obtain required approvals.

2.9.2 The PROFESSIONAL shall provide the SCHOOL BOARD with one set of standard size recordable only compact discs (CD-R) of the bid documents at the completion of the project. Specifications shall be Microsoft Word 2016 compatible and drawings shall be AutoCAD LT 2012 compatible.

2.9.3 Truth in Negotiation Certificate

The PROFESSIONAL certifies that if this Agreement is a lump sum or cost plus a fixed fee professional service Agreement over \$150,000, wage rates and other factual costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the SCHOOL BOARD determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following final acceptance of the Project.

2.9.4 The PROFESSIONAL shall respond to the Florida Building Code plan review entity mandates in a timely manner.

2.9.5 The PROFESSIONAL shall assist the SCHOOL BOARD and CONTRACTOR in conducting a user orientation program to the Project prior to its use. The PROFESSIONAL shall require the CONTRACTOR to provide clear and understandable users' manuals for district, maintenance, and school staff.

2.9.6 Florida Department of Education Life Cycle Cost Analysis (LCCA), and Florida Energy Efficiency Code for Building Code Construction submittals, if required to obtain a Florida Building Code permit for construction are included in the PROFESSIONAL'S Work.

2.9.7 The PROFESSIONAL and each of his consultants shall prepare a field report each time any of them perform a field inspection. The PROFESSIONAL and each of his consultants shall provide the SCHOOL BOARD with a copy of all such field reports.

2.9.8 The PROFESSIONAL shall comply with the Energy-efficient and Sustainable Buildings Florida Statute 255.2575(2). As a part of the Design Development submittal the PROFESSIONAL shall provide the SCHOOL BOARD with a report documenting how the statutory requirements will be met. At Substantial completion of the project, the PROFESSIONAL shall complete Exhibit 'E'. Florida Department of Education Office of Educational Facilities, Certificate of Occupancy certifying the High Performance Green Building Standard Used and the Rating Achieved (if certified). At the end of the Project the PROFESSIONAL shall provide the SCHOOL BOARD with a signed and sealed updated report showing how the statutory requirements were met.

2.9.9 Notwithstanding any language to the contrary in this Agreement or the Conditions of the Contract for Construction, the parties agree that Florida statutes 218.72 and 218.735 govern all of the SCHOOL BOARD'S payment obligations for this Project. Accordingly, those statutory provisions take precedence over any conflicting language in the contract documents.

2.9.10 Notwithstanding the foregoing, the SCHOOL BOARD intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2.9.11 PUBLIC RECORDS

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT, AT 352-726-1931 ext. 2270, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

Professional is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- 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 the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Professional does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Professional or keep and maintain public records required by the School Board to perform the service. If Professional transfers all public records to the School Board upon completion of the contract, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the contract, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. The failure of the Professional to comply with the provisions set forth in this shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

2.9.12 At the end of the project, the PROFESSIONAL shall execute and submit Exhibit 'F', Public Records to the SCHOOL BOARD.

Exhibit 'C'
Rate Schedule for Additional Services

1. The PROFESSIONAL shall perform any Additional Services specifically requested, in writing, by the SCHOOL BOARD at the following hourly rates:

Principal Architect	\$175.00
Project Architect	\$160.00
Draftsman/CADD Operator	\$ 75.00
Administrative	\$ 50.00

Payments for Reimbursable Expenses incurred shall be made monthly upon presentation of the PROFESSIONAL'S statement of services in accordance with Section 1.3.5.

2. Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following detail for each separate task performed:
 - (a) the date the task was performed;
 - (b) identification, by name or initials, of the person performing the task;
 - (c) a description, with reasonable particularity, of the task;
 - (d) the actual time expended to perform the task; provided, however, that the actual time may be rounded up to the nearest one-tenth of an hour;
 - (e) the hourly rate applicable to the individual performing the task; and
 - (f) the fee being charged for the task.

3. Block or bundled billing entries, in which two or more tasks are blocked or bundled together into a single billing entry, are prohibited.

Exhibit 'D'

The Scope of work includes:

1.) At Lecanto Primary School:

- A.) Installation of a new roofing system for Building 2 of Lecanto Primary School along with appropriate flashings. The area to be reroofed is approximately 22,444 square feet.
- B.) Removal of unused equipment and curbs and the filling of openings as needed.
- C.) As the basis of design, the bid documents will include the installation of a PVC energy efficient white membrane, fully adhered to a proper substrate designed to meet all wind criteria.
- D.) The area of roofing shall be all of building 2 at the Lecanto Primary School Site.

Return completed form as needed to:
 Office of Educational Facilities
 325 West Gaines Street, Room 1054
 Tallahassee, Florida 32399-0400
 (850) 245-0494
 Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
 Office of Educational Facilities
CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over \$300,000.
 Reproduce this form in sufficient quantity for your use.

RE: _____ (School District Florida College)
 _____ (School Name Campus)
 _____ Description of Project
 _____ EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: _____ Date: _____
 Superintendent President Designee

Intended Occupancy Date: _____

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used (S. 255.2575(2), F.S.) _____ Rating achieved _____

Name (Type or Print) _____ License # _____ Expiration Date _____

Signature: _____ Date _____
 Architect Engineer

Building Official:

Name (Type or Print) _____ License # _____ Expiration Date _____

Signature: _____ Certificate Of Occupancy Date _____

Contractor:

Name (Type or Print) _____ License # _____ Expiration Date _____

Threshold Inspector (if applicable):

Name (Type or Print) _____ License # _____ Expiration Date _____

Project Information

Code/Edition _____ Occupancy Type(s) _____ As-built lowest floor elevation (for new construction) _____
 Construction Type(s) _____ Occupant Load _____

Automatic Sprinkler System required Yes No District/Florida College Permit Number _____

Special Permit Stipulations _____

*Safety systems include, but are not limited to: existing; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply and sewage disposal as they apply to this project

'Exhibit 'F'

PUBLIC RECORDS

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT, AT 352-726-1931 ext. 2270, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

Professional is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- 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 the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Professional does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Professional or keep and maintain public records required by the School Board to perform the service. If Professional transfers all public records to the School Board upon completion of the contract, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the contract, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. The failure of the Professional to comply with the provisions set forth in this shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

By my signature below, I affirm that public records are in compliance with Florida State Statute 119.0701 and that the attached documents meet the transfer requirements of Exhibit "F."

Project: _____

By: _____

Print: _____

Title: _____

Name of PROFESSIONAL: _____

Date: _____

**PERSONNEL INFORMATION
(INSTRUCTIONAL)
SCHOOL BOARD MEETING August 13, 2019**

APPOINTMENTS FOR 2019-2020:

Julie Bolton-CRM-Teacher (R)	08/01/19
William Chamberlain-Ed Services-CTE TOSA (N)	08/01/19
Claudia Costa-PGE-Teacher (R)	08/01/19
Evan Gibson-CHS-Teacher (R)	08/01/19
Tanya Finch-Goodwin-CREST-Teacher (R)	08/01/19
Michael Hodgson-LMS-Teacher (R)	08/01/19
Lauren Holmes-CRH-Teacher (R)	08/01/19
Gwendolyn Hunt-CRP-Teacher (R)	08/01/19
Carrie Levesque-WTC-Medical Assisting Instructor (N)	08/01/19
Christina Lindsay-HER-Teacher (R)	08/01/19
Cynthia Livesay-CRH-Teacher (R)	08/01/19
Elizabeth McAllan-CHS-Teacher (R)	08/01/19
Brittney McBride-LPS-Teacher (R)	08/01/19
Chloe Moff-CHS-Teacher (R)	08/01/19
Jessica Morales-LMS-Teacher (R)	08/01/19
Debbie Newman Ameyo-LPS-Teacher (R)	08/01/19
Joseph Palminteri-WTC-Corrections Teacher (N)	08/01/19
Stephanie Stevens-CSE-Teacher (R)	08/01/19
Amanda Swayze-HER-Teacher (R)	08/01/19
Carol Trapp-HER-Teacher (R)	08/01/19
Steven Walker-CREST-Teacher (R)	08/01/19
Jill Wehler-CRE-Teacher (R)	08/01/19

RECOMMENDATIONS FOR OUT-OF-FIELD TEACHERS 2019-2020:

Certification Area	Out-of-Field Assignment
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LEAVE OF ABSENCE REQUESTS FOR 2019-2020:

Caitlin Hamzawi-CRE-Teacher	(Parenthood)	08/01/19-10/10/19
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RESIGNATIONS FOR 2018-2019:

RESIGNATIONS FROM DROP 2019-2020:

RETIREMENTS FOR 2019-2020:

RETIREMENTS TO DROP 2019-2020:

Ladonna Harper-IPS-Principal	08/01/19-07/31/24
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SUPPLEMENTS (ATHLETIC AND OTHER) 2019-2020:

Crystal River High:
Sandra Story-Teacher-Girls' Golf Coach

SUSPENSIONS/TERMINATIONS 2019-2020:

LINE OF DUTY:

ADDITIONAL DAYS:

**PERSONNEL INFORMATION
(SUPPORT)
SCHOOL BOARD MEETING August 13, 2019**

APPOINTMENTS FOR 2019-2020:

Ned Baldwin-CHS,Food Service-Food Service Assistant (R)	08/12/19
Scott Ball-WTC-Custodian (R)	07/30/19
April Bennett-CRM-Teacher Aide (R)	08/09/19
Amy Bichsel-LHS, Food Service-Food Service Assistant (R)	08/12/19
Clifford Hendrickson-Educational Technology-Computer Network Specialist- Change to Educational Technology-Project Leader Networking (R)	07/25/19
Amy Hopp-CREST-Teacher Aide (R)	08/09/19
Cristy Ingram-LPS-6 hr. SAI Aide (R)	08/09/19
Chelsea Lawrence-ESE-Teacher Adie-TERM (R)	08/09/19
Cheri Maldonado-FCE-Title 1, Teacher Aide-TERM (R)	08/09/19
Miranda McElhaney-HER-Paraprofessional- 6 hr. (R)	08/09/19
Connie Meyers-RCE, Food Service-Food Service Assistant (R)	08/12/19
Kay Meyers-LPS, Food Service-Food Service Assistant (R)	08/12/19
Sharon Slack-CRM-Title 1 Teacher Aide-TERM (N)	08/09/19
Donna Thornburg-CREST-Teacher Aide (R)	08/09/19
Gina Touby-HER-Paraprofessional (R)	08/09/19

LEAVE OF ABSENCE REQUESTS FOR 2019-2020:

Richard Pecar-LHS-Custodian (Health)	07/01/19-08/31/19
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RESIGNATIONS FOR 2018-2019:

Carrie Levesque-DSS-School Nurse, RN	06/18/19
Vanessa Ramos-FRE, Food Service-Food Service Assistant	05/30/19

RESIGNATIONS FOR 2019-2020:

Justin Jackson-LHS-Custodian	08/12/19
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RETIREMENTS FOR 2019-2020:

RETIREMENTS FOR 2019-2020:

RETIREMENTS TO DROP 2019-2020:

SUSPENSIONS/TERMINATIONS 2019-2020:

LINE OF DUTY:

ADDITIONAL DAYS:

ADDITIONAL DAYS FOR SUMMER SCHOOL 2019:



SANDRA "SAM" HIMMEL – SUPERINTENDENT OF SCHOOLS

*"Where Learning is the Expectation
And Caring is a Commitment"*

THOMAS KENNEDY
DISTRICT 1

VIRGINIA BRYANT
DISTRICT 2

DOUGLAS A. DODD
DISTRICT 3

SANDRA COUNTS
DISTRICT 4

LINDA B. POWERS
DISTRICT 5

August 13, 2019

Thomas Kennedy, Chairman
Citrus County School Board
1007 West Main Street
Inverness, Florida 34450

Dear Mr. Kennedy,

I am recommending to the School Board the appointment of Sheila Bodle, Supervisor of School Health, effective August 14, 2019

Thank you for your consideration of this matter.

Sincerely,

Sandra Himmel
Superintendent

Sheila Bodle

RN, BSN, CCM

13401 Crowell Rd
Brooksville, FL 34613
(727) 243-4061
kksm720@msn.com

EXPERIENCE

Citrus County School Board, Florida — RN

April, 2019-PRESENT

School Health Nurse-Provide professional nursing services to students, supervise unlicensed personal at multiple locations.

Hernando County School Board, Florida — RN

February 2019-April, 2019

School Health Nurse-Provide professional nursing services to students and staff.

Pinellas County School Board, Florida — RN

August,2014- February, 2019

School Health Nurse- Provides professional nursing services to students, leads supervision to licensed practical nurses, certified nursing assistants and unlicensed personnel in multiple school locations.

LPN Program Instructor-Provides professional nursing instructor to PN students, including both theory and clinical education.

MedCost, LLC, North Carolina-RN

October, 1997- August, 2014

Solid Organ Transplant Case Management Specialist-Provides professional nursing services to solid organ transplant candidates, pre and post transplant and long term follow up care. Negotiate contracts and certification of services on a daily basis.

EDUCATION

Licenses/Certifications

Registered Nurse, active and unrestricted, RN9183860.

Certified Case Manager (CCM)
2006-current.

Certified Critical Care Nurse
(CCRN) 1995-2002.

CPR/First Aid

Wagner College, New York — BSN

1991

Capella University, online — MSN-Nursing Ed

Proposed 2020

**SCHOOL DISTRICT OF CITRUS COUNTY
JOB DESCRIPTION**

Supervisor of School Health

QUALIFICATIONS:

- (1) Bachelor's Degree in Nursing
- (2) Florida Licensed Nurse (RN, ARNP)
- (3) Five (5) years of experience in a management or leadership role.

KNOWLEDGE, SKILLS, AND ABILITIES:

Strong organizational skills. Proactive skills in public relations. Knowledge of medically fragile students. Knowledge of immunization and medical procedures. Knowledge of laws governing Exceptional Student Education, as well as FERPA and HIPPA laws. Positive people skills required. Knowledge of and ability to operate a personal computer and other equipment related to the position. Ability to work cooperatively with schools, departments, and agencies.

REPORTS TO:

Director of Student Services or designee

JOB GOAL

To provide leadership in the planning, development, implementation, and evaluation of health programs and services to best meet the needs of students throughout the district.

SUPERVISES:

School Nurses

PERFORMANCE RESPONSIBILITIES:

- (1) Coordinate district-wide health services and health related activities. *
- (2) Oversee and schedule program activities (CPR/AED, health screenings, dental sealants with local DOH, school-based vaccination clinics with local DOH). *
- (3) Assist with the development of in-service activities to promote the understanding of exceptional student needs and health related needs. *
- (4) Maintain current and on-going information regarding the policies, procedures and programs of health services. *
- (5) Maintain up-to-date knowledge of Medicaid reimbursement procedures for nursing services.
- (6) Order and maintain school medical supplies. *
- (7) Develop and/or modify health forms and manuals as needed by the District. *
- (8) Oversee day to day activities of School Health Staff under the direction of Student Services' administrators. *
- (9) Serve on all required school, district and community committees (School Health Advisory Committee, Community Health Improvement Partnership and select subcommittees). *
- (10) Provide training to new nursing staff, health room attendants, ESE aides, and summer Pre-K/ESY teachers. *
- (11) Monitor absenteeism reports and illness surveillance reports and compile the data for distribution. *
- (12) Coordinate information distribution between DOH, District office and schools regarding individual infectious disease cases. *
- (13) Coordinate and manage contract for CPR, AED, and First Aid training. *
- (14) Coordinate and participate in local and state Quality Improvement Visits (QI) for all clinics and compile reports for school administrators. *
- (15) Compile and submit Annual and Biennial School Health Services report to the DOH. *
- (16) Facilitate School Health Advisory Committee. *
- (17) Coordinate Lion's Club Vision Program activities. *
- (18) Complete annual updates to the Student Code of Conduct and Citrus County Parent Guide.
- (19) Compile nursing data for bi-annual Medicaid audits. *
- (20) Supervise and coach assigned personnel, conduct annual performance appraisals, and make recommendations for appropriate employment action. *

SUPERVISOR OF SCHOOL HEALTH (Continued):

PERFORMANCE RESPONSIBILITIES (Continued):

- (21) Perform job responsibilities with sustained focus and attention to detail for extended periods of time. *
- (22) Perform additional incidental tasks consistent with the goals and objectives of this position. *

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

*Essential Performance Responsibilities

Board Approved: 07/09/2019

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.
Requested by Chuck Dixon *CD* Department of Planning & Growth Management
Additional contact(s)/originator _____
Document Title Policy 3.40 Safe and Secure Schools

Board Action Required:

Presentation/Recognition _____ Information _____
Consideration/Approval _____

X Request to advertise for a Public Hearing at the October 8, 2019 School Board Meeting to approve the revision of Policy 3.40 Safe and Secure Schools.

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office _____ other _____

Request to set a Public Hearing to approve the revision of Policy 3.40 Safe and Secure Schools.

This matter was discussed by the presented at the July 30, 2019 School Board Workshop.

There have been multiple revisions to this policy by various departments. This is a complete re-write from Mr. Bradshaw. The revisions are required due to changes in statutes.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of work force;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: *Sammy Wilk*

(Form Board Approved 7/10/07)

SAFE AND SECURE SCHOOLS

3.40+

School crime and violence are multifaceted problems that need to be addressed in a manner that utilizes all available resources in the community through a coordinated effort of District personnel, law enforcement agencies, first responders, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-related event or are on their way to and from school.

The School Board is committed to maintaining a safe, secure, and drug-free environment in all the District's schools.

I. SCHOOL PROPERTY, DISTRICT FACILITIES AND SCHOOL SPONSORED EVENTS OR ACTIVITIES.

- A. Visitors to a school campus shall be governed by Policy 9.60 Visitors.
- B. Students who are suspended or expelled shall be governed by the Code of Student Conduct.
- C. Principals shall keep a log of incidents of adults or students which are asked to leave which shall include the name of the person and other pertinent information. If that person again enters upon the school campus or school grounds, any staff member shall immediately notify the principal or appropriate local law enforcement officials without further warning.
- D. Any unauthorized or suspicious vehicles parked on or near a school campus shall immediately be reported to School Administration and Law Enforcement.

II. EMERGENCY RESPONSE.

- A. The Superintendent or designee, or the site-based administrator or designee, shall immediately notify the following emergency response

CHAPTER 3.00 – SCHOOL ADMINISTRATION

agencies by calling “911” (Citrus County, Florida’s E-911 Plan) in the event of an emergency and the following emergency response agency will notify the District in the event of an emergency:

Emergency Response Agency:

Type of Emergency:

Citrus County Sheriff’s Office

Citrus County Fire Department

City of Inverness Fire Department

City of Crystal River Fire Department

Nature Coast Emergency Medical Service (EMS)

Emergencies, including, but not limited to, fires, natural disasters, active shooter and hostage situations, and bomb threats.

1. All personnel are authorized and encouraged to call “911” in the event of an emergency.
2. All personnel are authorized to activate emergency active assailant response procedures (the “ALICE” protocol) and those procedures are to be immediately implemented. “ALICE” stands for Alert, Lockdown, Inform, Counter, Evacuate.

III. **SAFETY AND SECURITY BEST PRACTICES.**

- A. The Superintendent shall establish policies and procedures for the prevention of violence on school grounds, including the assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community.
- B. The Superintendent shall designate a school safety specialist for the district. The school safety specialist must be a school administrator employed by

CHAPTER 3.00 – SCHOOL ADMINISTRATION

the school district and must earn a certificate of completion of the school safety specialist training provided by the Office of Safe Schools within 1 year after appointment and is responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the school district. The school safety specialist shall:

1. Review school district policies and procedures for compliance with state law and rules, including the district's timely and accurate submission of school environmental safety incident reports to the department pursuant to s. 1001.212(8).
2. Provide the necessary training and resources to students and school district staff in matters relating to youth mental health awareness and assistance; emergency procedures, including active shooter training; and school safety and security.
3. Serve as the school district liaison with local public safety agencies¹ and national, state, and community agencies and organizations in matters of school safety and security.
4. In collaboration with the appropriate public safety agencies, as that term is defined in s. 365.171, by October 1 of each year, conduct a school security risk assessment at each public school using the Florida Safe Schools Assessment Tool developed by the Office of Safe Schools pursuant to s. 1006.1493, F.S. Based on the assessment findings, the district's school safety specialist shall provide recommendations to the district school superintendent and the district school board which identify strategies and activities that the district school board should implement in order to address the findings and improve school safety and security. Each district school

¹ "Public safety agency" means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services. Section 365.171(3)(d), F.S.

CHAPTER 3.00 – SCHOOL ADMINISTRATION

board must receive such findings and the school safety specialist's recommendations at a publicly noticed district school board meeting to provide the public an opportunity to hear the district school board members discuss and take action on the findings and recommendations. Each school safety specialist shall report such findings and school board action to the Office of Safe Schools within 30 days after the district school board meeting.

5. Coordinate with the appropriate public safety agencies, as defined in s. 365.171, that are designated as first responders to a school's campus to conduct a tour of such campus once every 3 years and provide recommendations related to school safety. The recommendations by the public safety agencies must be considered as part of the recommendations by the school safety specialist pursuant to Paragraph III, B., 1-4 above.
6. Review "SESIR" Data to ensure accurate and timely reporting of issues related to school safety and discipline. "SESIR" stands for School Environmental Safety Incident Reporting.

IV. **EMERGENCY MANAGEMENT AND PREPAREDNESS.**

- A. Emergency management and preparedness plans shall include notification procedures for weapon use and active shooter/hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.
- B. Emergency management and preparedness procedures for active shooter situations shall engage the participation of the District School Safety Specialist, threat assessment team members, **School Resource Officers, School Safety Guardians,** faculty, staff and students for each school and be conducted by the law enforcement agency or agencies designated as first responders to the school's campus.

CHAPTER 3.00 – SCHOOL ADMINISTRATION

- C. Copies of each school's floor plan, and other relevant documents shall be provided to law enforcement agencies and fire departments in accordance with Florida Statutes.

V. **THREAT ASSESSMENT.**

- A. The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The Board's threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication *Threat Assessment in Schools: a Guide to Managing Threatening Situations and to Creating Safe School Climates* for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventative or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed. The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.
 - 1. The Superintendent shall create threat assessment teams at each school. The threat assessment teams duties include the coordination of resources and assessment and intervention with individuals whose behavior may pose a threat to the safety of school staff or students consistent with the model policies developed by the Office of Safe Schools.
 - 2. Each threat assessment team shall be supervised by the school Principal and include persons with expertise in counseling, instruction, school administration, and law enforcement. The threat assessment teams shall identify members of the school community

CHAPTER 3.00 – SCHOOL ADMINISTRATION

to whom threatening behavior should be reported and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self. Upon the availability of the behavioral threat assessment instrument developed pursuant to s. 1001.212(12), the threat assessment team shall use that instrument.

3. Upon a preliminary determination by the threat assessment team that a student poses a threat of violence or physical harm to himself or herself or others, the threat assessment team shall immediately report its determination to the Superintendent or his or her designee. The Superintendent or his or her designee shall immediately attempt to notify the student's parent or legal guardian. Nothing in this subsection shall preclude school district personnel from acting immediately to address an imminent threat.
4. Upon a preliminary determination by the threat assessment team that a student poses a threat of violence to himself or herself or others or exhibits significantly disruptive behavior or need for assistance, authorized members of the threat assessment team may obtain criminal history record information pursuant to s. 985.04(1). A member of a threat assessment team may not disclose any criminal history record information obtained pursuant to this section or otherwise use any record of an individual beyond the purpose for which such disclosure was made to the threat assessment team.
5. Notwithstanding any other provision of law, all state and local agencies and programs that provide services to students experiencing or at risk of an emotional disturbance or a mental illness, including the school districts, school personnel, state and local law enforcement agencies, the Department of Juvenile Justice, the Department of Children and Families, the Department of Health,

CHAPTER 3.00 – SCHOOL ADMINISTRATION

the Agency for Health Care Administration, the Agency for Persons with Disabilities, the Department of Education, the Statewide Guardian Ad Litem Office, and any service or support provider contracting with such agencies, may share with each other records or information that are confidential or exempt from disclosure under chapter 119 if the records or information are reasonably necessary to ensure access to appropriate services for the student or to ensure the safety of the student or others. All such state and local agencies and programs shall communicate, collaborate, and coordinate efforts to serve such students.

6. If an immediate mental health or substance abuse crisis is suspected, school personnel shall follow policies established by the threat assessment team to engage behavioral health crisis resources. Behavioral health crisis resources, including, but not limited to, mobile crisis teams and school resource officers trained in crisis intervention, shall provide emergency intervention and assessment, make recommendations, and refer the student for appropriate services. Onsite school personnel shall report all such situations and actions taken to the threat assessment team, which shall contact the other agencies involved with the student and any known service providers to share information and coordinate any necessary follow-up actions. Upon the student's transfer to a different school, the threat assessment team shall verify that any intervention services provided to the student remain in place until the threat assessment team of the receiving school independently determines the need for intervention services.
7. (f) Each threat assessment team established pursuant to this subsection shall report quantitative data on its activities to the Office of Safe Schools in accordance with guidance from the office and

CHAPTER 3.00 – SCHOOL ADMINISTRATION

shall utilize the threat assessment database developed pursuant to s. 1001.212(13) upon the availability of the database.

VI. **SAFETY IN CONSTRUCTION PLANNING.**

- A. The School Board shall allow law enforcement agency and/or agencies that are designated as first responders to the district's campus and school's campuses to tour such campuses once every 3 years. Any changes related to school safety and emergency issues recommended by a law enforcement agency based on a campus tour must be documented by the district school board.

VII. **SCHOOL ENVIRONMENTAL SAFETY INCIDENT REPORTING.**

- A. The Superintendent shall develop and implement procedures for timely and accurate reporting of incidents related to school safety and discipline and shall provide training to appropriate personnel in accordance with law and State Board of Education rules.

VIII. **SAFETY PROCEDURES.**

- A. School alarms shall be monitored, and malfunctions shall be reported for immediate repair.
- B. Emergency evacuation drills (fire, hurricane, tornado, active shooter/hostage situation, other natural disaster, and school bus) shall be held in compliance with state requirements and formulated in consultation with the appropriate public safety agencies. Each principal, site administrator or transportation official is responsible for the following:
1. Developing and posting emergency evacuation routes and procedures;
 2. Assigning and training staff members in specific responsibilities to ensure prompt, safe and orderly evacuation;

CHAPTER 3.00 – SCHOOL ADMINISTRATION

3. Identifying and reporting hazardous areas requiring corrective measures; and
4. Preparing and submitting a written report of each emergency evacuation drill to the District office.
5. Coordinating with the School Safety Specialist to ensure that the school specific portion of the School Safety Plan is complete and up to date.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 316.614, 1001.37(3), 1001.43, 1001.51,
1006.062, 1006.07, 1006.13, 1006.145,
1006.1493, 1012.584, 1013.13, F.S.

HISTORY: ADOPTED: 03/09/2004
REVISION DATE(S): 12/20/2007, 05/13/2014, xx/xx/xxxx
FORMERLY: 3.4(1)

CHAPTER 3.00 - SCHOOL ADMINISTRATION

SAFE AND SECURE SCHOOLS

3.40+

- I. ~~The Citrus County District School Board has as its first obligation to provide a safe, secure, and orderly learning environment in all schools and at all sponsored activities for students, school personnel, and other persons.~~
- II. ~~An orderly environment can only be achieved by developing procedures to control students, personnel, and other persons on school property and attending School Board or school-sponsored events or activities. All procedures shall reflect the following policy provisions:~~
 - A. ~~No persons other than students and employees of a school site shall be on a school campus during school hours unless they are in compliance with Policy 9.60.~~
 - B. ~~A student who is suspended or expelled is not in good standing and is not permitted on any school campus, school grounds, or to attend any school-sponsored activity without specific permission from the site-based administrator.~~
 - C. ~~Any person on a school campus or school grounds not in accordance with this policy is hereby declared to be a trespasser and may be asked to leave immediately by any staff member. Each principal shall keep a log of such incidents which shall include the name of the person asked to leave and other pertinent information. If that person again enters upon the school campus or school grounds, any staff member shall immediately notify the principal or appropriate local law enforcement officials without further warning.~~
 - D. ~~Individuals who enter any School Board property, activity, or School Board meeting without a legitimate reason and create a disturbance or refuse to leave the property or activity when asked by the Board Chairperson, Superintendent or designee, principal or person in charge are subject to criminal penalty as provided in Florida Statutes. The person in charge shall contact appropriate law enforcement officials in cases of disruptive activity or refusal to leave the school property or activity and take appropriate actions to have the offender punished as prescribed by law. The Superintendent shall be notified of any such action at schools or school activities.~~

CHAPTER 3.00 - SCHOOL ADMINISTRATION

III. ~~The following emergency response agency(ies) will notify the District in the event of an emergency:~~

Emergency Response Agency	Type of Emergency
Citrus County Sheriff's Office	Emergencies, including, but not limited to, fires, natural disasters and bomb threats.

IV. ~~Safety - Emergency Plans~~

- ~~A. The Superintendent shall establish a uniform format for the development of schools' emergency management and preparedness plans.~~
- ~~B. Each school shall develop and maintain an up-to-date plan based upon the uniform guidelines and including the provisions of Florida law, State Board of Education rules, and other applicable regulations.~~
- ~~C. Emergency management and preparedness plans shall include notification procedures for weapon use and hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.~~
- ~~D. Copies of each school's plan shall be provided to county and city law enforcement agencies, fire departments and emergency preparedness officials.~~

V. ~~Safety - Procedures~~

- ~~A. School alarms shall be monitored, and malfunctions shall be reported for immediate repair.~~
- ~~B. Emergency evacuation drills (fire, hurricane, tornado, other disaster, and school bus) shall be held in compliance with state requirements. Each principal, site administrator or transportation official is responsible for the following:
 - ~~1. Developing and posting emergency evacuation routes and procedures;~~~~

CHAPTER 3.00 - SCHOOL ADMINISTRATION

2. ~~Assigning and training staff members in specific responsibilities to ensure prompt, safe and orderly evacuation;~~
3. ~~Identifying and reporting hazardous areas requiring corrective measures; and~~
4. ~~Preparing and submitting a written report of each emergency evacuation drill to the District office.~~

STATUTORY AUTHORITY: _____ **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: _____ **316.614, 1001.37(3), 1001.43, 1001.51,**
_____ **1006.062, 1006.07, 1006.145, 1013.13, F.S.**

HISTORY: _____ **ADOPTED: 03/09/2004**
_____ **REVISION DATE(S): 12/20/2007, 05/13/2014**
_____ **FORMERLY: 3.4(1)**

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting

Requested by Chuck Dixon  Department of Planning & Growth

Additional contact(s)/originator _____

Document Title Policy 4.60 District and Statewide Assessment Program

Board Action Required:

Presentation/Recognition _____ Information _____

Consideration/Approval _____

X Request to advertise for a Public Hearing at the October 8, 2019 School Board Meeting to approve the revision of Policy 4.60 District and Statewide Assessment Program.

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office _____ other _____

Request to set a Public Hearing to approve the revision of Policy 4.60 District and Statewide Assessment Program.

This matter was discussed by the presented at the Policy and Forms Committee on June 20, 2019 and to the July 30, 2019 School Board Workshop.

This policy revision is to Section III. The policy revision is required due to revisions in statutes.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of work force;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: 

(Form Board Approved 7/10/07)

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

DISTRICT AND STATEWIDE ASSESSMENT PROGRAM

4.60+

- I. Provisions of the District and statewide testing program for students shall be set forth in the *Testing Handbook Student Progression Plan for District Schools*. The handbook *Student Progression Plan* shall be approved by the School Board and is hereby incorporated by reference and made a part of these rules. No student shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any District testing program on the basis of race, color, gender, national or ethnic origin, political or religious beliefs, marital status, sexual orientation, pregnancy, disability, genetic information, or religion. Test modifications shall be made for students with disabilities and Limited English Proficiency (LEP) consistent with state and federal requirements.
- II. Measurement of student performance shall be the responsibility of the District for subjects and grade levels that are not measured under the statewide standardized assessment program.
- III. The statewide standardized end of course assessment shall be used as the final cumulative examination for the relevant course. A local assessment may be required as the final cumulative examination for a course that is not assessed under the statewide assessment program. A student enrolled in an Advanced Placement (AP), International Baccalaureate (IB), or Advanced International Certificate of Education (AICE) course who takes the respective AP, IB, or AICE assessment and earns the minimum score necessary to earn college credit, does not have to take the EOC assessment for the corresponding course in order to earn Scholar Diploma Designation.
- IV. The uniform calendar of assessment and reporting schedules, provided by the Department of Education, shall be published on the District website. The District assessment schedule and required information shall be incorporated into the uniform calendar.
- V. The parent, as defined by Florida Statutes, of each student must be notified regarding the progress of the student towards achieving state and District expectations for proficiency in reading, science, writing and mathematics. A student's state assessment results and the results of district-required local assessments must be reported to the parent or guardian.

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

- VI. The District shall provide student performance results on statewide standardized assessments and district-required local assessments to instructional personnel for the purpose of improving instruction.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.


LAW(S) IMPLEMENTED: 1000.21, 1001.11(5), 1001.43,
1003.4285, 1008.22, 1008.34, F.S.

HISTORY: **ADOPTED:** 06/14/2016
REVISION DATE(S): 06/14/2016, xx/xx/xxxx
FORMERLY: NEW

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.

Requested by Chuck Dixon Department of Planning & Growth

Additional contact(s)/originator  Department of Management

Document Title Policy 4.70 Home Education Program

Board Action Required:

Presentation/Recognition Information

Consideration/Approval

X Request to advertise for a Public Hearing at the October 8, 2019 School Board Meeting to approve the revision of Policy 4.70 Home Education Program.

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office other

Request to set a Public Hearing to approve the revision of Policy 4.70 Home Education Program.

This matter was discussed by the presented at the Policy and Forms Committee on June 20, 2019 and to the July 30, 2019 School Board Workshop.

This policy is a complete re-write of the old policy. The revision is recommended.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

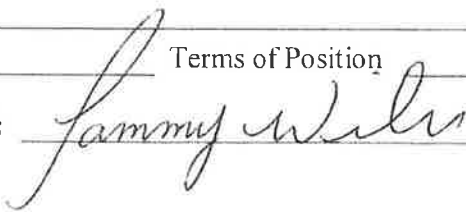
Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: 

(Form Board Approved 7/10/07)

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

HOME EDUCATION PROGRAM

4.70

A "home education program" means the sequentially progressive instruction of a student directed by his/her parent in order to satisfy the attendance requirements set forth in State law. Home Education students will not be assigned a grade level by the District.

Home education programs are excluded from meeting the day or hour requirements of the school day or school year.

- I. A parent, as defined in s. 1000.21, who establishes and maintains a home education program shall notify the Superintendent of her or his intent to establish and maintain a home education program. The notice must be in writing, signed by the parent, and include the full legal names, addresses, and birthdates of all children who shall be enrolled as students in the home education program. The notice must be filed in the Superintendent's office within 30 days of the establishment of the home education program.
- II. The Superintendent shall accept the notice and immediately register the home education program upon receipt of the notice. The district may not require any additional information or verification from the parent unless the student chooses to participate in a school district program or service. The Superintendent may not assign a grade level to the home education student or include a social security number or any other personal information of the student in any school district or state database unless the student chooses to participate in a school district program or service.
- III. The Superintendent shall provide the parent with a copy of F.S. 1002.41, a copy of the accountability requirements set forth in F.S. 1003.26(1)(f) with which the parent shall be expected to comply, and a copy of Policy 5.40 – Student Attendance, which sets forth the actions that must be taken for noncompliance.

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

- IV. The parent shall maintain a portfolio of records and materials. The portfolio must consist of the following:
- A. A log of educational activities that is made contemporaneously with the instruction and that designates by title any reading materials used.
 - B. Samples of any writings, worksheets, workbooks, or creative materials used or developed by the student.
- V. The parent shall determine the content of the portfolio, preserve it for 2 years, and make it available for inspection, if requested, by the Superintendent, or the Superintendent's agent, upon 15 days' written notice. Nothing in this paragraph shall require the Superintendent to inspect the portfolio.
- VI. The parent shall provide for an annual educational evaluation in which is documented the student's demonstration of educational progress at a level commensurate with her or his ability. The parent shall select the method of evaluation and shall file a copy of the evaluation annually with the Superintendent's office. The annual educational evaluation shall consist of one of the following:
- A. A teacher selected by the parent shall evaluate the student's educational progress upon review of the portfolio and discussion with the student. Such teacher shall hold a valid regular Florida certificate to teach academic subjects at the elementary or secondary level;
 - B. The student shall take any nationally normed student achievement test administered by a certified teacher;
 - C. The student shall take a state student assessment test used by the school district and administered by a certified teacher, at a location and under testing conditions approved by the school district;
 - D. The student shall be evaluated by an individual holding a valid, active license pursuant to the provisions of s. 490.003(7) or (8); or

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

- E. The student shall be evaluated with any other valid measurement tool as mutually agreed upon by the Superintendent of the district in which the student resides and the student's parent.

- VII. The Superintendent shall accept the results of the annual educational evaluation of the student in a home education program. If the student does not demonstrate educational progress at a level commensurate with her or his ability, the Superintendent shall notify the parent, in writing, that such progress has not been achieved. The parent shall have 1 year from the date of receipt of the written notification to provide remedial instruction to the student. At the end of the 1-year probationary period, the student shall be reevaluated as specified in Paragraph VII. Continuation in a home education program shall be contingent upon the student demonstrating educational progress commensurate with her or his ability at the end of the probationary period.

- VIII. A home education program shall be excluded from meeting the requirements of a school day.

- IX. Home education students may participate in interscholastic extracurricular student activities, may participate in the Bright Futures Scholarship Program, may participate in dual enrollment programs, are eligible for admission to Florida College System institutions, and are eligible for admission to state universities in accordance with the policies and guidelines of the Board of Governors.

- X. Testing and evaluation services at diagnostic and resource centers shall be available to home education program students, including, but not limited to, students with disabilities.

- XI. The School District may provide exceptional student education-related services, as defined in State Board of Education rule, to a home education program student with a disability who is eligible for the services and who enrolls in a public school solely for the purpose of receiving those related services. The School District shall report each student as a full-time equivalent student in the class and in a manner

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

prescribed by the Department of Education, and funding shall be provided through the Florida Education Finance Program.

- XII. The School District may provide access to career and technical courses and programs for a home education program student who enrolls in a public school solely for the career and technical courses or programs. The School District shall report each student as a full-time equivalent student in the class and in a manner prescribed by the department, and funding shall be provided through the Florida Education Finance Program.
- XIII. Industry certifications, national assessments, and statewide, standardized assessments offered by the School District shall be available to home education program students. The Superintendent shall notify home education program students of the available certifications and assessments; the date, time, and locations for the administration of each certification and assessment; and the deadline for notifying the School District of the student's intent to participate and the student's preferred location.
- XIV. The School District may not further regulate, exercise control over, or require documentation from parents of home education program students beyond the requirements of this section unless the regulation, control, or documentation is necessary for participation in a school district program.
- XV. The parent shall file a written notice of termination upon completion of the home education program with the Superintendent, along with the annual evaluation required in Paragraph VI, within 30 days of termination.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1000.21, 1001.41, 1001.43, 1002.01, 1002.41, 1003.26 F.S.

HISTORY:

ADOPTED: 03/09/2004

REVISION DATE(S): 05/15/2008

FORMERLY: 6.23(1)

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

HOME EDUCATION PROGRAM

4.70


~~Home education programs shall adhere to the provisions of Florida Statutes. The Superintendent or designee shall be responsible for assuring that the home education programs are in compliance with Florida Statutes.~~

~~STATUTORY AUTHORITY: _____ 1001.41, 1001.42, F.S.~~

~~LAW(S) IMPLEMENTED: _____ 1001.41, 1001.43, 1002.01, 1002.41, F.S.~~

~~HISTORY: _____ ADOPTED: 03/09/2004
REVISION DATE(S): 05/15/2008
FORMERLY: 6.23(1)~~

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.
Requested by Chuck Dixon  Department of Planning & Growth Management
Additional contact(s)/originator _____
Document Title Policy 5.09 Requirements for Original Entry

Board Action Required:

Presentation/Recognition _____ Information _____
Consideration/Approval _____

X Request to advertise for a Public Hearing at the October 8, 2019 School Board Meeting to approve the revision of Policy 5.09 Requirements for Original Entry.

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office _____ other _____

Request to set a Public Hearing to approve the revision of Policy 5.09 Requirements for Original Entry.

This matter was discussed by the presented at the Policy and Forms Committee on June 20, 2019 and to the July 30, 2019 School Board Workshop.

This policy was previously revised in April 2019. There were additional revisions that were discussed by Board members which required additional revisions to be made after April 2019 approval. There were also some additional revisions to changes in statutes.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by:  _____

(Form Board Approved 7/10/07)

CHAPTER 5.00 – STUDENTS

REQUIREMENTS FOR ORIGINAL ENTRY

5.09

- I. Any student who initially enrolls in the District shall be required to present certification of immunization prior to admittance or attendance as required by Florida Statutes.
 - A. Students who are under twenty-two (22) years of age and/or are attending adult education classes shall present certification of immunization for communicable diseases.
 - B. Immunization shall be required as determined by the ~~Department of Children and Family Services~~ Department of Health.
 - C. A transfer student ~~may be granted thirty (30) school days to provide documentation of school entry health examination and certificate of immunization record~~ shall provide documentation of school entry health examination and immunization prior to school attendance.
 - D. Any student who meets qualifications of homelessness under the McKinney Act and students who are known to the Department of Children and Family Services who seek admission to a District school may be granted thirty (30) school days to secure documentation of a school health examination and certificate of immunization.
 - E. Exceptions may be granted as provided in Florida Statutes.
- II. Students in Grades PK-12 who enter Florida public schools for the first time shall present evidence of a health examination within the twelve (12) month period prior to their initial entrance.
 - A. Any student who ~~was previously enrolled in an out-of-state public school and/or~~ meets qualifications of homelessness under the McKinney Act and students who are known to the Department of Children and Family Services who seeks admission to a District school may be granted thirty (30) school days to secure documentation of a school health examination and certificate of immunization.
 - B. ~~The Superintendent may grant exceptions to this rule pursuant to Florida Statute.~~ Exceptions may be granted as provided in Florida Statutes.

CHAPTER 5.00 – STUDENTS

- C. The health examination shall be completed by a health professional who is licensed in Florida or in the state where the examination was performed.
- III. Any student who was previously enrolled in an out-of-state public school and who seeks admission to a District school shall be admitted on the basis of admission requirements established in the state in which the student resided prior to moving to the county, except as provided in this rule.
- IV. The school principal shall determine grade placement of students from a private or nonpublic school or from home education based on, but not limited to, tests, age, and previous school records.
- V. Any student who initially enrolls in the District shall be required to report any previous school expulsions and any pending felony charges. The District may waive or honor the final order of expulsion or dismissal of a student if the act, which resulted in dismissal, would have been the basis for expulsion according to *Citrus County School Schools Student Code of Conduct*.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1001.43, 1003.01, 1003.21, 1006.07, 1003.22, F.S.

STATE BOARD OF EDUCATION RULE(S):

6A-6.024

HISTORY:

ADOPTED: 03/09/2004

REVISION DATE(S): 02/08/2005, 05/12/2015, 04/09/2019

FORMERLY: 7.3(2), 7.81(1)

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.
Requested by Chief Buddy Grant Department of Administration
Additional contact(s)/originator Jonny Bishop
School Safety Funding Agreement Between the School Board of Citrus County, Florida and Citrus County, Florida for the 2019-2020 School Year.

Board Action Required:

Presentation/Recognition _____ Information _____
Consideration/Approval _____
Approve the School Safety Funding Agreement Between the School Board of Citrus County, Florida and Citrus County, Florida for the 2019-2020 School Year.

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office _____ other _____

Executive Summary/Highlights:

Agreement between the School Board of Citrus County and Citrus County, Florida, to fund \$1,448,643.00 of the School Resource Officer Agreement between the School Board of Citrus County and the Citrus County Sheriff's Office for the 2019-2020 School Year. Payable October 1, 2019 through September 30, 2020.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

\$1,448,643.00 Revenue October 2019-September 2020

Financial Impact to the District: _____

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Sammy Wilson

(Form Board Approved 7/10/07)

SCHOOL SAFETY FUNDING AGREEMENT
BETWEEN
THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
AND
CITRUS COUNTY, FLORIDA
FOR THE 2019-2020 SCHOOL YEAR

THIS AGREEMENT is entered into by and between The School Board of Citrus County, Florida, a political subdivision of the State of Florida and a body of corporate pursuant to §1001.40, Florida Statutes (hereinafter referred to as “School Board” or “School District”); and Citrus County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter “County”); (collectively the “Parties”).

WITNESSETH:

WHEREAS, pursuant to Section 1006.12, *Fla. Stat.*, each district school board and school district superintendent is required to partner with a law enforcement agency to establish or assign one or more safe-school officers at each of the School District’s school facilities (“school”) starting with the 2019-2020 school year; and

WHEREAS, pursuant to Section 1006.12(1), *Fla. Stat.*, the School District is authorized to enter into a cooperative agreement with the Sheriff to provide school resource officers (“SROs”) at each of its schools; and

WHEREAS, the School District approached the County seeking assistance with funding its SRO Program to meet the requirements of Section 1006.12(1), *Fla. Stat.*; and

WHEREAS, the County, through its Board of County Commissioners, voted to assist the School Board with funding; and

WHEREAS, the Parties agree financial transparency is essential to ensure residents know and understand the use of funds; and

WHEREAS, the Parties feel it is in the best interest of the School District, the County, and the citizens of Citrus County for the parties to enter into an agreement, under the terms and conditions set forth in herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.

2. **TERM.** The term of this Agreement shall commence at 12:01 AM on the 1st day of October 2019 and end at midnight on the 30th day of September 2020.

3. **CONTINGENCY.** The parties agree this Agreement is contingent upon the School Board entering into an Agreement with the Citrus County Sheriff for SRO's for the School Board's 2019-2020 fiscal year.

4. **FINANCIAL MANAGEMENT.**

A. The Parties agree that the total program cost of the School Board's School Resource Officer Program is Two Million, Four Hundred Thirty-Four Thousand Two Hundred Seventy-Six Dollars and Zero Cents (\$2,433,276.00) for the School District FY 2019-2020 and the amount that will not be exceeded.

B. The School Board agrees that it will require the Sheriff, effective October 1, 2019, to account for the SRO costs under this Agreement in a separate department/cost center to allow for financial reporting and auditing. Any indirect cost allocations must meet Federal Office of Management and Budget standards and good accounting practices.

C. The County agrees to pay to the School Board One Million Four Hundred Forty-Eight Thousand, Six Hundred Forty-Three Dollars and Zero Cents (\$1,448,643.00). The County will pay the School Board \$1,448,643.00 in twelve equal

(12) monthly installments for the period October 1, 2019 through September 30, 2020 in the amount of \$120,720.25. The County's monthly payments will begin October 1, 2019 and be payable on or before the last day of each month.

D. The Parties agree that any additional allocation from the State from SB 7026, SB 7030 or from any other source for SRO's made to the Sheriff, the School District or the County shall be applied to reduce the County's and the School District's proportionate contribution to the SRO Program. Any additional allocation received by any party shall be sent to the School Board for distribution as stated above. This paragraph does not apply to individual private donations to any of the Parties. The School Board will include this provision in any contract the School Board executes with the Sheriff for SRO's.

E. The Parties agree that any potential grant the Sheriff or any Party intends to apply for relating to the SRO program either relating to the deputies or capital equipment should be brought to the School Board for approval to apply.

5. **TERMINATION AND NONRENEWAL.** This Agreement may only be terminated prior to the Agreement's expiration date by a party upon at least ninety (90) days prior written notice to the other party that the party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The party in breach shall have ninety (90) days in which to cure the breach or the non-breaching party can terminate this Agreement and pursue all available legal and equitable remedies.

6. **ACCOUNTING AND AUDITING.** The parties agree the funds paid pursuant to this Agreement are restricted for the payment of expenses related to the SRO program. The School Board agrees that it will contractually require the Sheriff to provide detailed quarterly revenue and expense reports and reserve balance reports for the funds paid pursuant to this Agreement to the County and the School District. These reports will encompass the restricted funds paid pursuant to this Agreement and any agreement the School Board enters into with the Sheriff. This provision allows for the SRO funds to be

audited, but in no event shall such audit occur more frequently than once per year. The party requesting the audit will pay for the audit services. The School Board will include this provision in any contract the School Board executes with the Sheriff for SRO's.

7. **MISCELLANEOUS.**

A. **Non-assignment.** This Agreement may not be assigned without the express written consent of the School District and the County, which consent may be withheld for any reason or no reason.

B. **Notices.** All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

If to BOARD: Superintendent of Schools
1007 West Main Street
Inverness, Florida 34450

With a copy to:

R. Wesley Bradshaw, Esq.
General Counsel
Bradshaw & Mountjoy, P.A.
209 Courthouse Square
Inverness, Florida 34450

If to County: County Administrator
3600 W. Sovereign Path
Lecanto, Florida 34461

With a copy to:

Denise A. Dymond Lyn, Esq.
County Attorney
110 North Apopka Avenue
Inverness, Florida 34450

Any party may change his, her or its address and/or the address of the entity copied on his, her or its behalf upon written notice to all other Parties.

C. Indemnification. The Parties acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Parties agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The Parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

D. Non-Discrimination. The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

E. No Presumption/Severability. The Parties acknowledge that they and their attorneys have participated in the preparation, negotiations and drafting of this Agreement. The terms in this Agreement shall be construed in accordance with their fair meaning and there shall be no presumption applied against any Party for having drafted or participated in the drafting of any such terms. The terms of this Agreement

shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

F. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Citrus County, Florida (hereinafter the “Court”), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

G. Opportunity to Consult with Counsel. The Parties acknowledge that they have had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and of its legal effect and fully understand and agree to each and every provision hereof without reservation, and that they have executed this Agreement in reliance on their own judgment and free from any coercion, duress or undue influence.

H. Execution and Binding. This Agreement may be executed in counterparts (including by facsimile or other electronic imaging), any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, agents, employees, administrators, trustees, executors, receivers, successors, assignees and legal representatives, whether a signatory hereto or not.

I. Waiver. No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver or acquiescence thereto; nor shall any single

or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver shall be valid against any Party, unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

J. Relationship of the Parties. The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

K. No Third-Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

L. Public Records. The Parties shall comply with Florida's public records laws, and specifically agree to: 1) keep and maintain public records that ordinarily and necessarily would be required in accordance with the applicable records retention schedule, 2) provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, *Fla. Stat.*, and 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by laws.

M. Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, in order to be binding, must be written and signed by the Parties hereto.

N. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

**THE SCHOOL BOARD OF CITRUS
COUNTY, FLORIDA**

Sandra Himmel, Superintendent and
Ex-Officio Secretary

Thomas Kennedy, Chairman
Citrus County School Board

Date: _____

Date: _____

ATTEST:

**CITRUS COUNTY, FLORIDA,
by and through its Board of County
Commissioners**

Angela Vick, Clerk of Courts

Jeff Kinnard, Chairman
Citrus County Board of County
Commissioners

Date: _____

Date: _____

MM

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.
Requested by Kathy Androski, Department of Educational Technology
Additional contact(s)/originator Lance Fletcher
Document Title iPad Insurance Information

Board Action Required:

Presentation/Recognition _____ Information iPad Insurance
information
Consideration/Approval _____

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached X available in district office _____ other _____

Executive Summary / Highlights:

Securanty is a company that offers device insurance for education. This is a service that parents will sign up for at a cost of \$29.95 to the parents for a year of coverage per iPad with \$0 deductible. The insurance covers damage, hardware issues, fire, and theft.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.

X Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: _____ \$0 _____

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Sammy White

(Form Board Approved 7/10/07-original)



Quote Information for Citrus County School Board - Optional Purchase

Model	Apple iPad 6th Gen & Other Models	
Quote Number	Q1561044379	
Quote Valid Till	09/15/2019	EXT. WARRANTY + ACCIDENTAL + LOST + THEFT+ PERILS
Consumer Type	K-12	
Coverage	Ext. Warranty + Accidental Damage + Lost + Theft + Perils	Extended Warranty ✓ Cracked Screens ✓ Liquid Spills & Immersion ✓ Theft, Robbery & Burglary ✓ Power Surge By Lightning ✓ Lost (Unexplained Loss) ✓ Fire, Flood & Natural Disasters ✓ vandalism ✓ Unlimited Claims ✓
Product Type	iPads & Tablets	
Item Condition	New or Used	
Policy Term	1 Year	
Coverage Limit	\$350.00	
Premium/Cost	\$29.95	
Quantity	14,000: No obligation for minimum number of policies	
Extended Total	Not Applicable. Parents offered option to purchase insurance	
Billing Type	Pay In Full	
Claim Deductible	Extended Warranty: \$0.00 Accidental Damage: \$0.00 Theft: \$0.00 Lost: \$0.00 Perils: \$0.00	
Service Level	See Page 6 for repair service options	
Terms & Conditions	Click Here	
How does it work?	See page 5 details on optional insurance process	

Ready to move forward with Securranty?

1. Complete page 5 with your school's requirements
2. Email to orders@securranty.com along with page 1 of this quote
3. Once received, we will setup within 2 business days (i) landing page for parents to purchase insurance (ii) flyer with cost & information for parents (iii) Account for school IT staff to view & track all policy & claim activity



Device Insurance For Education

OUR PROTECTION PLAN COVERS

- Mechanical Malfunction
- Wi-Fi Failure
- Port Failure
- Display Failure
- Won't Power On
- Hard Drive Failure
- Battery Failure
- Theft, Robbery & Burglary
- Cracked screens
- Fire, Flood & Natural Disasters
- Liquid spills & Immersion
- Lost (Unexplained Loss)
- Power Surge By Lightning
- Unlimited Claims
- Accidental Damage
- Vandalism

Chromebook Insurance **\$18.00**
1 Year/Coverage Amount: \$200



iPad Insurance **\$29.95**
1 Year/Coverage Amount: \$300

SOLUTION FOR EDUCATION

- 1-4 year coverage options
- New, used or refurbished
- Group policy discounts
- All brands & Models covered
- Student or school purchase option

CLAIMS & SERVICE

- Onsite Tech Dispatch
- Same day local repair
- School Self-Repair (Get paid **\$25/Repair**)
- Depot Service
- Advanced exchange
- How to file claim

STUDENT/PARENT DISCOUNTS

- No cost or fees to school
- No minimum purchase required
- Student/Parents purchase policy
- Online Accounts for students/parents
- Online Account for school staff
- Parents or school can file claims

ONLINE PORTAL

- Web-based proprietary technology
- File claim online in 2 minutes
- View & Track claims in real-time
- Policy & Claim reports
- Enterprise level API & Support



MS Surface Go **\$34.95**
1 Year/Coverage Amount: \$350

MacBook Insurance **\$69.00**
1 Year/Coverage Amount: \$750



 Request Proposal	 Get an Instant Quote	 Download Brochures	 Frequently Asked Questions	 Book a meeting	 Contact Us Now
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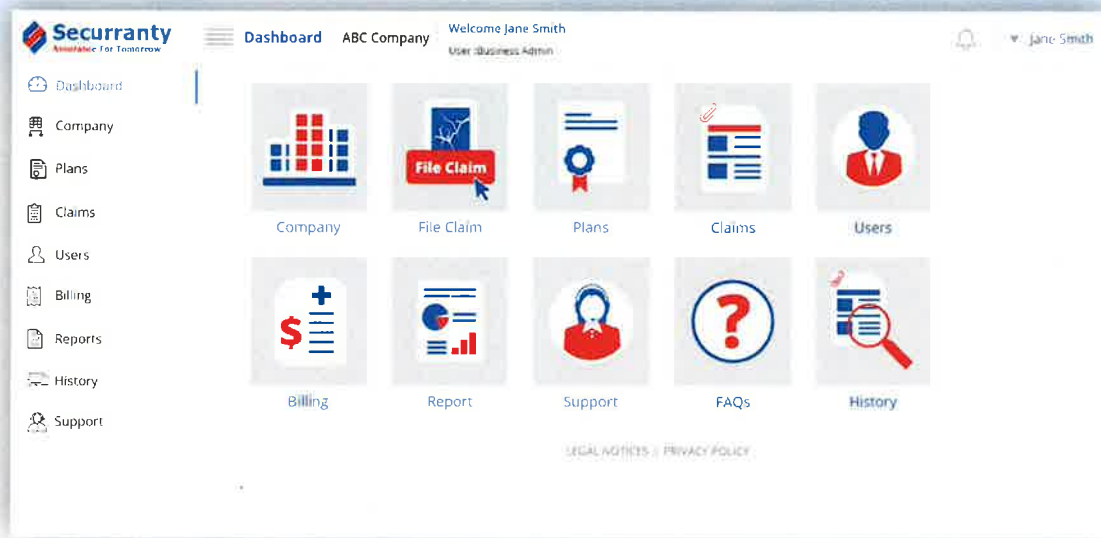


BBB Rating: A+
as of 2/25/2019
[Click for Profile](#)



Mobile Asset Gateway In Cloud

MAGIC (Mobile Asset Gateway in Cloud), Securranty's proprietary cloud-based platform was initially "Built for Enterprise" offering ease of asset & service management for large mobility deployments.



Today it has now evolved into a complete warranty management platform that includes Registration, Claims, Instant Replacement Inventory management, Depot Service, Onsite Tech Dispatch Service, Reporting, Billing, and Online Accounts for all stakeholders providing real-time visibility, transparency and reporting.



MAGIC provides assurance for delivery of best in class service to customers. Currently, the platform is in use by Enterprise, Educational Institutions, OEM's, Retailer's, and other partners including Wireless carrier partners.

ONLINE ACCOUNT MANAGEMENT

All users on the platform including Businesses, Educational Institutions, and individual customers have an online account to manage their plan(s). Users are able to purchase additional plans or register protection plans as well as file and track claims from start to finish. Account administrators can add additional users to their account with restricted access.



BULK REGISTRATION

Bulk upload functionality enables purchase or registration of large number of plans for customers via an excel spreadsheet. With Bulk Registration, users can enroll 100 or 100,000 plans within seconds or minutes. Additionally, users may enroll plans individually or through an enterprise level API.

BYOD/INDIVIDUAL USER ENROLLMENT

For organizations with BYOD environment such as enterprise or educational institutions, the platform simplifies enrollment by individuals of a particular organization. The enrollment process can be customized to meet each organizations requirement for enrollment, payment/billing and claims management.

ASSET TRACKING

Organizations that have a need to track their assets by Serial/IMEI, Employee ID, Asset Tag ID, divisions or cost center are able to do so with ease.

USER MANAGEMENT

Administrator user in each account has the option to add additional users with restricted user roles limiting access to certain functions and information.

SERVICE LEVEL OPTIONS

MAGIC allows for our customers to select or restrict service level to meet their organizations requirements. Service level management includes (1) Inventory management at single or multiple locations or hubs (2) Onsite Technician Dispatch (3) Local repair store with electronic reimbursement (4) Depot Service with shipping carrier integration (5) Advanced Exchange Replacement with various shipping levels for efficient cost management and more.



CLAIMS & SERVICE

Combining the best in classtechnology and human resources, MAGIC allows customers to file claim online 24 x 7 with customized service request. Additionally, it is fully integrated with UPS, FedEx, USPS and other shipping carriers for managing of shipping & reverse logistics with real-time tracking and information.



MDM OR MANGED SERVICES

Seamless Integration of service or our technology with client or client partners & service providers is available. MAGIC provides enterprise level API integration or other easier options.

SUPPORT

Within every account is a support module allowing customers to open a support ticket, access FAQ's and more.

REPORTING

Once a device is uploaded to the MAGIC system, it creates an audit trail with log of events and history. Customers have 24 x7 access to reporting from within their account to export all warranties, claims, and more.

TRANSPERANCY & VISIBILITY

Transparency and Visibility are the founding principles on which the MAGIC platform is built. The end customers have complete visibility and tracking including claims from start to finish.



Optional Purchase of Insurance by Parents/Students

Acknowledgement by Securanty: There's no cost, fees or charges to the school for the above services & account setup offered by Securanty to schools for optional purchase of device insurance by Parents/Students. There is no obligation or requirement for minimum number of policy purchases. **Portal is open all year long for transfer & new students, but students must purchase insurance within 30 days of device being issued to them.**

Please review to learn how the process works. Fill in the blanks below to customize the insurance purchase and claims process for your school. If questions, email edu@securanty.com or **book a meeting** with our team members.

1. We will setup a landing page and provide you with a URL and a PDF flyer to post on school's intranet & share with parents. Parents simply click on the URL to purchase and pay for insurance. The flyer will have instructions & details on coverage and how to purchase insurance and/or file claims. **Date(s) Students will be issued Devices?** List both Summer & Fall Dates: _____

2. We will setup an account for School administrators/staff to view policies purchased by students, file claims (optional), export Reports, add additional team members to account and more. Provide Full Name & Email address of the account administrator. Additional users can be added later by the account administrator.

Account Administrator Name: _____ Email address: _____

3. Please confirm by listing device brand, model & if devices are Brand New or Used or Both. We will insure only those appear for selection when insurance is being purchased by parents/students.

Manufacturer/Brand: _____ Model: _____ **New Used New & Used**
 Manufacturer/Brand: _____ Model: _____ **New Used New & Used**
 Manufacturer/Brand: _____ Model: _____ **New Used New & Used**

4. Select below information parents are to provide when purchasing insurance. **Our recommendations are highlighted in Green.** Please **select as Required** only the information student/parent will have when purchasing insurance. Any incorrect information input at time of purchase by parents/students, you can update later.

Student First Name (circle one):	Optional	Required	Not Applicable
Student Last Name (circle one):	Optional	Required	Not Applicable
Student ID (Circle one):	Optional	Required	Not Applicable
Device Serial Number (circle one):	Optional	Required	Not Applicable
Device Model (circle one):	Optional	Required	Not Applicable
Device Manufacturer (circle one):	Optional	Required	Not Applicable
School Name** (circle one):	Optional	Required	Not Applicable

(**if you would like to track devices issued to students from different schools within a school district. Provide list of school names)

5. Who will file claims? (circle One): **Student/Parent** **School Staff**

6. Choose preferred Repairs/Replacement Option(s) when claims occur (circle One. See page 2 for details):

a) Depot Service b) Onsite Tech Dispatch c) Self-Repair (School Gets paid for repair) d) Local Repair f) Authorized Repair Centers e)Advanced Exchange (Next or 2nd Business Day)

7. If Self-Repair (self-service), how much would like to be paid per claim for **labor** cost: \$ _____ ?

8. If Self-repair, Securanty or School to provide parts? (circle One):

a) Securanty pays for parts and ships to school
b) School will buy parts and submit invoice to Securanty for reimbursement



Claims & Service Details & Links to YouTube Videos:

You may select a preferred claim service option. Additional options below may also be available to customers and can be requested when filing a claim. How to file claim: [Watch Video](#)

Depot Service, includes 5-Day service guarantee and 2-way postage is paid for by Securranty. Customer receives shipping label by email and ships claim device for repair. If device cannot be repaired, it will be replaced. One year parts & labor warranty is offered with every repair. [Watch Video](#)

Self-Repair, Securranty provides parts at the time claim is filed so customer may choose to repair the item, provided they have the expertise to do such repair. Stock of repair parts is also provided in advance to customers that purchase a minimum number of policies and agree to only use parts after a claim is filed and approved. We also pay schools for each claim they self-repair or for parts they purchase for repair. [Watch Video](#)

Onsite Technician Dispatch, when offered and available, we will dispatch a technician to your home or business to have Item repaired. Offered for Smartphones, iPads, Televisions, Appliances and other mission critical items such as servers. [Watch Video](#)

Authorized Repair Centers, Securranty will direct you to one of our Authorized Repair Centers in your area after your claim is approved. We will pay the facility for cost of your repair. If you already work with a repair facility, Securranty will add the facility as an approved Authorized Repair Center so you may continue utilizing your local repair facility. [Watch Video](#)

Local Repair, Customer may request to have item repaired at local repair shop such as Apple Genius Bar or any other local repair store. Typically, this option is offered for Smartphones & iPads. Customer pays for repair to store and submits receipt for reimbursement. Reimbursement is processed electronically within 5 days via PayPal or Chase bank. [Watch Video](#)

Next Business Day, Securranty will overnight an advanced replacement to customer with a pre-paid return label to ship the claim device to Securranty repair facility. Selection of this option offered is required to receive this service level.

2nd Business Day, Securranty will provide an advanced replacement to customer shipped with 2nd Business Day delivery with a pre- paid return label to ship the claim device to Securranty repair facility. Selection of this option offered is required to receive this service level.

Below are information links:

[Online Portal for Warranty & Insurance Plans & Claims Management | Securranty](#)

[K-12 Student Device Warranty & Insurance 1 Page Overview | Securranty](#)

[How Securranty Simplifies Student/Parent purchase of insurance | Securranty](#)

[Download Brochures | Securranty](#)

[Frequently Asked Questions | Securranty](#)

The program is administered by, Securranty, Inc., a licensed Third-Party Administrator. All policies are underwritten by A.M. Best Rated "A - Excellent" Insurer.

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting,
Requested by Laura Mason Department of Citrus High School
Additional contact(s)/originator Tiffany McCall
Document Title Request to accept donation

Board Action Required:

Presentation/Recognition _____ Information _____
Consideration/Approval Approval to accept donation from Central Maintenance & Welding
in the amount of \$1000.00 to help with sound equipment

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached _____ available in district office _____ other _____

Executive Summary/Highlights:

Approval to accept donation from Central Maintenance & Welding in the amount of 1000.00 to help with sound equipment.

Strategic Goals:

- 1 All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2 Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: 0

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Tiffany McCall

(Form Board Approved 7/10/07)

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.
Requested by Linda C. Connors *Linda Connors* Department of Crystal River High
Additional contact(s)/originator Cliff Lohrey
Document Title Approve \$3000 donation to CRHS football

Board Action Required:

Presentation/Recognition _____ Information _____
Consideration/Approval _____
Approve \$3000 donation to Crystal River High School football from Curry's Roofing, LLC

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached _____ available in district office _____ other _____

Executive Summary/Highlights:

Approve \$3000 donation to Crystal River High School football from Curry's Roofing, LLC
Funds will be used toward the purchase of a Custom Inflatable Arch and Tunnel.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems.
- Emphasis on at-risk and special groups of learners (including gifted).
- Staff development, recruitment, and retention of workforce.
- Data systems (technology).
- Allocation of resources (human, physical, technological, financial).
- Career preparations.
- Community Connections

Financial Impact to the District: 0

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: *Sammy Wilk*

REQUESTS FOR SCHOOL BOARD AGENDA

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Requested for August 13, 2019 School Board Meeting.
Requested by Gloria Bishop, Director Department of Withlacoochee Technical College
Additional contact(s)/originator Karen Davis
Document Title Affiliation Agreement with Superior Residences

Board Action Required:

Presentation/Recognition _____
✓ Consideration/Approval Requesting approval of Affiliation Agreement between the Citrus County School Board, Withlacoochee Technical College, and Superior Residences

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached available in district office _____ other _____

Executive Summary / Highlights:

This affiliation agreement between Superior Residences, the Citrus County School Board and Withlacoochee Technical College enhances the education of our medical students by providing hands-on training.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: No Financial Impact

Amount Budgeted _____ Additional Amount Requested _____

Funding Source _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: *Sammy Wilks*
(Form Board Approved 7/10/07)

AGREEMENT BETWEEN
THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
AS THE GOVERNING ENTITY FOR THE
WITHLACOOCHE TECHNICAL COLLEGE
AND
SUPERIOR RESIDENCES

I. PARTICIPATING AGENCIES:

The participating agencies in this agreement are THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA as the governing entity of the WITHLACOOCHEE TECHNICAL COLLEGE, hereinafter known as the "Institute" or "School Board;" and SUPERIOR RESIDENCES, hereinafter known as the "Agency."

II. STATEMENT OF AGREEMENT:

This is a mutual agreement between the Administration of the Agency and the Institute that the Agency will accept Student Nurses (Practical Nurses, Patient Care Assistants, Home Health Aides, Nurses' Assistant) from the Institute for supervised clinical (learning) experiences in the care of patients in accordance with the provisions set forth in this agreement.

III. GENERAL PROVISIONS OF THE AGREEMENT:

1. The education of the students shall be the primary purpose of the training program.
2. The Institute shall be responsible for the education of the student.
3. The Agency agrees to share in the responsibility for the education of the student.
4. The faculty of the Institute shall be responsible for selecting the learning experience for the students with the assistance and cooperation of Agency nursing personnel. The Agency and/or a patient has the right to refuse the services of a student.
5. The Institute agrees to comply with the established policies of the Agency and will require each faculty member and student to become acquainted with all Agency Rules, Regulations and current policies affecting the Agency, its staff and the patients. It will be the responsibility of the Agency Administrator or a designee

representative to provide the Institute and/or nursing facility members with the above mentioned rules, regulations, etc. The Agency becomes an extension of the Institute's campus while students and/or faculty are on its premises.

6. The Institute will assure that all Practical Nursing students utilizing the Agency for training will maintain general and professional liability insurance. Insurance shall be obtained from a company licensed to do business in the state of Florida. The limits of liability shall be in the minimum amounts of one million dollars (\$1,000,000) Per Occurrence, and two million dollars (\$2,000,000) per Annual Aggregate. Said insurance shall provide that the Agency shall receive not less than twenty (20) days written notice of cancellation. Prior to beginning the training program, the Institute shall provide the Agency with certification of said insurance, limits and cancellation notice provisions for all participating faculty and students.

The parties hereby stipulate and agree that the Institute's assurance that students utilizing the Agency for training will maintain general and professional liability insurance shall not constitute an indemnification by the Institute on behalf of the students to the Agency and in no way creates any indemnification obligation whatsoever by the Institute. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. 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.

7. The Agency agrees to accept Practical Nursing students with the understanding that the maximum number of students will not exceed twelve (12) for clinical experience at any time, including the normal overlapping period.
8. Any notice required or permitted by this agreement shall be in writing and be deemed given at the time it is deposited in the United States Mail, addressed to the party to whom it is to be given as follows:

AGENCY: Superior Residences
2300 SW 21st Circle
Ocala, FL 34471

INSTITUTE: Withlacoochee Technical College
1201 West Main Street
Inverness, Florida 34450

9. Level II Background Investigation

The Agency represents and warrants to the School Board that the Agency has read and is familiar with Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 regarding background investigations. Agency covenants to comply with all requirements of the above cited statutes and shall provide School Board with proof of compliance upon request. Agency agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Agency's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467 and 1012.468.

10. Sovereign Immunity

Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. 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.

IV THE INSTITUTE'S RESPONSIBILITY:

1. To maintain standards recommended in the Rules and Regulations of the Florida State Board of Nursing and in the State Plan for Practical Nurse Education of the State Department of Education. These include provisions for physical examination, chest X-ray or PPD, and certain immunizations proper to home health experience.
2. To employ qualified registered professional nurse faculty who shall be responsible for determining the philosophy and the objectives of the Institute and developing the curriculum.

The Faculty shall be responsible for:

- a. Selecting patient and clerical (whichever is appropriate) assignments in cooperation with nursing personnel and supervising students in their learning experience.
- b. Planning for concurrent related instruction (informal and formal classroom) as needed to meet the objectives of the program.
- c. Maintaining individual records of class and ward instructions, nursing practice, evaluation of student competency and health.

- d. Explaining to Agency and nursing personnel the roles of the Practical Nurse within the practice of nursing.
- e. Co-signing for all medications including narcotics given by Practical Nursing students.
- f. The actions of the students while at the Agency.

V. THE AGENCY'S RESPONSIBILITIES:

1. To make available to faculty and students Agency facilities and clinical services for planned learning experience in-patient care included in practical nursing curriculum and health unit coordinator (whichever is appropriate).
2. To share and assist in the guidance of the students, particularly in any restricted area.
3. To maintain the responsibility for the care of each patient including those assigned to students and to demonstrate such an entry by staff nurse or nurses' notes.
4. To see that faculty and students receive emergency care in case of illness or accidents incurred while on duty. Necessary care or service to be charged to individuals receiving service at current rates.

VI. PUBLIC RECORDS NOTICE

IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT, EMAIL: CERNICH@CITRUS.K12.FL.US; TELPHONE AT 352-726-1931 ext. 2270, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

Agency is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- 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 the Chapter 119, Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Agency does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Agency or keep and maintain public records required by the School Board to perform the service. If Agency transfers all public records to the School Board upon completion of the contract, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keeps and maintains public records upon completion of the contract, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. The failure of the Agency to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

VII. INSTITUTE POLICIES:

1. The educational program shall consist of no less than thirty (30) hours per week of classroom instruction, laboratory practice and experience in selected learning situations, hospitals, or other health agencies. The division and arrangement of time to include the theoretical and clinical learning situations shall be determined by the faculty and be based on the needs of the students for specific learning experiences to meet the objectives of the program.
2. Students will regularly be assigned for clinical experience Monday through Friday.
3. Students will be required to wear the Institute uniform of green pants, white top and Institute patch while at Agency.

VIII. REQUEST FOR WITHDRAWAL OF STUDENT:

The participating Agency has the right to request the Institute to withdraw any student from its facility whose conduct or work with patients is not, in the opinion of the Administrator of said Agency, in accordance with acceptable standards of performance.

The Institute may at any time withdraw a student whose progress, conduct or work does not meet the standards of the Institute for continuation in the program.

Final action on the student is the responsibility of the Institute.

Student Records

Notwithstanding any provision to the contrary contained in this agreement between Superior Residences, 2300 SW 21st Circle, Ocala, FL 34471 and The School Board of Citrus County, Florida; Superior Residences and its officers, employees, agents, representatives, contractors, or sub-contractors shall fully comply with requirements of 1002.22, Fla. Stat. or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further Superior Residences for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold The School Board of Citrus County, Florida and its officers and employees harmless for any violation of this covenant, including but not limited to defending The School Board of Citrus County, Florida and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon The School Board of Citrus County, Florida, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon The School Board of Citrus County, Florida arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant or 1002.22, Fla. Stats.

This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Superior Residences until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

IX. OSHA COMPLIANCE

Institute shall be responsible for compliance by students with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to responsibility as "the employer" to

provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. Institute's responsibility with respect to the Regulations shall also include the provision if the hepatitis B vaccination in accordance with the Regulations.

X. CONFIDENTIALITY STATEMENT

Institute and Agency acknowledge the responsibility under applicable Federal Law to keep confidential any information regarding the patients of the Agency, as well as confidential information of the Agency. Except as required by law or as authorized by the Agency, no patient information may be revealed to any person or person except authorized clinical staff and associated personnel.

XI. DISCONTINUANCE OF AGREEMENT:

If either party to the agreement wishes to withdraw, it is understood that at least thirty (30) days' notice shall be given by either participating agency provided that the students currently enrolled in the program shall be permitted to complete this course.

XII. RENEWAL OF AGREEMENT:

This agreement shall be reviewed or revised every (3) three years as needed. Renewal may be a letter of agreement.

XIII. COPIES OF THIS AGREEMENT.

Copies of this agreement shall be placed on file and be available to the following:

1. The Administration of the Affiliating Agency
2. The Director of the Withlacoochee Technical College.

A copy of any revised contractual agreement shall be submitted to the Office of the Board.

XIV This Agreement and any Amendment thereto shall not be effective or legally binding until it has been reviewed by the following Agency's Administrator:

XIV. This Agreement and any Amendment thereto shall not be effective or legally binding until it has been reviewed by the following Agency's Administrator:

AGENCY ADMINISTRATOR

Executed at Superior Residences of Lecanto

On this 26th day of JUNE, A.D., 2019

AGENCY

[Signature]
Witness

[Signature]
Administrator

Tim Robinson
Print Name

INSTITUTE

Witness

Thomas Kennedy
Chairman,
Citrus County School Board

Witness

Sandra "Sam" Himmel
Superintendent,
Citrus County School Board

Witness

Gloria Dumas Bishop
Director,
Withlacoochee Technical College

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for the August 13, 2019 School Board Meeting.

Requested by Tammy Wilson, Finance Director

Additional contact(s)/originator Anne Berry-Finance Accountant

Document Title: Active Surplus Property List

Board Action Required:

Presentation/Recognition _____ Information _____

Consideration/Approval: Disposal of Active Surplus Property

Backup Materials: attached X available in district office _____ other _____

Executive Summary / Highlights:

Items on this list are no longer useful to the District. They will be disposed of in accordance with approved procedures.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: _____

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Tammy Wilson

(Form Board Approved 7/10/07)

SURPLUS FOR AUGUST 13, 2019 BOARD MEETING

Tag Number	Serial Number	Item Description	Location	Reason	Date Purchased	Purchase Price	Current Value
040143	3806702	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
040144	3806703	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
040145	3806704	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
040146	3806712	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
040147	3806735	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
040148	3806936	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
040999	3806665	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
041168	3831721	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
041169	3831754	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
041170	3837317	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
041171	3837318	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
041172	3852556	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
041175	3852588	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
041178	3852791	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
041514	3183988	DELL LATITUDE E6410	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
059332	G9PYCK1	DELL CORE 2 DUO E7400	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
059340	G9R3DK1	DELL CORE 2 DUO E7400	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
059341	G9RTCK1	DELL CORE 2 DUO E7400	AES	Broken/outdated used for parts	8/14/2015	390.66	162.78
059421	BND3SK1	DELL E6400 INTEL CORE 2 DUO	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
059428	1PD3SK1	DELL E6400 INTEL CORE 2 DUO	AES	Broken/outdated used for parts	9/14/2009	812.13	0.00
061624	FVTGJS1	DELL OPTIPLX 790 DESKTOP	AES	Broken/outdated used for parts	9/14/2009	812.13	0.00
062030	JF5SVK1	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	9/14/2009	1,001.00	0.00
071328	CLDSVK1	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	9/14/2009	1,001.00	0.00
071330	2G5SVK1	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	3/14/2012	1,140.64	0.00
071331	31RLYK1	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	9/17/2012	467.07	0.00
071334	5B62WK1	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	9/17/2012	467.07	0.00
071336	9C50WK1	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	9/17/2012	467.07	0.00
071338	1GVL6K1	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	9/17/2012	467.07	0.00
071339	401MYK1	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	9/17/2012	467.07	0.00
071345	3CXTSK1	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	9/17/2012	467.07	0.00
071346	C67THL1	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	9/17/2012	467.07	0.00
071347	4BP85K1	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	9/17/2012	467.07	0.00
071349	99RGJK1	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	9/17/2012	467.07	0.00
071352	12XLYK1	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	9/17/2012	467.07	0.00
071442	JB3MPW1	DELL OPTIPLX 7010	AES	Broken/outdated used for parts	1/15/2013	1,099.59	0.00
071832	3183992	DELL LATITUDE E6410	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
071836	3192945	DELL E6400 FOR STUDENT TESTING	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09

SURPLUS FOR AUGUST 13, 2019 BOARD MEETING

Tag Number	Serial Number	Item Description	Location	Reason	Date Purchased	Purchase Price	Current Value
071839	3188372	DELL LATITUDE E6410	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
071841	3175901	DELL LATITUDE E6410	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
071843	3083421	DELL LATITUDE E6410	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
071846	3148664	DELL LATITUDE E6410	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
071848	3190988	DELL LATITUDE E6410	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
071850	3183424	DELL LATITUDE E6410	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
071851	3082386	DELL LATITUDE E6410	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
071852	3194402	DELL LATITUDE E6410	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
071855	JOZ25M1	DELL LATITUDE E6410	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
071856	JKLZZN1	DELL LATITUDE E6410	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
071860	3183013	DELL LATITUDE E6410	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
071861	3190982	DELL LATITUDE E6410	AES	Broken/outdated used for parts	4/14/2014	400.68	60.09
082348	6KOTXN1	DELL LEASE LATITUDE E6510 LAPTOP	AES	Broken/outdated used for parts	8/10/2011	1,478.62	0.00
082988	7MYSXN1	DELL LEASE LATITUDE E6510 LAPTOP	AES	Broken/outdated used for parts	10/6/2011	1,478.62	0.00
Academy of Environmental Science Sub Total							3,180.27
048113	VTN7L	DELL NOTEBOOK LAPTOP 13.3	CHS	Outdated	10/24/2000	1,862.19	0.00
060479	15110005	Z PRINTER 150	CHS	Outdated	9/28/2010	15,022.00	0.00
060695	CN04MGYF	ULTRA DRIVING COCKPIT SIMULATOR	CHS	No longer used	3/15/2011	9,950.00	0.00
072101	ZE120241C	TOSHIBA GOOGLE CHROMEBOOK	CHS	Outdated	4/14/2015	275.00	96.25
083160	2FRSXN1	DELL LATITUDE E6510 LAPTOP	CHS	Broken beyond repair/Used for parts	10/14/2011	1,478.62	0.00
083798	BN5TXN1	DELL LATITUDE E6510 LAPTOP	CHS	Broken beyond repair/Used for parts	8/10/2011	1,478.62	0.00
084235	GN2TXN1	DELL LATITUDE E6510 LAPTOP	CHS	Broken beyond repair/Used for parts	8/10/2011	1,478.62	0.00
084446	BKQXN1	DELL LATITUDE E6510 LAPTOP	CHS	Broken beyond repair/Used for parts	8/10/2011	1,478.62	0.00
085411	G50TXN1	DELL LATITUDE E6510 LAPTOP	CHS	Broken beyond repair/Used for parts	9/15/2011	1,478.62	0.00
086326	7Q0TXN1	DELL LATITUDE E6510 LAPTOP	CHS	Broken beyond repair/Used for parts	6/8/2011	1,478.62	0.00
086560	4D9RXN1	DELL LATITUDE E6510 LAPTOP	CHS	Broken beyond repair/Used for parts	8/10/2011	1,478.62	0.00
Citrus High Sub Total							96.25
042133	N/A	2 SECTION LOFT	CRH	NO LONER USED DUE TO SAFETY CONCERNS	12/23/1997	1,713.28	0.00
052682	20366177	MANITOWOC ICE MACHINE	CRH	DOES NOT WORK/TOO COSTLY TO REPAIR	2/25/2003	2,765.00	0.00
062363	7437571	TRUE REACH IN FREEZER	CRH	DOES NOT WORK/TOO COSTLY TO REPAIR	9/17/2012	3,345.44	557.57
Crystal River High Sub Total							557.57

SURPLUS FOR AUGUST 13, 2019 BOARD MEETING

Tag Number	Serial Number	Item Description	Location	Reason	Date Purchased	Purchase Price	Current Value
056730	SCNRXL71321	HP LASERJET 4250N PRINTER	CRM	Not supported by the District, jams, no toner	6/26/2007	1,075.00	0.00
084759	2HF79P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/11/2011	1,015.66	0.00
084812	2K559P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084815	HDDR8P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084821	1VSC9P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084846	2MLO9P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084856	2HN19P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084858	2K369P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084861	1T6D9P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084864	2HN09P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084891	2JW49P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084895	2HC49P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084896	HD3P8P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.16	0.00
084905	HCTT8P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084910	2JC49P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084917	1S3G9P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084919	2JH59P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084920	HC9R8P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084930	2LD19P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084983	2LW39P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084932	2LD09P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084934	2L929P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084936	HC6T8P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084987	2LX29P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
084997	2LD89P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
085036	6BXZ8P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
085038	2JXZ8P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
085044	CF7D9P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
085045	1S0F9P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
085046	HC9S8P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
085057	HDHQ8P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
085061	1RZF9P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
085080	CFM39P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
085106	HCdT8P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00
085111	6PH69P1	DELL OPTIPILEX 780 DESKTOP	CRM	Computer Replacement 2019/Used for Parts	8/10/2011	1,015.66	0.00

Crystal River Middle Sub Total

35,606.94

0.00

SURPLUS FOR AUGUST 13, 2019 BOARD MEETING

Tag	Number	Serial Number	Item Description	Location	Reason	Date Purchased	Purchase Price	Current Value
	076507	DMPPPLXEFK10	APPLE IPAD AIR WI-FI 16GB	LHS	Student lost but paid \$329.00	6/12/2015	374.00	143.37
	089382	DMQRROPDGSVJ	APPLE IPAD AIR2 WI-FI 16GB	LHS	Lost/Stolen CCSO Incident #1979518	7/15/2016	349.00	209.40
Lecanto High Sub Total								
	049398	SUSQA062270	HP LASERJET 4050N PRINTER	REN	Outdated	4/24/2001	1,178.07	0.00
	056313	N/A	ROUND TABLE W/STOOLS	REN	Broken	6/30/2006	1,024.10	0.00
	058051	N/A	48X24X66 COMP. STORAGE CAB.	REN	No longer suitable to store device	6/30/2007	1,371.54	0.00
	062676	N/A	WORD WORKS 6-8 SRA SOFTWARE	REN	Outdated	3/12/2002	789.90	0.00
	082627	DHOTXN1	DELL LATITUDE E6510 LAPTOP	REN	Outdated/Used for parts	6/8/2011	1,478.62	0.00
	082659	J64P9P1	DELL OPTIPLX 780 DESKTOP	REN	Outdated/Used for parts	6/8/2011	1,015.66	0.00
Renaissance Center Sub Total								
	057603	7IKVA71130	PANASONIC TOUGHBOOK L2400	MAINT	Outdated	2/26/2008	3,330.00	0.00
	059381	8XOCLJ1	DELL D630 LAPTOP	MAINT	Outdated	4/9/2009	1,098.36	0.00
Maintenance Sub Total								
	044654	466CSX0290	MOTOROLA APX1500 BUS RADIO	TRANSP	No longer useable	6/30/2017	3,275.69	2,768.73
	045480	466CSX0428	MOTOROLA APX1500 BUS RADIO	TRANSP	No longer useable	6/30/2017	3,275.69	2,768.73
	045953	1HVBBAAAN5YH313216	VT 2000-01 INT'L THOMAS BUS	TRANSP	Poor Condition and Age	2/22/2000	55,646.00	0.00
	045954	1HVBBAAAN9YH313218	VT 2000-03 INT'L THOMAS BUS	TRANSP	Poor Condition and Age	2/22/2000	55,646.00	0.00
	045955	1HVBBAAANOYH313219	VT 2000-04 INT'L THOMAS BUS	TRANSP	Poor Condition and Age	2/22/2000	55,646.00	0.00
	045956	1HVBBAAAN7YH313217	VT 2000-02 INT'L THOMAS BUS	TRANSP	Poor Condition and Age	2/22/2000	55,646.00	0.00
	045957	1HVBBAAAN9YH313221	VT 2000-06 INT'L THOMAS BUS	TRANSP	Poor Condition and Age	2/22/2000	55,646.00	0.00
	045958	1HVBBAAANOYH313222	VT 2000-07 INT'L THOMAS BUS	TRANSP	Poor Condition and Age	2/22/2000	55,646.00	0.00
	052183	760SCS1153	MOTOROLA BASE UNIT CONTROL	TRANSP	No longer useable	4/8/2003	1,032.00	0.00
	052184	760SCS1166	MOTOROLA BASE STATION LCS 2000	TRANSP	No longer useable	4/8/2003	1,032.00	0.00
	052768	4DRBRAAN53A957748	VT 2003-22 RIVERS 71 PASS BUS	TRANSP	Poor Condition and Age	4/22/2003	64,576.00	0.00
	052770	4DRBRAAN33A957750	VT 2003-24 RIVERS 71 PASS BUS	TRANSP	Poor Condition and Age	4/22/2003	64,576.00	0.00
	052772	4DRBRAAN73A957752	VT 2003-33 RIVERS 71 PASS BUS	TRANSP	Poor Condition and Age	4/22/2003	63,939.00	0.00
	052918	4DRBRAAN93A958207	VT 2003-29 RIVERS 71 PASS BUS	TRANSP	Poor Condition and Age	5/13/2003	69,888.00	0.00
	052963	4DRBRAAN33A958204	VT 2003-26 RIVERS 71 PASS BUS	TRANSP	Poor Condition and Age	5/27/2003	69,888.00	0.00
	053637	110134	ROBINAIR RECYCLING A/C MACHINE	TRANSP	Bad Control Board	5/25/2004	2,949.00	0.00
	062856	N/A	1998 EZ GO FREEDOM GOLF CART	TRANSP	Old/Poor Condition and Bad Batteries	8/14/2009	1,975.00	0.00
	062864	N/A	1989 CLUB CAR	TRANSP	Poor Condition/Gas	8/14/2009	1,500.00	0.00

SURPLUS FOR AUGUST 13, 2019 BOARD MEETING

Tag	Number	Serial Number	Item Description	Location	Reason	Date Purchased	Purchase Price	Current Value
	063114	N/A	IC ENGINE DIAGNOSTIC SOFTWARE	TRANSP	No longer useable	10/14/2008	2,000.00	0.00
	063121	N/A	MPSI PROLINK SCANNER	TRANSP	Software/Outdated	12/6/1994	2,531.95	0.00
Transportation Sub Total							686,314.33	5,537.46
	040756	9ND35K1	DELL E6400 INTEL CORE	TRC	Outdated/Used for parts	9/14/2009	1,001.00	0.00
	040918	JPZ7DK1	DELL OPTIPILEX 760 USFF	TRC	Outdated/Used for parts/was at INV Trans.	10/14/2009	817.62	0.00
	059326	LTHF980645L	EPSON LUMEN W/MOUNT PROJ.	TRC	Outdated/No longer in use	9/14/2009	1,067.00	0.00
	080009	CYFRXN1	DELL LEASE LATITUDE E6510 LAPTOP		Outdated/Used for parts	2/7/2011	1,478.62	0.00
	080174	6C2TXN1	DELL LATITUDE E6510	TRC	Outdated/Used for parts	3/10/2011	1,478.62	0.00
	081484	HQYSXN1	DELL LATITUDE E6510	TRC	Outdated/Used for parts	5/10/2011	1,478.62	0.00
	081658	J6DM9P1	DELL OPTIPILEX 780 USFF	TRC	Outdated/Used for parts/was at RCE	4/11/2011	1,015.66	0.00
	081823	J69RXN1	DELL LATITUDE E6510	TRC	Outdated/Used for parts	5/10/2011	1,478.62	0.00
	081876	CFD39P1	DELL OPTIPILEX 780 DESKTOP	TRC	Outdated/Used for parts/was at CRH	5/10/2011	1,015.66	0.00
	082306	BYGRXN1	DELL LATITUDE E6510	TRC	Outdated/Used for parts	8/10/2011	1,478.62	0.00
	083250	2HNZ8P1	DELL OPTIPILEX 780 USFF	TRC	Outdated/Used for parts/was at CSM	10/14/2011	1,015.66	0.00
	083507	5RZSXN1	DELL LATITUDE E6510	TRC	Outdated/Used for parts	5/10/2011	1,478.62	0.00
	084410	9F8RXN1	DELL LATITUDE E6510	TRC	Outdated/Used for parts	8/10/2011	1,478.62	0.00
	084716	GW8RXN1	DELL LATITUDE E6510	TRC	Outdated/Used for parts	8/10/2011	1,478.62	0.00
	085126	FJOTXN1	DELL LATITUDE E6510	TRC	Outdated/Used for parts	6/8/2011	1,478.62	0.00
	086040	BC2TXN1	DELL LATITUDE E6510	TRC	Outdated/Used for parts	6/8/2011	1,478.62	0.00
	086462	HF9RXN1	DELL LATITUDE E6510	TRC	Outdated/Used for parts	6/8/2011	1,478.62	0.00
	086726	6GYXN1	DELL LATITUDE E6510	TRC	Outdated/Used for parts	6/8/2011	1,478.62	0.00
	088881	SG132AU04P	HP PROCURVE MODULE J8705A	TRC	Power surge/Not covered under warranty	9/18/2015	1,764.00	764.40
TRC Sub Total							25,440.04	764.40
Grand Total							\$880,275.23	\$14,662.88

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.
Requested by Tammy Wilson, Director of Finance Department of Finance
Additional contact(s)/originator Roy Pistone II, Director of Food & Nutrition Services
Document Title BID 2014-49P Piggy-back of Osceola County Schools SDOC-14-P-065-LH Distribution and Procurement (P.O.W.E.R. Buying Group)

Board Action Required:

Presentation/Recognition _____ Information _____
✓ Consideration/Approval Approve renewal of BID 2014-49P Piggy-back of Osceola County Schools SDOC-14-P-065-LH Distribution and Procurement (P.O.W.E.R. Buying Group)
(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached available in district office _____ other _____

Executive Summary / Highlights:

Allowing us to purchase from Osceola County Schools bid as part of the P.O.W.E.R. Buying Group will enable us to join together with other school districts to receive high quality products at competitive pricing.
Contract Period: Effective 07/01/2019 thru 06/30/2024

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District:

Amount Budgeted _____ Additional Amount Requested _____
Funding Source _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____
Pay grade/level _____
Benefits _____ Terms of Position _____

Financial Impact reviewed by: Tammy Wilson

(Form Board Approved 7/10/07)

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for June 10, 2014 School Board Meeting.
 Requested by Tammy Wilson, Supervisor of Accounting and Internal Accounts Department of Finance
 Additional contact(s)/originator Roy Pistone, II Director
 Document Title BID 2014-49P Distribution and Procurement (P.O.W.E.R. BUYING GROUP)

BOARD APPROVED
6/10/14
PA

Board Action Required:

Presentation/Recognition _____ Information _____

✓ Consideration/Approval Approve CCSB 2014-49P Piggy-Back of Osceola County Schools SDOC-14-P-065-LH DISTRIBUTION AND PROCUREMENT OF FOOD AND NON-FOOD PRODUCTS FOR THE P.O.W.E.R. BUYING GROUP

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached available in district office _____ other _____

Executive Summary / Highlights:

Allowing us to purchase from Osceola County Schools bid as part of the P.O.W.E.R. Buying Group will enable us to join together with other school districts to receive high quality products at competitive pricing.

Contract Period: 7/1/2014 through 6/30/2019 (Five years)

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: \$1,335,000.00

Amount Budgeted \$135,000.00 Additional Amount Requested _____

Funding Source Non-food obj 5100 \$135,000.00; Food obj 5700 \$1,200,000.00; Project 78000

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Tammy Wilson
 (Form Board Approved 7/10/07)



Contract # C-14-0508-LH-A10

Approval Date: 05/05/2018

The School District of Osceola County, FL

Tenth Amendment to Agreement

THIS TENTH AMENDMENT TO AGREEMENT ("Tenth Amendment") is entered into by and between The School Board of Osceola County, FL, (hereinafter "School Board"), as "Lead Agency" on behalf of the members of the Purchasing Organization with Educational Results (POWER) Buying Group (hereinafter referred to as the "PBG"), and US Foods, Inc. (hereinafter "Contractor") whose address is 5425 S. Williamson Blvd., Port Orange, FL 32128.

WHEREAS, Pursuant to RFP SDOC-14-P-065-LH School Board and Contractor entered into Agreement C-14-0508-LH dated April 1, 2014, to contract with a Food and Supplier Distributor that will procure, warehouse and deliver school food service products and supplies weekly to approximately 950 individual schools serviced by the PBG; and

WHEREAS, the parties have subsequently entered into nine (9) Amendments dated respectively July 15, 2014, September 26, 2014, May 14, 2015, January 4, 2016, June 27, 2016, January 10, 2017, August 23, 2017, February 28, 2018 and May 22, 2018 to allow for additional pricing as permitted under the RFP and subsequent agreement; and

WHEREAS, the parties desire to further amend that Agreement with this document:

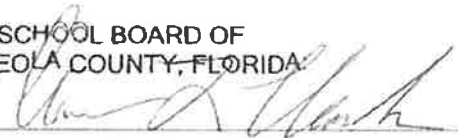
NOW, THEREFORE, the parties hereto amend the Agreement as follows:

1. The Recitals in the WHEREAS clauses are incorporated by reference and made a part of this Agreement.
2. This Amendment extends the term of the Agreement for a period of five (5) years commencing on July 1, 2019 and ending on June 30, 2024 ("renewal period").
3. Effective July 1, 2019, this Amendment will allow for additional pricing as outlined in Attachment "A" Group K Product Pricing attached hereto and incorporated herein.
4. Effective July 1, 2019, Exhibit "C" Price Sheet in the Original Services Agreement will be amended to reflect the following changes by mutual agreement of the parties:
 - Fixed Fee Per Case: \$1.27/per case
 - Fixed fee per case of stored USDA commodity per month: \$0.00/per month (Days 0 - 90)
\$4.00/per month (Days 90+)
5. Except as herein expressly modified, the Agreement for Contract #C-14-0508-LH dated April 1, 2014; the first amendment dated July 15, 2014; the second amendment dated September 26, 2014; the third amendment dated May 14, 2015; the fourth amendment dated January 4, 2016; the fifth amendment dated July 27, 2016; the sixth amendment dated January 10, 2017; the seventh amendment dated August 23, 2017; the eighth amendment dated February 28, 2018; and the ninth amendment dated May 22, 2018, shall otherwise remain in full force and effect subject to all terms and conditions therein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Tenth Amendment to Agreement has been executed by the parties of the date and year set forth below.

THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA

By: 
Clarence Thacker, Chair

Date Approved: 3/5/19

US FOODS, INC.

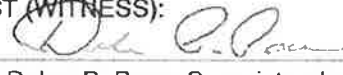
By: 

Print Name: Craig Keppen

Title: Director Business Development Education

Date: 2.5.2019

ATTEST (WITNESS):

By: 
Dr. Debra P. Pace, Superintendent

ATTEST (WITNESS):

By: 

Print Name: Ed Hart

Title: Account Executive

Send required insurance certificates to the Purchasing Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

Contractor Contact Name: Craig Keppen

Email Address: craig.keppen@usfoods.com

Phone Number: (863)660-4770

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.
Requested by Tammy Wilson, Director of Finance Department of Finance
Additional contact(s)/originator Roy Pistone, Director of Food Service
Document Title BID 2016-45 Vending Machine Supply & Services

Board Action Required:

Presentation/Recognition _____ Information _____
✓ Consideration/Approval Approve Renewal of CCSB BID 2016-45 Vending Machine Supply & Services to Lynch & Miros d/b/a Drop A Coin Vending

Backup Materials: attached available in district office other

Executive Summary / Highlights:

Vending Machines; High Schools and Teacher lounges

Original Contract Period: 07/12/2016 through 07/11/2019
Renewal 1 07/12/2019 through 07/11/2020

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District \$ 5,000.00 Revenue Annually
Amount Budgeted n/a Additional Amount Requested _____
1/2 to site where machine located, 1/2 to Food
Funding Source Service

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____
Pay grade/level _____
Benefits _____ Terms of Position _____

Financial Impact reviewed by: Tammy Wilson
(Form Board Approved 7/10/07)



SANDRA "SAM" HIMMEL – SUPERINTENDENT OF SCHOOLS

"Where Learning is the Expectation
And Caring is a Commitment"

*Purchasing Department
Christine Jernigan, Purchasing Manager*

THOMAS KENNEDY
DISTRICT 1

VIRGINIA BRYANT
DISTRICT 2

DOUGLAS A. DODD
DISTRICT 3

SANDRA COUNTS
DISTRICT 4

LINDA B. POWERS
DISTRICT 5

August 1, 2019

Lynch & Miros d/b/a Drop A Coin Vending
125 NE 1st Ave, Suite 4
Ocala, FL 34470

E-Mail: dropacoinvending@gmail.com; franceslynch@cox.net
Phone: (352) 598-7885
Fax:

URGENT

ATTN: Frances Lynch

RE: BID 2016-45 Vending Machine Supply Services

Dear Frances Lynch

The above referenced Bid is scheduled to expire 07/11/19. Your services have been appreciated and we would be pleased to present the bid for renewal to the Citrus County School Board for an additional one (1) year. We look forward to a positive response to continuing our contract.

Please advise if you wish to renew this item by signing below and returning by fax (352-249-2124) or email (GerlachT@Citrus.K12.FL.US) as soon as possible.

If you do not wish to renew this bid for an additional contract period, please indicate this below by signing below and returning by fax (352-249-2124) or email (GerlachT@Citrus.K12.FL.US) as soon as possible.

Thank you in advance for your assistance in this bid renewal.

Sincerely,

Buyer, Purchasing Dept.
Citrus County School Board
gerlacht@citrus.k12.fl.us
352-726-1931 x 2466

YES Lynch & Miros d/b/a Drop A Coin Vending is in agreement for renewal of the above referenced bid at the latest agreed upon bid prices. Period of agreement shall be from 07/12/19 through 07/11/20

NO Lynch & Miros d/b/a Drop A Coin Vending does not wish to renew the above referenced bid.

AUTHORIZED SIGNATURE

8/02/19
DATE

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for the August 13, 2019 School Board Meeting.

Requested by Tammy Wilson, Finance Director

Additional contact(s)/originator Roy Pistone, Director of Food Service

Document Title: 2016-51P Milk, Dairy and Juice products

Board Action Required:

Presentation/Recognition _____ Information _____

Consideration/Approval: Approve renewal of 2016-51P piggyback of Milk, Dairy and Juice products from Pinellas Schools bid 19-380-203 RN

Backup Materials: attached X available in district office _____ other _____

Executive Summary / Highlights:

Milk, Dairy, and Juice Products District Wide
Contract Period one-year 08/01/19 through 7/31/20

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.

X Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: \$420,000.00

Amount Budgeted \$420,000.00 Additional Amount Requested _____

Funding Source: Project 78000/78030

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Tammy Wilson

(Form Board Approved 7/10/07)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: June 11, 2019

Bid No: 19-380-203-RN

Bid Title: Milk, Dairy & Juice Products

Original Bid No: 16-380-199

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- Lowest Responsive Bid
- Request for Proposal
- Reject Bids
- Piggy-Back Bid per 6A-1.012 (6)
- Sale of Property
- Revised Award *
- Highest Point Score
- Re-Award (partial/whole) *
- State Contract per 6A-1.012 (5)
- Renewal of Contract
- Contract/Bid Termination *
- Contract Extension * Term: _____
- Co-Op Bid
- Professional Services per FS 287.055
- Direct Negotiation per 6A-1.012 (14)
- Emergency Ratification *

Contract Period: 08/01/19 thru 07/31/20

N/A - One Time Purchase

Contract Value: \$ 4,500,000.00

Contract Type: Estimated Dollar Amount Firm, Fixed Dollar Amount Firm, Fixed Unit Prices Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
1	6-months	1 - year	

*** Rationale/Reason**

The terms of the original bid allows the district to add new items to the bid after contract award as needed.

Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** Food and Nutrition Department
Title: Director, Purchasing Department

Requested By: Lynn Geist **Buyer:** Jena Grage
Title: Director, Food and Nutrition Department

Recommended award by vendor as follows: (see attached)

M & B PRODUCTS, INC. (V-1393)

Deliver milk, dairy products and individual juice portions to approximately 120 district facilities, county wide. Milk pricing will fluctuate based upon changes in the Federal Marketing Order (FMO). The total price will be comprised of the FMO cost, plus the vendor's firm fixed fee. The vendor's fixed fees and all other dairy product and juice pricing will remain firm for the contract period.

Group A - Firm Fixed Fees on Milk with Fluctuating Prices (Cost)

<i>ITEM DESCRIPTION</i>	<i>BRAND/PRODUCT CODE</i>	<i>DEALERS FIRM FIXED FEE</i>
Milk, White, 1% Low Fat, Half Pint Paper Carton	Cool Cow / 1008	\$ 0.0996/half pint
Milk, Chocolate Flavored, Fat-Free, Half Pint Paper Carton	Cool Cow / 1014	0.1137/half pint
Milk, White, Skim, Half Pint Paper Carton	Cool Cow / 1010	0.0993/half pint
Milk, White, 1% Low Fat, Half Gallon Paper Carton	Cool Cow / 1120	1.0639/half gallon
Milk, Lactose Free, Fat Free, Half Pint	Cool Cow / 1049	0.1245/half pint
*Milk, Chocolate, Fat Free, Half Gallon	Cool Cow / 1122	1.2120/half gallon

Note: *Milk, Chocolate Flavored, Fat Free, Half Gallon, has been added to the contract as original bid allows for new products to be added after contract award.

Group B - Firm Fixed Prices on Other Dairy Products

<i>ITEM DESCRIPTION</i>	<i>BRAND/PRODUCT CODE</i>	<i>FIRM UNIT PRICES</i>
Cottage Cheese, Low Fat	Dairy Fresh / 1507	\$6.3691/5 lb. tub
Sour Cream, Low Fat, Plastic Container	Dairy Fresh / 1050	7.9613/5 lb. tub
Feta Cheese	Sommer Maid / 1513	24.4147/9 lb. tub
Yogurt, Low Fat, Plain	Dairy Fresh / 1515	6.3691/5 lb. tub
Creamers, Non Dairy, Shelf Stable, Individual Cups .38 - .5 Ounce	Sunny Florida / 1519	9.7129/case
Cream Cheese, Individually Wrapped, 1 Ounce Packets	Sommer Maid / 1530	24.7332/case

Group C - Firm Fixed Prices for Non-Dairy Products

<i>ITEM DESCRIPTION</i>	<i>BRAND/PRODUCT CODE</i>	<i>FIRM UNIT PRICES</i>
Juice, Orange, 6 Ounce	Mr. J / 2186	0.1437/6 oz. pouch
Juice, Apple, 6 Ounce	Mr. J / 2889	0.1100/6 oz. pouch
Juice Tropical Blend, 6 Ounce	Mr. J / 2589	0.1208/6 oz. pouch
Juice, Grape Blend, 6 Ounce	Mr. J / 2689	0.1436/6 oz. pouch
Juice, Grape Blend, 4 Ounce	Mr. J / 2649	0.1032/4 oz. pouch
Juice, Apple, 4 Ounce	Mr. J / 2849	0.0808/4 oz. pouch
Juice, Tropical Blend, 4 Ounce	Mr. J / 2549	0.0888/4 oz. pouch
Juice, Orange, 4 Ounce	Mr. J / 2079	0.1033/4 oz. pouch

Limited Time Offer Juice Products

<i>ITEM DESCRIPTION</i>	<i>BRAND/PRODUCT CODE</i>	<i>FIRM UNIT PRICES</i>
Juice, Peach, 4 Ounce	Mr. J / 2949	0.1054/4 oz. pouch
Juice, Apple Cherry, 4 Ounce	Mr. J. / 3049	0.1054/4 oz. pouch
Juice, Green Apple, 4 Ounce	Mr. J. / 3149	0.1054/4 oz. pouch
Juice, Strawberry-Kiwi, 4 Ounce	Mr. J. / 3249	0.1054/4 oz. pouch
Juice, Blue Raspberry, 4 Ounce	Mr. J. / 3349	0.1054/4 oz. pouch
Juice, Tropical Island Splash, 4 Ounce	Mr. J. / 3549	0.1054/4 oz. pouch

The following items are being added to the contact and will be purchased for high schools only.

Juice Products, 4 Ounce Cartons

<i>ITEM DESCRIPTION</i>	<i>BRAND/PRODUCT CODE</i>	<i>FIRM UNIT PRICES</i>
Juice, Orange, 4 Ounce	Mr. J /2070	0.1143/4 oz. carton
Juice, Apple, 4 Ounce	Mr. J. /2840	0.0918/4 oz. carton
Juice, Peach, 4 Ounce	Mr. J. / 2942	0.1164/4 oz. carton
Juice, Apple Cherry, 4 Ounce	Mr. J. / 3042	0.1164/4 oz. carton
Juice, Green Apple, 4 Ounce	Mr. J. / 3142	0.1164/4 oz. carton
Juice, Strawberry-Kiwi, 4 Ounce	Mr. J. / 3242	0.1164/4 oz. carton
Juice, Blue Raspberry, 4 Ounce	Mr. J. / 3342	0.1164/4 oz. carton
Juice, Tropical Island Splash, 4 Ounce	Mr. J. / 3542	0.1164/4 oz. carton

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for the August 13, 2019 School Board Meeting.

Requested by Tammy Wilson, Finance Director

Additional contact(s)/originator Roy Pistone, Director of Food Service

Document Title: 2019-41P Fresh Produce and Eggs piggyback bid

Board Action Required:

Presentation/Recognition _____ Information _____

Consideration/Approval: Approve renewal of 2019-41P Fresh Produce and Eggs
Piggyback of Hernando County School bid 18-390-02RN.

Backup Materials: attached X available in district office _____ other _____

Executive Summary / Highlights:

Fresh Produce and Eggs district wide
Contract Period one-year 6/29/19 through 6/28/20

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.

X Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: \$178,000.00

Amount Budgeted \$178,000.00 Additional Amount Requested _____

Funding Source: Project 78000

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____

Terms of Position _____

Financial Impact reviewed by: Tammy Wilson

(Form Board Approved 7/10/07)

PURCHASING AGENDA ITEM

Hernando County School Board

School Board Approved Meeting : June 11, 2019

Bid No: 18-390-02 RN

Bid Title: Fresh Produce & Eggs

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- Lowest Bid(s), Request for Proposal(s), Low Bid(s) Meeting Specification, Rejection/Cancellation *, Revised Award *, Renewal of Contract, Sole Source *, Re-Award (partial/whole) *, Bid Termination *, Revisions/Amendments To Bid*, Bid Extension *, Emergency *, Piggyback/Cooperative

Bid Contract Period: 06/29/19 through 06/28/20 N/A - One Time Purchase

Contract Type: Estimated Dollar Amount, Firm, Fixed Dollar Amount, Firm, Fixed Unit Prices, Firm, Fixed Hourly Rates, Fees and/or Percentages

Renewal Options table with columns: No. of Terms Remaining, Length of Each Term (checkboxes), None

* Rationale/Reason

Bidders Electronically Downloaded From Public Purchase Website: n/a Bids Received: No Bids: Late Bids: Rejected Bids: N/A - Bids Not Required - Renewal

Submitted By: Joyce McIntyre Title/Department: Finance & Purchasing Director School(s): District-Wide

Requested By: Lori Drenth Title/Department: Director of Food & Nutrition Department(s): District-Wide

Recommended award by vendor, description of item(s)/service(s) and prices: (see attached)

TERMS CODE - 1802

To provide and deliver *Fresh Produce & Eggs* county wide, to approximately twenty-one (21) school sites, and to secure firm fixed price delivery fees for the contract period as specified.

BLISS PRODUCE (V – 2482)

SECTION A		
ITEM NO.	DESCRIPTION	DELIVERED PRICE
1.	<u>Apples:</u> Firm U.S. #1 Fancy or other sweet type apple equal or better that are in season at a lower cost	<u>\$19.50</u> CASE
2.	<u>Bananas:</u> Standard: U.S. #1 Dole Or Approved Equal	<u>\$14.50</u> CASE
3.	<u>Broccoli Florets:</u> Clean and cut 1-1/2 inch broccoli florets with stem. Product shall be fresh and free from wilt. Product shall be dark green, crisp with compact cluster of small flower buds. No yellow color visible. U.S. #1	<u>\$7.75</u> 3 LB BAG
4.	<u>Carrots Mini (Baby):</u> Miniature crisp carrots, washed, peeled and packed in 4/5 pound bags. Baby carrots should be no more than two (2) inches long and ½ inch in diameter. U.S. #1	<u>\$14.25</u> CASE <u>\$0.50</u> LB
5.	<u>Salad 70/30 Blend:</u> The mixture shall contain high quality iceberg lettuce, and romaine lettuce, cut or torn in size acceptable for small salads. The product shall be clean, ready to eat, free of bruised and brown leaves, spun dried. Product to be packed in breathable bags that are heat sealed with date of packaging printed on each bag. Product should have a minimum ten (10) day shelf life from date of delivery. No sulfite agents or preservatives to be added. Shelf life from date of pack and distributor should be listed on bag/case. Nutritional analysis requested. Pack: 4/5 LB Bag/Case	<u>\$4.00</u> 5 LB BAG <u>\$15.75</u> CASE
6.	<u>Grapes:</u> Firm, tender, sweet, U.S. #1. Style: Seedless, Color: Green/white to light gold or red grapes.	<u>\$1.50</u> 2 LB BAG
7.	<u>Celery, Stick:</u> Celery sticks shall be made from washed, U.S. #1 celery. Celery sticks should be crisp and moist. The sticks shall be vacuum packed in breathable bags. The celery shall be cut into pieces of approximately 3 inches. The products shall be made from the bottom of stalks only and be free from tough strings, discoloration, leaves, small branched ends and free of moisture.	<u>\$7.50</u> 5 LB BAG

SECTION A		
ITEM NO.	DESCRIPTION	DELIVERED PRICE
8.	<u>Cucumbers:</u> U.S. #1, small or U.S. Fancy. Fresh (washing, slicing type). Small size 1-1/2 inches to 2 inches diameter	<u>\$10.50</u> CASE
9.	<u>Onions, Red:</u> Red, Globe shape. U.S.#1 Pack Pound	<u>\$0.50</u> LB
10.	<u>Tangerines:</u> U.S. #1, size 2-1/2 inch diameter, In Season	<u>\$15.25</u> CASE
11.	<u>Tomatoes:</u> U.S. #1. Color: light red. Size 6 x 6. Fresh lobe. Domestic preferred.	<u>\$9.75</u> CASE
12.	<u>Tomatoes, Cherry or Grape:</u> Fresh. Color: Light red, firm ripe. U.S. #1. Domestic preferred.	<u>\$9.25</u> CASE <u>\$9.25</u> FLAT <u>\$1.00</u> PINT
13.	<u>Eggs:</u> Shell Eggs, Fresh. Large, Whole Grade A	<u>\$11.25</u> 15 DOZEN
14.	<u>Squash:</u> U.S. #1	<u>\$3.75</u> 5 LB BAG
15.	<u>Zucchini:</u> U.S. #1	<u>\$3.75</u> 5 LB BAG
16.	<u>Strawberries:</u> Fresh U.S. #1 (in season only)	<u>\$10.25</u> FLAT

SECTION B		
ITEM NO.	DESCRIPTION	DELIVERED PRICE
1.	<u>Cauliflower Florets:</u> Pre-trimmed and washed, white, firm, no discoloration. U.S. #1	<u>\$9.50</u> 3 LB BAG
2.	<u>Broccoli Bunch:</u> Product shall be fresh and free from wilt. Product shall be dark green, crisp with compact cluster of small slower buds. No yellow color visible. U.S. #1	<u>\$1.50</u> EACH
3.	<u>Celery</u> U.S. #1 Celery	<u>\$1.00</u> EACH
4.	<u>Lemons:</u> U.S. #1 or better, 165 Size. Pack: By Dozen	<u>\$2.00</u> DOZEN
5.	<u>Lettuce, Shredded:</u> U.S. #1. The product shall contain high quality iceberg lettuce e. The produce shall be clean, ready to eat, free of bruised and brown leaves, spun dried. Product to be packed in breathable bags that are heat sealed with date of packaging printed on each bag. Product should have a minimum ten (10) days shelf life from date of delivery. No sulfite agents or preservatives to be added.	<u>\$4.00</u> 5 LB BAG
6.	<u>Lettuce, Chopped:</u> The product shall contain high quality iceberg lettuce e. The produce shall be clean, ready to eat, free of bruised and brown leaves, spun dried. Product to be packed in breathable bags that are heat sealed with date of packaging printed on each bag. Product should have a minimum ten (10) days shelf life from date of delivery. No sulfite agents or preservatives to be added.	<u>\$4.00</u> 5 LB BAG
7.	<u>Spring Mix:</u> Product will be clean, ready to eat, free of bruised leaves.	<u>\$9.75</u> CASE
8.	<u>Mushrooms, sliced:</u> Fresh (washed). Sliced and cleaned, U.S. #1.	<u>\$11.50</u> CASE
9.	<u>Onions, Green:</u> Green, Globe shape. U.S. #1	<u>\$1.50</u> BUNDLES
10.	<u>Oranges:</u> U.S. #1 Fancy, or better.	<u>\$15.50</u> CASE
11.	<u>Parsley:</u> Fresh, curly. U.S. #1, Approx. 4 OZ. Pack: Bunch	<u>\$0.50</u> BUNCH

SECTION B

ITEM NO.	DESCRIPTION	DELIVERED PRICE
12.	<u>Peaches:</u> Freestone (in season) peaches, U.S. #1. 150 Count.	<u>\$12.00</u> CASE
13.	<u>Pears:</u> Anjou or Bartlett (in season) pears, U.S. #1.	<u>\$25.50</u> CASE
14.	<u>Peppers, Green Sliced:</u> U.S. #1, Green fresh, Bell style, 2-3/4 inches diameter minimum.	<u>\$38.00</u> CASE <u>\$11.50</u> 5 LB BAG
16.	<u>Peppers, Red:</u> U.S. #1, Red, fresh, Bell style, 2-3/4 inches, diameter minimum.	<u>\$2.00</u> LB
17.	<u>Pineapple, Whole:</u> Whole with green top, rich yellow in coloring. Cylindrical shape (to look and smell good for merchandizing). U.S. #1, Hawaii. Slice: 3-4 pounds. Catering only	<u>\$1.75</u> EACH
18.	<u>Nectarines:</u> Fancy, U.S. Extra #1	<u>\$20.50</u> CASE
19.	<u>Plums:</u> Purple plums, U.S. #1 (in season) 150 count	<u>\$18.50</u> CASE
20.	<u>Potatoes:</u> White, Idaho, Baking, U.S. #1	<u>\$15.25</u> CASE
21.	<u>Slaw Mix Dry:</u> Shredded white cabbage blended with carrots, red cabbage. Packed and ready to mix with Cole Slaw dressing. Ten (10) day shelf life from date of delivery.	<u>\$3.50</u> 5 LB BAG
22.	<u>Spinach:</u> Fresh(washed). Trimmed and cleaned, packed in cellophane bags. U.S. #1.	<u>\$2.00</u> 10 OZ BAG
23.	<u>Potato Salad:</u> 8 lb Containers.	<u>\$23.75</u> 8 LB CONTAINER
24.	<u>Macaroni Salad:</u> 8 lb Containers	<u>\$17.00</u> 8 LB CONTAINER

SECTION B		
ITEM NO.	DESCRIPTION	DELIVERED PRICE
25.	<u>Watermelon, Whole, Seedless:</u> In Season Minimum 14 LB. U.S. #1.	<u>\$3.50</u> EACH
26.	<u>Blueberries:</u> Fresh, U.S. #1 (in season).	<u>\$18.50</u> CASE
27.	<u>Radishes:</u> U.S. #1 (in season)	<u>\$1.25</u> BAG
28.	<u>Eggplant:</u> Fresh, Medium Size (in season).	<u>\$0.75</u> EACH
29.	<u>Green Cabbage:</u> Fresh, green variety, U.S. #1	<u>\$2.50</u> 10 LB BAG
30.	<u>Corn on the Cob:</u> Cobette, frozen (minimum order 22 cases)	<u>\$27.00</u> CASE

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.
Requested by Tammy Wilson, Director of Finance Department of Finance
Additional contact(s)/originator Eric Stokes, Director of Facilities, Construction and Maintenance
Document Title BID 2020-03 Shredded Mulch

Board Action Required:

Presentation/Recognition _____ Information _____
✓ Consideration/Approval Approve Award of Bid 2020-03 Shredded Mulch to Bolling Forest Products
d/b/a Mulch For You

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached available in district office _____ other _____

Executive Summary / Highlights:

Shredded Mulch, District wide

Contract Period: Effective 08/13/2019 through 08/12/2020

490 Bids solicited

3 Bids received

0 "No Bids" received

0 Bids rejected

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: \$ 19,500.00 (2019-2020)

Amount Budgeted \$ 22,000.00

Additional Amount Requested _____

Funding Source Project 08300

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Tammy Wilson

(Form Board Approved 7/10/07)

SECTION I	DESCRIPTION	EST. QTY.	UNIT	PRICE PER CUBIC YD.	TOTAL PRICE	PRICE PER CUBIC YD.	TOTAL PRICE	PRICE PER CUBIC YD.	TOTAL PRICE
PLAYGROUND MULCH - DOUBLE SHREDED, DELIVERED & SPREAD									
<i>What Method of distribution will be used?</i>									
Bobcats, wheel barrows, rakes									
Blower Truck									
Blower Truck									
SECTION II									
SINGLE SHREDED MULCH, DELIVERED & SPREAD									
<i>What Method of distribution will be used?</i>									
Bobcats, wheel barrows, rakes									
Blower Truck									
Blower Truck									
Totals									
		2,500	cu yd	29.95	\$74,875.00	31.00	\$77,500.00	29.50	\$73,750.00
					\$170,725.00		\$200,500.00		\$192,250.00
<i>What Method of distribution will be used?</i>									
Bobcats, wheel barrows, rakes									
Blower Truck									
Blower Truck									
Accept VISA P-Card?									
Does the MULCH YOU ARE SUBMITTING A BID FOR HOLD THE OPTIONAL CERTIFICATION(S) AS MENTIONED IN THE SPECIAL CONDITIONS & SPECIFICATIONS ON PAGE 9? These are optional certifications and will not affect the award results of this bid.									
Yes									
Yes									
Yes									

Please circle one

IPEMA ASTM F2075-04 Meets tramp metal test and sieve analysis?

ADA ASTM F1951 Wheelchair Accessible?

490 Notifications

3 Bids rec'd

0 "no bids"

0 Rejected

It is the intent of the Purchasing Dept. to recommend award to **BOLLING FOREST PRODUCTS, INC.**, as the lowest, most responsive bidder(s).

"Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
 Posted: Thursday, August 1, 2019

Irvine Wood Recovery (IWR)
 Iwrine@irvinewoodrecovery.com
 (513) 831-0060

Florida Mulch Pros LLC
 dylan@floridamulchsupply.com
 407-730-0476

Bolling Forest Products dba
 Mulch for you
 installs@mulchforyou.com
 407-869-9008

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.
Requested by Tammy Wilson, Director of Finance Department of Finance
Additional contact(s)/originator Eric Stokes, Director of Facilities and Construction
Document Title TERMINATE 2019-24 Shredded Mulch

Board Action Required:

Presentation/Recognition _____ Information _____
✓ Consideration/Approval Approve TERMINATION of BID 2019-24 Shredded Mulch to ADFS, LLC.

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached available in district office _____ other _____

Executive Summary / Highlights:
TERMINATE Shredded Mulch District

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: \$ 82,935.00 FY 2018-2019
\$ 129,010.00 FY 2019-2020
Amount Budgeted \$250,330. remaining in 18-18 Additional Amount Requested \$275,000. for 19-20
Funding Source Project 08300

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____
Pay grade/level _____
Benefits _____ Terms of Position _____

Financial Impact reviewed by: Tammy Wilson
(Form Board Approved 7/10/07)



SANDRA "SAM" HIMMEL – SUPERINTENDENT OF SCHOOLS

*"Where Learning is the Expectation
And Caring is a Commitment"*

*Purchasing Department
Christine Jernigan, Purchasing Manager*

THOMAS KENNEDY
DISTRICT 1
VIRGINIA BRYANT
DISTRICT 2
DOUGLAS A. DODD
DISTRICT 3
SANDRA COUNTS
DISTRICT 4
LINDA B. POWERS
DISTRICT 5

June 24, 2019

ADFS, LLC
855 Hwy 277
Chipley, FL 32428
Email: tporter@adfsllc.com
PH: (850) 676-1355

ATTN: Tyler Porter, CEO
RE: Bid # 2019-24 Shredded Mulch

Dear Tyler Porter, CEO;

This letter shall serve as official notification that the Citrus County School Board is terminating the above referenced Bid award with your company effective immediately.

Per item 18.22 If the Contractor neglects, fails, or refuses to complete the work as scheduled, the contract may be terminated.

Respectfully,

Christine Jernigan, Purchasing Manager
352-726-1931 x 2417



1007 West Main Street
Inverness, Florida 34450-4625

ADFS, LLC
855 Hwy 277
Chipley, FL 32428

7018 0040 0000 9043 1605

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



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Return Receipt (hardcopy)

Return Receipt (electronic)

Certified Mail Restricted Delivery

Adult Signature Required

Adult Signature Restricted Delivery

Postage

Total Postage and Fees

Postmark
Here

Sept 20
ADFS, LLC 2019.24 Purchasing
Street and Apt. No., or PO Box No.
855 Hwy 277
City, State, ZIP+4®
Chipley, FL 32428
PS Form 3860, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7018 0040 0000 9043 1605

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Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com®

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy)

Return Receipt (electronic)

Certified Mail Restricted Delivery

Adult Signature Required

Adult Signature Restricted Delivery

Postage

Total Postage and Fees

Postmark
Here

JUN 24 2019

Sept 20
ADFS, LLC 2019.24 Purchasing
Street and Apt. No., or PO Box No.
855 Hwy 277
City, State, ZIP+4®
Chipley, FL 32428
PS Form 3860, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

MM

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for August 13, 2019 School Board Meeting.

Requested by Tammy Wilson, Director of Finance

Additional contact(s)/originator Edie Bennett, Accounting Specialist

Document Title Budget Amendment #10 – Amended June 2019

Board Action Required:

Presentation/Recognition _____

Information _____

Consideration/Approval: Request Approval of Budget Amendment #10 June 2019

Backup Materials: attached X available in district office X other _____

Executive Summary / Highlights:

Approve Budget Amendment #10 – June 2019 per CCSB Policy 7.10. Changes are reflected in General, Food Services, Special Revenue-Other, Debt Service, Capital Outlay & Self Insurance.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: see attached

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____

Terms of Position _____

Financial Impact reviewed by: Tammy Wilson

(Form Board Approved 7/10/07)

Citrus County School Board
 Budget Amendment #10
 Fiscal Year 2018 - 2019

TOTAL APPROPRIATIONS, TRANSFERS AND FUND BALANCE
 Amended June 30, 2019

Fund	Original Budget as of 08/31/18	Budget as of 05/31/19	Amended Budget as of 06/30/19
General	138,679,264.29	141,859,461.25	142,469,885.95
Food Services	11,249,232.25	11,282,652.90	11,282,652.90
Special Revenue - Other Special Revenue	11,202,723.19	11,560,186.70	11,571,083.39
Debt Service	10,510,732.39	11,013,528.81	11,664,582.92
Capital Projects	38,904,409.61	39,525,590.82	39,921,079.28
Self Insurance	20,623,323.37	20,623,323.37	20,703,323.37
GRAND TOTALS	\$ 231,169,685.10	\$ 235,864,743.85	\$ 237,612,607.81

Board Approved on:

Certified Correct: _____
 Sandra "Sam" Himmel, Superintendent

Budget Amendment #10 for Fiscal Year 2018-19

GENERAL FUND

Increases/(Decreases) to Estimated REVENUE

Increase estimated revenue for Surplus Sales (#00840)	961.81
Increase estimated revenue for Summer Gifted Program (#10230)	4,640.00
Increase estimated revenue for Project 10 to actuals (#10790)	1,662.00
Increase estimated revenue for CAPE Allocation Correction (#10870)	3,209.13
Decrease estimated revenue for AP Tests to actuals (#11350)	(30.00)
Increase estimated revenue for FEMA IRMA Reimbursement (#17811)	14,589.01
Increase estimated revenue for Class Size Reduction (#20290)	1,275.00
Increase estimated revenue for Pert Units (#20650)	38.00
Increase estimated revenue for SAEC for Unused Teacher Lead Funds (#28010)	29,403.36
Increase estimated revenue for IPS Reroof Bldgs 1,3, & 5 to actuals (#45650)	1.04
Decrease estimated revenue for WTC Café Renovations to actuals(#45670)	(566.35)
Increase estimated revenue for LPS Fire Alarm Upgrade to actuals (#45700)	208.34
Increase estimated revenue for FCE HVAC Upgrade to actuals (#45710)	328.72
Increase estimated revenue for FCE Intercom Upgrade to actuals (#45720)	1,010.84
Increase estimated revenue for LMS Reroofing Bldg 1 to actuals (#45730)	747.43
Decrease estimated revenue for MSS Wastewater Upgrade to actuals (#46010)	(1,000.00)
Decrease estimated revenue for Code Compliance to actuals (#42700, #435B0 & #435D0)	(23,362.65)
Increase estimated revenue for Tax Revenue to actuals (#99900, #999D0, & #999T0)	469,357.57
Increase estimated revenue for Interest & PCard Rebate to actuals	13,300.00
Increase estimated revenue for WTC to actuals	94,651.45

Total Adjustments to Estimated REVENUE:

610,424.70

Increases/(Decreases) to APPROPRIATIONS

Increase appropriations for Surplus Sales (#00840)	961.81
Increase appropriations for Summer Gifted Program (#10230)	4,640.00
Increase appropriations for Project 10 to actuals (#10790)	1,662.00
Increase appropriations for CAPE Allocation Correction (#10870)	3,209.13
Decrease appropriations for AP Tests to actuals (#11350)	(5,130.00)
Decrease appropriations for FEMA IRMA Reimbursement (#17811)	(12.23)
Increase appropriations for Class Size Reduction (#20290)	1,275.00
Increase appropriations for Pert Units (#20650)	38.00
Increase appropriations for SAEC for Unused Teacher Lead Funds (#28010)	29,403.36
Increase appropriations for IPS Reroof Bldgs 1,3, & 5 to actuals (#45650)	1.04
Decrease appropriations for WTC Café Renovations to actuals (#45670)	(566.35)
Increase appropriations for LPS Fire Alarm Upgrade to actuals (#45700)	208.34
Increase appropriations for FCE HVAC Upgrade to actuals (#45710)	328.72
Increase appropriations for FCE Intercom Upgrade to actuals (#45720)	1,010.84
Increase appropriations for LMS Reroofing Bldg 1 to actuals (#45730)	747.43
Decrease appropriations for MSS Wastewater Upgrade to actuals (#46010)	(1,000.00)
Decrease appropriations for Code Compliance to actuals (#42700, #435B0 & #435D0)	(23,362.65)
Decrease appropriations for Security & Crossing Guards (#00050 & 0005C)	(14,135.02)
Decrease appropriations for Math Field Day (#00480)	(2,281.04)
Decrease appropriations for Student Services to actuals (#02500)	(2,768.51)
Decrease appropriations for Research & Accountability to actuals (#03000)	(33,000.63)
Increase appropriations for Home Placement to actuals (#10210)	2,305.39
Increase appropriations for Reading Allocation to actuals (#20450)	450.00
Increase appropriations for Purchasing (#57700)	36.58
Decrease appropriations for WTC to actuals	(10,398.90)

Total Adjustments to APPROPRIATIONS:

(46,377.69)

The impact to the General Fund Balance is a increase of :

656,802.39

Budget Amendment #10 for Fiscal Year 2018-19

FOOD SERVICES

Increases/(Decreases) to Estimated REVENUE

Increase estimated revenue for Interest & PCard Rebate to actuals	28,900.00
Total Adjustments to Estimated REVENUE:	<u>28,900.00</u>

Increases/(Decreases) to APPROPRIATIONS

Total Adjustments to APPROPRIATIONS:	<u>0.00</u>
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The impact to the Food Services Balance is a increase of: **28,900.00**

SPECIAL REVENUE FUND - OTHER

Increases/(Decreases) to Estimated REVENUE

Increase estimated revenue for Hurricane Ed For Homeless (#32415)	10,897.00
Increase estimated revenue for Title I Salaries (#329K0)	0.31
Total Adjustments to Estimated REVENUE:	<u>10,897.31</u>

Increases/(Decreases) to APPROPRIATIONS

Increase appropriations for Hurricane Ed For Homeless (#32415)	10,897.00
Increase appropriations for Title I Salaries (#329K0)	0.31
Total Adjustments to APPROPRIATIONS:	<u>10,897.31</u>

The impact to the Special Revenue Fund-Other Balance is: **0.00**

DEBT SERVICE FUND

Increases/(Decreases) to Estimated REVENUE

Increase estimated revenue for Dell Sever Lease to actuals	274,973.39
Increase estimated revenue for Gain on Investments to actuals	376,080.72
Total Adjustments to Estimated REVENUE:	<u>651,054.11</u>

Increases/(Decreases) to APPROPRIATIONS

Increase appropriations for Dell Server Lease to actuals	274,973.39
Total Adjustments to APPROPRIATIONS:	<u>274,973.39</u>

The impact to the Debt Service Fund Balance is an increase of: **376,080.72**

CAPITAL OUTLAY

Increases/(Decreases) to Estimated REVENUE

Increase estimated revenue for IPS Reroof Bldgs 1,3, & 5 to actuals (#45650)	10,806.66
Increase estimated revenue for WTC Café Reimbursement to actuals (#45670)	(1,957.98)
Increase estimated revenue for Tax Revenue to actuals (#99900, #999D0, & #999T0)	145,639.78
Increase estimated revenue for Interest to actuals	241,000.00
Total Adjustments to Estimated REVENUE:	<u>395,488.46</u>

Increases/(Decreases) to APPROPRIATIONS

Increase appropriations for Code Compliance to actuals (#42700, #435B0 & #435D0)	(23,362.65)
Increase appropriations for IPS Reroof Bldgs 1,3, & 5 to actuals (#45650)	1.04
Increase appropriations for WTC Café to actuals (#45670)	(2,524.33)
Increase appropriations for MSS Wastewater Upgrade to actuals (#46010)	(44,695.04)
Increase appropriations for Technology Plan to actuals (#60480)	(153,988.67)
Increase appropriations for Bond Fees (#65200 & #99970)	1,250.00
Increase appropriations for Capital Transfers to actuals	(499.96)
Increase appropriations for Dell Server Lease to actuals	274,973.39
Total Adjustments to APPROPRIATIONS:	<u>51,153.78</u>

The impact to the Capital Outlay Balance a increase of: **344,334.68**

Budget Amendment #10 for Fiscal Year 2018-19

SELF INSURANCE

Increases/(Decreases) to Estimated REVENUE

Increase estimated revenue for Interest & PCard Rebate to actuals

80,000.00

Total Adjustments to Estimated REVENUE:

80,000.00

Increases/(Decreases) to APPROPRIATIONS

Total Adjustments to APPROPRIATIONS:

0.00

The impact to the Self Insurance Balance is an increase of:

80,000.00

AMENDMENT NO. - 10

Resolution to Amend: **GENERAL FUND (1001 & 8301)**

Amended as of June 30, 2019

REVENUE	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Revenues as of 05/30/19	INCREASE/ (DECREASE)	Amended Revenues as of 06/30/19
FEDERAL					
Reserve Officers Training Corps (ROTC)	3191	210,000.00	210,000.00		210,000.00
Total Federal Direct	3100	210,000.00	210,000.00	0.00	210,000.00
FEDERAL THROUGH STATE AND LOCAL:					
Medicaid	3202	1,200,000.00	1,200,000.00		1,200,000.00
Miscellaneous Federal through State	329X	0.00	317,617.00		317,617.00
Total Federal Through State and Local	3200	1,200,000.00	1,517,617.00	0.00	1,517,617.00
STATE					
Florida Education Finance Program (FEFP)	3310	48,042,446.00	47,730,494.00	3,179.13	47,733,673.13
Workforce Development	3315	2,043,527.00	2,043,527.00		2,043,527.00
Performance Based Incentives	3317	0.00	118,540.67		118,540.67
Adults with Disabilities	3318	0.00	0.00		0.00
CO & DS	3323	9,418.50	9,418.50		9,418.50
Racing Commission Funds	3341	223,250.00	223,250.00		223,250.00
State License Tax	3343	110,000.00	110,000.00		110,000.00
Lottery	3344	25,336.00	48,840.00		48,840.00
Class Size Reduction/Operating Funds	3355	15,537,245.00	15,504,144.00	1,275.00	15,505,419.00
School Recognition Funds	3361	248,496.00	429,937.00		429,937.00
Excellent Teaching Bonus	3363	0.00	0.00		0.00
Voluntary Prekindergarten Program	3371	965,000.00	965,000.00		965,000.00
Full Service Schools	3378	130,000.00	130,000.00		130,000.00
Other Misc. State Sources	339X	185,394.00	2,401,946.23	2,008.00	2,403,954.23
Total State	3300	67,520,112.50	69,715,097.40	6,462.13	69,721,559.53
LOCAL					
District School Tax	3411	46,394,013.00	46,394,013.00	496,772.27	46,890,785.27
Payments in Lieu of Taxes	3422	50,000.00	50,000.00	(27,414.70)	22,585.30
Rent	3425	221,700.00	241,732.26		241,732.26
Interest	343X	302,000.00	302,000.00	163,300.00	465,300.00
Gifts, Grants & Bequests	3440	36,053.64	226,574.43		226,574.43
Adult General Education Course Fees	3461	5,600.00	5,600.00	(320.00)	5,280.00
Postsecondary Course Fees	3462	750,000.00	750,000.00	32,888.39	782,888.39
Cont. Workforce Education Course Fees	3463	500.00	500.00	(500.00)	0.00
Capital Improvement Fees	3464	35,000.00	35,000.00	2,978.37	37,978.37
Post Secondary Lab Fees	3465	150,000.00	165,000.00	27,828.80	192,828.80
Lifelong Learning Fees	3466	26,500.00	26,500.00	17,903.18	44,403.18
GED Testing Fees	3467	0.00	0.00		0.00
Financial Aid Fees	3468	78,000.00	78,000.00		78,000.00
Other Student Fees	3469	50,000.00	50,000.00	(855.81)	49,144.19
Preschool Program Fees	3471	0.00	0.00		0.00
School Age Child Care Fees	3473	0.00	0.00		0.00
Charges for Services	3481	100,000.00	100,000.00		100,000.00
Misc. Local Sources	3490	2,893,242.75	3,230,821.35	(100,574.31)	3,130,247.04
Total Local	3400	51,092,609.39	51,655,741.04	612,006.19	52,267,747.23
TOTAL ESTIMATED REVENUES		120,022,721.89	123,098,455.44	618,468.32	123,716,923.76
OTHER FINANCING SOURCES					
<i>Transfers In:</i>					
From Debt Service Funds	3620	0.00	0.00		0.00
From Capital Projects Funds	3630	7,828,427.50	7,896,123.49	(22,632.63)	7,873,490.86
From Special Revenue Funds	3640	0.00	0.00		0.00
From Permanent Fund	3660	0.00	0.00		0.00
From Internal Service Funds	3670	0.00	0.00		0.00
From Enterprise Funds	3690	0.00	0.00		0.00
Total Transfer In	3600	7,828,427.50	7,896,123.49	(22,632.63)	7,873,490.86
<i>Sale of Capital Assets:</i>					
Sale of Equipment	3733	0.00	25,000.00		25,000.00
<i>Loss Recoveries:</i>					
Insurance Loss Recovery	3741	18,066.41	18,066.41		18,066.41
Other Loss Recovery	3742	0.00	11,767.42		11,767.42
Other Loss Recovery	3744	0.00	0.00	14,589.01	14,589.01
Other Loss Recovery	3745	0.00	0.00		0.00
FACE VALUE OF LONG-TERM DEBT AND SALES OF CAPITAL ASSETS	3700	18,066.41	54,833.83	14,589.01	69,422.84
TOTAL OTHER FINANCING SOURCES		7,846,493.91	7,950,957.32	(8,043.62)	7,942,913.70
TOTAL REVENUE & OTHER FINANCING SOURCES		127,869,215.80	131,049,412.76	610,424.70	131,659,837.46
Fund Balance, July 1, 2018	2800	10,810,048.49	10,810,048.49	0.00	10,810,048.49
TOTAL ESTIMATED REVENUES, OTHER FINANCING SOURCES, AND FUND BALANCE		138,679,264.29	141,859,461.25	610,424.70	142,469,885.95

AMENDMENT NO. - 10

Resolution to Amend: GENERAL FUND (1001 & 8301)

Amended as of June 30, 2019

APPROPRIATIONS	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Appropriations as of 05/31/19	INCREASE/ (DECREASE)	Amended Appropriations as of 06/30/19
INSTRUCTION - 5000					
Salaries	100	51,103,656.59	52,880,483.40	17,636.13	52,898,119.53
Benefits	200	15,026,607.90	14,481,619.06	1,718.42	14,483,337.48
Purchased Services	300	5,243,523.74	6,054,524.82	6,664.52	6,061,189.34
Energy Services	400	10,972.00	15,866.49	(1,070.33)	14,796.16
Materials & Supplies	500	4,750,003.12	4,156,519.06	(40,449.97)	4,116,069.09
Capital Outlay	600	345,508.98	406,039.18	7,486.50	413,525.68
Other Expenses	700	875,401.28	1,409,499.99	490.31	1,409,990.30
TOTAL INSTRUCTION	5000	77,355,673.61	79,404,552.00	(7,524.42)	79,397,027.58
PUPIL PERSONNEL SERVICES - 6100					
Salaries	100	4,546,703.18	4,481,818.01	5,375.57	4,487,193.58
Benefits	200	1,335,715.89	1,242,615.91	942.49	1,243,558.40
Purchased Services	300	82,474.50	31,894.68	(1,381.56)	30,513.12
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	79,876.72	78,005.61	3,263.62	81,269.23
Capital Outlay	600	34,736.66	16,950.35	(3,939.36)	13,010.99
Other Expenses	700	62,028.76	184,369.33	(299.80)	184,069.53
TOTAL PUPIL PERSONNEL SERVICES	6100	6,141,535.71	6,035,653.89	3,960.96	6,039,614.85
INSTRUCTIONAL MEDIA SERVICES - 6200					
Salaries	100	1,087,697.69	1,080,786.33	1,841.46	1,082,627.79
Benefits	200	330,926.25	311,164.50	314.33	311,478.83
Purchased Services	300	16,954.60	19,565.40	0.00	19,565.40
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	25,401.05	54,223.55	(110.00)	54,113.55
Capital Outlay	600	53,734.31	126,334.49	(500.00)	125,834.49
Other Expenses	700	700.00	6,451.76	0.00	6,451.76
TOTAL INSTRUCTIONAL MEDIA SERVICES	6200	1,515,413.90	1,598,526.03	1,545.79	1,600,071.82
INSTRUCTION & CURRICULUM DEVELOPMENT - 6300					
Salaries	100	1,198,946.53	1,273,370.98	1,731.12	1,275,102.10
Benefits	200	291,478.11	284,689.18	306.77	284,995.95
Purchased Services	300	8,123.00	8,244.21		8,244.21
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	31,328.00	17,216.02	226.60	17,442.62
Capital Outlay	600	50.00	1,481.91		1,481.91
Other Expenses	700	27,815.00	19,866.67		19,866.67
TOTAL INSTRUCTION & CURRICULUM DEVELOPMENT	6300	1,557,740.64	1,604,868.97	2,264.49	1,607,133.46
INSTRUCTIONAL STAFF TRAINING - 6400					
Salaries	100	900,613.81	915,647.02	6,966.73	922,613.75
Benefits	200	219,822.86	229,488.44	370.65	229,859.09
Purchased Services	300	102,106.60	123,960.31	(13,300.04)	110,660.27
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	6,629.21	21,714.24	4,198.34	25,912.58
Capital Outlay	600	300.00	3,083.60		3,083.60
Other Expenses	700	134,371.43	244,766.73	(220.86)	244,545.87
TOTAL INSTRUCTIONAL STAFF TRAINING	6400	1,363,843.91	1,538,660.34	(1,985.18)	1,536,675.16
INSTRUCTION RELATED TECHNOLOGY - 6500					
Salaries	100	1,368,635.54	1,243,298.25	0.00	1,243,298.25
Benefits	200	390,890.06	354,862.25		354,862.25
Purchased Services	300	6,550.00	8,039.20		8,039.20
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	55,498.03	59,376.10	275.94	59,652.04
Capital Outlay	600	50,000.00	54,709.06	7,681.95	62,391.01
Other Expenses	700	0.00	307.00		307.00
TOTAL INSTRUCTION RELATED TECHNOLOGY	6500	1,871,573.63	1,720,591.86	7,957.89	1,728,549.75
BOARD OF EDUCATION - 7100					
Salaries	100	174,630.00	175,970.00		175,970.00
Benefits	200	130,001.70	130,885.57		130,885.57
Purchased Services	300	173,310.00	196,819.74		196,819.74
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	178.00		178.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	25,000.00	22,500.00		22,500.00
TOTAL BOARD OF EDUCATION	7100	502,941.70	526,353.31	0.00	526,353.31
GENERAL ADMINISTRATION - 7200					
Salaries	100	345,479.20	373,148.18		373,148.18
Benefits	200	98,342.60	103,339.71		103,339.71
Purchased Services	300	17,918.50	44,179.40		44,179.40
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	4,306.91	4,541.31		4,541.31
Capital Outlay	600	0.00	25,000.00		25,000.00
Other Expenses	700	15,000.00	12,932.25		12,932.25
TOTAL GENERAL ADMINISTRATION	7200	481,047.21	563,140.85	0.00	563,140.85

AMENDMENT NO. - 10

Resolution to Amend: GENERAL FUND (1001 & 8301)

Amended as of June 30, 2019

APPROPRIATIONS	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Appropriations as of 05/31/19	INCREASE/ (DECREASE)	Amended Appropriations as of 06/30/19
SCHOOL ADMINISTRATION - 7300					
Salaries	100	7,020,166.22	7,210,634.06	4,714.43	7,215,348.49
Benefits	200	1,987,116.38	1,985,807.32	1,166.38	1,986,973.70
Purchased Services	300	33,216.96	68,193.53	393.96	68,587.49
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	73,961.35	66,504.13	546.53	67,050.66
Capital Outlay	600	6,825.00	15,592.62	300.29	15,892.91
Other Expenses	700	13,750.00	13,141.44	0.00	13,141.44
TOTAL SCHOOL ADMINISTRATION	7300	9,135,035.91	9,359,873.10	7,121.59	9,366,994.69
FACILITIES ACQUISITION & CONSTRUCTION - 7400					
Salaries	100	176,269.18	180,716.90	1,476.08	182,192.98
Benefits	200	52,368.72	52,394.42	253.94	52,648.36
Purchased Services	300	0.00	58,518.90		58,518.90
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	3,165.00	3,033.91		3,033.91
Capital Outlay	600	287,957.95	323,574.81	(277,301.70)	46,273.11
Other Expenses	700	100.00	185.00		185.00
TOTAL FACILITIES ACQUISITION & CONSTRUCTION	7400	519,860.85	618,423.94	(275,571.68)	342,852.26
FISCAL SERVICES - 7500					
Salaries	100	714,242.45	669,929.82		669,929.82
Benefits	200	230,244.07	213,161.91		213,161.91
Purchased Services	300	68,775.00	45,419.97		45,419.97
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	5,940.60	6,883.40	608.41	7,491.81
Capital Outlay	600	2,500.00	2,500.00		2,500.00
Other Expenses	700	1,000.00	1,000.00		1,000.00
TOTAL FISCAL SERVICES	7500	1,022,702.12	938,895.10	608.41	939,503.51
FOOD SERVICES - 7600					
Salaries	100	0.00	35,782.64		35,782.64
Benefits	200	0.00	2,447.20		2,447.20
Purchased Services	300	0.00	0.00		0.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	0.00		0.00
TOTAL FOOD SERVICES	7600	0.00	38,229.84	0.00	38,229.84
CENTRAL SERVICES - 7700					
Salaries	100	1,748,307.40	1,822,307.45	1,454.00	1,823,761.45
Benefits	200	445,020.08	484,090.82	1,021.84	485,112.66
Purchased Services	300	634,973.79	659,067.44	8,863.99	667,931.43
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	58,793.64	81,954.56	(9,934.54)	72,020.02
Capital Outlay	600	3,895.45	20,332.73		20,332.73
Other Expenses	700	110,859.61	121,180.41	13,690.22	134,870.63
TOTAL CENTRAL SERVICES	7700	3,001,849.97	3,188,933.41	15,095.51	3,204,028.92
PUPIL TRANSPORTATION SERVICES - 7800					
Salaries	100	4,699,103.47	4,294,587.83	9,947.48	4,304,535.31
Benefits	200	1,653,710.85	1,488,290.52	(10,526.30)	1,477,764.22
Purchased Services	300	439,552.70	629,407.68	21,376.40	650,784.08
Energy Services	400	1,487,045.20	1,378,482.23	(33,843.60)	1,344,638.63
Materials & Supplies	500	762,100.00	820,607.85	14,600.00	835,207.85
Capital Outlay	600	33,754.00	(33,521.00)		(33,521.00)
Other Expenses	700	129,171.14	198,286.86	(3,333.13)	194,953.73
TOTAL PUPIL TRANSPORTATION SERVICES	7800	9,204,437.36	8,776,141.97	(1,779.15)	8,774,362.82
OPERATION OF PLANT - 7900					
Salaries	100	2,861,135.45	2,822,909.36	(12,413.90)	2,810,495.46
Benefits	200	943,736.15	932,977.91	3,527.11	936,505.02
Purchased Services	300	2,144,701.80	2,287,905.84	(5,233.80)	2,282,672.04
Energy Services	400	3,171,172.00	3,171,303.14	3,974.41	3,175,277.55
Materials & Supplies	500	397,183.19	386,573.51	8,951.77	395,525.28
Capital Outlay	600	24,250.00	54,045.71	(10,491.74)	43,553.97
Other Expenses	700	710.00	56,752.86	(108.53)	56,644.33
TOTAL OPERATION OF PLANT	7900	9,542,888.59	9,712,468.33	(11,794.68)	9,700,673.65
MAINTENANCE OF PLANT - 8100					
Salaries	100	1,612,455.51	1,533,999.17		1,533,999.17
Benefits	200	499,553.27	485,827.87		485,827.87
Purchased Services	300	2,191,530.28	1,860,325.58	(61,826.31)	1,798,499.27
Energy Services	400	1,000.00	5,514.11	248.16	5,762.27
Materials & Supplies	500	681,305.00	830,838.30	18,567.55	849,405.85
Capital Outlay	600	143,030.00	224,185.77	3,505.48	227,691.25
Other Expenses	700	400.00	400.00		760.00
TOTAL MAINTENANCE OF PLANT	8100	5,129,274.06	4,941,090.80	(39,145.12)	4,901,945.68

AMENDMENT NO. - 10

Resolution to Amend: **GENERAL FUND (1001 & 8301)**

Amended as of June 30, 2019

APPROPRIATIONS	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Appropriations as of 05/31/19	INCREASE/ (DECREASE)	Amended Appropriations as of 06/30/19
ADMINISTRATIVE TECHNOLOGY SERVICES - 8200					
Salaries	100	835,046.70	834,218.00		834,218.00
Benefits	200	225,662.24	229,117.47		229,117.47
Purchased Services	300	1,205,233.77	1,210,854.62	(1,444.10)	1,209,410.52
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	26,621.95	33,400.33	229.16	33,629.49
Capital Outlay	600	0.00	29,395.00	1,265.94	30,660.94
Other Expenses	700	0.00	25.00		25.00
TOTAL ADMINISTRATIVE TECHNOLOGY SERVICES	8200	2,292,564.66	2,337,010.42	51.00	2,337,061.42
COMMUNITY SERVICES - 9100					
Salaries	100	87,418.24	127,735.44	0.14	127,735.58
Benefits	200	39,882.92	33,731.10	(12.37)	33,718.73
Purchased Services	300	0.00	0.00		0.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	80,698.84	181,260.39		181,260.39
TOTAL COMMUNITY SERVICES	9100	208,000.00	342,726.93	(12.23)	342,714.70
DEBT SERVICES - 9200					
Other Expenses	700	0.00	0.00		0.00
TOTAL DEBT SERVICES	9200	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	9700	5,000.00	5,000.00	252,829.13	257,829.13
TOTAL APPROPRIATIONS AND TRANSFERS		130,851,383.83	133,251,141.09	(46,377.69)	133,204,763.40
TOTAL ENDING FUND BALANCE (JUNE 30, 2019)	2700	7,827,880.46	8,608,320.16	656,802.39	9,265,122.55
TOTAL APPROPRIATIONS, TRANSFERS AND FUND BALANCE		138,679,264.29	141,859,461.25	610,424.70	142,469,885.95

AMENDMENT NO. - 10

Resolution to Amend: **FOOD SERVICES FUND (4101)**

Amended as of June 30, 2019

REVENUE	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Revenues as of 05/30/19	INCREASE/ (DECREASE)	Amended Revenues as of 06/30/19
FEDERAL THROUGH STATE AND LOCAL					
National School Act	326X	6,026,518.00	6,059,768.05		6,059,768.05
USDA Donated Foods	3265	494,851.70	494,851.70		494,851.70
Federal Through Local	3280	0.00	0.00		0.00
Misc. Federal Through State	3299	0.00	0.00		0.00
Total Federal Through State and Local	3200	6,521,369.70	6,554,619.75	0.00	6,554,619.75
STATE					
School Breakfast Supplement	3337	35,430.00	35,430.00		35,430.00
School Lunch Supplement	3338	46,972.00	46,972.00		46,972.00
Other Misc. Revenue	3399	0.00	0.00		0.00
Total State	3300	82,402.00	82,402.00	0.00	82,402.00
LOCAL:					
Interest, Including Profit on Investment	343X	40,000.00	40,000.00	30,000.00	70,000.00
Gift, Grants & Bequests	3440	0.00	0.00		0.00
Food Service	345X	1,201,760.71	1,201,931.31		1,201,931.31
Other Misc. Local Sources	349X	31,736.38	31,736.38	(1,100.00)	30,636.38
Total Local	3400	1,273,497.09	1,273,667.69	28,900.00	1,302,567.69
TOTAL ESTIMATED REVENUES		7,877,268.79	7,910,689.44	28,900.00	7,939,589.44
OTHER FINANCING SOURCES					
Loans	3720	0.00	0.00		0.00
Sale of Capital Assets	3730	0.00	0.00		0.00
Loss Recoveries	3730	0.00	0.00		0.00
Transfers In:					
From General Fund	3610	5,000.00	5,000.00		5,000.00
From Debt Service Funds	3620	0.00	0.00		0.00
From Capital Projects Funds	3630	0.00	0.00		0.00
Interfund	3650	0.00	0.00		0.00
From Permanent Fund	3660	0.00	0.00		0.00
From Internal Service Funds	3670	0.00	0.00		0.00
From Enterprise Funds	3690	0.00	0.00		0.00
Total Transfers In	3600	0.00	0.00		0.00
TOTAL OTHER FINANCING SOURCES		5,000.00	5,000.00	0.00	5,000.00
TOTAL REVENUES & OTHER FINANCING SOURCES		7,882,268.79	7,915,689.44	28,900.00	7,944,589.44
Fund Balance, July 1, 2018	2800	3,366,963.46	3,366,963.46	0.00	3,366,963.46
TOTAL ESTIMATED REVENUES, OTHER FINANCING SOURCES, AND FUND BALANCE		11,249,232.25	11,282,652.90	28,900.00	11,311,552.90

APPROPRIATIONS	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Appropriations as of 05/31/19	INCREASE/ (DECREASE)	Amended Appropriations as of 06/30/19
FOOD SERVICES - 7600					
Salaries	100	2,880,371.76	2,801,594.44		2,801,594.44
Benefits	200	1,112,899.11	998,347.89		998,347.89
Purchased Services	300	131,711.22	131,675.51		131,675.51
Energy Services	400	103,000.00	103,000.00		103,000.00
Materials & Supplies	500	3,536,154.41	3,622,201.81		3,622,201.81
Capital Outlay	600	409,074.36	357,526.96		357,526.96
Other Expenses	700	333,733.42	319,091.22		319,091.22
TOTAL FOOD SERVICES	7600	8,506,944.28	8,333,437.83	0.00	8,333,437.83
TRANSFER OF FUNDS					
Transfers	900	0.00	0.00		0.00
TOTAL TRANSFERS	9700	0.00	0.00	0.00	0.00
TOTAL APPROPRIATIONS AND TRANSFERS		8,506,944.28	8,333,437.83	0.00	8,333,437.83
TOTAL ENDING FUND BALANCE (JUNE 30, 2019)	2700	2,742,287.97	2,949,215.07	0.00	2,949,215.07
TOTAL APPROPRIATIONS, TRANSFERS AND FUND BALANCE		11,249,232.25	11,282,652.90	0.00	11,282,652.90

AMENDMENT NO. - 10

Resolution to Amend: SPECIAL REVENUE FUND - OTHER SPECIAL REVENUE - (42XX)

Amended as of June 30, 2019

REVENUE	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Revenues as of 05/30/19	INCREASE/ (DECREASE)	Amended Revenues as of 06/30/19
FEDERAL DIRECT:					
Miscellaneous Federal Direct	3199	900,000.00	950,000.00		950,000.00
Total Federal Direct	3100	900,000.00	950,000.00	0.00	950,000.00
FEDERAL THROUGH STATE AND LOCAL:					
Vocational Education Acts	3201	338,824.00	371,697.00		371,697.00
Workforce Investment Acts	3221	162,664.00	162,664.00		162,664.00
Teacher and Principal Training and Recruitment, Title II, Part A	3225	540,384.00	597,782.26		597,782.26
Drug Free Schools	3227	0.00	0.00		0.00
Individuals with Disabilities Education Act (IDEA)	3230	3,955,159.00	4,108,792.94		4,108,792.94
Elementary and Secondary Education Act, Title I	3240	4,888,474.95	4,954,283.45	(0.31)	4,954,283.14
Twenty-First Century Schools –Title IV	3242	330,179.16	330,230.50		330,230.50
Adult General Education Course Fees	3251	0.00	0.00		0.00
Miscellaneous Federal Through State	3299	87,038.08	84,736.55	10,897.00	95,633.55
Total Federal Through State and Local	3200	10,302,723.19	10,610,186.70	10,896.69	10,621,083.39
STATE:					
Other Miscellaneous State Revenue	3399	0.00	0.00		0.00
Total State	3300	0.00	0.00	0.00	0.00
LOCAL:					
Interest, Including Profit on Investment	3430	0.00	0.00		0.00
Gift, Grants & Bequests	3440	0.00	0.00		0.00
Total Local	3400	0.00	0.00		0.00
TOTAL ESTIMATED REVENUES		11,202,723.19	11,560,186.70	10,896.69	11,571,083.39
OTHER FINANCING SOURCES					
Loans	3720	0.00	0.00		0.00
Sale of Capital Assets	3730	0.00	0.00		0.00
Loss Recoveries	3730	0.00	0.00		0.00
xx					
From General Fund	3610	0.00	0.00		0.00
From Debt Service Funds	3620	0.00	0.00		0.00
From Capital Projects Funds	3630	0.00	0.00		0.00
Interfund	3650	0.00	0.00		0.00
From Permanent Fund	3660	0.00	0.00		0.00
From Internal Service Funds	3670	0.00	0.00		0.00
From Enterprise Funds	3690	0.00	0.00		0.00
Total Transfers In	3600	0.00	0.00		0.00
TOTAL OTHER FINANCING SOURCES		0.00	0.00	0.00	0.00
TOTAL REVENUES & OTHER FINANCING SOURCES		11,202,723.19	11,560,186.70	10,896.69	11,571,083.39
Fund Balance, July 1, 2018	2800	0.00	0.00	0.00	0.00
TOTAL ESTIMATED REVENUES, OTHER FINANCING SOURCES, AND FUND BALANCE		11,202,723.19	11,560,186.70	10,896.69	11,571,083.39

APPROPRIATIONS	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Appropriations as of 05/31/19	INCREASE/ (DECREASE)	Amended Appropriations as of 06/30/19
INSTRUCTION - 5000					
Salaries	100	3,336,846.22	3,502,030.26	(18,548.38)	3,483,481.88
Benefits	200	1,155,894.32	1,147,545.10	6,777.21	1,154,322.31
Purchased Services	300	0.00	331,779.17	(25,790.00)	305,989.17
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	281,255.53	2,256.15	283,511.68
Capital Outlay	600	0.00	287,612.03	30.00	287,642.03
Other Expenses	700	0.00	143,655.90	27,294.19	170,950.09
TOTAL INSTRUCTION	5000	4,492,740.54	5,693,877.99	(7,980.83)	5,685,897.16
PUPIL PERSONNEL SERVICES - 6100					
Salaries	100	287,172.72	373,488.79	180.03	373,668.82
Benefits	200	83,510.30	95,614.27	107.76	95,722.03
Purchased Services	300	0.00	51,926.00	497.92	52,423.92
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	41,034.34	(678.42)	40,355.92
Capital Outlay	600	0.00	613.77		613.77
Other Expenses	700	0.00	750.00		750.00
TOTAL PUPIL PERSONNEL SERVICES	6100	370,683.02	563,427.17	107.29	563,534.46
INSTRUCTIONAL MEDIA SERVICES - 6200					
Salaries	100	0.00	0.00		0.00
Benefits	200	0.00	0.00		0.00
Purchased Services	300	0.00	0.00		0.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	1,000.00		1,000.00
Other Expenses	700	0.00	0.00		0.00
TOTAL INSTRUCTIONAL MEDIA SERVICES	6200	0.00	1,000.00	0.00	1,000.00

AMENDMENT NO. - 10

Resolution to Amend: SPECIAL REVENUE FUND - OTHER SPECIAL REVENUE - (42XX)

Amended as of June 30, 2019

APPROPRIATIONS	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Appropriations as of 05/31/19	INCREASE/ (DECREASE)	Amended Appropriations as of 06/30/19
INSTRUCTION & CURRICULUM DEVELOPMENT - 6300					
Salaries	100	2,016,828.37	2,028,718.72	276.43	2,028,995.15
Benefits	200	539,149.16	560,695.58	(261.19)	560,434.39
Purchased Services	300	0.00	115,959.79		115,959.79
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	7,296.95		7,296.95
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	0.00		0.00
TOTAL INSTRUCTION & CURRICULUM DEVELOPMENT	6300	2,555,977.53	2,712,671.04	15.24	2,712,686.28
INSTRUCTIONAL STAFF TRAINING - 6400					
Salaries	100	159,722.90	382,614.06	17,903.41	400,517.47
Benefits	200	46,399.48	65,998.44	13,265.46	79,263.90
Purchased Services	300	0.00	96,221.92	(1,886.42)	94,335.50
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	33,508.25	(100.00)	33,408.25
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	124,899.42	(13,509.01)	111,390.41
TOTAL INSTRUCTIONAL STAFF TRAINING	6400	206,122.38	703,242.09	15,673.44	718,915.53
INSTRUCTION RELATED TECHNOLOGY - 6500					
Salaries	100	73,103.44	96,327.15	1,311.14	97,638.29
Benefits	200	18,944.43	27,384.70	264.72	27,649.42
Purchased Services	300	0.00	1,337.00		1,337.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	0.00		0.00
TOTAL INSTRUCTION RELATED TECHNOLOGY	6500	92,047.87	125,048.85	1,575.86	126,624.71
BOARD OF EDUCATION - 7100					
Salaries	100	0.00	0.00		0.00
Benefits	200	0.00	0.00		0.00
Purchased Services	300	0.00	0.00		0.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	0.00		0.00
TOTAL BOARD OF EDUCATION	7100	0.00	0.00	0.00	0.00
GENERAL ADMINISTRATION - 7200					
Salaries	100	0.00	0.00		0.00
Benefits	200	0.00	0.00		0.00
Purchased Services	300	0.00	0.00		0.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	2,585,151.85	599,127.58		599,127.58
TOTAL GENERAL ADMINISTRATION	7200	2,585,151.85	599,127.58	0.00	599,127.58
SCHOOL ADMINISTRATION - 7300					
Salaries	100	0.00	0.00		0.00
Benefits	200	0.00	0.00		0.00
Purchased Services	300	0.00	0.00		0.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	0.00		0.00
TOTAL SCHOOL ADMINISTRATION	7300	0.00	0.00	0.00	0.00
FACILITIES ACQUISITION & CONSTRUCTION - 7400					
Salaries	100	0.00	0.00		0.00
Benefits	200	0.00	0.00		0.00
Purchased Services	300	0.00	0.00		0.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	0.00		0.00
TOTAL FACILITIES ACQUISITION & CONSTRUCTION	7400	0.00	0.00	0.00	0.00
FISCAL SERVICES - 7500					
Salaries	100	0.00	0.00		0.00
Benefits	200	0.00	0.00		0.00
Purchased Services	300	0.00	0.00		0.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	0.00		0.00
TOTAL FISCAL SERVICES	7500	0.00	0.00	0.00	0.00

AMENDMENT NO. - 10

Resolution to Amend: SPECIAL REVENUE FUND - OTHER SPECIAL REVENUE - (42XX)

Amended as of June 30, 2019

APPROPRIATIONS	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Appropriations as of 05/31/19	INCREASE/ (DECREASE)	Amended Appropriations as of 06/30/19
FOOD SERVICES - 7600					
Salaries	100	0.00	0.00		0.00
Benefits	200	0.00	0.00		0.00
Purchased Services	300	0.00	0.00		0.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	0.00		0.00
TOTAL FOOD SERVICES	7600	0.00	0.00	0.00	0.00
CENTRAL SERVICES - 7700					
Salaries	100	0.00	0.00		0.00
Benefits	200	0.00	0.00		0.00
Purchased Services	300	0.00	62,501.03	3,031.52	65,532.55
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	1,491.98		1,491.98
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	77,301.07	(593.48)	76,707.59
TOTAL CENTRAL SERVICES	7700	0.00	141,294.08	2,438.04	143,732.12
TRANSPORTATION SERVICES - 7800					
Salaries	100	0.00	22,937.17	414.94	23,352.11
Benefits	200	0.00	3,044.14	(382.51)	2,661.63
Purchased Services	300	0.00	0.00		0.00
Energy Services	400	0.00	11,203.17	17,485.74	28,688.91
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	146.90		146.90
TOTAL TRANSPORTATION SERVICES	7800	0.00	37,331.38	17,518.17	54,849.55
OPERATION OF PLANT - 7900					
Salaries	100	0.00	0.00		0.00
Benefits	200	0.00	0.00		0.00
Purchased Services	300	0.00	0.00	12,816.00	12,816.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	0.00		0.00
TOTAL OPERATION OF PLANT	7900	0.00	0.00	12,816.00	12,816.00
MAINTENANCE OF PLANT - 8100					
Salaries	100	0.00	0.00		0.00
Benefits	200	0.00	0.00		0.00
Purchased Services	300	0.00	0.00		0.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	0.00		0.00
TOTAL MAINTENANCE OF PLANT	8100	0.00	0.00	0.00	0.00
ADMINISTRATIVE TECHNOLOGY SERVICES - 8200					
Salaries	100	0.00	0.00		0.00
Benefits	200	0.00	0.00		0.00
Purchased Services	300	0.00	0.00		0.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00	0.00	0.00
Other Expenses	700	0.00	0.00		0.00
TOTAL ADMINISTRATIVE TECHNOLOGY SERVICES	8200	0.00	0.00	0.00	0.00
COMMUNITY SERVICES - 9100					
Salaries	100	0.00	0.00		0.00
Benefits	200	0.00	0.00		0.00
Purchased Services	300	0.00	0.00		0.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	900,000.00	951,900.00		951,900.00
TOTAL COMMUNITY SERVICES	9100	900,000.00	951,900.00	0.00	951,900.00
DEBT SERVICES - 9200					
Other Expenses	700	0.00	0.00		0.00
TOTAL DEBT SERVICES	9200	0.00	0.00		0.00
SEQUESTRATION - 9999					
Sequestration	999	0.00	31,266.52	(31,266.52)	0.00
TOTAL SEQUESTRATION	9999	0.00	31,266.52	(31,266.52)	0.00
TOTAL TRANSFERS	9700	0.00	0.00		0.00
TOTAL APPROPRIATIONS AND TRANSFERS		11,202,723.19	11,560,186.70	10,896.69	11,571,083.39
Ending Fund Balance (June 30, 2019)		0.00	0.00		0.00
TOTAL APPROPRIATIONS, TRANSFERS AND FUND BALANCE		11,202,723.19	11,560,186.70	10,896.69	11,571,083.39

AMENDMENT NO. - 10

Resolution to Amend: DEBT SERVICE FUND

Amended as of June 30, 2019

REVENUE	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Revenues as of 05/30/19	INCREASE/ (DECREASE)	Amended Revenues as of 06/30/19
STATE SOURCES:					
CO & DS Distributed	3321	0.00	0.00		0.00
CO & DS Withheld for SBE/COBI Bonds	3322	82,900.00	82,900.00		82,900.00
Cost of Issuing SBE/COBI Bonds	3324	0.00	0.00		0.00
Interest on Undistributed CO & DS	3325	0.00	0.00		0.00
SBE/COBI Bond Interest	3326	200.00	200.00		200.00
Racing Commission Funds	3341	0.00	0.00		0.00
Total State	3300	83,100.00	83,100.00	0.00	83,100.00
LOCAL SOURCES:					
District Debt Service Taxes	3412	0.00	0.00		0.00
Local Sales Tax	3418	0.00	0.00		0.00
Tax Redemption	3421	0.00	0.00		0.00
Excess Fees	3423	0.00	0.00		0.00
Rent	3425	0.00	0.00		0.00
Interest, Including Profit on Investment	3430	0.00	0.00		0.00
Net Increase (Dec) in Fair Market Value of Investment	3433	0.00	500,000.00	374,830.72	874,830.72
Gifts, Grants, and Bequests	3440	0.00	0.00		0.00
Total Local Sources	3400	0.00	500,000.00	374,830.72	874,830.72
TOTAL ESTIMATED REVENUES		83,100.00	583,100.00	374,830.72	957,930.72
OTHER FINANCING SOURCES					
Sales of Bonds	3710	0.00	0.00		0.00
Proceeds of Refunding Bonds	3715	0.00	0.00		0.00
Loans	3720	0.00	0.00		0.00
Proceeds of Certificates of Participation	3750	0.00	0.00		0.00
Sale of Refund Bond Premium	3792	0.00	0.00		0.00
Transfers In:					
From General Fund	3610	0.00	0.00		0.00
From Capital Projects Funds	3630	3,141,585.00	3,144,381.42	276,223.39	3,420,604.81
Interfund	3650	0.00	0.00		0.00
From Permanent Fund	3660	0.00	0.00		0.00
From Internal Service Funds	3670	0.00	0.00		0.00
From Enterprise Funds	3690	0.00	0.00		0.00
Total Transfers In	3600	3,141,585.00	3,144,381.42	276,223.39	3,420,604.81
TOTAL OTHER FINANCING SOURCES		3,141,585.00	3,144,381.42	276,223.39	3,420,604.81
TOTAL REVENUES & OTHER FINANCING SOURCES		3,224,685.00	3,727,481.42	651,054.11	4,378,535.53
Fund Balance, July 1, 2018	2800	7,286,047.39	7,286,047.39	0.00	7,286,047.39
TOTAL ESTIMATED REVENUES, OTHER FINANCING SOURCES, AND FUND BALANCE		10,510,732.39	11,013,528.81	651,054.11	11,664,582.92

APPROPRIATIONS	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Appropriations as of 05/31/19	INCREASE/ (DECREASE)	Amended Appropriations as of 06/30/19
Debt Services - 9200					
Salaries	7100	78,000.00	78,000.00	274,973.39	352,973.39
Benefits	7200	465,626.00	469,672.00		469,672.00
Purchased Services	7300	5,450.00	5,450.00		5,450.00
Bond Escrow Refunded Pymrt	7600	0.00	0.00		0.00
Energy Services	7900	0.00	0.00		0.00
TOTAL DEBT SERVICES	9200	549,076.00	553,122.00	274,973.39	828,095.39
Transfers Out - 9700					
To General Fund	9100	0.00	0.00		0.00
To Capital Projects Funds	9300	0.00	0.00		0.00
To Special Revenue Funds	9400	0.00	0.00		0.00
Interfund (Debt Service Only)	9500	0.00	0.00		0.00
To Permanent Fund	9600	0.00	0.00		0.00
To Internal Service Funds	9700	0.00	0.00		0.00
To Enterprise Funds	9900	0.00	0.00		0.00
TOTAL TRANSFERS OUT	9700	0.00	0.00	0.00	0.00
TOTAL APPROPRIATIONS AND TRANSFERS		549,076.00	553,122.00	274,973.39	828,095.39
TOTAL ENDING FUND BALANCE (JUNE 30, 2019)	2700	9,961,656.39	10,460,406.81	376,080.72	10,836,487.53
TOTAL APPROPRIATIONS, TRANSFERS AND FUND BALANCE		10,510,732.39	11,013,528.81	651,054.11	11,664,582.92

AMENDMENT NO. - 10

Resolution to Amend: CAPITAL PROJECTS FUNDS

Amended as of June 30, 2019

REVENUE	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Revenues as of 05/30/19	INCREASE/ (DECREASE)	Amended Revenues as of 06/30/19
STATE SOURCES:					
CO & DS Distributed	3321	160,543.00	160,543.00		160,543.00
Interest on Undistributed CO & DS	3325	7,155.00	7,155.00		7,155.00
Racing Commission Funds	3341	0.00	0.00		0.00
Public Education Capital Outlay (PECO)	3391	353,533.00	353,533.00		353,533.00
Classrooms First Program	3392	0.00	0.00		0.00
School Infrastructure Thrift Program	3393	0.00	0.00		0.00
Effort Index Grants	3394	0.00	0.00		0.00
Smart Schools Small County Asst. Program	3395	0.00	0.00		0.00
Class Size Reduction/Capital Funds	3396	0.00	0.00		0.00
Charter School Capital Outlay Funding	3397	0.00	0.00		0.00
Other Misc. State Revenue	3399	0.00	532,909.00		532,909.00
Total State Sources	3300	521,231.00	1,054,140.00	0.00	1,054,140.00
LOCAL:					
District Local Capital Improvement Tax	3413	14,384,254.00	14,384,254.00	145,639.78	14,529,893.78
Local Sales Tax	3418	0.00	0.00		0.00
Tax Redemption	3421	0.00	0.00		0.00
Interest, Including Profit on Investment	343X	350,000.00	350,000.00	241,000.00	591,000.00
Gifts, Grants, and Bequests	3440	0.00	0.00		0.00
Misc. Local Sources	3490	0.00	0.00	10,806.66	10,806.66
Other Misc. Local Revenue	3495	259,630.00	347,902.21	(1,957.98)	345,944.23
Impact Fees	3496	725,368.00	725,368.00		725,368.00
Refunds of Prior Year Expenditures	3497	0.00	0.00		0.00
Total Local Sources	3400	15,719,252.00	15,807,524.21	395,488.46	16,203,012.67
Total Estimated Revenues		16,240,483.00	16,861,664.21	395,488.46	17,257,152.67
Sale of Equipment	37XX	0.00	0.00	0.00	0.00
TOTAL REVENUES & OTHER FINANCING SOURCES		16,240,483.00	16,861,664.21	395,488.46	17,257,152.67
Fund Balance, July 1, 2018	2800	22,663,926.61	22,663,926.61		22,663,926.61
TOTAL ESTIMATED REVENUES, OTHER FINANCING SOURCES, AND FUND BALANCE		38,904,409.61	39,525,590.82	395,488.46	39,921,079.28

APPROPRIATIONS	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Appropriations as of 05/31/19	INCREASE/ (DECREASE)	Amended Appropriations as of 06/30/19
Library Books (New Libraries)	61XX	0.00	0.00		0.00
Audio-Visual Materials (Non-Consumable)	62XX	0.00	0.00		0.00
Buildings and Fixed Equipment	63XX	0.00	0.00		0.00
Furniture, Fixtures, and Equipment	64XX	2,684,417.00	3,004,753.93	(160,410.63)	2,844,343.30
Motor Vehicles (Including Buses)	65XX	1,193,304.00	1,046,667.87	11,602.51	1,058,270.38
Land	6600	150,000.00	150,000.00		150,000.00
Improvements other than Buildings	6700	1,329,732.04	1,645,232.56	(79,801.19)	1,565,431.37
Remodeling and Renovations	6800	4,379,691.00	4,642,650.21	30,152.84	4,672,803.05
Computer Software	6900	0.00	5,180.55	(5,180.55)	0.00
Redemption of Principal	7100	0.00	0.00		0.00
Interest	7200	0.00	0.00		0.00
Dues and Fees	7300	0.00	0.00		0.00
TOTAL FACILITIES ACQUISITION & CONSTRUCTION		9,737,144.04	10,494,485.12	(203,637.02)	10,290,848.10
Debt Services - 9200					
Dues and Fees	7300	500.00	500.00		500.00
TOTAL DEBT SERVICES		500.00	500.00	0.00	500.00
Transfers Out - 9700					
To General Fund	9100	7,828,427.50	7,894,423.49	(21,432.59)	7,872,990.90
To Debt Service Funds	9200	3,141,585.00	3,144,381.42	276,223.39	3,420,604.81
To Capital Projects Funds	9300	0.00	0.00		0.00
To Special Revenue Funds	9400	0.00	0.00		0.00
Interfund (Debt Service Only)	9500	0.00	0.00		0.00
To Permanent Fund	9600	0.00	0.00		0.00
To Internal Service Funds	9700	0.00	0.00		0.00
To Enterprise Funds	9900	0.00	0.00		0.00
TOTAL TRANSFERS OUT	9700	10,970,012.50	11,038,804.91	254,790.80	11,293,595.71
TOTAL APPROPRIATIONS & TRANSFERS OUT		20,707,656.54	21,533,790.03	51,153.78	21,584,943.81
TOTAL ENDING FUND BALANCE (JUNE 30, 2019)	2700	18,196,753.07	17,991,800.79	344,334.68	18,336,135.47
TOTAL APPROPRIATIONS, TRANSFERS AND FUND BALANCE		38,904,409.61	39,525,590.82	395,488.46	39,921,079.28

AMENDMENT NO. - 10

Resolution to Amend: SELF INSURANCE FUND

Amended as of June 30, 2019

REVENUE	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Revenues as of 05/30/19	INCREASE/ (DECREASE)	Amended Revenues as of 06/30/19
OPERATING REVENUES:					
Charges for Services	3481	7,500.00	7,500.00		7,500.00
Charges for Sales	3482	0.00	0.00		0.00
Premium Revenue	3484	16,500,000.00	16,500,000.00		16,500,000.00
Other Operating Revenue	3489	250,000.00	250,000.00		250,000.00
Total Operating Revenues		16,757,500.00	16,757,500.00	0.00	16,757,500.00
<i>Special Revenue - Other Special Revenue</i>					
Interest, Including Profit on Investment	3430	75,000.00	75,000.00	80,000.00	155,000.00
Gifts, Grants, and Bequests	3440	0.00	0.00		0.00
Other Misc. Local Sources	349X	39,996.00	39,996.00		39,996.00
Loss Recoveries	3740	0.00	0.00		0.00
Stop Loss	3743	0.00	0.00		0.00
Gain on Disposition of Assets	3780	0.00	0.00		0.00
Total Nonoperating Revenues		114,996.00	114,996.00	80,000.00	194,996.00
Transfers In:					
From General Fund	3610	0.00	0.00		0.00
From Capital Projects Funds	3630	0.00	0.00		0.00
Interfund	3650	0.00	0.00		0.00
From Permanent Fund	3660	0.00	0.00		0.00
From Internal Service Funds	3670	0.00	0.00		0.00
From Enterprise Funds	3690	0.00	0.00		0.00
Total Transfers In	3600	0.00	0.00		0.00
TOTAL REVENUES & TRANSFERS IN		16,872,496.00	16,872,496.00	80,000.00	16,952,496.00
Net Assets, July 1, 2018	2800	3,750,827.37	3,750,827.37		3,750,827.37
TOTAL ESTIMATED REVENUES, OTHER FINANCIAL SOURCES, AND FUND BALANCE		20,623,323.37	20,623,323.37	80,000.00	20,703,323.37

APPROPRIATIONS	ACCOUNT NUMBER	ORIGINAL 2018-19 BUDGET as of 08/31/18	Appropriations as of 05/31/19	INCREASE/ (DECREASE)	Amended Appropriations as of 06/30/19
STAFF SERVICES - 7730					
Salaries	100	26,104.00	20,743.76		20,743.76
Benefits	200	10,714.81	9,779.03		9,779.03
Purchased Services	300	3,604,385.50	3,604,385.50		3,604,385.50
Energy Services	400	4,220.00	4,220.00		4,220.00
Materials & Supplies	500	33,000.00	32,719.35		31,265.91
Capital Outlay	600	7,500.00	7,500.00		8,953.44
Other Expenses	700	12,513,000.00	12,513,000.00		12,513,000.00
TOTAL OPERATING EXPENSES	7730	16,198,924.31	16,192,347.64	0.00	16,192,347.64
OPERATION OF PLANT - 7900					
Salaries	100	10,000.00	12,028.51		12,028.51
Benefits	200	1,751.00	2,055.66		2,055.66
Purchased Services	300	2,000.00	2,000.00		2,000.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	1,000.00	1,280.65		1,280.65
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	85.00		85.00
TOTAL OPERATION OF PLANT	7900	14,751.00	17,449.82	0.00	17,449.82
MAINTENANCE OF PLANT - 8100					
Salaries	100	0.00	0.00		0.00
Benefits	200	0.00	0.00		0.00
Purchased Services	300	1,000.00	1,000.00		1,000.00
Energy Services	400	0.00	0.00		0.00
Materials & Supplies	500	0.00	0.00		0.00
Capital Outlay	600	0.00	0.00		0.00
Other Expenses	700	0.00	0.00		0.00
TOTAL MAINTENANCE OF PLANT	8100	1,000.00	1,000.00	0.00	1,000.00
TOTAL APPROPRIATIONS		16,214,675.31	16,210,797.46	0.00	16,210,797.46
Net Assets, June 30, 2019		4,408,648.06	4,412,525.91	80,000.00	4,492,525.91
TOTAL OPERATING EXPENSES, NONOPERATING EXPENSES, TRANSFERS OUT, AND NET ASSETS		20,623,323.37	20,623,323.37	80,000.00	20,703,323.37

REQUESTS FOR SCHOOL BOARD AGENDA

MM

Requested for August 13, 2019 School Board Meeting.
Requested by Tammy Wilson, Director Department of Finance
Additional contact(s)/originator _____
Document Title June 2019 Cash and Investment Report

Board Action Required:

Presentation/Recognition _____ Information X
Consideration/Approval _____

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office _____ other _____

Executive Summary/Highlights:

Cash and Investment Report as of June 30, 2019 are attached for informational purposes.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of work force;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: _____

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

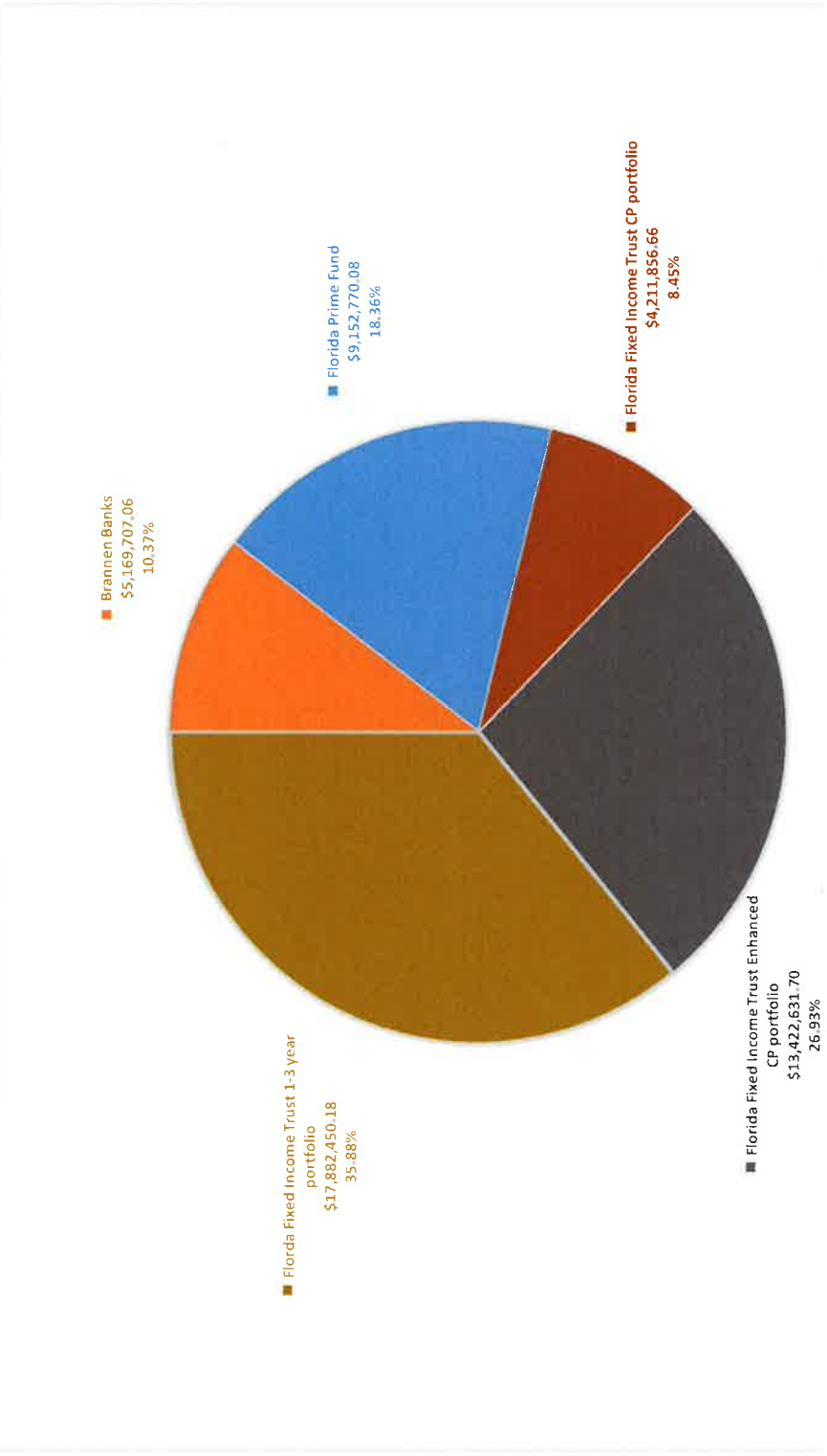
Benefits _____ Terms of Position _____

Financial Impact reviewed by: Tammy Wilson

(Form Board Approved 7/10/07)

CASH & INVESTMENT AND PORTFOLIO COMPOSITION
6/30/2019

Operating Account	Amount	Policy Portfolio Limits %	Individual Issuers Limits %	Current % of Total	Interest Rate	Rating	Compliance
Brannen Banks	\$5,169,707.06	100%	100%	10.37%	1.75%/1.60%	Qualified Public Depositor	Yes
Investment Type							
Florida Prime Fund	\$9,152,770.08	25%		18.36%	2.55%	AAAm	Yes
Intergovernmental Investment Pools							
Florida Fixed Income Trust CP portfolio	\$4,211,856.66			8.45%	2.53%	AAAF	
Florida Fixed Income Trust Enhanced CP portfolio	\$13,422,631.70			26.93%	2.59%	AAAF	
Florida Fixed Income Trust 1-3 year portfolio	\$17,882,450.18			35.88%	2.53%	AA+f	
Total Intergovernmental Investment Pools	\$35,516,938.54	75%		71.26%			Yes
Total	\$49,839,415.68						



Inverness, Florida
July 9, 2019

An Administrative Hearing and Regular Meeting were held at the District Services Center located at 1007 West Main Street, Inverness, Florida on Tuesday, June 11, 2019. Present: Sandra "Sam" Himmel – Superintendent; Thomas Kennedy – Chairman; Sandra Counts – Vice Chairman; School Board Members: Virginia Bryant, Douglas A. Dodd and Linda B. Powers.

ADMINISTRATIVE HEARING

The Administrative Hearing was opened at 3:08 p.m.

Upon motions made, seconded and approved, an expulsion was directed in Case # 19-116 and 19-120.

The Administrative Hearing was closed at 3:40 p.m.

REGULAR MEETING

Chairman Kennedy opened the Regular Meeting at 4:01 p.m. Virginia Bryant had opening exercises and introduced John Edel, Chorus teacher at Citrus High School and a group of students who recently traveled to Hawaii and represented the State of Florida in a Music Salute to celebrate the 75th Anniversary of the end of WW2. Mr. Edel thanked the Board for their support of the Arts. The students, under the direction of Mr. Edel, performed a Hawaiian song and the National Anthem, followed by the Pledge of Allegiance to the Flag of the United States of America.

ADOPTION OF AGENDA AS RECOMMENDED BY SUPERINTENDENT

Chairman Kennedy announced that the following items were added to the agenda for good cause: V. SCHOOL SUPPORT SERVICES, JONNY BISHOP B. Human Resources, Suzy Swain, 7) Approve William Lance Fletcher, Jr. as Supervisor of Educational Technology. Douglas Dodd moved to Adopt the Agenda as Recommended by Superintendent as amended; seconded by Sandra Counts and carried unanimously.

CITIZEN COMMENTS

None.

APPROVE CONSENT AGENDA - ATTACHMENT-A (Recognition of donations)

Virginia Bryant moved to approve the Consent Agenda; seconded by Linda Powers and carried unanimously. The Executive Secretary to the School Board read the donations into the record.

EDUCATIONAL SERVICES, SCOTT HEBERT

- A. Approved the Citrus County Health Services Program Contract

Virginia Bryant moved to approve the Citrus County Health Services Program Contract; seconded by Sandra Counts and carried unanimously.

- B. Approved Additional Wording to the 2018-2020 School Health Services Plan Regarding Behavioral Health Services

Linda Powers moved to approve the Additional Wording to the 2018-2020 School Health Services Plan regarding Behavioral Health Services; seconded by Sandra Counts and carried unanimously.

- C. Approved Contract with Achievement Rehabilitation through Therapeutic Intervention for Physical, Occupational and Speech/Language Therapies

Sandra Counts moved to approve the Contract with Achievement Rehabilitation through Therapeutic Intervention for Physical, Occupational and Speech/Language Therapies; seconded by Sandra Counts. Douglas Dodd stated, prior to discussing the matter, he wanted to inform the Board and the general public that he perceived a potential conflict of interest in that his wife, Laura C. Dodd, is a part-time contractual employee of Achievement Rehab, and as such he would abstain from voting pursuant to Florida Statute 112.3143. Linda Powers asked Lynn Kirby, Director of Exceptional Student Education, to clarify some questions she had regarding specific sections of the contract. Mrs. Kirby provided information on the speech and language services provided to private schools. She also spoke about Medicaid support and explained there were specific qualifications in order to receive Medicaid funding. Mrs. Kirby also talked about the difference between the contractual pay and direct hire pay. She stated she would prefer Citrus County School employees to provide services for the students but there has not been much success in getting direct hires. She added that she had been trying to work with the Citrus County Education Association to increase the supplement amount for district School Psychologists and Speech and Language Pathologists. After much discussion, a vote was taken and carried 4 – 0. After the vote, Mrs. Kirby introduced Gary Pearcy as the new Coordinator of Exceptional Student Education.

- D. Approved Contract with Jessica Harris Interpreting Services, Inc.

Linda Powers moved to approve Contract with Jessica Harris Interpreting Services, Inc.; seconded by Virginia Bryant and carried unanimously.

- E. Approved Contract with Gardner Audiology for Audiological Services

Douglas Dodd moved to approve the Contract with Gardner Audiology for Audiological Services; seconded by Sandra Counts and carried unanimously.

F. Approved Contract for A. Choto Physical Therapy, LLC

Sandra Counts moved to approve Contract for A. Choto Physical Therapy, LLC; seconded by Linda Powers and carried unanimously.

G. Approved Contract for Shelton Speech Therapy Services, LLC

Virginia Bryant moved to approve Contract for Shelton Speech Therapy Services, LLC; seconded by Douglas Dodd and carried unanimously.

I. Approved of the Mental Health Assistance Allocation Plan 2019-2020

Linda Powers moved to approve the Mental Health Assistance Allocation Plan 2019-2020; seconded by Virginia Bryant. Douglas Dodd had questions about two programs in the plan, "School Connect" and "Teen Safety Matters". Jennifer Greco, Coordinator of District Student Services, explained those were new programs to the district and gave a brief overview of each program. Discussion ensued on the need for resources for all levels; elementary, middle and high schools. Ms. Greco provided answers to all questions and concerns of the Board. A vote was taken and carried unanimously.

Chairman Kennedy recessed the Regular Meeting at 5:00 p.m. and opened the Public Hearing.

PUBLIC HEARING

A. Approved/Adopted the revision of Policy 4.72 Homeless Students

Chuck Dixon, Director of Planning and Growth Management, asked for approval of the revision of Policy 4.72 Homeless Students. Chairman Kennedy called for public input. There being none, Douglas Dodd moved to approve the revision of Policy 4.72 Homeless Students; seconded by Sandra Counts and carried unanimously.

B. Approved the 2019-2020 Code of Student Conduct

Chairman Kennedy called for public input. There being none, Virginia Bryant moved to approve the 2019-2020 Code of Student Conduct; seconded by Linda Powers. Douglas Dodd inquired about how to access the Code of Student Conduct (COSC) and if it would be available digitally or in hard copies. Kit Humbaugh, Director of Student Services, explained that it was going to be available digitally and there would be hard copies available upon request. After some discussion, a vote was taken and carried unanimously.

Chairman Kennedy closed the Public Hearing at 5:06 p.m. and reopened the Regular Meeting.

SCHOOL SUPPORT SERVICES, JONNY BISHOP

B. Human Resources, Suzy Swain

1) Approved Instructional and Support Recommendations

Suzy Swain, Director of Human Resources, asked for approval of Instructional and Support Recommendations. Virginia Bryant asked about the School Safety Guardians. Ms. Swain shared the district would be starting with nine Guardians and all had passed their training, background and screenings. After a brief discussion, Linda Powers moved to approve the Instructional and Support Recommendations; seconded by Sandra Counts and carried unanimously.

- 2) Approved William Lance Fletcher, Jr. as Supervisor of Educational Technology

Douglas Dodd moved to approve William Lance Fletcher, Jr. as Supervisor of Educational Technology; seconded by Sandra Counts and carried unanimously.

BUDGET UPDATE

Tammy Wilson, Director of Finance, provided a brief budget update. She shared information on property values and stated that the 2018-2019 fourth calculation to the June 1st estimate, the values had increased some. Ms. Wilson believes that the property values should increase even more next year because of the Gas plant. She was hoping to have the second calculation in within the next couple of weeks and have it ready to bring to the July 30th meeting for the approval of the Tentative Budget and the Final Budget will be brought to the September 10th board meeting for approval.

ATTORNEY, LEGAL MATTERS

None

APPROVE MINUTES

Virginia Bryant moved to approve the minutes from the Administrative Hearing, and Regular Meeting of June 11, 2019, the Special Meeting and Workshop of June 25, 2019; seconded by Sandra Counts and carried unanimously.

CITIZEN COMMENTS

None

ANY OTHER BUSINESS THAT NEEDS TO COME BEFORE THE SCHOOL BOARD

Douglas Dodd mentioned he attended his last Value Adjustment Board (VAB) meeting and that Sandra Counts was appointed to represent the School Board of Citrus County at all future VAB meetings. He also went to a School Safety Guardian training and was very pleased with what he saw. Mr. Dodd shared that as a member of the Marjory Stoneman Douglass Public Safety Commission, he was asked to do presentations for different groups. He did a presentation for the Florida School Board Association on the review of the report of the Marjory Stoneman Douglass Public Safety Commission. He shared that he was interested in doing a presentation in Citrus County, possibly at the Curtis Peterson Auditorium. He believes the more the district and community know about school safety matters the better.

Linda Powers thanked all the staff that presented at the board meeting. She said it was a lot of great information, very understandable.

Sandra Counts thanked Douglas Dodd for his presentation at the Florida School Board Association Joint Conference in Tampa and welcomes it in Citrus County. She mentioned the School Improvement Plan was on her agenda for this month and would be visiting her schools to support them.

Chairman Kennedy thanked Amy Crowell, Director of Research and Accountability, John Mullen, Coordinator of Research and Accountability and Stephanie Gardner, Supervisor, Student Achievement Data, for all their hard work. Mr. Kennedy thanked Kathy Androski, Director of Educational Technology and Lindsay Blair, Public Information and Communications Officer and all others involved for their work on updating the District's webpage. He thought it was a very rich looking page with a lot of information. He thanked the schools and the district departments for adding information to the webpage so it that it stayed updated. Mr. Kennedy spoke about having a traveling workshop hopefully in September and asked the Board members to start thinking about what they would like to focus on at the schools.

ADJOURNMENT

Chairman Kennedy adjourned the Regular Meeting at 5:32 p.m.

Thomas Kennedy
Chairman

Sandra Himmel
Superintendent

ATTACHMENT – A

IV. EDUCATIONAL SERVICES, SCOTT HEBERT

- H. Approved Purchase of Achieve3000 Site Licenses for the Intensive Reading students at CREST and the four Middles Schools and three High Schools for the 2019-2020 School Year
- J. Approved of the 2018-2019 Equity and Access Report Update

V. SCHOOL SUPPORT SERVICES, JONNY BISHOP

- A. Construction, Facilities & Maintenance, Eric Stokes
 - 1) Approved the Professional Service Agreement for the Lecanto Middle School Fire Alarm System Upgrade
 - 2) Approved Pre-Qualification of Contractors for Educational Facilities
 - 3) Approved the Professional Service Agreement for the Inverness Middle School Intercom System Upgrade
- B. Human Resources, Suzy Swain
 - 2) Approved Melanie Howard as Assistant Principal at Floral City Elementary School
 - 3) Approved New Job Description for Supervisor of School Health
 - 4) Approved New Job Description for Student Health Facilitator

- 5) Approved the Part-time Evening and Criminal Justice Instructors for WTC for the 2019-2020 School Year
- 6) Approved the Athletic/Other Supplements for 2019-2020

VI. FINANCE, MIKE MULLEN

- A. Approved the Carpet Cleaning at CREST valued at \$1,500 from Triple-C Systems
- B. Approved the \$1,000 donation to Citrus High School from the Kiwanis Club of Inverness
- C. Approved the \$1,000 donation to Citrus High School from JM Gibson Mechanical
- D. Approved the \$3,000 grant to Crystal River High School from the Arnold and Diane A. Ross Fund
- E. Approved the \$1,000 donation to Crystal River High from Crystal Motor Car Co, Inc.
- F. Approved the \$500 donation to Crystal River High School from Sam's Mobile Home Services, LLC
- G. Approved the \$1,200 donation to Withlacoochee Technical College from Citrus County Cruisers, Inc.
- H. Approved the \$2,000 donation to Withlacoochee Technical College from Citrus Hills Women's Club, Inc.
- I. Approved the \$500 donation to Withlacoochee Technical College from the Ladies Auxiliary, Knights of Columbus, Abbot Francis Sadlier Council #6168
- J. Approved the \$1,000 donation to Withlacoochee Technical College from the Citrus County Chamber of Commerce, Business Women's Alliance
- K. Approved the \$1,375 donation to Withlacoochee Technical College from the WREC Educational Foundation, Inc,
- L. Approved the \$1,000 donation to Withlacoochee Technical College from the Rotary Club of Inverness Charitable Foundation, Inc.
- M. Approved the donation of various items with an estimated value of \$1,500 to Withlacoochee Technical College from Duke Energy
- N. Approved the \$3,000 donation to Withlacoochee Technical College from the Citrus County Veterans Coalition
- O. Approved the \$1,250 donation to Withlacoochee Technical College from WREC Education Foundation, Inc.
- P. Approved Award of Bid 2019-37 Lubricants
- Q. Approved Award of Bid 2019-45 Solid Waste Disposal and Roll Off
- R. Approved Award of Bid 2019-46 Plumbing Services to Don's Plumbing
- S. Approved the Advertisement of the 2019-2020 Tentative Budget for Public Hearing to be held on July 30, 2019 at 5:30 p.m.
- T. Approved Budget Amendment #9 May 2019

VII. INFORMATIONAL ITEMS

- A. May 2019 Cash and Investment Report
- B. Financial Statements as of May 2019

Inverness, Florida
July 30, 2019

A Special Meeting, Workshop and Public Hearing were held at the District Services Center located at 1007 West Main Street, Inverness, Florida on Tuesday, July 30, 2019. Present: Sandra Himmel – Superintendent; Thomas Kennedy – Chairman, Sandra Counts – Vice Chairman; School Board Members: Virginia Bryant, Douglas A. Dodd and Linda B. Powers. Also in attendance, R. Wesley Bradshaw, School Board Attorney.

SPECIAL MEETING

Chairman Kennedy opened the Special Meeting at 3:00 p.m. Virginia Bryant had opening exercises and asked everyone to stand for the Pledge of Allegiance to the Flag of the United States of America.

ADOPTION OF AGENDA AS RECOMMENDED BY SUPERINTENDENT

Virginia Bryant moved to approve the agenda as recommended by Superintendent Himmel; seconded by Linda Powers and carried unanimously.

CITIZEN COMMENTS

None

SCHOOL SUPPORT SERVICES, JONNY BISHOP

A. Food Services, Roy Pistone

Approved Petty Cash Disbursement to Assigned Food Services Personnel for the 2019-2020 School Year (copy in supplemental file)

Linda Powers moved to approve Petty Cash Disbursement to Assigned Food Services Personnel for the 2019-2020 School Year; seconded by Sandra Counts and carried unanimously.

B. Human Resources, Suzy Swain

Approved Instructional and Support Recommendations (copy in supplemental file)

Douglas Dodd moved to approve Instructional and Support Recommendations; seconded by Linda Powers and carried unanimously.

C. Safety and Security, Chief Grant

1) Swearing in School Safety Guardians

Chief Grant, District Police Chief and School Safety Specialist, introduced the district's eight School Safety Guardians and stated they were very prepared to start

the upcoming school year. He shared that in addition to the 144 hours of Guardian Certification training, they also received 150 hours of additional training which included scenarios of responding to active assailants with the School Resource Officers (SROs). Chief Grant expressed his appreciation to the family members of the Guardians who were in the audience for letting their loved ones take on this position as they will be putting themselves on the frontlines for the safety of the students. Superintendent Himmel and School Board Chairman, Thomas Kennedy, swore in the eight Guardians and the School Board members praised them for the combined 183 years of service they had in law enforcement and corrections. Mrs. Himmel thanked the Guardians for their commitment and was very excited about their partnership with the SROs.

- 2) Approved the School Resource Officer Agreement between the School Board of Citrus County and the Citrus County Sheriff's Office for the 2019-2020 School Year (copy in supplemental file)

Tammy Wilson, Director of Finance, made a clarification regarding the funding source of the School Resource Officer (SRO) Agreement. She explained that the funding source FEFP was \$999,729.50. Douglas Dodd asked Chief Grant for clarification regarding SRO coverage at Academy of Environmental Science Station (AES). Chief Grant explained that AES will not have a full time SRO, that it was the request of the AES Board, not a decision made by the district, as AES governs themselves as a Charter school. Linda Powers inquired about the coverage of security at the schools and Chief Grant shared the workday schedules for both the Guardians and the SROs. He also assured that there would always be an SRO on the school campuses and that the Guardians were the extra level of security in the schools. After some discussion, Douglas Dodd moved to approve the School Resource Officer Agreement between the School Board of Citrus County and the Citrus County Sheriff's Office for the 2019-2020 School Year; seconded by Sandra Counts and carried unanimously.

- 3) Approved the Memorandum of Understanding between the School Board of Citrus County, Florida and the Citrus County Sheriff's Office regarding the School Guardian Program and School Safety Specialist (copy in supplemental file)

Sandra Counts moved to approve the Memorandum of Understanding between the School Board of Citrus County, Florida and the Citrus County Sheriff's Office regarding the School Guardian Program and School Safety Specialist; seconded by Virginia Bryant. Douglas Dodd asked Chief Grant to share what his outlook was regarding the Guardians and SROs working together and communicating with each other. Chief Grant explained they worked through some issues, but most importantly, they had the ability to train very well together. After some discussion, a vote was taken and carried unanimously.

ATTORNEY, LEGAL MATTERS

None

ANY OTHER BUSINESS THAT NEEDS TO COME BEFORE THE SCHOOL BOARD

Douglas Dodd mentioned that Congress was having a Congressional App Challenge contest where there would be a winner for the best computer App designed. He requested that information regarding the contest be provided to the high schools to get them involved.

Sandra Counts mentioned she attended Withlacoochee Technical College's graduation for Law Enforcement Officer's and thought it was very professional. She also visited all of her schools and was very pleased with what they were working on for the upcoming school year.

Thomas Kennedy mentioned he visited his schools during their school improvement plan meetings and said he was very impressed. He said there were great conversations and mental health was a big part of all conversations.

ADJOURNMENT

Chairman Kennedy adjourned the Special Meeting at 3:50 p.m.

CLOSED SAFETY/SECURITY SESSION (Pursuant to Florida Statute 281.301)

The Closed Safety/Security Session was opened at 3:53 p.m. pursuant to Florida Statue 281.301 and the room was cleared with the exception of appropriate designated personnel.

The Closed Safety/Security Session was closed at 4:36 p.m.

WORKSHOP

Chairman Kennedy opened the Workshop at 4:50 p.m.

Chairman Kennedy explained that Topic B. Budget Update, was pushed up before A. Policy Review due to the time as the Public Hearing for the approval of the tentative budget was scheduled for 5:30 p.m.

TOPICS:

- B. Budget Update (copy in supplemental file)

Tammy Wilson, Director of Finance, provided a power point presentation on the Tentative Budget. She reviewed the budget timeline and presented graphs of the history of FTE, Tax Revenue, Property Values and Millage levied. Ms. Wilson also reviewed the FEFP funding and the proposed budget for next year for the General, Special Revenue, Debt Service and Self Insurance Funds. The tentative 5-year work plan was also presented.

Chairman Kennedy recessed the Workshop at 5:31 p.m. and was reconvened at 5:41 p.m.

A. Policy Review

Chuck Dixon, Director of Planning and Growth Management, reviewed the revisions to following existing policies which will be placed on a future agenda for advertising at a Public Hearing:

Policy 3.40 Safe and Secure Schools (copy in supplemental file)

Wes Bradshaw, School Board Attorney, provided some clarification to the revisions of Policy 3.40. Douglas Dodd requested additional language be added to the Policy. After much discussion, it was the consensus of the board to include the additional language and bring the Policy to a future meeting for approval to advertise at a Public Hearing.

Policy 4.60 District and Statewide Assessment Program (copy in supplemental file)

Policy 4.70 Home Education Program (copy in supplemental file)

Policy 5.09 Requirements for Original Entry (copy in supplemental file)

ADJOURNMENT

Chairman Kennedy adjourned the Workshop at 6:06 p.m.

Thomas Kennedy
Chairman

Sandra Himmel
Superintendent

Inverness, Florida
July 30, 2019

A Public Hearing was held at the District Services Center located at 1007 West Main Street, Inverness, Florida on Tuesday, July 30, 2019. Present: Sandra "Sam" Himmel – Superintendent; Thomas Kennedy – Chairman, Sandra Counts – Vice Chairman, School Board Members: Virginia Bryant, Douglas Dodd, Linda B. Powers. Also in attendance, R. Wesley Bradshaw, School Board Attorney.

Chairman Kennedy opened the Public Hearing at 5:31 p.m.

PUBLIC HEARING:

- A. Adopt the Tentative Millage Rates, the Tentative Facilities Work Program and the Tentative 2019-2020 Budget

Chairman Kennedy announced the purpose of the meeting was to adopt the tentative millage rate and the tentative budget of the Citrus County School Board for the 2019-2020 fiscal year. This was an advertised public hearing; public notice of this hearing appeared in the Citrus County Chronicle on July 27, 2019.

The tentative millage rate for Required Local Effort is 3.8770 mills, which includes no mills for prior period adjustment, and is an increase of 1.42 percent over the "rolled-back rate".

The tentative millage rate for discretionary is 2.2480 mills, which includes capital outlay. The total tentative millage rate is 6.1250 mills and is an increase of 3.39 percent over the "rolled-back rate".

The tentative budget totals \$243,879,072.

Chairman Kennedy asked if there was anyone in the audience who wished to address the Board as to the millage levy or any item with the budget. No one came forward to address the Board.

Chairman Kennedy requested a motion to adopt the Tentative Local Required Effort.

Tentative Local Required Effort Millage Rate Set:

Linda Powers made a motion to adopt the Tentative Local Required Effort millage rate of 3.8770 mills for operating purposes; seconded by Virginia Bryant and carried unanimously.

Tentative Discretionary Millage Rate Set:

Douglas Dodd made a motion to adopt the tentative discretionary millage rate of .7480 mills for operating purposes; seconded by Sandra Counts and carried unanimously.

Tentative Capital Outlay Millage Rate Set:

Linda Powers made a motion to adopt the tentative millage rate of 1.5000 mills for capital outlay proposes; seconded by Virginia Bryant and carried unanimously.

Thomas Kennedy stated these millage rates represent a total millage rate of 6.1250 mills. The Chairman requested a motion to approve the resolution to adopt the tentative millage rate.

Resolution to Adopt Tentative Millage Rate

Sandra Counts made a motion to approve the resolution adopting the Tentative Millage Rate; seconded by Douglas Dodd and carried unanimously.

School Board Attorney, Wes Bradshaw, read the following Resolution:

RESOLUTION OF THE CITRUS COUNTY SCHOOL BOARD ADOPTING THE TENTATIVE MILLAGE RATES FOR FISCAL YEAR 2019-2020.

WHEREAS, the School Board of Citrus County, Florida did pursuant to Chapters 200 and 1011, Florida Statutes, approve tentative millage rates for the fiscal year July 1, 2019 to June 30, 2020; and

WHEREAS, at the public hearing and in full compliance with Chapter 200, Florida Statutes, the School Board Citrus County adopted the tentative millage rates in the amounts of:

	Tentative Millage Levy	Proposed Amount To Be Raised
Required Local Effort	3.8770	\$ 41,212,652
Basic Discretionary	0.7480	\$ 7,951,267
Capital Outlay	1.5000	\$15,945,055

The total millage rate to be levied is more than the rolled-back rate by 3.39 percent.

NOW THEREFORE, BE IT RESOLVED:

That the School Board of Citrus County, adopted each tentative millage rate for the fiscal year July 1, 2019 to June 30, 2020 on July 30, 2019 by separate vote prior to adopting the tentative budget.

Thomas Kennedy
Chairman

Chairman Kennedy called for the vote on the Resolution and the motion carried unanimously.

Tentative Budget Approved

Linda Powers made a motion to adopt the Tentative Budget of the Citrus County School Board for the 2019-2020 fiscal year in the amount of \$243,879,072; seconded by Virginia Bryant and carried unanimously.

Adoption of Resolution

Douglas Dodd made a motion to approve the Resolution Adopting the Tentative Budget of the Citrus County School Board for the 2019-2020 fiscal year; seconded by Sandra Counts.

School Board Attorney, Wes Bradshaw, read the following Resolution:

A RESOLUTION OF THE CITRUS COUNTY SCHOOL BOARD ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2019-2020.

WHEREAS, the School Board of Citrus County, Florida, did, pursuant to Chapters 200 and 1011, Florida Statutes, approve tentative millage rates and a tentative budget for the fiscal year July 1, 2019 to June 30, 2020; and

WHEREAS, the School Board of Citrus County set forth the appropriations and revenue estimates for the budget for fiscal year 2019-2020; and

WHEREAS, at the public hearing and in full compliance with Chapter 200, Florida Statutes, the School Board of Citrus County adopted the tentative millage rates and the budget in the amount of \$243,879,072 for fiscal year 2019-2020.

NOW THEREFORE, BE IT RESOLVED:

That the attached budget of the School Board of Citrus County, including the millage rates as set forth therein, is hereby adopted by the School Board of Citrus County as a tentative budget for the categories indicated for the fiscal year July 1, 2019 to June 30, 2020.

Thomas Kennedy
Chairman

Chairman Kennedy called for a vote on the Resolution and the motion carried unanimously.

Chairman Kennedy asked for a motion to adopt the tentative budget as the current operating budget until the final budget is adopted.

Sandra Counts made a motion to adopt the tentative budget as the current operating budget until the final budget is adopted; seconded by Linda Powers and carried unanimously.

Chairman Kennedy announced the Final Budget Hearing is scheduled for Tuesday September 10, 2019 at 5:30 p.m. at the Citrus County School Board District Services Center, located at 1007 W. Main Street, on State Road 44, Inverness, Florida.

ADJOURNMENT

Chairman Kennedy adjourned the Public Hearing at 5:41 p.m.

Thomas Kennedy
Chairman

Sandra Himmel
Superintendent