

Interoffice Memorandum



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 17 2015 *CS/SB*

AGENDA ITEM

October 15, 2015

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director
Family Services Department *Lonnie C Bell Jr*

FROM: Sonya L. Hill, Manager
Family Services Department
Head Start Division
Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: Facility and Land Use Agreement between The School Board of
Orange County, Florida and Orange County, Florida
Head Start Program 2015-2016
BCC Meeting November 17, 2015 Consent Agenda/All Districts

The Head Start Division requests Board approval of the Facility and Land Use Agreement between the School Board and Orange County. The agreement will allow the County to lease land space for operation of the Head Start Program at public schools. Head Start provides comprehensive early childhood development for preschool children and support to their families at the following schools: Aloma, Englewood, Grand Avenue, Maxey and Tangelo Park. In addition, the program will lease space for permanent classrooms at Evans High School, Orlando Tech, and Washington Shores Early Learning Center.

The lease includes \$8,628 per year for rent of two portable classrooms; \$21,528 for utilities per year; \$33,304 for janitorial and maintenance services per year; \$12,650 for administrative support per year; and \$15 for land space per year. The total compensation for the Facility and Land Use Agreement shall not exceed \$76,125 per year. Head Start grant funds will be used to cover expenses.

The County Attorney's Office and Risk Management Division have reviewed this agreement in accordance with legal and county policy guidelines.

ACTION REQUESTED: Approval of Facility and Land Use Agreement between The School Board of Orange County, Florida and Orange County, Florida regarding Head Start Program 2015-2016.

SH/kp

Attachments

C: George A. Ralls, M.D., Deputy County Administrator
Wanzo Galloway, Assistant County Attorney, County Attorney's Office
John Petrelli, Manager, Risk Management Division
Yolanda Brown, Manager, Fiscal Division, Family Services Department
Jamille Clemens, Grants Supervisor, Finance Division
Patria Morales, Grants Coordinator, Office of Management & Budget

NOV 17 2015 CS/BS

FACILITY AND LAND USE AGREEMENT

Between

The School Board of Orange County, Florida

and

Orange County, Florida

regarding

Head Start Program

2015 - 2016

THIS FACILITY AND LAND USE AGREEMENT (“Agreement”), is entered into by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public body corporate existing under the Constitution and laws of the State of Florida, hereinafter referred to as the “**SCHOOL BOARD**”, and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**”.

RECITALS

WHEREAS, the **COUNTY** desires to use certain space at the public schools for the purpose of operating the Head Start Program in accordance with conditions prescribed in the funding grant of the United States of Health and Human Services, Administration for Children and Families; and

WHEREAS, the **SCHOOL BOARD** desires to provide facilities and land on the grounds of designated schools to provide comprehensive early childhood development services for pre-kindergarten children residing in Orange County; and

WHEREAS, the provision of comprehensive early childhood development services is a valid purpose; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

1. PREMISES.

- a. The **SCHOOL BOARD** does hereby grant unto the **COUNTY**, and the **COUNTY** does hereby receive from the **SCHOOL BOARD** a lease to occupy and use, subject to the terms and conditions contained herein, certain real property for location of portables or certain facilities, as further described hereinbelow, for use as classrooms, offices, bathrooms, space for storage, excluding parking, and playground space, as available, on public elementary school premises, as further described herein (collectively referred to as the “**Premises**”). The portable classrooms (“**Portable Classrooms**”) will be located at five (5) elementary schools as follows:

1. Aloma Elementary School: three (3) portables;

2. Englewood Elementary School: four (4) portables;
3. Grand Avenue Elementary School: two (2) portables;
4. Maxey Elementary School: three (3) portables;
5. Tangelo Park Elementary School: three (3) portables;

In addition, the following three (3) schools shall have permanent classrooms (“Permanent Classrooms”) for the use of the COUNTY to operate the Head Start Program:

1. Orlando Tech Center: one (1) classroom;
2. Evans High School: one (1) classroom;
3. Washington Shores Early Learning Center: six (6) classrooms.

The location of the Portable and Permanent Classrooms as well as the approximate square footage of each portable and classroom is further described in **Exhibit “A”** attached to and incorporated herein.

The Head Start hours of operation are from 7:15 A.M. to 5:45 P.M., Monday through Friday. The specific hours of operation for each school are further described in **Exhibit “B”** attached to and incorporated herein. The COUNTY will operate a Full Day/Full Year Summer Program at pre-determined school sites, if agreed upon by the parties prior to the end of the then current school year.

- b. The COUNTY, its employees, visitors, invitees, and agents shall have the right to use, in common with others entitled thereto, parking areas, service roads, service areas, loading facilities, sidewalks, and public hallways and such other services as are designed for common use, subject to the terms and conditions of this Agreement and to reasonable rules and regulations for the use thereof, as prescribed from time to time by the SCHOOL BOARD.
- c. The SCHOOL BOARD shall provide electric service, water, sewage and solid waste removal for each Portable and Permanent Classroom resulting from the use of utilities on the Premises, its employees, guests or agents (collectively the “Utilities”). The COUNTY shall reimburse the SCHOOL BOARD for the costs of providing the Utilities as further described in paragraph 4 hereinbelow.
- d. The SCHOOL BOARD shall provide telephone service, electronic intercom services and access for connection to the internet for each Portable and Permanent Classroom (collectively the “Communication Services”). The COUNTY shall reimburse the SCHOOL BOARD for the costs of providing the Communication Services as further described in paragraph 4 hereinbelow.
- e. The SCHOOL BOARD shall provide security and fire alarm monitoring of the Premises.
- f. The SCHOOL BOARD shall provide janitorial and maintenance, which will include custodial, playground maintenance, water, lawn care, pest control, bathroom supplies (collectively “Maintenance Services”). The COUNTY shall

reimburse the SCHOOL BOARD for the costs of providing the Maintenance Services as further described in paragraph 4 hereinbelow.

- g. The SCHOOL BOARD shall provide administrative support, which includes clerical support and principal oversight, where applicable.
- h. The COUNTY shall have access to the school's facilities such as the library, lounge, media center, where applicable, office space for parent meetings and conferences, and cafeteria. The school cafeteria shall include tables and eating area designed for family-style service of lunch for children and Head Start staff.
- i. The COUNTY shall also have access to the playground areas, if any, on the Premises, but usage of such playground areas shall be coordinated twice a year with the principal of the school.
- j. The COUNTY's Head Start employees shall notify the principal at the affected school as soon as practical if such employee will be absent and if substitute employee or agent will be in attendance at the school in place of the assigned employee.
- k. All parents, visitors, invitees, and guests of the COUNTY shall check in at the schools front office and obtain a visitor's pass prior to entering into the assigned Head Start classroom at the school.
- l. The COUNTY, its employees, visitors, invitees, and agents shall be subject to the SCHOOL BOARD's Policy of Civil Conduct, a copy of which is attached hereto and incorporated herein as Exhibit "C" and shall also comply with SCHOOL BOARD policies and procedures, including, but not limited to, emergency procedures, playground rules, and lunchroom rules. In addition, Head Start and student participants shall be encouraged to attend school events and celebrations. Head Start staff shall be invited to participate in school based professional development opportunities.
- m. The COUNTY shall report any and all maintenance or repair issues needed on the Premises to the principal of the affected school within twenty-four (24) hours of discovery. The COUNTY may, at its sole cost and expense, perform additional maintenance and repair to the Premises, including, but not limited to, existing playgrounds on the Premises, provided, however, prior written consent from the SCHOOL BOARD must be obtained. In the event the COUNTY elects to perform additional maintenance and repairs to the Premises, any and all vendors, employees, etc. that perform such work shall go through the necessary background screenings pursuant to Florida law and such work shall not interfere with the operations of the school.

2. USE OF LEASED PREMISES.

- a. COUNTY shall use the Premises to operate the Head Start Program in accordance with conditions prescribed in the funding grant of the United States Department of Health and Human Services, Administration for Children and Families.
- b. The COUNTY shall use the Premises only for lawful purpose.
- c. The COUNTY shall not use the Premises for any purpose not set forth herein, without prior written consent of the SCHOOL BOARD.
- d. The COUNTY may, at its own cost and expense, install certain playground equipment on the Premises; provided, however, the SCHOOL BOARD must provide prior written consent to such installation. In the event the COUNTY elects to install playground equipment on the premises, it shall comply with all applicable laws, ordinances, regulations, and SCHOOL BOARD polices, including, but not limited to, complying with all building code regulations applicable to school facilities and permitting requirements from the SCHOOL BOARD's Building Code Compliance Office. Such playground equipment shall become the property of the SCHOOL BOARD upon installation. In addition, in the event the COUNTY elects to install playground equipment on the Premises, any and all vendors, employees, etc. that perform such work shall go through the necessary background screenings pursuant to Florida law and such work shall not interfere with the operations of the school.
- e. The COUNTY may, at its own cost and expense, add mulch to existing playgrounds on the Premises; provided, however, the SCHOOL BOARD must provide prior written consent to such addition. Such additional mulch shall become the property of the SCHOOL BOARD upon addition to the playground.

3. TERM.

- a. This Agreement is for a term of one (1) year, commencing on October 1, 2015 and terminating on September 30, 2016, unless terminated as provided herein.
- b. Upon mutual written consent by the legally authorized representative, the Parties may extend this Agreement for five (5) additional one (1) year periods.

4. PAYMENTS.

- a. The COUNTY agrees to pay the SCHOOL BOARD ONE AND NO/DOLLARS (\$1.00) per portable for land space for fifteen portable classrooms, which are located at designated schools throughout Orange County.
- b. The SCHOOL BOARD shall furnish all Utilities, as further described in paragraph 1 above, and the COUNTY agrees to reimburse the SCHOOL BOARD NINE HUNDRED THIRTY-SIX AND NO/DOLLARS (\$936.00) per Portable and Permanent Classroom for twelve months, with the total cost not to exceed TWENTY-ONE THOUSAND FIVE HUNDRED TWENTY-EIGHT AND NO/DOLLARS (\$21,528.00) per year.

- c. The SCHOOL BOARD agrees to provide Maintenance Services, as further described in paragraph 1 above. Notwithstanding the foregoing, the janitorial services shall include cleaning paper supplies such as toilet paper, hand towels, hand soap and trash bags. The maintenance includes playground maintenance, water, lawn care, and pest control. The COUNTY shall pay the SCHOOL BOARD ONE THOUSAND FOUR HUNDRED FORTY-EIGHT AND NO/DOLLARS (\$1,448.00) per Portable Classroom and Permanent Classroom for monthly Maintenance Services, with the total costs not to exceed THIRTY-THREE THOUSAND THREE HUNDRED FOUR AND NO/DOLLARS (\$33,304.00) per year.

The SCHOOL BOARD shall provide administrative support to the Program. The COUNTY shall pay the SCHOOL BOARD rental fees in the amount of FIVE HUNDRED FIFTY AND NO/DOLLARS (\$550.00) per Portable Classroom and Permanent Classroom, which shall include media center access, where applicable, clerical support and principal oversight. The total administrative costs shall not exceed TWELVE THOUSAND SIX HUNDRED FIFTY AND NO/DOLLARS (\$12,650.00) per year.

- d. The COUNTY shall reimburse the SCHOOL BOARD for rental payments on two (2) portable classrooms located at Englewood Elementary School and Grand Avenue Elementary School in the amount of THREE HUNDRED EIGHTY AND NO/DOLLARS (\$380.00) per month for the portable classroom at Englewood Elementary School and THREE HUNDRED THIRTY-NINE AND NO/DOLLARS (\$339.00) per month for the portable classroom at Grand Avenue Elementary School. The total cost of rent reimbursement shall not exceed EIGHT THOUSAND SIX HUNDRED TWENTY-EIGHT AND NO/DOLLARS (\$8,628.00) per year.
- e. The COUNTY shall pay the SCHOOL BOARD the cumulative amount of all the above-referenced fees in two (2) payments: one payment of THIRTY-EIGHT THOUSAND SIXTY-TWO DOLLARS AND FIFTY CENTS (\$38,062.50) will be made on or before December 1, 2015 and one payment of THIRTY-EIGHT THOUSAND SIXTY-TWO DOLLARS AND FIFTY CENTS (\$38,062.50) will be made on or before June 1, 2016, during the term of this Agreement. The total compensation shall not exceed SEVENTY-SIX THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/DOLLARS (\$76,125.00) per year.

5. FEDERAL FUNDING.

The Parties understand that payments for Utilities, Maintenance Services and administrative services made under this Agreement shall come from federal grant monies received by the COUNTY. If federal funding becomes unavailable, COUNTY shall have right to terminate this Agreement without any required prior notice to SCHOOL BOARD. The determination as to whether or not federal funds are available shall be in the sole

discretion of the COUNTY. The COUNTY shall not be liable for any damages for termination of this Agreement, if federal monies become unavailable.

6. MAINTENANCE AND IMPROVEMENTS.

- a. The SCHOOL BOARD, at its own expense, shall be responsible for maintaining the Premises in good repair, in conformance with its customary practice at other schools.
- b. At the expiration of termination of this Agreement, the COUNTY shall, at the County's expense:
 1. Remove all personal property and improvements from the Premises.
 2. Repair all injury done by or in connection with installation or removal of County-owned property and improvements on the Premises; and
 3. Surrender the Premises to the SCHOOL BOARD in a condition reasonably equal to the existing at the time of commencement of this Agreement, less ordinary wear and tear.
 4. All reasonable improvements made to the Premises that are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of the SCHOOL BOARD upon installation.
 5. The SCHOOL BOARD shall take all reasonable precautions for, and shall be responsible for maintaining the safety of all persons and property affected by, or involved in, the performance of its obligations and responsibilities under this Agreement.
- c. The SCHOOL BOARD and COUNTY will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash or Hazardous Substances (as defined below) in the Leased Premises or in or around the building of which the Leased Premises form a part. The SCHOOL BOARD and COUNTY shall immediately notify the other and appropriate government agencies and authorities having jurisdiction if a release or such materials occurs, and shall take complete corrective action to clean and remove the material and restore the premises in compliance with procedures established by such authorities, and shall provide appropriate evidence of compliance.
- d. The SCHOOL BOARD and COUNTY shall not cause or permit any Hazardous Substance (as hereinafter defined) on the Lease Premises. As used herein, "Hazardous Substance" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Florida or the United States Government, including without limitation, (i) any substance, chemical, or waste that is or shall be listed or defined as hazardous, toxic or dangerous under applicable environmental laws, (ii) any other federal, state, or local governmental authority pursuant to any environmental, health and safety or similar law, code, ordinance, rule, regulation, order or decree and pursuant to any environmental, health and safety of the occupants or users of the Leased Premises or any part thereof, any adjoining property or cause damage to the environment, (iii) any petroleum products, (iv) PCBs (v) leaded paint, and (vi) asbestos.

7. ASSIGNMENT.

The COUNTY shall not assign this Agreement or any interest therein without the prior written consent of the SCHOOL BOARD. The SCHOOL BOARD agrees not to unreasonably withhold its consent to an assignment. An Assignee shall execute and deliver to the SCHOOL BOARD an agreement whereby the Assignee covenants to perform all obligations of the COUNTY contained herein. The assignment shall relieve the COUNTY of its obligations of the County contained herein. The assignment shall relieve the COUNTY of its obligations hereunder. The COUNTY agrees to submit to the SCHOOL BOARD at least thirty (30) days prior to the contemplated effective date of said assignment the name of said prospective assignee and a copy of the proposed assignment agreement containing the requirements of this paragraph.

8. OWNERS ACCESS TO OCCUPIED PREMISES.

The SCHOOL BOARD should have the right to enter the Premises at all reasonable times after prior notice to COUNTY for the purpose of inspecting the same or for the purpose of making repairs or alterations to the Premises or for any other purposes contemplated under this Agreement. In exercising this right, the SCHOOL BOARD shall not interfere with COUNTY's use of the Premises.

9. DAMAGE TO OCCUPIED PREMISES.

- a. If the Premises shall be damaged by fire or other causes, without the fault or neglect of the SCHOOL BOARD, its employees, agents, visitor or licensees, and such Premises are reasonable reusable for the purposes of which they are leased under this Agreement, the Premises shall be returned to the same reasonable condition that existed at the commencement of this Agreement by the COUNTY. The COUNTY shall complete such repair and restoration within ninety (90) days. If the Premises is not repaired and restored to a condition reasonable equal to that which existed at the commencement of this Agreement, the SCHOOL BOARD may terminate the Agreement.
- b. If the Premises are damaged and to the extent that the Premises shall not be reasonably usable for the purpose of which they are leased under this Agreement, then the SCHOOL BOARD may, no later than thirty (30) days following the damage, give the COUNTY a notice of election to terminate this Agreement.
- c. In the event the Agreement is terminated as provided in Section 9(a) and/or (b), above, and Section 10 the effective date of termination shall be set forth in the notice and COUNTY shall remove County-owned property and surrender possession of the Premises within a reasonable time thereafter.

10. TERMINATION.

- a. This Agreement may be terminated, with cause, at any time by mutual written consent of the parties.
- b. Either party may terminate this Agreement without cause upon giving thirty (30) days prior written notice to the other party.

11. INSURANCE.

- a. The COUNTY, its subcontractors, agents or assigns shall maintain the following insurance, at its sole cost and expense:
 - i. Commercial General Liability for all operations, including, but not limited to, contractual liability, products and completed operations and personal liability for a minimum of \$1,000,000 each occurrence and \$2,000,000 in the aggregate, unless such party is subject to sovereign immunity. The COUNTY may elect to maintain a self-insurance program for compliance with this insurance requirement to the limits allowed by Florida Statute 768.28.
 - ii. Workers Compensation insurance for its employees as the Premises in statutory limits as required by Florida law. The COUNTY may elect to maintain a self-insurance program for compliance with this insurance requirement.
 - iii. Professional Liability for any wrongful or negligent act of its employees while occupying the Premises.
- b. The COUNTY shall furnish proof of all such insurance required under this paragraph 11, to the SCHOOL BOARD within ten (10) days after the Effective Date of this Agreement and thereafter, no later than August 1 of each year during the term of this Agreement by delivery of a certificate of insurance to the attention of the Director for Elementary Curriculum and Instruction, Orange County Public Schools, 445 West Amelia Street, Orlando, FL 32801, with a copy to the principal of each school being utilized by the COUNTY under the terms of this Agreement. Failure to have adequate proof of current insurance meeting the requirements of this section or to file such proof with the SCHOOL BOARD'S Risk Management Department shall entitle the SCHOOL BOARD to provide the County with notice and opportunity to cure before suspending the privilege of the COUNTY to use the Premises or until such proof is furnished that may warrant breach of this Agreement.
- c. Notwithstanding anything to the contrary contained herein, it is expressly acknowledged by the parties that nothing herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or either Party beyond the waiver provided in Section 768.28, Florida Statutes.

12. LIABILITY.

- a. To the extent permitted by law, the Parties agree to defend, indemnify and hold harmless each other from any claims, damages, losses and expenses including

attorney's fees arising out of or resulting from their employee, agents or officers performance under this Agreement. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Florida Statute Section 768.28.

- b. The COUNTY shall not be liable for claims, damages, losses and expenses, including reasonable attorney's fees arising out of, resulting from or in any way connected with SCHOOL BOARD's performance of or failure to perform its obligations or responsibilities under this Agreement.
- c. The SCHOOL BOARD shall not be liable for any claims, damages, losses or expenses, including reasonable attorney's fees arising out of, resulting from or in any way connected with the COUNTY's performance of or failure to perform its obligations or responsibilities under this Agreement.
- d. The SCHOOL BOARD and COUNTY, respectively will take all reasonable precautions for, and will be responsible for maintaining, the safety of all persons and property affected by, or involved in, the performance of their respective obligations and responsibilities under this Agreement.
- e. The SCHOOL BOARD and COUNTY agree to defend themselves for any claims, damages, losses, and expenses, including attorneys' fees, and shall give reasonable notice of tender to the negligent party for such claim the other party is requiring to be indemnified.

13. DEFAULT.

- a. It is mutually agreed that in the event the COUNTY shall default in any of the payments set forth herein and fails to cure such default within thirty (30) days after written notice therefor from SCHOOL BOARD, or if COUNTY shall be in default in performing any of the terms or provisions of this Agreement other than the provision pertaining to the payments set forth herein and fails to cure such default within thirty (30) days after written notice thereof from SCHOOL BOARD, SCHOOL BOARD may terminate this Agreement immediately. The SCHOOL BOARD may at any time thereafter resume possession of the Premises by lawful means.
- b. If the SCHOOL BOARD shall default in the performance of its obligations herein and fails to cure such default within thirty (30) days after written notice thereof from COUNTY, COUNTY may terminate this lease as provided in the notice. Upon such termination, COUNTY shall within a reasonable period surrender possession of the Premises to SCHOOL BOARD, after written notice is provided to the COUNTY, and remove all of COUNTY's effects therefrom. The payment for utilities, janitorial and administrative services shall be apportioned as of the date of surrender and any such payment made for any period beyond such date and shall be repaid to the COUNTY. The SCHOOL BOARD may at any time thereafter resume possession of the Premises by lawful means.

- c. If the COUNTY abandons or vacates the Premises, or fails to make the payments set forth herein, the SCHOOL BOARD may enter and resume possession of the Premises by lawful means without being liable for any prosecution or damage.
- d. The SCHOOL BOARD, upon lawfully resuming possession of the Premises as provided herein, may relet the Premises and receive payment.

14. WAIVER OF BREACH.

Waiver of the breach of any covenant, term or condition of this Agreement shall not be deemed to be a waiver of breach of any other covenant, term or condition of this Agreement, or of a subsequent breach of the waived covenant(s), term(s) or condition(s).

15. NOTICES.

- a. All notices of either party shall be given by certified mail, return receipt requested, telegram or in person with proof of delivery.
- b. Notices to the COUNTY shall be submitted to each of the following:

Orange County Government, Florida
Orange County Administration Center
County Administrator
201 South Rosalind Avenue, 5th Floor
Orlando, FL 32801

And

Manager
Orange County Head Start Division
2100 East Michigan Street
Orlando, FL 32806

- c. Notices to the SCHOOL BOARD shall be submitted to both:

School Board of Orange County, Florida
445 West Amelia Street, 9th Floor
Orlando, FL 32801
Attention: Superintendent of Schools

And

School Board of Orange County, Florida
445 West Amelia Street, 7th Floor
Orlando, FL 32801

Attention: Director for Elementary Curriculum and
Instruction

16. QUIET ENJOYMENT.

The COUNTY shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforesaid free from disturbance by the Lessor or anyone claiming through, by or under the Board.

17. ENTIRE AGREEMENT.

The entire Agreement between the Parties with respect to the subject matter herein is contained in this Agreement. No other agreement, oral or written, regarding the subject matter herein shall be deemed to exist or to bind the parties hereto.

18. VALIDITY.

The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida, to the extent not preempted by or in conflict with applicable laws of the United State of America. In the event any provision hereof shall be finally determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.


19. JESSICA LUNSFORD ACT.

The COUNTY agrees that COUNTY staff, employees, guests, invitees, etc. who will be present on any SCHOOL BOARD property with SCHOOL BOARD students present, may be required to complete a background screening pursuant to the Jessica Lunsford Act (Section 1012.465, Florida Statutes). Such screening shall be conducted at the COUNTY'S expense.

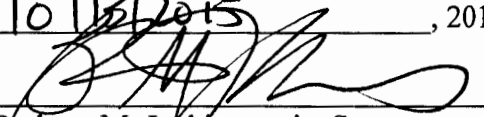
Signatures on Following Page

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Agreement on the dates indicated below.

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA
existing under the constitution and laws of the State of Florida

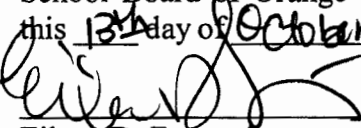
By: 
Name: William E. Sublette
Title: Chairman

Date: 10/13/2015, 2015

Attest 
Barbara M. Jenkins, as its Secretary and
Superintendent

{Corporate Seal}

Approved as to form and legality by the
Office of the General Counsel for The
School Board of Orange County, Florida
this 13th day of October, 2015


Eileen D. Fernandez
Associate General Counsel

ORANGE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: *Teresa Jacobs*
Teresa Jacobs, Orange County Mayor

Date: 11.17.15

Attest:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

By: *Martha O. Haynie*
Deputy Clerk

Date: NOV 17 2015



EXHIBIT "A"

Location of Portable and Permanent Classrooms and Square Footage of Each

School / Site	Building Type	Bldg. / Rm. #	Bldg. / Rm. Size (Sq. Ft.)	Building Owned/Leased	Portable Serial #	Portable ECA (In/Out)	Portable Owner	CAPE Monthly Lease (\$)	Comments
Aloma ES	Portable	HS-1	864	Leased-Headstart	13661 AB	IVE 004361	Mobile Modular	0.00	Lease paid directly to Portable Owner by Headstart
Aloma ES	Portable	HS-2	864	Leased-Headstart	13972 AB	IVE 004653	Mobile Modular	0.00	Lease paid directly to Portable Owner by Headstart
Aloma ES	Portable	HS-3	864	Leased-Headstart	11254 AB	E 014409	Mobile Modular	0.00	Lease paid directly to Portable Owner by Headstart
Engelwood ES	Portable	P-001	1,056	Owned	RL 153-99	E 006489	OCPS	0.00	
Engelwood ES	Portable	P-117	864	Leased-Headstart	CC-7805-06	1004180	Williams Scotsman	0.00	Lease paid directly to Portable Owner by Headstart
Engelwood ES	Portable	P-003	864	Leased-Headstart	810763-64		GE	0.00	Lease paid directly to Portable Owner by Headstart
Engelwood ES	Portable	P-002	1,056	Owned	RL 154-99	E 006788	OCPS	0.00	
Evans HS	Permanent	03-122	1,946	Owned	N/A	N/A	N/A	0.00	
Evans HS	Permanent	03-122A	388	Owned	N/A	N/A	N/A	0.00	
Evans HS	Permanent	03-122B	701	Owned	N/A	N/A	N/A	0.00	
Grand Ave PLC	Portable	P-12	864	Leased-Headstart	CMB-12616-17		Williams Scotsman	0.00	Lease paid directly to Portable Owner by Headstart
Grand Ave PLC	Portable	P-14	864	Leased-Headstart	0797 AB	IVE 005964	Mobile Modular	0.00	Lease paid directly to Portable Owner by Headstart
Grand Ave PLC	Permanent	106	122	Owned	N/A	N/A	N/A	0.00	
Grand Ave PLC	Permanent	118	40	Owned	N/A	N/A	N/A	0.00	Office in Family Services building
Maxey ES	Portable	P-14	864	Owned	964	MB 029360	OCPS	0.00	Copier Space in Family Services building
Maxey ES	Portable	P-13	864	Owned	965	MB 029361	OCPS	0.00	
Maxey ES	Portable	P-12	864	Owned	963	MB 029359	OCPS	0.00	
Orlando Tech	Permanent	262	1,188	Owned	N/A	N/A	N/A	0.00	
Orlando Tech	Permanent	256	52	Owned	N/A	N/A	N/A	0.00	
Orlando Tech	Permanent	257	63	Owned	N/A	N/A	N/A	0.00	
Orlando Tech	Permanent	258	135	Owned	N/A	N/A	N/A	0.00	
Orlando Tech	Permanent	259	38	Owned	N/A	N/A	N/A	0.00	
Orlando Tech	Permanent	261	88	Owned	N/A	N/A	N/A	0.00	
Tangelo Park ES	Portable	P-05	864	Leased-Headstart	CC-3421-22	E 007838	Williams Scotsman	0.00	Lease paid directly to Portable Owner by Headstart
Tangelo Park ES	Portable	P-09	864	Leased-Headstart	CC-3181-80	E 007837	Williams Scotsman	0.00	Lease paid directly to Portable Owner by Headstart
Tangelo Park ES	Portable	P-11	864	Leased-Headstart	47835-1-2	IVE 002899	Resun	0.00	Lease paid directly to Portable Owner by Headstart
Washington Shores ELC	Permanent	04-19, 04-20	1670	Owned	N/A	N/A	N/A	0.00	Office space
Washington Shores ELC	Permanent	08-25 (inclusive of 8-25A, 8-25B, 8-25C, 8-25D, 8-25E)	1186	Owned	N/A	N/A	N/A	0.00	Office space
Washington Shores ELC	Permanent	08-33 (inclusive of 8-33A, 8-33B, 8-33C, 8-33D, 8-33E)	1186	Owned	N/A	N/A	N/A	0.00	Classroom
Washington Shores ELC	Permanent	08-34 (inclusive of 8-34A, 8-34B, 8-34D, 8-34E)	1054	Owned	N/A	N/A	N/A	0.00	Classroom
Washington Shores ELC	Permanent	08-35 (inclusive of 08-35A)	929	Owned	N/A	N/A	N/A	0.00	Classroom
Washington Shores ELC	Permanent	08-36 (inclusive of 08-36A)	929	Owned	N/A	N/A	N/A	0.00	Classroom
Washington Shores ELC	Permanent	06-500	60	Owned	N/A	N/A	N/A	0.00	Desk Area only

EXHIBIT "B"

Orange County Public Schools	Start Time	End Time	Before Care ✓	After Care ✓	Current # of Portables on Site
1. Aloma Elementary	7:30am	5:30pm	✓	✓	3
2. Evans Community School	8:00am	2:00pm			N/A
3. Engelwood Elementary	7:30am	5:30pm	✓	✓	4
4. Grand Avenue Primary Learning Center	8:00am	2:00pm			2
5. Maxey Elementary	7:30am	5:30pm	✓	✓	3
6. Orlando Tech	7:30am	4:00pm	✓	✓	N/A
7. Tangelo Park Elementary	7:30am	5:30pm	✓	✓	3
8. Washington Shores Early Learning Center	7:30am	5:30pm	✓	✓	N/A

EXHIBIT "C"

Policy of Civil Conduct

ORANGE COUNTY PUBLIC SCHOOLS
Orlando, Florida
MANAGEMENT DIRECTIVE B12

POLICY OF CIVIL CONDUCT

1. Code of Civility

The education of a child happens only through partnership, and among partners must be the child, the school faculty and staff, the parent(s) or guardian(s), the community and district office employees. Partnership is an active state that includes sharing responsibilities, meaningful communication and welcomed participation.

When people who are working together agree, the partnership runs smoothly. But no two people will always agree and that can make partnership difficult. The partnership is most powerful – as children are educated to reach their potential – when we agree on how to disagree. We must be civil in our discourse.

Civility is often described by its absence. We hear of harmful actions such as road rage, physical confrontation, ethnic stereotypes and slurs. But civility is not just an absence of harm. It is the affirmation of what is best about each of us individually and collectively. It is more than saying “please” and “thank you.” It is reflecting our respect for others in our behavior, regardless of whether we know or like them. It also is not simply being politically correct and is not to be used to stifle criticism or comment. It is being truthful and kind and is each of us taking responsibility for our own actions rather than blaming others.

As we communicate with each other, we need to remember that we are working together to benefit the children of this community.

Therefore, the Orange County School Board requires that as we communicate, students, OCPS faculty and staff, parents, guardians and all other members of the community shall:

1. Treat each other with courtesy and respect at all times.

This means that:

- We listen carefully and respectfully as others express opinions that may be different from ours.
- We share our opinions and concerns without loud or offensive language, gestures or profanity.

2. Treat each other with kindness.

This means that:

- We treat each other as we would like to be treated.
- We do not threaten or cause physical or bodily harm to another.
- We do not threaten or cause damage to the property of another.
- We do not bully, belittle or tease another and we do not allow others to do so in our presence.
- We do not demean and are not abusive or obscene in any of our communications.

3. Take responsibility for our own actions.

This means that:

- We share information honestly.
- We refrain from displays of temper.
- We do not disrupt or attempt to interfere with the operation of a classroom or any other work or public area of a school or school facility.

4. Cooperate with one another.

This means that:

- We obey school rules for access and visitation.
- We respect the legitimate obligations and time constraints we each face.
- We notify each other when we have information that might help reach our common goal. This will include information about safety issues, academic progress, changes that might impact a student's work or events in the community that might impact the school.
- We respond when asked for assistance.
- We understand that we do not always get our way.

2. Authority and Enforcement of the Code of Civility

Authority and enforcement of a code for civil conduct ultimately depends on the individual and collective will of those involved – students, OCPs faculty and staff, parents, guardians and all other members of the community. However, individuals need to know how to respond to uncivil behavior and how such behavior will be responded to. The school board does not condone a lack of civility by anyone.

Therefore:

1. A student who believes that he or she has not been treated in a manner reflective of the Code of Civility should report such behavior to the appropriate school administrator.
2. A parent, guardian or community member who believes that he or she has not been treated in a manner reflective of the Code of Civility should report such behavior to the staff member's immediate supervisor.
3. An employee who believes that he or she has not been treated in a manner reflective of the Code of Civility should use the following guidelines:
 - A. If personal harm is threatened, the employee may contact law enforcement.
 - B. Anyone on school district property without authorization may be directed to leave the premises by an administrator or security officer. Anyone who threatens or attempts to disrupt school or school district operations, physically harm someone, intentionally cause damage, uses loud or offensive language, gestures, profanity or shows a display of temper may be directed to leave the premises by an administrator or security officer.
 - a. If such person does not immediately and willingly leave, law enforcement shall be called.
 - C. If a telephone call recorded by an answering machine, email, voice mail message or any type of written communication is demeaning, abusive, threatening or obscene the employee is not obligated to respond.

- a. If personal harm is threatened, the employee may contact law enforcement.
 - b. The employee shall save the message and contact his or her immediate supervisor or school district security.
- D. If any member of the public uses obscenities or speaks in a demeaning, loud or insulting manner, the employee to whom the remarks are directed shall take the following actions:
- a. Calmly and politely ask the speaker to communicate civilly.
 - b. If the verbal abuse continues, give appropriate notice to the speaker and terminate the meeting, conference or telephone conversation.
 - c. If the meeting or conference is on school district premises, request that an administrator or authorized person direct the speaker promptly to leave the premises.
 - d. If the speaker does not immediately leave the premises, an administrator or other authorized person shall notify law enforcement to take any action deemed necessary.

Superintendent of Schools

Date