



King

BOARD OF DIRECTORS MEETING

Wednesday November 8, 2017

PEPIN ACADEMIES-PASCO

9804 Little Road

New Port Richey, FL 34654

CALL TO ORDER:

5:02pm Meeting was called to order by Kris Hudson

IN ATTENDANCE:

Board Members in Attendance:

Chair Natalie King (by phone), Vice Chair Kris Hudson, DeLynn Gaston, Ruth Reilly, Dreama Bilby, Cathy Peckett

Board Members NOT in Attendance:

Tammy Curtis, Mary Spoto, Tom Ryan, Erin McMillan

Staff Members:

Principal Celeste Kellar, Charlie Burke, Kelly Mothershead, Jason Aponte, Holly Lisle, Patrick Gonzalez, Patty Gonzalez, Carrie Donahue, Lihui Cao, Crystal Deyo

Guests:

Mr. Dale Bieber (guest), Linda Hails (parent), Pam Pampnella (guest)

APPROVAL OF MINUTES:

Motion by Ruth Reilly to approve October Board Meeting Minutes without any changes; Seconded by Delynn Gaston.

Approved Unanimously

PUBLIC COMMENT:

No Public Comment

DISCUSSION:

Kris Hudson Welcomed everyone and introduced Mr. Dale Bieber and Mrs. Pam Pampnella as guests who are interested in joining our board.

PRINCIPAL'S REPORT: Principal Celeste Kellar provided an update on student enrollment, currently at 325. Principal Kellar discussed ongoing effort to secure grants. Principal Kellar discussed events that were held including Storybook parade/character day, Trunk or Treat, High school Dance,

media team to secure press coverage and photographer for cup stacking day. Kelly is working with United Way for presentations as well. Kelly is also still collecting donations for teachers requests and for gala auction items. Holly discussed the items received and sponsors for the Gala. Holly also presented the partnership with Joe McGee, a local Ophthalmologist who will be having a fundraiser to benefit Pepin Academies Pasco.

PEPIN FIRST REPORT:

Principal, Celeste Kellar presented the Pepin First report in Erin McMillan and Liz Montesi's absence. Events discussed included, Spirit night which raised a profit of \$415.75 at Chipotle, Trunk or Treat, Teacher appreciation lunch provided, Pepin First is donating the equipment needed for the Falco Studios. The fall fundraiser was discussed and the SAVE the date was provided for Catchin' For Pepin, April 29, 2018.

NEW BUSINESS:

Natalie King discussed the December board meeting, Staff appreciation event, an email will be sent to all campuses hoping everyone can participate. That event will be held at TPepin's Hospitality in Tampa, Natalie also explained that the foundation would be funding a separate staff event for Pasco, since many are unable to attend the Tampa event.

Next meeting will be December 6, 2017 5pm

ADJOURNMENT:

Ruth Reilly motioned to adjourn the meeting at 5:28pm; Dreama Bilby seconded. Motion approved unanimously, meeting adjourned.

PEPIN ACADEMIES PASCO SCHOOL RECOGNITION FUNDS

(All bonus amounts listed are pre-tax)

Proposal A (Winning Proposal/27 votes)

- * Current Pasco-only staff (as of 12/6/17) receive \$50.00 per month of service, up to a maximum of \$500.00 (partial months rounded up)
 - * Pasco/Hillsborough shared staff will receive a \$167.00 bonus (approximately 1/3 of the maximum \$500.00 bonus)
 - * Remaining \$798.00 will go to the school for educational equipment and/or supply needs as determined by the Building Leadership Team
-

Proposal C (On Final Ballot/20 votes)

- * Current Pasco-only staff (as of 12/6/17) will receive a full bonus share
- * Pasco/Hillsborough shared staff will receive 1/3 of a bonus share
- * No bonuses for staff who are new to Pepin Pasco this school year
- * No funds go to the school

Proposal D (On Final Ballot/19 votes)

- * Staff new to Pepin-Pasco in the 2017-2018 school year will receive \$30 per month of service (partial months rounded up)
 - * Current Pasco-only staff (as of 12/6/17) will receive a full bonus share from remaining funds
 - * Pasco/Hillsborough shared staff will receive 1/3 share from remaining funds
 - * No funds go to the school
-

Proposal B (Eliminated in Initial Vote)

- * Current staff (as of 12/6/17) who were here in 2016-2017 will receive a full bonus share
- * No bonuses for staff who are new to Pepin Pasco in the 2017-2018 school year
- * No funds go to the school

Proposal E (Eliminated in Initial Vote)

- * Current staff (as of 12/6/17) who were here in 2016-2017 will receive a \$500.00 bonus
- * Pasco/Hillsborough shared staff will receive a \$250.00 bonus
- * No bonuses for staff who are new to Pepin Pasco in the 2017-2018 school year
- * Remaining \$2649.00 go to school for equipment and/or supplies



PEPIN ACADEMIES

December 6, 2017

Mr. Ray Gadd
Deputy Superintendent
Pasco County Schools
7227 Land O' Lakes Blvd.
Land O' Lakes, Florida 34638

Dear Mr. Gadd,

Please consider this official notification that pursuant to the new Charter School Inter-Local Agreement, Pepin Academies-Pasco would like to Opt-in to the agreement for the following locations:

9804 Little Road, New Port Richey, FL 34654 as well any future locations where the school facility might be housed before the end of the term of the agreement.

Pepin Academies-Pasco looks forward to working with the District's School Board of Pasco County under the Charter School Inter-Local Agreement.

If you have any questions, please feel free to contact us.

Sincerely,

Natalie King,
Chairman
Pepin Academies-Pasco Board

cc Jeff Yungmann, Program Coordinator for Charter Schools
Pasco County Schools



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7227 Land O' Lakes Blvd.
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Sincerely,

Natalie King,
Chairman
Pepin Academies-Pasco Board

cc Jeff Yungmann, Program Coordinator for Charter Schools
Pasco County Schools



*Office of Paula S. O'Neil
Clerk & Comptroller
Pasco County, Florida*

August 23, 2017

Mr. Chris Williams
Director of Planning Services
11815 Tree Breeze Drive
New Port Richey, FL 34654

RE: Interlocal Agreement between the Pasco Board of County Commissioners and the District School Board of Pasco County C28 PDD17-1887

Dear Mr. Williams:

At the Pasco County Board of County Commissioners meeting of August 15, 2017, the above mentioned agenda item was approved. Attached is an original for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, click on "Agendas & Minutes" on the left side of the home page, select the meeting date from the list, click on "Agenda" click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Amanda Damming

Amanda Damming
Records Clerk I
Board Records

Enclosure

Mailing Addresses

38053 Live Oak Avenue
Dade City, FL 33523-3894

P.O. Box 338
New Port Richey, FL 34666-0338

Office Locations

Robert D. Sumner Judicial Center
38053 Live Oak Avenue, Suite 205
Dade City, FL 33523-3894

West Pasco Judicial Center
7530 Little Road, Suite 106
New Port Richey, FL 34654

East Pasco Government Center
14236 56th Street, Suite 201
Dade City, FL 33523

West Pasco Government Center
8731 Citizens Drive, Suite 220
New Port Richey, FL 34654

East Pasco Records Center
38319 McDonald Street
Dade City, FL 33525

West Pasco Records Center
Jack Albert Records Retention Center
8902 Government Drive
New Port Richey, FL 34654

Dade City: (352) 521-4542
New Port Richey: (727) 847-8031

www.pascoclerk.com

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**INTERLOCAL AGREEMENT BETWEEN THE
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE DISTRICT SCHOOL BOARD OF PASCO COUNTY
TO ASSIGN CERTAIN RESPONSIBILITIES TO THE DISTRICT ASSOCIATED WITH
THE APPROVAL OF CHARTER SCHOOL DEVELOPMENT AND CONSTRUCTION IN THE
UNINCORPORATED AREA OF PASCO COUNTY**

THIS INTERLOCAL AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and the DISTRICT SCHOOL BOARD OF PASCO COUNTY (hereinafter referred to as "District").

WITNESSETH:

WHEREAS, Chapter 163, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, provides that local governmental units may enter into Interlocal Agreements for the purpose of making the most efficient use of their powers through cooperation and coordination; and

WHEREAS, Section 553.80, Florida Statutes, requires Pasco County to regulate building construction of all public or private buildings, structures, and facilities within the unincorporated area unless such authority is delegated to another unit of government; and

WHEREAS, Section 553.80(6), Florida Statutes, provides that public school districts may conduct their own plan review and construction inspections for their building projects that are subject to the Florida Building Code through the use of certified providers of under Part XII of Chapter 468, Florida Statutes; and

WHEREAS, Section 1002.33(5)(b)5, Florida Statutes, provides that the District may enter into an interlocal agreement with the County so as to act on behalf of the County with regards to its obligations pursuant to Section 553.80, in the inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions that a charter school needs in order for development and construction, and

WHEREAS, the forgoing Sections of Florida Statute and this Interlocal Agreement do not limit the authority and responsibility of the local Fire Official under Chapter 633, Florida Statute, to conduct firesafety inspections of charter school facilities; and

WHEREAS, the County and the District have jointly determined that inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions associated with the vertical construction of the charter school facilities may be delegated to the District; and



WHEREAS, the County and the District have also jointly determined that inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions associated with the horizontal construction of the charter school facilities must remain within the purview of the County for the best interest of health, safety, and welfare of the public.

NOW THEREFORE, in consideration of the premises set forth hereinabove, the terms of which are incorporated herein, the mutual promises herein set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Recitals.

The foregoing Whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Authority.

This Agreement is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act, Section 163.01, Florida Statutes, and shall be filed with the Clerk and Comptroller for Pasco County upon its adoption by the parties.

Section 3. Intent and Purpose.

It is the intent and purpose of this Interlocal Agreement (hereinafter referred to as "Agreement") to allow charter schools, having already obtained approval of their charter from the District School Board, to opt into a procedure for the District to act on behalf of the County with regards to the necessary plan review and construction inspections of the charter school facilities as further described in Section 4. of this Agreement and for the County to perform the necessary plan review and construction inspections of the charter school facilities as further described in Section 5. of this Agreement. Charter schools opting to avail itself of the provisions of this Agreement, shall remain subject to this Agreement for the entire duration of the school facilities construction and any subsequent significant renovations as defined by the *Amended and Restated Interlocal Agreement for Coordination of Planning Activities to Include a School Concurrency Management Program Among Pasco County, the Municipalities of Dade City, New Port Richey, Port Richey, San Antonio, Town of St. Leo, and Zephyrhills, and the District School Board of Pasco County*. The charter schools opting out of the provisions of this Agreement may not avail itself of any of the provisions of this Agreement and shall be reviewed, permitted, and inspected by the County through the Pasco County Land Development Code and Section 553.80, Florida Statute as commercial development projects.

Section 4. Responsibilities of the District.

The District shall be responsible for all vertical building reviews and inspections pursuant to the Florida Building Code and the State Requirements for Educational Facilities, if applicable. Vertical building permits shall be the responsibility of the District. Vertical construction for the purposes of this Agreement shall be defined as that phase of building construction from the footers/foundation through the completion of the roofing system.

Section 5. Responsibilities of the County.

The County shall review and process the horizontal construction of school facilities proposed by charter schools opting to be subject to the provisions of this Agreement. Horizontal construction for the purposes of this Agreement shall be defined as that phase of construction that involves all site and civil work, traffic and pedestrian access management, and stormwater management.

The County shall also be responsible for reviews and approvals of fire safety/prevention requirements. The provisions of Sections 3.3 and 3.6 of the *Amended and Restated Interlocal Agreement for Coordination of Planning Activities to Include a School Concurrency Management Program Among Pasco County, the Municipalities of Dade City, New Port Richey, Port Richey, San Antonio, Town of St. Leo, and Zephyrhills, and the District School Board of Pasco County* shall also apply to the proposed school facilities. Site plans (preliminary, construction and stormwater management plans) shall be submitted to the County's Planning and Development Department. The Pasco County Land Development Code requirements shall be complied with, including but not limited to, the requirements of access management, drainage, parking, and landscaping unless otherwise inconsistent with the State Requirements for Educational Facilities, if applicable. Final engineering inspections of the work done pursuant to said plans shall be conducted by the County.

Section 6. Fees.

Fees for the services provided by the District will be included in the District's *Guide to Services and Fees for Pasco County Charter Schools*. Fees charged by the County for review and processing within the standard timeframe specified in the Land Development Code Table 303-2 shall be no more than the actual labor and administrative costs incurred for the necessary review and inspections of the work performed by the County pursuant to Section 5 of this Agreement. Fees charged by the County for expedited review and processing within the standard timeframe

specified in the Land Development Code Table 303-4 shall be consistent with the Schedule of Development Services Branch Fees for expedited plan review.

Within some areas of the County, additional review fees may apply to proposed charter school facilities.

Section 7. Term.

This Agreement shall commence upon filing in in the official records of the County and continue through December 31, 2020, unless terminated earlier by one or more of the parties hereto.

Section 8. Notices.

All notices required under this Agreement shall be made in writing and served by registered or certified mail, return receipt requested, addressed to:

For the County:

County Administrator or designee
West Pasco Government Center
8731 Citizens Dr., Suite 340
New Port Richey, FL 34654

For the District:

Superintendent or designee
Pasco County School Board
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34638

Section 9. Miscellaneous Provisions.

- a. Prior Agreements. This Agreement represents the entire Agreement between the parties and supersedes any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein. Prior agreements, negotiations, or understandings, if any, shall have no force or affect whatsoever on this Agreement.
- b. Amendments. No modification, addendum, or amendments of any kind whatsoever may be made to this Agreement unless approved in writing and signed by the parties to this Agreement.
- c. Assignment. No assignment, delegation, transfer, or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement.

- d. Third Party Beneficiaries. The parties hereby acknowledge and agree that it is not the intent of any party to this Agreement to confer any rights on any persons or entities other than the parties to this Agreement. No person or entity not a party to this Agreement shall have any claim or cause of action against the County or the District for the failure of any party to perform in accordance with the provisions of this Agreement except as may be provided by law.
- e. Sovereign Immunity. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the County and the District under Section 768.28, Florida Statutes. The District shall be and act as an independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the District and the County and/or agency thereof. None of the personnel under contract to, employed by or volunteering for the District shall be deemed in anyway to have any contractual relationship with the County and/or agency thereof. The District shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder. The County shall be and act as an independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the County and the District and/or agency thereof. None of the personnel under contract to, employed by or volunteering for the County shall be deemed in anyway to have any contractual relationship with the District and/or agency thereof. The County shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.
- f. Indemnification. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28 (5), Florida Statutes.
- g. Disputes. If there is a question or dispute about the construction, operations, or effect of this Agreement, a party shall initiate and proceed through the conflict resolution

procedures established in Chapter 164, Florida Statutes. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in Chapter 164, Florida Statutes a party may file an action in the Sixth Judicial Circuit Court in and for Pasco County, Florida.

- h. Default and Waiver. In the event that either party shall fail to perform any of its obligations hereunder, the other party shall deliver written notice thereof to such party specifying the nature of the failure with reasonable detail. Upon receipt thereof, the defaulting party shall forthwith proceed to correct any such failure to perform and shall be allowed reasonable time to do so. Any failure or refusal of either party to enforce any term or condition of this Agreement shall not be any waiver thereof or any waiver of any right to enforce any term or condition in the future.
- i. Termination. Either party to this Agreement may terminate this Agreement with or without cause, upon giving 30 days written notice to the other party. Upon such termination, all obligations of the parties under this Agreement shall cease.
- j. Severability. If any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.
- k. Public Records Compliance. In addition to other contract requirements provided by School Board Policy or state law, the parties must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes, and Section 24 of Article I of the Constitution of the State of Florida.
- l. Filing with Clerk and Comptroller. This Interlocal Agreement and all subsequent amendments hereto shall be filed in the official records of Pasco County, Florida, within ten days of its execution by all parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of Pasco County Board of County Commissioners and the District School Board of Pasco County on the dates indicated below.

ATTEST:



Paula S. O'Neil
Paula S. O'Neil, Ph. D.
CLERK & COMPTROLLER

August 15, 2017
Date

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Mike Moore
MIKE MOORE, CHAIRMAN

APPROVED
IN SESSION
AUG 15 2017
PASCO COUNTY
BCC

ATTEST:

[Signature]

DISTRICT SCHOOL BOARD OF
PASCO COUNTY

By: Allen Altman

DATE: 4/18/17

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: [Signature]
Attorney for District School Board