



Hernando School District

School Board Regular Meeting

Agenda - **Final Revised**

Tuesday, August 11, 2026

6:00 PM

District Office-Board Room
919 N. Broad Street
Brooksville, FL 34601

CALL TO ORDER

REFLECTION

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

1. [27-3996](#) Approval to adopt the agenda dated 8/11/2026.

ELECTED OFFICIALS

APPROVAL OF THE MINUTES

2. [27-3997](#) Approval of the Minutes from the Informal, Workshop, First Public Budget Hearing, and Regular School Board Meeting of 7/28/2026.

Attachments: [07-28-26 Informal Minutes DRAFT](#)
[07-28-26 Workshop Minutes DRAFT](#)
[07-28-26 First Budget Hearing Minutes DRAFT](#)
[07-28-26 Regular Minutes DRAFT](#)

CITIZEN INPUT ON AGENDA ITEMS (GREEN SPEAKER FORMS)

3. [27-3998](#) Citizen Input on agenda items (Green Form)

Attachments: [Citizen Input Speaker Green Form 031424 ACC](#)

ADOPTION OF CONSENT AGENDA (Item # 4-14)

Personnel Recommendations

4. [27-3985](#) Approval of the Personnel Recommendations

Attachments: [26-27 BOARD AGENDA AUGUST 11 2026](#)
[2027 Inst. Supplements & Differentiated Pay for 8-11-2026.pdf](#)
[2027 Noninst., PTS & Adm. Supplements for 8-11-2026.pdf](#)

All Other Teaching & Learning Agenda Items

5. [27-3940](#) Approval to amend the contract with WANRACK for fiber services.

Attachments: [WANRack 072418](#)
[Amended & Restated WAN Agreement](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC \(1\)](#)

All Other Business Services Agenda Items

- *6. [27-3950](#) Approval of the Interlocal Agreement between the City of Brooksville, Florida and the School Board of Hernando County, Florida for use of tennis courts and volleyball courts.

Attachments: [CITY OF BROOKSVILLE ILA](#)
[Strikethrough - Interlocal City Volley Tennis Courts](#)
[REVISED ILA Tennis and Volleyball Courts - clean \(1\)](#)
[Budget Sheet No Financial Impact](#)

All Other Support Operations Agenda Items

7. [27-3976](#) Approve the District's Tentative 2025-2026 5-Year Work Plan.

Attachments: [27-3976 2025-26 Tentative Work Plan Report DRAFT](#)
[27-3976 Budget Sheet NO Financial Impact](#)

8. [27-3982](#) Approve the Federal Subrecipient Agreement between Hernando County, Florida and Hernando County School Board.

Attachments: [27-3982 HCSB Sub \(RWH\) 7.23 clean](#)
[27-3982 Budget Sheet- Reimbursement For EES Phase I](#)

All Other Purchase Order/Bid Agenda Items

9. [27-3928](#) Approve the agreement and authorize the purchase of third-party Title I instructional services for Hernando County private school students from FACTS Education Solutions, LLC, not to exceed \$133,254.50.

Attachments: [FACTS Agreement](#)[Hernando 25 26 EOY Report FACTS Report](#)[Program Evaluation Form - FACTS 7-28-26](#)[Program Evaluation Data Summary FACTs - 7-28-26](#)[Affidavit Regarding the Use of Coercion for Labor Services \(CM\)](#)[Federal Terms and Conditions for Contracts \(CM\)](#)[PUR 1355 \(CM\)](#)[Standard Addendum to Agreements \(CM\)](#)[FACTS Budget Sheet](#)

10. [27-3929](#) Approve the agreement and authorize the purchase of third-party Title I instructional services for Hernando County private school students from Catapult Learning, LLC, not to exceed \$498,550.90.

Attachments: [Catapult Quote](#)[Program Evaluation Form - Catapult 7-28-26](#)[Program Evaluation Data Summary Catapult 7-28-26](#)[Catapult Affidavit Regarding Use of Coercion](#)[Catapult Federal Terms and Conditions](#)[Catapult PUR](#)[Catapult Standard Addendum](#)[Catapult Budget Sheet](#)

11. [27-3981](#) Approve the Amendment to the Renewal of Bid No. 23-580-31 RN: Musical Instruments, Sheet Music and Instrument Repair Awarded to Multiple Vendors, to Increase the Total Estimated Annual Spending by an Additional \$350,000.00

Attachments: [Bid No 23 580 31 RN](#)[Budget Sheet 23 200 44 PB EXT Band Uniforms](#)

12. [27-3984](#) Approve the amendment to the piggyback of The Interlocal Purchasing System (TIPS), Region 8 Education Service Center, RFP No. 2440804: Academic and Educational Goods and Services, awarded to Realityworks, Inc. to increase the estimated annual spending to \$250,000.

Attachments: [Academic and Educational Goods & Services - ACC](#)[Realityworks Quote](#)[Budget Sheet Realityworks](#)

13. [27-3988](#) Award RFP No. 27-946-01 Purchasing Card (P-Card) Program and approve the Master Commercial Card Agreement to J.P. Morgan for the implementation and servicing of district-wide purchasing cards, offering a competitive rebate program.

Attachments: [27-946-01 Purchasing Card Program \(08-11-26\)](#)
[MCCA - 71726 \(RH\)](#)
[Budget Sheet](#)

All Other School Board Agenda Items

14. [27-3968](#) Approval for Board Member, Michelle Bonczek to participate in the NSBA Policy Leadership Cohort from January 30, 2027 through February 3, 2027 in Washington, D.C.

Attachments: [Policy Leadership Cohort FAQ](#)
[Budget Sheet](#)

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK SPEAKER FORMS)

15. [27-3999](#) Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Attachments: [Citizen Input Speaker Pink Form 031424 ACC](#)

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

ADJOURNMENT

The next School Board Meetings are scheduled for August 25, 2026:

2:00 PM - Workshop

6:00 PM - Regular Meeting

Mission Statement

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



Hernando School District

School Board Regular Meeting

Agenda Item # 1. 27-3996

8/11/2026

Title and Board Action Requested

Approval to adopt the agenda dated 8/11/2026.

Executive Summary

The Superintendent of Schools, hereby requests the Board adopt the agenda dated 8/11/2026.

My Contact

Ray Pinder
Superintendent of Schools

2023-28 Strategic Focus Area

Other

Financial Impact

No Financial Impact

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



Hernando School District

School Board Regular Meeting

Agenda Item # 2. 27-3997

8/11/2026

Title and Board Action Requested

Approval of the Minutes from the Informal, Workshop, First Public Budget Hearing, and Regular School Board Meeting of 7/28/2026.

Executive Summary

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

My Contact

Kelly A. Pogue

Executive Office Manager to the School Board and General Counsel

Pogue_k@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Other

Financial Impact

No Financial Impact



Hernando School District

School Board Informal Meeting

Minutes - Draft

Tuesday, July 28, 2026

1:00 PM

District Office-Board Room
919 N. Broad Street
Brooksville, FL 34601

CALL TO ORDER

Present

- Board Chair Kayce Hawkins
- Vice Chair Shannon Rodriguez
- Board Member Michelle Bonczek
- Board Member Susan Duval
- Board Member Mark Johnson

This meeting was called to order at 1 P.M. Also present were Robert Meyers, School Board Attorney, and Ray Pinder, Superintendent.

GENERAL DISCUSSION

An informal meeting of the School Board has been scheduled for general discussion among Board Members on Educational Matters

Topics of Discussion:

Bonczek: NSBA Policy Leadership Cohort

Board Member Michelle Bonczek informed the Board that she had been selected through a competitive national application process to participate in the National School Boards Association (NSBA) Policy Leadership Cohort focused on special education leadership. The cohort includes four virtual meetings and one in-person presentation in Washington, D.C., where participants will develop and present a capstone project designed to influence special education policy and advocacy efforts at the national level. Board members congratulated Mrs. Bonczek and expressed support for her participation.

Rodriguez: Val/Sal and AICE/IB programs

Board Member Shannon Rodriguez initiated discussion regarding the District's valedictorian and salutatorian eligibility requirements, specifically concerning students who complete both the AICE Program and the International Baccalaureate (IB) Program. Discussion focused on students who must transfer schools to complete both rigorous academic programs and whether the current three-year attendance requirement unintentionally disadvantages those students. Board members discussed the possibility of creating an exception to the current three-year requirement for students who: Complete the AICE Program; Complete the IB Program; and Earn a grade point average qualifying them for valedictorian or salutatorian recognition. Administration was asked to develop draft language for Board consideration that would create a limited exception to the existing policy while maintaining the current three-year rule for all other students. Superintendent Ray Pinder and

staff indicated proposed language would be brought back for Board review as part of a future amendment to the Student Progression Plan.

Hawkins: School Mascots

Board Chair Kayce Hawkins requested discussion regarding the development of a School Board policy governing school mascot selection and changes. Discussion included recent mascot changes within the District and procedures used in other Florida school districts. Board members discussed: the importance of preserving school traditions and identity; ensuring Board awareness of proposed mascot changes; maintaining stakeholder involvement through students, staff, parents, and School Advisory Councils (SACs); avoiding unnecessary micromanagement of school administration; and establishing procedures for Board review prior to implementation. Consensus emerged supporting the development of policy language that would require proposed mascot changes to be submitted to the Superintendent and presented to the Board through a workshop process before implementation. Staff was directed to include proposed language in a future policy update.

Hawkins: Booster Clubs & Crowd Funding

Board Chair Kayce Hawkins requested a future workshop discussion regarding booster clubs and crowd-funding. Superintendent Ray Pinder indicated that administration would bring the topic forward for further review and discussion.

Meyers: Live Local Tax Act Exemption

Board Attorney Robert Meyers provided information regarding Florida's Live Local Act and recent statutory changes affecting property tax exemptions for affordable housing developments. Mr. Meyers explained that local governments may choose to opt out of certain tax exemptions through adoption of a resolution. Discussion included: potential revenue implications for the School District; actions taken by the Hernando County Board of County Commissioners; impacts on affordable housing providers and residents; and the need for additional research and information before any future Board consideration. Administration will continue reviewing the issue and will bring it back for future discussion.

Rodriguez: Use of Facilities

Board Member Shannon Rodriguez asked whether local athletic officials/referees could utilize District facilities, specifically Nature Coast Technical High School, for several upcoming meetings. Administration advised that facility use requests should be coordinated through the school principal and facilities staff in accordance with established procedures.

27-3995 Handouts from the Informal Meeting of July 28, 2026.

Attachments: [07-28-26 Informal Handout Item - Meyers](#)
[07-28-26 Informal Handout Item - Hawkins](#)

ADJOURNMENT

This meeting was adjourned at 1:54 P.M.

Superintendent

Board Chair

Mission Statement

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



Hernando School District

School Board Workshop

Minutes - Draft

Tuesday, July 28, 2026

2:00 PM

District Office-Board Room
919 N. Broad Street
Brooksville, FL 34601

CALL TO ORDER

Present: Board Chair Kayce Hawkins
Vice Chair Shannon Rodriguez
Board Member Michelle Bonczek
Board Member Susan Duval
Board Member Mark Johnson

This meeting was called to order at 2:01 P.M. Also present were Robert Meyers, School Board Attorney and Ray Pinder, Superintendent.

PRESENTATIONS

1. [27-3927](#) Presentation of RoboKind Program Data

Attachments: [Robokind Board Presentation - Program Evaluation 7.28.2026](#)
[Program Evaluation Form - Robokind 7.13.2026](#)
[Budget Sheet NO Financial Impact ACC](#)

Anna Jensen, Director of Exceptional Student Education; Stephanie Doran, Supervisor of Exceptional Student Education; and Christina Dancsak, SLP, came forward to present this item.

Ms. Duran provided an overview of the RoboKind program and its use in supporting students with autism spectrum disorder and other disabilities. The presentation included information regarding program implementation, instructional applications, student engagement, and curriculum areas supported by the program, including social communication, emotional regulation, executive functioning, literacy, phonics, and conversational skills.

Staff reported that RoboKind was implemented during the 2025-2026 school year at five schools: Explorer K-8, Floyd Elementary School, Spring Hill Elementary School, Pine Grove Elementary School, and Weeki Wachee High School. Staff reported high levels of student engagement and described student participation through both robot-based and avatar-based instructional sessions.

*Board members discussed:
Student participation and engagement levels.
Duration of student involvement in the program.*

Teacher implementation and classroom integration.
Potential future expansion of the pilot.
Methods for measuring student outcomes and program effectiveness.
Teacher feedback and utilization rates.
Opportunities for Board members to observe implementation at school sites.
Financial history and ongoing funding considerations.

Board members emphasized the importance of obtaining measurable data regarding student participation, teacher utilization, and student outcomes to support future funding decisions. Staff acknowledged the need to develop additional data collection methods and agreed to provide information regarding participating schools, therapists, trained teachers, and opportunities for site visits.

Staff reported that the initial purchase of five robots and one year of programming was funded through millage funds at a cost of approximately \$100,000. A subsequent four-year curriculum subscription for all five robots was funded through ESSER funds at a cost of \$129,900, with funding extending through 2028.

2. [27-3954](#) Presentation on Hernando County School District Bullying Prevention efforts.

Attachments: [Bullying Data and Procedures Training](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

Jill Kolasa, Director of Student Services; and Angela Miller-Royale, Coordinator of Student Services, came forward to present this item.

Staff reviewed statutory definitions of bullying and harassment, reporting requirements, investigation procedures, and the distinction between substantiated and unsubstantiated incidents. District discipline data from the previous three school years was presented and discussed. Staff noted trends in bullying and harassment incidents across elementary, middle, K-8, and high school levels.

Board discussion included:

Trends in bullying and harassment data.

The absence of reported bullying incidents at the high school level during the previous three years.

Teacher perceptions regarding classroom support and student discipline.

Consistency of discipline implementation and communication.

Opportunities to obtain direct teacher feedback.

Student threat awareness and prevention education.

Parent education and community outreach efforts.

Staff reported that the District remains fully compliant with statutory training requirements and continues to provide bullying prevention training for students, staff, and parents. Initiatives discussed included the anti-bullying video contest, Unity Day activities, Acts of Kindness Week, operation of the District Bullying Prevention Committee, and plans to introduce an elementary bullying prevention contest. Staff also reported that evidence-based bullying prevention programs are currently under review. Board members encouraged continued dialogue with teachers to better understand

concerns regarding classroom support and student discipline.

3. [27-3957](#) Review of the District's Tentative 2025-2026 5-Year Work Plan by Jim Lipsey

Attachments: [27-3957 2025-26 Work Plan Presentation](#)
[27-3957 Budget Sheet NO Financial Impact](#)
[07-28-26 Workshop Handout Item 27-3957](#)

Jim Lipsey, School Planner; and Brian Ragan, Director of Facilities and Construction, came forward to present this item.

Mr. Lipsey explained that review of the Work Plan occurred later than usual due to delays in state enrollment projections and the availability of the Department of Education's Educational Facilities Information System (EFIS). The Five-Year Work Plan serves as the District's capital financial planning tool and outlines facility needs, capital projects, and anticipated revenues.

Staff reviewed:

The Work Plan balance and financial feasibility requirements.

Capital project funding assumptions.

Capacity planning considerations.

Future school expansion projects.

Implications of concurrency requirements associated with capacity projects.

The current status of proposed additions and future school construction projects.

Board members discussed the timing of planned projects, including tennis court resurfacing and track replacement at Central High School, and renovations underway at Eastside Elementary School. Staff clarified the status of those projects and explained how project timing may shift within the Work Plan to satisfy state balancing requirements.

Staff advised that the final Work Plan would be presented to the School Board for approval at the August 11, 2026, meeting following any additional revisions requested by the Department of Education.

GENERAL COUNSEL

ADDENDUM ITEMS

GOOD OF THE ORDER/BOARD DISCUSSION

School Board Comments

ADJOURNMENT

The meeting adjourned at 3:02 P.M.

Superintendent

Board Chair

Mission Statement

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



Hernando School District

First Public Budget Hearing

Minutes - Draft

Tuesday, July 28, 2026

5:01 PM

District Office-Board Room
919 N. Broad Street
Brooksville, FL 34601

CALL TO ORDER

Present Board Chair Kayce Hawkins
Vice Chair Shannon Rodriguez
Board Member Michelle Bonczek
Board Member Susan Duval
Board Member Mark Johnson

This meeting was called to order at 5:01 P.M. Also present were Robert Meyers, School Board Attorney; and Ray Pinder, Superintendent.

ADOPTION OF THE AGENDA

1. [27-3973](#) Approval to adopt the agenda dated 7/28/2026.

RESULT: ADOPTED

MOVER: Mark Johnson

SECONDER: Michelle Bonczek

AYES: Board Chair Hawkins, Vice Chair Rodriguez, Board Member Bonczek,
Board Member Duval, and Board Member Johnson

PRESENTATIONS

2. [27-3914](#) Overview of the Fiscal Year 2026-2027 Proposed Tentative Millage Rates - First Public Hearing

Attachments: [1st Public Hearing Proposed Millage Rates](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

Joyce McIntyre, Chief Financial Officer; and Dionne Makinson, Coordinator of Finance, came forward to present this item.

3. [27-3915](#) Continuation of Fiscal Year 2026-2027 Proposed Tentative Budget - First Public Hearing

Attachments: [1st Public Hearing Proposed Budget](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

CITIZEN INPUT

4. [27-3974](#) Citizen Input on agenda items (Green Form)

Attachments: [Citizen Input Speaker Green Form 031424 ACC](#)

Mr. Meyers read the instructions for this item. The following citizens came forward to speak: Lisa Masserio; and Patricia Greenwood.

ADOPTION OF THE TENTATIVE MILLAGE FOR 2026-27

5. [27-3918](#) Adoption of Tentative Millage Rates for the Fiscal Year 2026-2027 Resolution R27-001

Attachments: [Resolution R27-001](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

RESULT: ADOPTED

MOVER: Mark Johnson

SECONDER: Shannon Rodriguez

AYES: Board Chair Hawkins, Vice Chair Rodriguez, Board Member Bonczek,
Board Member Duval, and Board Member Johnson

ADOPTION OF THE TENTATIVE BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2027

6. [27-3916](#) Adoption of the Tentative Budget for Fiscal Year 2026-2027 Resolution R27-002

Attachments: [Resolution R27-002](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

RESULT: ADOPTED

MOVER: Michelle Bonczek

SECONDER: Mark Johnson

AYES: Board Chair Hawkins, Vice Chair Rodriguez, Board Member Bonczek,
Board Member Duval, and Board Member Johnson

ESTABLISH DATE, TIME AND PLACE OF FINAL PUBLIC HEARING

7. [27-3917](#) Establishment of the Second Public Hearing on the 2026-2027 Millage Rates & Budget

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

RESULT: ADOPTED

MOVER: Michelle Bonczek

SECONDER: Kayce Hawkins

AYES: Board Chair Hawkins, Vice Chair Rodriguez, Board Member Bonczek,
Board Member Duval, and Board Member Johnson

AUTHORIZATION TO SUBMIT CERTIFICATION OF SCHOOL TAXABLE VALUE

8. [27-3919](#) Authorization to Submit Certification of School Taxable Value to the Hernando County Property Appraiser

Attachments: [DR420S_2026_347](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

RESULT: **ADOPTED**

MOVER: Mark Johnson

SECONDER: Michelle Bonczek

AYES: Board Chair Hawkins, Vice Chair Rodriguez, Board Member Bonczek,
Board Member Duval, and Board Member Johnson

SCHOOL BOARD COMMENTS**ADJOURNMENT**

This meeting adjourned at 5:28 P.M.

Superintendent

Board Chair**Mission Statement**

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



Hernando School District

School Board Regular Meeting

Minutes - Draft

Tuesday, July 28, 2026

6:00 PM

District Office-Board Room
919 N. Broad Street
Brooksville, FL 34601

CALL TO ORDER

Present: Board Chair Kayce Hawkins
Vice Chair Shannon Rodriguez
Board Member Michelle Bonczek
Board Member Susan Duval
Board Member Mark Johnson

This meeting was called to order at 6:00 P.M. Also present were Robert Meyers, School Board Attorney; and Ray Pinder, Superintendent.

REFLECTION

The reflection was provided by Vice Chair Rodriguez.

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

1. [27-3969](#) Approval to adopt the agenda dated 7/28/2026.

RESULT: ADOPTED AS AMENDED

MOVER: Mark Johnson

SECONDER: Michelle Bonczek

AYES: Hawkins, Rodriguez, Bonczek, Duval, Johnson

Kayce Hawkins, Board Chair, stated that she has reviewed the revisions to the agenda and find that there is good cause to permit the addition of item #56. 27-3834: Enter a Final Order Expelling the Student in Case No. E2026-05-02 for one (1) year with educational services.

ELECTED OFFICIALS

No one came forward to speak on this item.

PRESENTATIONS

2. [27-3864](#) Recognition of the Retirement of Corporal Shane Landgraff.

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

Angel Pagan, Director of Safe Schools came forward to present this item.

In Honor and Remembrance of Loraine McLain

Tammy Brinker, CEO of the HCEF came forward to present this item.

APPROVAL OF THE MINUTES

3. [27-3970](#) Approval of the Minutes from the Workshop and Regular School Board Meeting of 6/23/2026.

Attachments: [06-23-26 Workshop Minutes DRAFT](#)
[06-23-26 Regular Meeting Minutes DRAFT](#)

RESULT: **ADOPTED**

MOVER: Mark Johnson

SECONDER: Michelle Bonczek

AYES: Hawkins, Rodriguez, Bonczek, Duval, Johnson

PUBLIC HEARING ITEMS (WHITE SPEAKER FORMS)

4. [27-3493](#) Public Hearing and Final Approval of Neola Policy Volume 26 No. 1. This item was tentatively approved at the June 9, 2026, Board Workshop.

Attachments: [Vol 26 N 1 REVISED June Workshop](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

RESULT: **ADOPTED**

MOVER: Mark Johnson

SECONDER: Michelle Bonczek

AYES: Hawkins, Rodriguez, Bonczek, Duval, Johnson

No one came forward to speak on this item.

5. [27-3858](#) Public Hearing and Final Approval of the 2026-2027 Athletic Handbook that Received Tentative Approval at the June 23rd Workshop.

Attachments: [26.27 Ath Handbook Summary of Changes BA# 27-3858.pdf](#)
[26.27 Athletic Handbook Strikethrough.pdf](#)
[26.27 Athletic Handbook Clean FINAL BM # 27-3858.pdf](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC.pdf](#)

RESULT: **ADOPTED**

MOVER: Michelle Bonczek

SECONDER: Mark Johnson

AYES: Hawkins, Rodriguez, Bonczek, Duval, Johnson

No one came forward to speak on this item.

6. [27-3882](#) Public Hearing and Final Approval of the 2026-2027 Student Progression Plan and School Procedures Handbook that Received Tentative Approval at the June 9, 2026 Workshop

Attachments: [SPP Discussion Items 2026-2027](#)
[Head Lice \(Pediculosis\) Policy 8451](#)
[2026 2027 SPP Strikethrough Copy](#)
[2026-2027 SPP Clean Copy](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

RESULT: **ADOPTED AS AMENDED**

MOVER: Shannon Rodriguez

SECONDER: Michelle Bonczek

AYES: Hawkins, Rodriguez, Bonczek, Duval, Johnson

No one came forward to speak on this item.

Motion by Shannon Rodriguez to approve the Student Progression Plan with the following amendment to section 6, subsection 4 of the Progression Plan. This amendment is to allow for an exception of the 3-year attendance rule that if a student completes the AICE and the IB programs, they then will be eligible to compete for the Val & Sal designations. The motion was seconded by Michelle Bonczek.

7. [27-3887](#) Public hearing and final approval of the changes to the 2026-2027 Staff Handbook that received tentative approval on the June 9, 2026 workshop.

Attachments: [Summary of Changes to Staff Handbook 2026-27.pdf](#)
[Master Strike 2026-27 Staff Handbook.pdf](#)
[Master Clean 2026-27 Staff Handbook.pdf](#)
[Budget Sheet NO Financial Impact.pdf](#)

RESULT: **ADOPTED**

MOVER: Michelle Bonczek

SECONDER: Kayce Hawkins

AYES: Hawkins, Rodriguez, Bonczek, Duval, Johnson

No one came forward to speak on this item.

8. [27-3888](#) Public hearing and final approval of the revised 2026-2027 Safe Driver Plan that received tentative approval at the June 9, 2026 workshop.

Attachments: [Summary of Changes to Safe Driver Plan 2026-27.pdf](#)
[Master Strike Safe Driver Plan 2026-2027.pdf](#)
[Master Clean Safe Driver Plan 2026-2027.pdf](#)
[Budget Sheet NO Financial Impact.pdf](#)

RESULT: **ADOPTED**

MOVER: Mark Johnson

SECONDER: Kayce Hawkins

AYES: Hawkins, Rodriguez, Bonczek, Duval, Johnson

No one came forward to speak on this item.

9. [27-3910](#) Public Hearing and Final Approval of the Hernando County Schools Guidelines, Resources & Information for Visitors and Volunteers (formerly known as the Volunteer Handbook). This item received tentative approval on June 23, 2026.

Attachments: [striketthrough updates to volunteer handbook 07-28-2026](#)
[~clean copy Visitors and Volunteer guidlines 27-3910](#)
[budget sheet no financial impact](#)

RESULT: ADOPTED

MOVER: Mark Johnson

SECONDER: Michelle Bonczek

AYES: Hawkins, Rodriguez, Bonczek, Duval, Johnson

No one came forward to speak on this item.

10. [27-3912](#) Public hearing and final approval of the Student Code of Conduct for the 2026-2027 School Year. This item received tentative approval at the June 23, 2026 Workshop.

Attachments: [Outline of Revisions](#)
[2026.27 SCC DRAFT](#)
[2026.27 SCC FINAL](#)
[Budget Sheet](#)

RESULT: ADOPTED

MOVER: Shannon Rodriguez

SECONDER: Kayce Hawkins

AYES: Hawkins, Rodriguez, Bonczek, Duval, Johnson

No one came forward to speak on this item.

11. [27-3953](#) Public Hearing and Final approval of the 2026-27 Wilton Simpson Technical College Handbook that received tentative approval at the workshop on June 23, 2026

Attachments: [WSTC Program Catalog 2026_27 striketthrough copy](#)
[WSTC Program Catalog 2026_27 clean copy pdf \(2\)](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC \(1\) \(1\)](#)

RESULT: ADOPTED

MOVER: Michelle Bonczek

SECONDER: Shannon Rodriguez

AYES: Hawkins, Rodriguez, Bonczek, Duval, Johnson

No one came forward to speak on this item.

CITIZEN INPUT ON AGENDA ITEMS (GREEN SPEAKER FORMS)

12. [27-3971](#) Citizen Input on agenda items (Green Form)

Attachments: [Citizen Input Speaker Green Form 031424 ACC](#)

No one came forward to speak on this item.

ADOPTION OF CONSENT AGENDA (Item # 13-55)

RESULT: **APPROVED THE CONSENT AGENDA**

MOVER: Mark Johnson

SECONDER: Michelle Bonczek

AYES: Hawkins, Rodriguez, Bonczek, Duval, Johnson

Personnel Recommendations

13. [27-3946](#) Approval of the Personnel Recommendations

Attachments: [26-27 BOARD AGENDA JULY 28 2026](#)
[2027 Inst. Supplements & Differentiated Pay for 7-28-2026.pdf](#)
[2027 Noninst., PTS & Adm. Supplements for 7-28-2026.pdf](#)

All Other Teaching & Learning Agenda Items

14. [27-3898](#) Approval of the Five (5) Year Charter Contract for You Thrive Elementary School of Brooksville STEAM

Attachments: [You Thrive Contract You Thrive Elementary Brooksville STEAM](#)
[- signed](#)
[Budget Sheet](#)

15. [27-3899](#) Approval of the Five (5) Year Charter Contract for You Thrive Elementary Academy for Creative Excellence

Attachments: [You Thrive Contract Spring Hill Elementary Creative Excellence -](#)
[signed](#)
[Budget Sheet](#)

16. [27-3900](#) Approval of the Five (5) Year Charter Contract for Pineapple Cove Classical Academy at Brooksville

Attachments: [Proposed Pineapple Cove Contract 6.9.26 RWH 7 Signed by](#)
[PCCA](#)
[Budget Sheet](#)

17. [27-3909](#) Approve the 2026-2027 Comprehensive Evidence-Based Reading Plan (CERP)

Attachments: [CERP 2026 2027 HCSB](#)
[CERPTemp2627 Hernando 6.29.26](#)
[Budget Sheet Reading Plan](#)

-
18. [27-3913](#) Approve the Hernando County school District Mental Health Plan for the 2026-2027 School Year.
- Attachments:** [Hernando-2026-27-MHA Final](#)
[Appendix A. Decision Chart ACC](#)
[Appendix B. School Social Work Referral ACC](#)
[Appendix C. Mental Health Screening ACC](#)
[Appendix D. Coordinator of Student Support Programs Job Descrip ACC](#)
[Budget Sheet ACC](#)
19. [27-3924](#) Approve out of state travel for Carrie Wilson to attend the Small Town and Rural Student (STARS) Counselor Conference- Northeast Tour from September 16-19, 2026.
- Attachments:** [STARS Agenda for BAI # 27-3924 CW.pdf](#)
[CW TDL STARS](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC.pdf](#)
20. [27-3926](#) Approve Proposed Graduation Dates for 2026-27 School Year
- Attachments:** [2026-2027 Proposed Graduation Dates](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)
21. [27-3931](#) Approval of the NEFEC 2026-2031 ESOL Add-On Endorsement Program
- Attachments:** [2026-2031 Hernando ESOL Approval Letter](#)
[Final ESOL Endorsement Plan 2026-2031](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)
22. [27-3933](#) Approval of the 2026-2027 NEFEC Professional Learning Catalog (PLC)
- Attachments:** [Changes for 26 -27](#)
[2026-27 NEFEC Components](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)
23. [27-3945](#) Approval of School Name Change from Eastside Elementary School to Eastside Academy of Leadership and Innovation
- Attachments:** [Parent Info Session 2.18](#)
[SAC Agenda-Minutes 4-21-26](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)
24. [27-3948](#) Approval of overnight trip for Nature Coast Technical High School's Cross Country Team to participate in the Hoka Night of Thunder Cross Country Meet on 9/12/26 - 9/13/26 in Tallahassee, FL.
- Attachments:** [CROSS CTRY BUDG STRIP 2026](#)
25. [27-3963](#) Approval to write-off NSF Checks in the amount of \$80.00 for Westside Elementary School.
- Attachments:** [Uncollected Checks Summary](#)
[Budget Sheet](#)
-

All Other Business Services Agenda Items

26. [27-3907](#) Approve the Affiliation Agreement with University of the Cumberlands for interns.

Attachments: [University of the Cumberlands 2026 Memo NEW](#)
[University of the Cumberlands 2026 Addendum to Memo NEW](#)
[Budget Sheet - NO Financial Impact](#)

27. [27-3911](#) Approve the ParaPathways test scores for Reading & Writing and Mathematics for paraprofessionals.

Attachments: [Budget Sheet - NO Financial Impact](#)

28. [27-3925](#) Ratify changes to the contract between the Hernando United School Workers (HUSW) and the Hernando School District.

Attachments: [TA #1 - Article IX - FNS Leadership Academy](#)
[TA #2 - Position Titles](#)
[TA #3 - Postings](#)
[MOU - Additional Bus Run Bonus](#)
[HUSW 2024-2027_rev_May2026](#)
[Budget Sheet - No Financial Impact](#)

Job Descriptions

29. [27-3906](#) Approve the technical revisions to the OT/PT job description and the replacement of the Manager of Telcom with the District Senior Telcom & Infrastructure Analyst.

Attachments: [STRIKE OT_PT Job Description](#)
[CLEAN OT_PT Job Description](#)
[STRIKE manager of telecommunications](#)
[NEW - District Senior Telecom & Infr Analyst](#)
[TIS Org Chart Current](#)
[TIS Org Chart Proposed](#)
[pts_salary_schedule_STRIKE](#)
[pts_salary_schedule_CLEAN](#)
[Budget Sheet - NO Financial Impact](#)

All Other Support Operations Agenda Items

30. [27-3932](#) Approve the agreement to vend meals to For Each 1 Reach 1 and PACE Girls Center for the 2026-2027 school year.

Attachments: [Agenda 27-3932 PACE](#)
[Agenda 27-3932 E1R1](#)
[Agenda 27-3932 Budget Sheet](#)

All Other Purchase Order/Bid Agenda Items

31. [27-3730](#) Approve the renewal of Frontline Employee Evaluation Management System as well as the Frontline Medicaid Billing Management System and authorize the issuance of a purchase order in the amount of \$93,552.69.

Attachments: [Frontline Renewal Notice - Q-253229 - HR](#)
[Frontline Renewal - Q-252447 -Medicaid](#)
[PUR 1355 \(CM\) NEW](#)
[FrontlineEducationW9 NEW](#)
[Affidavit Regarding the Use of Coercion for Labor Services \(CM\)](#)
[NEW](#)
[Standard Addendum to Agreements - HCSB- 04.24.25-1 - FL](#)
[Executed 2026.03.09 NEW](#)
[Budget Sheet NEW 26.27](#)

32. [27-3842](#) Approve the Renewal of Canvas-Instructure District License for Grades 3-12 and Authorize the Issuance of a Purchase Order in an Estimated Amount of \$165,930.00

Attachments: [Usage Report for Canvas-LMS 2025-2026](#)
[Studio Signed Special Invoice](#)
[Instructure Quote Q5557531](#)
[Standard Addendum](#)
[State of Florida Affidavit](#)
[PUR 1355](#)
[Budget Sheet Canvas](#)

33. [27-3856](#) Approve the amendment to the contract and authorize the purchase of services for substitute teachers from Kelly Educational Services for \$4,200,000.00

Attachments: [Standard Addendum to Agreements HCSB 04.24.25](#)
[Affidavit Regarding the Use of Coercion for Labor Services](#)
[PUR 1355](#)
[KES - Amendment 26-27](#)
[Hernando EA 26-27](#)
[Previous SY EA April 2025](#)
[Budget Sheet - KES 26.27](#)

34. [27-3891](#) Approve the renewal of the contract with TPG Cultural Exchange Program, LLC for instructional personnel for the 2026-2027 school year and authorize the invoice payment of \$742,500.00

Attachments: [Approved TPG Contract -2022](#)
[TPG Exhibit A - Cost Summary](#)
[Standard Addendum to Agreements - HCSB 04.24.25](#)
[Affidavit Regarding the Use of Coercion for Labor Services](#)
[PUR 1355 - ATTY STAMPED](#)
[TPG Invoice 26.27](#)
[Budget Sheet - TPG 26.27](#)

35. [27-3901](#) Approve the renewal of Skyward annual license, maintenance and hosting and authorize the issuance of purchase orders for an estimated annual amount of \$400,000.00.
- Attachments:** [26-3901 Invoice](#)
[26-3901 Budget Sheet](#)
36. [27-3905](#) Award Bid No. 26-990-40: Inspection, Certification and Repairs of Water Based Fire Protection Systems, to Dover Fire & Fab, Inc., and Davis Ulmer Sprinkler Co., dba Beach Lake Sprinkler, for continuing services of Inspection, Certification and Repairs of Water Based Fire Protection Systems and authorize the purchase of products/services for an estimated annual spending of \$55,000.00 using allocated budget.
- Attachments:** [27-3905 Inspection Fire Protection Systems 26-990-40](#)
[27-3905 Budget Sheet Water Based Fire Protection](#)
37. [27-3908](#) Approve the renewal of Bid No. 23-990-04 RN, Fire Alarm Services, awarded to Everon, LLC, and Alarm & Communication Systems, Inc. for Fire Alarm Services and authorize the purchase of services for an estimated annual spending of \$200,000.00.
- Attachments:** [23-990-04 RN Fire Alarm Services \(07-28-26\)](#)
[Budget Sheet Fire Alarm Svcs](#)
38. [27-3920](#) Approve the 2026-2027 Dual Enrollment (DE) Articulation Agreement Between the University of South Florida (USF) and the Hernando County School District and Issuance of Purchase Orders in an Estimated Annual Amount of \$12,000.00
- Attachments:** [2026 2027 USF DEAA](#)
[Budget Sheet USF](#)
39. [27-3921](#) Approve the 2026-2027 Dual Enrollment (DE) Articulation Agreement Between Pasco-Hernando State College (PHSC) and the Hernando County School Board and Issuance of a Purchase Order for an Estimated Annual Amount of \$223,000.00
- Attachments:** [PHSC DEAA](#)
[Budget Sheet PHSC DEAA](#)
40. [27-3922](#) Approve the agreement with Sunrise Consulting Group and authorize the purchase of lobbying services for an estimated amount of \$60,000.00.
- Attachments:** [HCSB - SCG Agreement 26-27](#)
[Standard Addendum to Agreements \(CM\)](#)
[Affidavit Regarding the Use of Coercion for Labor Services \(CM\)](#)
[PUR 1355 \(CM\)](#)
[Budget Sheet Agenda 27-3922](#)

41. [27-3930](#) Approve the agreement and authorize the purchase of eight thousand six hundred and fifteen Accelerated Reading and four hundred-and-fifty STAR Reading licenses not to exceed \$71,883.25.

Attachments: [Renaissance Quote](#)
[Renaissance Quote CES](#)
[Program Evaluation Data Summary_AR 7-28-26](#)
[AR Program Evaluation Form - 7-28-26 \(1\)](#)
[Renaissance Federal Terms and Conditions](#)
[Renaissance FL NDPA Standard V2](#)
[Renaissance Standard Addendum](#)
[Renaissance Budget Sheet](#)

42. [27-3936](#) Approve the renewal of the Piggyback of the School Board of Broward County, Florida, ITB No. FY24-075: Intercom/Master Clock/Sound System Service/Equipment, Parts & Accessories awarded to Rauland Borg Corporation of Florida and authorize the purchase of related goods and services for an estimated annual spending amount of \$100,000.00.

Attachments: [26-725-15 PB RN Intercom, Master Clock \(07-28-26\)](#)
[Budget Sheet - Intercom Revised 7-28-26](#)

43. [27-3938](#) Approve the renewal of the piggyback of Charlotte County Public Schools, ITB No. 2425-637AJ, Catalog Discount Bid, awarded to multiple vendors, for the purchase of classroom instructional material and related items, and authorize purchases for an estimated annual spending of \$75,000.00

Attachments: [25-785-11 PB RN Catalog Discount \(07-28-2026\)](#)
[Budget Sheet](#)

44. [27-3939](#) Approve the renewal of the piggyback of OMNIA Partners/NCPA Region 14 Education Service Center, RFP No. 13-23/Contract No. 15-01 and 15-02: Retail and Wholesale Merchandise Solutions, awarded to BJ's Wholesale Club and Walmart Business and authorize the purchase of goods for an estimated annual spending of \$155,000.00.

Attachments: [25-998-43 PB RN Retail and Wholesale Merchandise \(07-28-26\)](#)
[Budget Sheet](#)

45. [27-3943](#) Approve the Purchase of Online and Credit Recovery Courses and Five Hundred Imagine Learning Language & Literacy Licenses from Imagine Learning, LLC (FKA Edgenuity, Inc.) and Issuance of a Purchase Order in an Estimated Amount of \$196,635.00

Attachments: [Imagine Learning Program Evaluation 7-28-26](#)
[Program Evaluation Form Imagine Learning Edgenuity](#)
[26-27 Imagine Learning Quote](#)
[Hernando County Courseware Renewal 26-27 Quote Imagine](#)
[Learning Edgenuity](#)
[Hernando County Courseware Wilton Simpson 26-27 Quote](#)
[279223](#)
[Standard Addendum to Agreements](#)
[Federal Terms and Conditions](#)
[State of Florida Affidavit](#)
[PUR 1355](#)
[Budget Sheet Imagine Learning](#)

46. [27-3947](#) Approve the renewal of Barracuda Cloud, to Howard Technology Solutions for email protection and authorize the purchase for \$56,000.00.

Attachments: [BARRACUDA - Quote](#)
[HOWARD - Bid](#)
[27-3947 Budget Sheet](#)

47. [27-3949](#) Approve the Purchase of Dual Enrollment Textbooks from Follett Higher Education and Authorize Purchase Orders in an Amount up to \$200,000.00

Attachments: [Budget Sheet Follet](#)

48. [27-3956](#) Approve the Renewal of Bid No. 25-805-01 RN: Physical Education/Athletic Supplies, Clothing & Equipment, Awarded to Multiple Vendors and Authorize the Purchase of Goods and/or Services for an Estimated Annual Amount of \$695,000.00

Attachments: [25 805 01 RN PE and Athletic 07 28 26](#)
[Budget Sheet Bid 25 805 01 RN](#)

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49. [27-3959](#) Approve the Adoption of K-12 World Languages, Health & Physical Education and Purchase of Instructional Materials from the Florida School Book Depository and Authorize the Issuance of Purchase Orders in an Estimated Amount of \$335,233.56
- Attachments:** [Hernando FL MS 678 Canvas Brief Overview](#)
[Hernando HOPE Core and Variation Canvas Presentation Brief Overview](#)
[2025 2026 K-12 Health and Physical Education Instructional Materials Adoption List](#)
[2025 2026 K-12 World Languages Instructional Materials Adoption List](#)
[Hernando Klett Spanish Quote](#)
[Hernando Wayside French Quote](#)
[Hernando Human Kinetics Quote](#)
[Budget Sheet World Lang Health PE](#)
50. [27-3960](#) Approve the Extension of the Piggyback of Pasco County Schools, RFP #20-047-ZM: Band/Chorus Uniforms and Concert Attire, Awarded to Multiple Vendors and Authorize Purchase Orders for an Estimated Annual Amount of \$300,000.00
- Attachments:** [23 200 44 PB EXT Band Uniforms 07 28 26](#)
[Budget Sheet Pasco PB](#)
51. [27-3961](#) Approve the piggyback of The Interlocal Purchasing System Agreement (TIPS USA), Region 8 ESC, RFP/Contract No. 260402: Food Service Management Tools (Including Software) awarded to EMS LINQ, LLC for an estimated annual expenditure of \$80,000.00.
- Attachments:** [Agenda 27-3961](#)
[Budget Sheet 27-3961](#)
52. [27-3964](#) Approval of the Purchase of SimCraft for Simulator Enhancements Supporting Cybersecurity and Information Technology Instruction and Authorize the Issuance of a Purchase Order in an Estimated Amount of \$65,000.00
- Attachments:** [HHS Apex3 Quote](#)
[Budget Sheet Simcraft](#)
53. [27-3966](#) Approve purchases of instructional material, technology and classroom enhancements from STEMfinity for the Career and Technical Education Program for an estimated amount of \$250,000.00
- Attachments:** [Classroom Instruction Material & Supplies \(06-23-2026\)](#)
[Budget Sheet STEMfinity](#)
54. [27-3967](#) Approve the piggyback of The Interlocal Purchasing System (TIPS), Region 8 Education Service Center (ESC), RFP/Contract No. 230105: Technology Solutions, Products, and Services, awarded to zSpace, Inc. and authorize the purchase of goods and services for an estimated annual spending of \$225,000.00.
- Attachments:** [27-204-04 PB zSpace \(07-28-2026\)](#)
[Budget Sheet zSpace](#)
-

All Other Safe Schools Agenda Items

55. [27-3862](#) Accept notification of the Florida School Safety Compliance Inspection Report for Quarter 4 to document compliance with safety requirements.

Attachments: [2025-2026_Q4_HERNANDO_District_Inspection_Report_07-28-26](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION**ADDENDUM ITEMS**

- *56. [26-3834](#) Enter a Final Order Expelling the Student in Case No. E2026-05-02 for one (1) year with educational services.

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

RESULT: ADOPTED

MOVER: Mark Johnson

SECONDER: Michelle Bonczek

AYES: Hawkins, Rodriguez, Bonczek, Duval, Johnson

CITIZEN INPUT ON GENERAL TOPICS (PINK SPEAKER FORMS)

57. [27-3972](#) Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Attachments: [Citizen Input Speaker Pink Form 031424 ACC](#)

Mr. Meyers read the instructions for this item. The following citizens came forward to speak: Gracie Mulrooney, and Kimberly Mulrooney.

INFORMATIONAL AGENDA ITEMS**GENERAL COUNSEL****SCHOOL BOARD COMMENTS****ADJOURNMENT**

The meeting was adjourned at 6:35 P.M.

Superintendent

Board Chair**Mission Statement**

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



Hernando School District

School Board Regular Meeting

Agenda Item # 3. 27-3998

8/11/2026

Title and Board Action Requested

Citizen Input on agenda items (Green Form)

Executive Summary

Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to an item for this meeting.

My Contact

Ray Pinder
Superintendent of Schools

2023-28 Strategic Focus Area

Priority 3: Community Connection

Financial Impact

There is no financial impact

AGENDA ITEM COMMENT FORM FOR SPEAKERS

Failure to complete this form or to sign below will prevent the Citizen Input form
from being presented to the Board Chair.

LEGAL NAME/**PRINTED**: _____

LEGAL ADDRESS: _____

PHONE: (____) _____

Identify agenda item to be addressed:

Ex.) Agenda item #: 10

Agenda item #: _____

Agenda item #: _____

Guidelines:

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the following Citizen's Input guidelines:

- The speaker will adhere to a three (3) minute time limit per speaker.
- Time may not be yielded to other speakers.
- The Chairperson has the authority to limit discussion if the subject is outside of the authority of the School Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.
- Materials or documents you wish to share with the School Board must be attached to this form.
- The Chairperson may deny all forms submitted after the School Board Meeting is called to order.
- The HCSD Code of Civility will be in effect at all times (see other side).
- The Board typically does not respond to remarks or questions made during Citizen Comments.

My signature is confirmation that I have read, understand, and agree to abide by all guidelines and HCSD Code of Civility:

Signature of speaker: _____

Chairperson's Approval of form: _____

FOR OFFICE USE ONLY:

Date Received: _____

Time Received: _____

Hernando County School Board

CODE OF CIVILITY

The education of our children depends on the ability of the community, parents and staff to share responsibilities, meaningful communication and welcomed participation. Civility reflects the ability of each person to affirm the collective worth of being respectful.

With that, all persons attending or speaking at a school board meeting shall:

- Listen carefully and respectfully
- Not use any offensive gestures, language or profanity
- Not use any threatening words or actions
- Not display any disruptive behaviors, temper or insulting/demeaning words
- Treat others as they would like to be treated
- Never bully, harass or abuse others

*Any lack of civility by any person will result in that person being directed by the Superintendent, or Chairperson, to leave the premises. Failure to follow a directive will result in law enforcement assistance.

Note: The Board typically does not respond to remarks or questions made during citizen input. While no immediate action will be taken by the Board, the Superintendent may follow up the inquiries/comments by directing staff to intervene.



Hernando School District

School Board Regular Meeting

Agenda Item # 4. 27-3985

8/11/2026

Title and Board Action Requested

Approval of the Personnel Recommendations

Executive Summary

The Director of Human Resources, on behalf of the Superintendent of Schools, hereby requests the Board approve the Personnel Recommendations as attached.

My Contact

Alexis Brown

Director of Human Resources

352-797-7070 Ext. 70445

brown_a1@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 2: Talent Management

Financial Impact

See attached budget sheet.

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

I. CONSENT AGENDA

A. Approval of Personnel Recommendation

1. Instructional Appointments and Approval of Probationary Contract

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>
Emma	Araoz	Teacher	CK8	08/04/26
Lea	Blair	Certified School Counselor	MES	08/04/26
Michelle	Brandon	Teacher	MES	08/04/26
Susan	Carollo	Teacher	SHES	08/04/26
Cyndee	Cason	Teacher	SHES	08/04/26
Brandon	Cockayne	Teacher	EES	08/04/26
Melanie	Cross	Teacher	WES	08/04/26
Brittany	Edwards	Teacher	WWK8	08/04/26
Madison	Hamblen	Teacher	SES	08/04/26
Richard	Hartwell	Teacher	FCMS	08/04/26
Jaden	Jones	Teacher	MES	08/04/26
Pamela	Kasten	Teacher	JDFES	08/04/26
Sloane	Kummer	Teacher	EK8	08/04/26
Laynee	Long	Teacher	CK8	08/04/26
Sarah	Mann	Teacher	WES	08/04/26
Caroline	Mascia	Speech / Language Pathologist	ESE	08/04/26
Toni	Mascia	Speech / Language Pathologist	ESE	08/04/26
Michael	Pena	Teacher	MES	08/04/26
Stevan	Rice	Teacher	FWSHS	08/04/26
Clara	Salazar	Teacher	EK8	08/04/26
Kevin	Schaeffer II	Teacher	CHS	08/04/26
Gladys	Vidal	Teacher	WWK8	08/04/26

2. Instructional Transfers

<u>First Name</u>	<u>Last Name</u>	<u>From</u>	<u>To</u>	<u>Date</u>
Kelly	Gilbert	Teacher, WWK8	Teacher, WES	08/05/26
Deborah	Koenig	Teacher, CES	Teacher, CK8	08/04/26
Cassandra	Peters	Teacher, WHMS	Teacher, WWK8	08/04/26
Melissa	Reyes	Teacher, EES	Teacher, FCMS	08/04/26
Brittany	Rhoads	Teacher, WES	Teacher, CK8	08/04/26

3. Instructional Separations

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>	<u>Type</u>
Franco	Colamarco	Teacher	CHS	06/02/26	Resignation
Kimberly	Congdon	Teacher	WWHS	06/02/26	Resignation
Katherine	Cubillo	Teacher	EK8	06/02/26	Resignation
Kaylee	La Placa	Teacher	MES	06/02/26	Resignation
Kelly	Pelfrey	Teacher	FCMS	06/02/26	Retirement
Nicole	Pezanowski	Teacher	MES	06/02/26	Resignation
Dustin	Thomas	Teacher	DSPMS	06/02/26	Resignation
Vontisha	Welter	Math Coach	Academic Services	06/02/26	Resignation

4. Non-instructional and Professional/Technical/Supervisory LeavesExtension of Previously Approved Leave

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
Mario	Vina	Environmental Services Technician III	SHES	07/01/26	08/10/26

Intermittent Leave

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
Gwen	Anderson	Human Resources Operations Specialist	Human Resources	07/01/26	06/30/27
Awilda	Rodriguez-Fonte	Supervisor of Risk, Benefits, & Wellness	Risk & Benefits	07/01/26	06/30/27

Return from Leave Early

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Return Date</u>
Robert	Pennell III	Environmental Services Technician I	HHS	07/27/26

5. Non-instructional and Professional/Technical/Supervisory Appointments

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>
Karen	Blaha	Paraprofessional	SES	08/10/26
Sara	Brenner	Food/Nutrition Assistant Specialist	BES	08/04/26

Joana	Rodriguez	Paraprofessional	SES	08/10/26
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6. Non-instructional and Professional/Technical/Supervisory Transfers

<u>First Name</u>	<u>Last Name</u>	<u>From</u>	<u>To</u>	<u>Date</u>
Denise	Donofrio	Food/Nutrition Assistant Specialist, WWHS	Food/Nutrition Assistant Specialist, WWK8	08/04/26
Sherry	Glinkowski	Food/Nutrition Services Associate, WWHS	Food/Nutrition Services Associate, CHS	08/10/26
Lisa	Herbert	Food/Nutrition Specialist, FCMS	Food/Nutrition Specialist, BES	08/04/26
Denise	Laquire	Food/Nutrition Lead Associate, EES	Food/Nutrition Lead Associate, BES	08/10/26
Christie	Marino	Paraprofessional, WHMS	Secretary II, WHMS	07/09/26
Jesus	Pinero	Maintenance Helper, Maintenance	Semi-Skilled Craftsman, Maintenance	07/13/26
Nicole	Piper	Food/Nutrition Leadership Intern, FNS	Food/Nutrition Lead Associate, PMS	08/10/26
Faimafili	Poole	Paraprofessional, WWK8	Paraprofessional, WWHS	08/10/26
Elizabeth	Robson	Food/Nutrition Services Associate, CHS	Food/Nutrition Services Associate, WWHS	08/10/26
Marlan	Sapp	Food/Nutrition Specialist, BES	Food/Nutrition Specialist, PMS	08/04/26
Tanya Kathryn	Stewart Trubenstein	Food/Nutrition Specialist, WWHS	Food/Nutrition Specialist, CES	08/04/26
Jessica	Ward	Food/Nutrition Specialist, NCTHS	Food/Nutrition Specialist, WWHS	08/04/26
Chongun	Webster	Food/Nutrition Services Associate, PMS	Food/Nutrition Services Associate, FCMS	08/10/26

7. Non-instructional and Professional/Technical/Supervisory Separations

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>	<u>Type</u>
Jennifer	Browning	Secretary II	FWSHS	07/23/26	Resignation
James	Johnston	School Safety Facilitator	Safe Schools	07/21/26	Resignation
Cindy	Kemp	Paraprofessional	SHES	05/29/26	Resignation
Megan	Klebbe	Accounting Specialist	Finance	07/23/26	Resignation
Virginia	Kretzer	Bookkeeper	NCTHS	07/09/26	Deceased
Cameron	Lucier	Paraprofessional	WWHS	05/29/26	Resignation
Kelsey	Murphy	Paraprofessional	PGES	05/26/26	Resignation
Ashley	Okelly	Paraprofessional	NCTHS	05/29/26	Resignation
Dania	Perez Osorio	Environmental Services Technician I	CK8	07/23/26	Resignation
Eugene	Williams	Environmental Services Technician I	WWK8	07/08/26	Resignation
Robert	Williamson	Secretary I	WWHS	08/03/26	Resignation

8. Other

Additional Duty, and/or Additional Days/Hours

<u>Name</u>	<u>Position - Site</u>	<u>Activity</u>	<u>Date</u>	<u>Total Hrs</u>	<u>Funding</u>
Pamela Barron	Students & Families in Transition Specialist, Title I	Back to School Wellness Fair (SFIT Support)	08/08/26	4.5	Title I
Summer Clark	Certified School Counselor, WWHS	Additional Summer Hours - Counselor	06/03/26	77.5	Summer School
Kathleen DiLorenzo-Francis	Teacher, Professional Learning	New Teacher Orientation	07/20/26	40	Title II

Debra Kelly	Students & Families in Transition Unaccompanied Youth Specialist, Title I	Back to School Summer Resource Event (SFIT Support)	07/11/26	4.5	Title I
Carrie LaBarge	Teacher, DSPMS	Title I Liaison Training	07/22/26	5	Title I
Deirdre Longo	Teacher, Professional Learning	New Teacher Orientation	07/20/26	40	Title II
James Richter	Certified School Counselor, WWHS	Additional Summer Hours - Counselor	07/03/26	77.5	Summer School
Leslie Salinas	Teacher, Professional Learning	New Teacher Orientation	07/20/26	40	Title II
Vanessa Torres	Students & Families in Transition Specialist, Title I	SFIT Summer Work	07/13/26	96	Title I
Jodi Twardosky	Teacher, BES	Summer Facilitated Lesson Planning	07/13/26	6	Title I
Jennifer Vonperbandt	Certified School Counselor, WWHS	Additional Summer Hours - Counselor	06/03/26	77.5	Summer School
Terri Washington	Teacher, EK8	Title I Liaison Training	07/22/26	5	Title I
Maria Woop	Teacher, WES	Title I Liaison Training	07/22/26	5	Title I
Jacqueline Young	Teacher, BES	Summer Facilitated Lesson Planning	07/13/26	6	Title I

Adult Education Part Time Teacher(s) for 2026-2027 Year

<u>First Name</u>	<u>Last Name</u>
Quynh	Mai

Part-time Hernando eSchool Teacher(s) for 2026-2027 Year

<u>First Name</u>	<u>Last Name</u>
Edward	LaRose IV
Ana	Ridenour

Approve In-District Trainers

<u>First Name</u>	<u>Last Name</u>
Aimee	Crisp
Tina	Deets
Kathleen	DiLorenzo-Francis
Nadia	Helton King
Vanessa	Hurd
Deirdre	Longo
Leslie	Salinas

9. Supplements - see attached list(s)**Running Total (Per Attached List) 2026-2027 School Year**

\$	907,000.00	Instructional
\$	75,163.45	Noninstructional
\$	982,163.45	Sub-Total
\$	220,397.48	Benefits (22.44%)
\$	1,202,560.93	Total

Vacancies

School Instructional 78
Department Instructional 11
Non-Instructional 57

NONINSTRUCTIONAL, PROFESSIONAL/TECHNICAL & ADMINISTRATIVE SUPPLEMENTS 2026-2027			
		Board Action 8/11/2026	
Reeck, Ronald	Maintenance	Crew Chief	\$ 2,000.00
Romero, Cesar	Maintenance	Crew Chief	\$ 2,000.00
Harvey, Christine	Maintenance	Crew Chief	\$ 2,000.00
Mathis, Joel	Maintenance	Crew Chief	\$ 2,000.00
Mock, Charles R.	Maintenance	Crew Chief	\$ 2,000.00
Lamphier, Larry	Maintenance	Crew Chief	\$ 2,000.00
Pope, Shawn	Maintenance	Crew Chief	\$ 2,000.00
Hughes, Melvin	Maintenance	Crew Chief	\$ 2,000.00
Griffith, Michael	Maintenance	Crew Chief	\$ 2,000.00
Sapp, Johnny	Maintenance	Crew Chief	\$ 2,000.00
Healion, John	Maintenance	Crew Chief	\$ 2,000.00
Ralph, Ronald	Maintenance	Crew Chief	\$ 2,000.00
Tracy, Justin	Maintenance	Crew Chief	\$ 2,000.00
Garcia-Vargas	Student Svcs	Translation	\$ 996.00
Diaz, Jesse	Academic Svcs	Translation	\$ 996.00
Roberts, Donald	Warehouse	Crew Chief	\$ 2,000.00
Graves-Wells, Javonkah	Print Shop	Crew Chief	\$ 2,000.00
Figueroa Rodriguez, Shanika	Federal Programs	Translation	\$ 996.00
		Total From Previous Agenda 7/28/2026	\$ 42,175.45
		Total Noninstructional/PTS/Adm. Supplements	\$ 75,163.45



Hernando School District

School Board Regular Meeting

Agenda Item # 5. 27-3940

8/11/2026

Title and Board Action Requested

Approval to amend the contract with WANRACK for fiber services.

Executive Summary

The director of Technology and information Services, on behalf of the Superintendent of Schools, hereby requests the Board approve a corrected contract for fiber services from WANRACK. The sole purpose of this correction is to clarify that the services provided under the agreement have always been and continue to be dark fiber services, rather than lit fiber services, to accurately reflect the services currently being delivered and to ensure compliance with E-Rate program requirements and documentation.

This correction is administrative in nature and does not alter the scope of work, pricing, contract term, service locations, responsibilities of either party, or any other provisions of the original agreement. The amendment simply aligns the contractual language with the actual services being provided and supports accurate E-Rate reporting and compliance.

My Contact

Joseph Amato

Director of Technology and Information Services

(352) 797-7006 ext.: 70102

2023-28 Strategic Focus Area

Priority 5: Fiscal Transparency and Capital Planning

Financial Impact

See attached budget sheet.

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

WIDE AREA NETWORK LEASING AND SERVICES AGREEMENT

This Wide Area Network Leasing and Services Agreement is entered into this 5th day of May, 2018, between Hernando County School District (the "Lessee") and WANRack, LLC ("WANRACK") a Delaware LLC.

WHEREAS, WANRACK is in the business of leasing Wide Area Network facilities ("WAN Facilities") and providing telecommunications and Internet access services ("WAN Services"); and

WHEREAS, the Lessee desires for WANRACK to provide leased WAN Facilities and WAN Services to the Lessee.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term and Termination.**

a. **Term.** The term of this Agreement ("Term") will commence with the date on which WANRACK first provides the WAN Services hereunder and continue for a period of ten (10) years with a ten (10) year voluntary renewal. WANRACK will confirm the commencement date and expiration date of the Term, upon completion of installation, by providing Lessee with a commencement letter, which letter shall serve as final confirmation that the WAN Facilities have been installed. The second voluntary ten-year term shall commence upon the expiration of first ten (10) year term if both parties have consented in writing to the continuation of this Agreement for the second voluntary ten-year term prior to the expiration of the initial term. If there has been no mutual consent for continuation, then the Agreement will terminate upon the expiration date of the first ten (10) year term.

b. **Termination.** Either party may terminate this Agreement prior to expiration of the Term only For Cause by giving written notice to the other party, and this Agreement will be terminated immediately upon such notice. As applied to the Lessee, "For Cause" means (i) the Lessee's failure or refusal to make any payment due to WANRACK hereunder within 10 days after the Lessee receives written notice from WANRACK of such failure or refusal, or (ii) the Lessee's continuing failure or refusal to perform any other material obligation under this Agreement within thirty (30) days after Lessee receives written notice from WANRACK of such failure or refusal. As applied to WANRACK, "for cause" means (i) WANRACK's continuing failure or refusal to perform any material obligation under this Agreement, within thirty (30) days after WANRACK receives written notice from Lessee of such failure or refusal, or (ii) willful misconduct, embezzlement, or other illegal or unethical acts by WANRACK.

c. **Effect of Termination.** If this Agreement is terminated by WANRACK For Cause, WANRACK will be entitled to recover as damages all fees that would have been payable to WANRACK under this Agreement for its full Term. In the event the Lessee terminates this Agreement for any or no reason prior to the maturity date, the Lessee agrees to pay any outstanding and remaining monthly recurring charges for the current fiscal year.

d. Upon the termination or expiration of this Agreement for any or no reason, WANRACK will have the right to remove any WAN Facilities located at facilities under the Lessee's control, and the parties agree to cooperate in effecting any such removal by WANRACK, as WANRACK may reasonably direct. Notwithstanding the foregoing, following such termination or expiration, WANRACK may elect to leave in place any WAN Facilities located at facilities and properties under the Lessee's control, and to use such WAN Facilities for other customers. In the event that WANRACK elects to so leave in place any WAN Facilities, the Lessee agrees to provide WANRACK with continued access to Lessee facilities for maintenance purposes.

2. Obligations of WANRACK.

a. **Services and Facilities.** WANRACK agrees to lease the WAN Facilities to the Lessee, and to provide the WAN Services to the Lessee, in accordance with the terms of this Agreement, as more fully described in Schedule A attached hereto. Any changes in the WAN Facilities or the WAN Services, or any additional services to be provided by WANRACK to the Lessee, will be set forth in a change order or other document signed by both the Lessee and WANRACK.

b. **E-Rate Program.** If requested by the Lessee, WANRACK will work together with the Lessee to participate in the Schools and Libraries Program of the Universal Service Fund (the "E-Rate Program"), and in particular the parties will cooperate in maximizing the discounts available to the Lessee under the E-Rate Program in respect of the WAN Facilities and the WAN Services. However, notwithstanding the foregoing, the participation of the Lessee in the E-Rate Program is not a condition to either party's obligations under this Agreement.

c. **Delivery and Installation.** WANRACK will deliver, install, configure, and maintain the WAN Facilities, and the parties agree to coordinate and cooperate to schedule, facilitate, and carry out all delivery, installation, configuration, and maintenance activities. Without limiting the generality of the foregoing, the parties agree as follows:

i. **Staging, Storage, and Access.** During the installation of the WAN Facilities, the Lessee agrees to provide WANRACK with (i) suitable staging and storage areas at Lessee facilities for relevant equipment, materials, and components and (ii) such access to Lessee facilities as may be necessary to efficiently carry-out the installation, as reasonably determined by WANRACK, provided that such access must be scheduled with the Lessee in advance and, unless otherwise agreed by the Lessee, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. Lessee personnel may accompany WANRACK personnel during any installation work at any Lessee facility.

ii. **Site Preparation.** Prior to the installation of WAN Facilities, the Lessee will clean and otherwise prepare all installation sites and will continue to maintain those sites (but not, for clarity, the WAN Facilities) following such installation.

iii. **Debris Removal; Restoration.** WANRACK will remove from installation sites all debris resulting from the installation of WAN Facilities, including as appropriate by moving such debris to trash receptacles maintained by the Lessee. The Lessee will be responsible for trash removal from such receptacles. WANRACK will restore all landscaping disturbed by the WANRACK's installation, maintenance, or removal activities. The Lessee will be responsible for landscape watering, including at restored landscaping sites.

iv. **Planning.** Appropriate representatives of WANRACK and the Lessee will meet approximately one month prior to the installation of the WAN Facilities, and otherwise as necessary, to formulate and finalize the installation methodology and configuration design for the WAN Facilities. The parties agree to work cooperatively and reasonably in this process.

v. **Timeline.** WANRACK and the Lessee agree to the installation and configuration timeline set forth in Schedule A attached hereto. The Lessee agrees to all reasonable extensions of the installation timeline necessitated by the actions or inactions of the Lessee or otherwise resulting from circumstances beyond WANRACK's control.

vi. **Special Needs.** If additional labor or materials are needed to install or maintain the WAN Facilities due to unusual site requirements or other special needs or characteristics of the Lessee or its facilities, as reasonably determined by mutual agreement between Lessee and WANRACK, the Lessee will reimburse WANRACK for any corresponding extra costs incurred by WANRACK to address those requirements, needs, or characteristics.

vii. **Non-WAN Facilities.** The Lessee is responsible for the installation, configuration, and maintenance of all facilities and components that are not WAN Facilities. At the Lessee's request, WANRACK may install, configure, and maintain such facilities and components, subject to WANRACK's standard charges, terms, and conditions.

viii. **Deviations.** If, prior to or during the installation process, WANRACK, in its reasonable judgment, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the Lessee for its approval, which the Lessee may not unreasonably withhold or delay; provided, however, that WANRACK reserves the right to make, without such approval, changes in fiber routing, conversion from underground to overhead configuration to avoid obstructions, and other immaterial modifications to the final installation methodology and design.

ix. **Substitute Materials.** In the event any materials or components of or relating to the WAN Facilities are not available for timely delivery and installation, WANRACK may substitute materials or components of equivalent or superior functionality and performance.

d. **Manuals.** Where relevant, WANRACK will furnish to the Lessee with applicable manuals and instruction documentation provided by manufacturers and vendors.

e. **Maintenance.** WANRACK is responsible for maintaining the WAN Facilities. The Lessee agrees to provide WANRACK with such access to its facilities as may be necessary to efficiently carry out its maintenance activities, as reasonably determined by WANRACK, provided that, when practicable, (i) such access must be scheduled with the Lessee in advance and (ii) unless otherwise agreed by the Lessee, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. Lessee personnel may accompany WANRACK personnel during any maintenance work at any Lessee facility.

f. **Representations.** WANRACK represents and warrants to Lessee that: (i) it will comply with all applicable laws in installing the WAN Facilities and providing the WAN Services; (ii) this Agreement has been duly authorized, executed, and delivered by WANRACK, and (iii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of WANRACK or any agreement or instrument to which WANRACK is a party or by which WANRACK is bound

g. **Condition of WAN Facilities and WAN Services.** WANRACK makes no representation or warranty whatsoever regarding facilities and components that are not WAN Facilities, or regarding services that are not WAN Services. At the Lessee's request, WANRACK agrees to work on behalf of the Lessee to resolve warranty claims and other problems regarding such facilities and services, for a reasonable fee. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WANRACK DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE WAN SERVICES AND THE WAN FACILITIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LESSEE ACKNOWLEDGES THAT THE WAN FACILITIES AND WAN SERVICES ARE PROVIDED AS-IS, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

3. **Compensation to WANRACK.** The Lessee will pay for the leased WAN Facilities and the WAN Services in the amounts set forth on Schedule A attached hereto, and otherwise in accordance with Schedule A and this Section.

a. **Due Dates.** All fees will be paid no later than 30 days following the payment date specified on Schedule A, or if Schedule A does not specify a payment date, then no later than 30 days following the receipt by the Lessee of an invoice from WANRACK. In the event that any fees are payable on a monthly basis (or otherwise on a regular schedule), the fee for any partial month (or other relevant period) will be pro-rated accordingly.

b. **Late Payments.** Late payments will incur a late payment charge of (i) 1.5% for every month or partial month that the payment is late or (ii) if less, the maximum late payment charge permissible under applicable law.

c. **Changes in WAN Facilities and WAN Services.** If the WAN Facilities or WAN Services are changed, or WANRACK provides any additional services to the Lessee, the parties, acting reasonably, will agree on an appropriate adjustment or supplement to the fees.

d. **Taxes and Additional Charges.** All applicable federal, state, local use, excise, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities charged to or against WANRACK or the Lessee because of the services furnished by WANRACK shall be assessed to and paid by the Lessee. The Lessee shall be required to provide documentation evidencing its' exemption from any such taxes or fees.

4. **Obligations and Representations of Lessee.**

a. **Security.** The Lessee is solely responsible for providing security services in respect of the WAN Facilities located at or on Lessee facilities or properties. The Lessee will provide such security services in a commercially reasonable manner, in light of all security considerations applicable to the relevant facility or property.

b. **Lessee Personnel.** The Lessee will ensure that its personnel and contractors, at all times, (i) are educated and trained in the proper use and operation of the WAN Facilities for the WAN Services (ii) follow applicable operations and instruction manuals.

c. **Electrical Circuits and Energy.** The Lessee will provide all electrical circuits and all electrical energy required for the installation and operation of the WAN Facilities at the sole cost of the Lessee.

d. **Insurance.** The Lessee will procure and maintain insurance policies covering all loss and damage in respect of the WAN Facilities located at facilities under the Lessee's control, including without limitation all materials and components located at Lessee facilities prior to, during, or after the installation process, with appropriate coverage limits and other terms and conditions. The Lessee will cause such insurance policies (i) to name WANRACK as an additional insured, (ii) to be endorsed to require at least 30 days notice to WANRACK prior to the effective date of any termination or cancellation of coverage, and (iii) to provide that in the event of any payment of any loss or damage thereunder, the insurers will have no rights of recovery against WANRACK. Upon request by WANRACK, the Lessee agrees to provide proof of insurance meeting the requirements of this Section.

e. **Representations.** The Lessee represents and warrants to WANRACK that: (i) the WAN Facilities and the WAN Services meet the Lessee's requirements; (ii) the Lessee will operate and use the WAN Facilities and the WAN Services in compliance with all applicable law; (iii) this Agreement has been duly authorized, executed, and delivered by the Lessee; and (iv) the execution, delivery, and performance of this Agreement does not and will not conflict with, breach, or otherwise

violate any of the organizational or governing documents of the Lessee or any agreement or instrument to which the Lessee is a party or by which the Lessee is bound.

5. Ownership of WAN Facilities; Confidentiality.

a. **Ownership.** The parties acknowledge and agree that the WAN Facilities are owned by WANRACK and will continue to be owned by WANRACK following the expiration or termination of this Agreement. The Lessee has no option or other right to purchase or otherwise acquire the WAN Facilities from WANRACK. The Lessee acknowledges and agrees that: (i) WANRACK may use the WAN Facilities for other customers, however WANRACK shall not use the fibers and/or bundles designated for Lessee other than for the benefit of Lessee (ii) the Lessee may not make any alterations or attachments to the WAN Facilities without WANRACK's prior written consent, (iii) WANRACK has no maintenance or other obligations whatsoever with respect to any alterations or attachments made to the WAN Facilities by the Lessee, (iv) if WANRACK provides any maintenance or other services in respect of any such alterations or attachments, WANRACK will provide such services subject to its standard charges, terms, and conditions, (v) WANRACK is not responsible for any malfunction, non-performance, or performances degradation of the WAN Facilities, or any inability of WANRACK to satisfy its obligations under this Agreement, caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the Lessee, or any other action by the Lessee, and (vi) the Lessee is solely responsible for, and agrees to indemnify WANRACK against, all claims and damages caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the Lessee.

b. **Confidentiality.** Each party acknowledges (a) that it will have access to confidential information of the other party, (b) that such information constitutes valuable, special, and unique property of the other party, and (c) that no right or license is granted to such party with respect to such information, except as specifically set forth in this Agreement. Each party agrees that it will not at any time, in any manner whatsoever, whether directly or indirectly, disclose to any person or entity, or use, any confidential information of the other party, except as required by law or as necessary for the performance or enforcement of this Agreement. For purposes of this Agreement, the term "confidential information" means all non-public and proprietary information of or concerning one party that is disclosed or made available to the other party (including its employees or other representatives), including, without limitation, the terms of and prices under this Agreement and any non-public information concerning a party's business, operations, plans, processes, products (including related manuals and support materials), systems, marketing information, diagnostics, specifications, know-how, personnel, patrons, students, or data of any kind. The parties agree that the terms of this Agreement shall constitute "confidential information". Each party will ensure that its employees and other representatives comply with the confidentiality obligations under this Agreement. Each party agrees that it will not copy the confidential information of the other party other than on an "as necessary" basis in connection with the performance or enforcement of this Agreement. Upon the request of other party, or upon the termination or expiration of this Agreement, each party agrees to return or destroy any confidential information of the other party in its possession. Furthermore, the Lessee agrees to promptly notify WANRACK for any open records/public information request that it may receive concerning this Agreement, pricing or any confidential information and allow WANRACK opportunity to analyze and oppose release of requested information as may be provided by law. The parties acknowledge that remedies at law may be inadequate to protect against any actual or threatened breach of the confidentiality obligations under this Agreement, and, without prejudice to any other rights and remedies otherwise available, agree to the granting of injunctive relief without proof of actual damages. The parties agree that the foregoing obligations regarding confidentiality will survive the termination or expiration of this Agreement.

6. **Miscellaneous.**

a. **Independent Contractor.** The parties agree that WANRACK is an independent contractor with respect to the Lessee. Nothing contained herein may be construed as making the parties hereto partners or joint venturers or creating a principal and agent relationship. WANRACK has no authority to create any obligation or responsibility on behalf of, or in the name of, the Lessee, or otherwise to bind the Lessee in any way. Likewise, the Lessee has no authority to create any obligation or responsibility on behalf of, or in the name of, WANRACK, or otherwise to bind WANRACK in any way.

b. **Notice.** Any notice, demand, waiver, or consent under this Agreement must be in writing and delivered by facsimile (receipt confirmed), by prepaid registered or certified mail (with return receipt requested), or by a national overnight courier service, addressed as set forth below. All such notices, demands, waivers, and consents will be effective upon receipt or refusal of delivery, whichever occurs first. Either party may change its address or facsimile number by giving notice to the other party in accordance with this Section.

If to WANRACK:	WANRack, LLC 15700 College Blvd, Suite 200 Lenexa, KS 66227
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If to the Lessee:	Hernando County School District Attn: Superintendent 919 N Broad Street Brooksville, FL 34601
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c. **Force Majeure.** Neither party will be liable for the failure to fulfill its non-monetary obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; fiber cut caused by a third party without any negligence by WANRack and such third party is not a subcontractor, agent or representative of WANRack, this does not relieve WANRack of any obligation to repair and maintain the WAN Facilities as outlined in this Agreement, and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, neither party will be liable for delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items needed for the installation or operation of the WAN Facilities.

d. **Waiver of Jury Trial; Limitation on Damages.** Each party waives trial by jury with respect to any dispute regarding or arising under this Agreement. WANRACK will not be liable to the other party for any indirect or consequential damages, including but not limited to, lost profits or business revenue, lost business, failure to realize expected savings, lost or damaged data, other commercial or economic loss of any kind, whether such damages are foreseeable by either party. Each party agrees that, prior to taking any legal action, regardless of its form, relating to or arising under this Agreement, it will work in good faith with the other party in an effort to resolve the disputed matter.

e. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction (i) will be deemed modified to reflect the intent of

the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest permissible extent and (ii) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

f. **Governing Law; Construction.** This Agreement shall be governed by the laws of the State of Florida and venue for any lawsuit concerning this Agreement or the services provided hereunder shall be in the appropriate courts of Hernando County, Florida. This Agreement is to be construed as the joint and equal work product of each party and may not be interpreted more or less favorably in respect of either party on account of its preparation or drafting.

g. **Assignment; Successors.** This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties to this Agreement; provided, however, that neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which may not withhold or delay its consent unreasonably. Notwithstanding the preceding sentence, WANRACK may, without the Lessee's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of WANRACK's assets. Any purported assignment prohibited by this provision will be null and void.

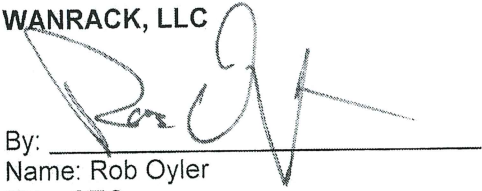
h. **Waiver.** Any failure or delay by either party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy. Any waiver by either party of any right or remedy under this Agreement must be in writing and signed by the party waiving the right or remedy.

i. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, including any documents exchanged between the parties during any request for proposal or bidding process. Any amendment to this Agreement must be in writing and signed by both parties.

j. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute but one and the same instrument. This Agreement may be delivered by facsimile transmission of signed signature pages, with executed originals to follow by overnight courier or certified mail (return receipt requested).

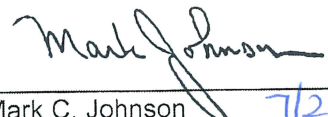
The parties execute this Agreement effective as of the day and year first above written.

WANRACK, LLC

By: 

Name: Rob Oyler
Title: CEO

Hernando County School District:

By: 

Name: Mark C. Johnson
Title: Board Chair

7/24/18
Approved as to Form

Nancy McClain Alfonso

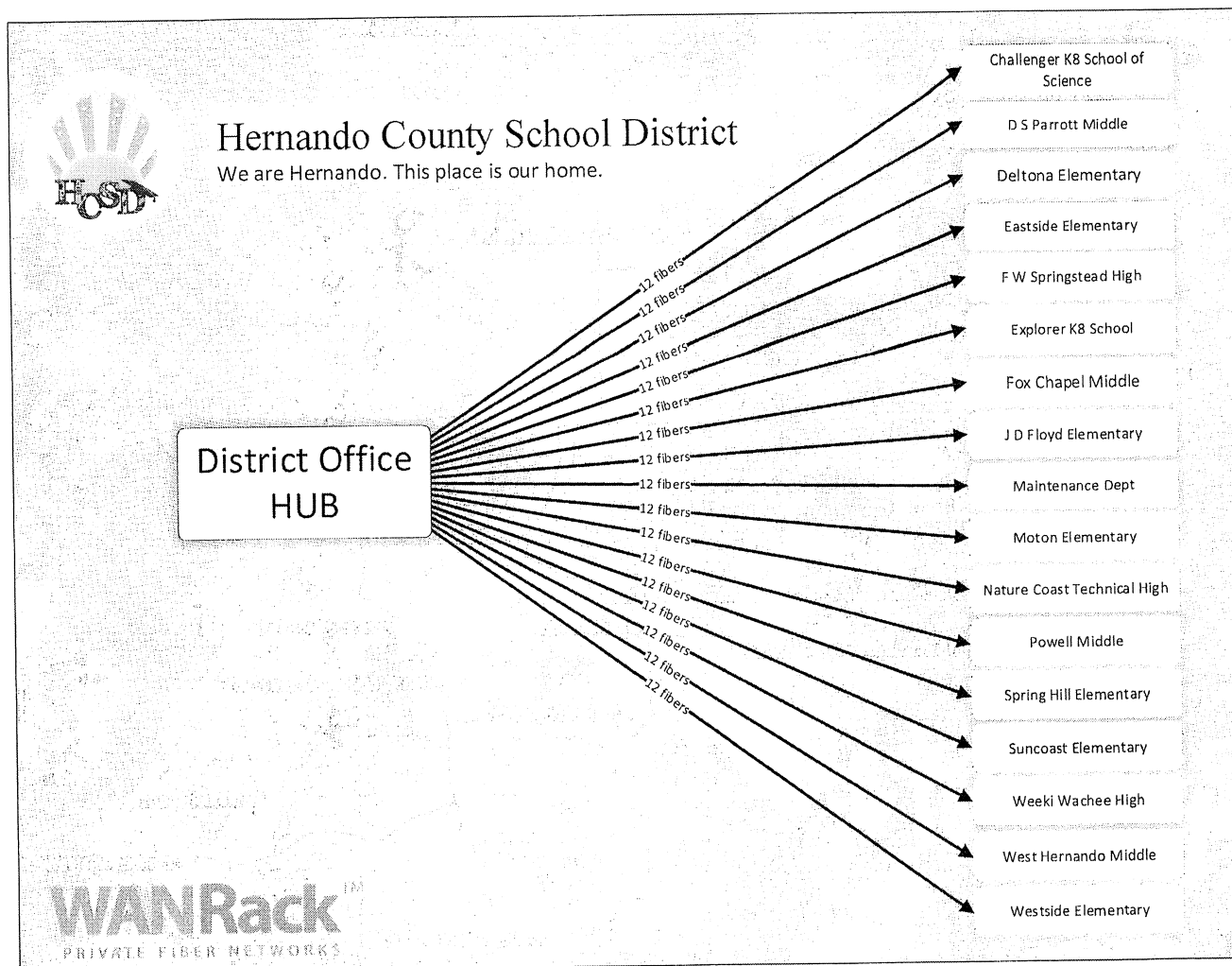
General Counsel, HCSB

Schedule A

WAN Facilities and WAN Services

Lit leased service over fiber optic wide area network (WAN). Point to Point 10 Gig service from the Hub location located at the District Office, 919 N Broad Street, Brooksville, FL 34601 to the following edge sites:

1. Challenger K8 School	13400 Elgin Blvd Spring Hill 34609	12 Fibers
2. D S Parrott Middle School	19220 Youth Dr Brooksville 34601	12 Fibers
3. Deltona Elementary School	2055 Deltona Blvd Spring Hill 34606	12 Fibers
4. Eastside Elementary School	27151 Roper Rd Brooksville 34602	12 Fibers
5. Explorer K8 School	10252 Northcliffe Blvd Spring Hill 34607	12 Fibers
6. F W Springstead High School	3300 Mariner Blvd Spring Hill 34609	12 Fibers
7. Fox Chapel Middle School	9412 Fox Chapel Ln Spring Hill 34606	12 Fibers
8. J D Floyd Elementary School	3139 Dumont Ave Spring Hill 34609	12 Fibers
9. Maintenance Dept	8008 Mobley Rd Brooksville 34601	204 Fibers
10. Moton Elementary School	7175 Emerson Rd Brooksville 34601	12 Fibers
11. Nature Coast Technical High School	4057 California St Brooksville 34604	12 Fibers
12. Powell Middle School	4100 Barclay Rd Brooksville 34609	12 Fibers
13. Spring Hill Elementary School	6001 Mariner Blvd Spring Hill 34608	12 Fibers
14. Suncoast Elementary School	11135 Quality Dr Spring Hill 34609	12 Fibers
15. Weeki Wachee High School	12150 Vespa Way Weeki Wachee 34614	12 Fibers
16. West Hernando Middle School	14325 Ken Austin Pkwy Bksv 34613	12 Fibers
17. Westside Elementary School	5400 Applegate Dr Spring Hill 34606	12 Fibers
18. District Office	909 N. Broad Street, Brooksville, 34601	204 Fibers



Installation Timeline

This contract is contingent upon the FCDL from E-Rate, State DCP Match and approval and funding by the School Board of Hernando County. After the receipt of the FCDL, the anticipated delivery of service shall occur approximately (180) days after the acquisition of all necessary permits, licenses pole attachment agreements and rights of way to complete the project. WANRack and Lessee further agree and acknowledge that turn-ups will be scheduled to ensure that there will be no early termination fees charged to Lessee by their current service provider.

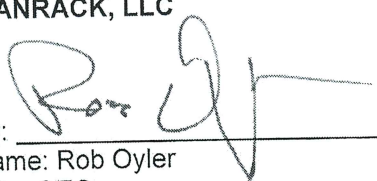
Fees and Payment Schedule

1. **Installation or Other Up-Front Fees** – \$3,500,000.
2. **Monthly Fees** - Monthly lease payments of \$17,409 beginning upon the delivery of service and continuing for a term of 120 months, and thereafter monthly lease payments of \$5,222.70 continuing for an additional 120 months during the term of the second voluntary term of 120 months beginning upon the expiration of the first 120 month term.
3. **Other Fees** - All applicable federal, state, local use, excise, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the Lessee in addition to the regular charges under this Agreement unless exempt.

Other Fees

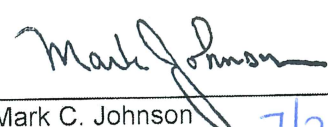
All applicable federal, state, local use, excise, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the Lessee in addition to the regular charges under this Agreement unless exempt and exemption certificate is received prior to first bill.

The parties execute this Schedule A to the Agreement effective as of the 5th day of May, 2018.

WANRACK, LLCBy: 

Name: Rob Oyler

Title: CEO

Hernando County School District:By: 

Name: Mark C. Johnson

Title: Board Chair

7/24/18

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

AMENDED AND RESTATED
WIDE AREA NETWORK LEASING AND SERVICES AGREEMENT

This Amended and Restated Wide Area Network Leasing and Services Agreement (this “Agreement”) is entered into this 8th day of July 2026, between HERNANDO COUNTY SCHOOL DISTRICT (the “District”) and WANRACK, LLC, a Delaware limited liability company (“WANRack”), and will become effective as of July 1, 2026 (the “Effective Date”). The District and WANRack are sometimes referred to individually in this Agreement as a “Party” and collectively as the “Parties.” Capitalized terms not defined herein shall have the meanings assigned to them in the Initial Agreements (defined below).

WHEREAS, the District and WANRack have entered into three Wide Area Network Leasing and Services Agreements (“WAN”) and amendments as follows: (1) WAN dated May 5, 2018, for service from the District’s hub site District Office located at 919 N Broad Street, Brooksville, FL 34601 (the “Hub Site”) to seventeen (17) edge sites; (2) WAN dated December 1, 2020, adding service to 900 Emerson Road, Brooksville, FL 34601 and increasing the monthly lease payments in accordance with the requirements of the E-Rate Program; (3) First Amendment to WAN dated October 24, 2023, adding Wilton Simpson Technical College and increasing the monthly lease payments in accordance with the E-Rate Program; (collectively, the “Initial Agreements”), pursuant to which WANRack agreed to provide and maintain wide area network connectivity, facilities and services to the District; and

WHEREAS, the Parties desire to amend and restate the Initial Agreements on the terms and conditions set forth in this Agreement and replace the Initial Agreements in their entirety with this Agreement, as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **WAN Facilities and Services.** WANRack agrees to lease the WAN Facilities (defined below) and provide the WAN Services to the District, each as more specifically described on Schedule A attached hereto, and the District agrees to pay for such WAN Services, all in accordance with the provisions of this Agreement. The WAN Services include the provision, maintenance and support (collectively, the “WAN Services”) of the equipment, fiber optic cable strands and other facilities (collectively, the “WAN Facilities”) specifically identified on Schedule A or otherwise provided by WANRack in connection with the WAN Services, which facilities shall at all times remain the property of WANRack. Any changes in the WAN Facilities or the WAN Services, or any additional services to be provided by WANRack to the District, will be set forth in a change order or other document signed by both WANRack and the District. Notwithstanding the foregoing, the District may from time to time request that WANRack add District sites to the WAN Facilities at the same per site monthly lease payment, and any special construction or other upfront fees will be added at the same cost per foot, as those fees listed on Schedule B. If WANRack cannot connect a site requested by the District within the special construction rules under the E-Rate Program (as defined in Section 5.a below) due to distance or otherwise, the District may file a new Form 470 to solicit quotes for such sites.

2. **Commencement Date.** The WAN Services commenced on August 1, 2019, (the “Initial Commencement Date”) which was the date WANRack completed procurement, construction and testing of the WAN Facilities, as confirmed by the commencement letters provided by WANRack to the District. Such letters served as (i) final confirmation that the WAN Facilities had been installed and were operational, and (ii) notice of commencement of billing of the Monthly Fees. The WAN Services pursuant to this Agreement shall commence on July 1, 2026 (the “Commencement Date”).

3. **Term and Termination.**

a. Term. The initial term of this Agreement (“Initial Term”) will commence on which WANRack first provides the WAN Services hereunder and continue for a period of ten (10) years with a ten (10) year voluntary renewal. WANRack will confirm the commencement date and expiration date of the Term, upon completion of installation, by providing the District with a Commencement letter, which letter shall serve as final confirmation that the WAN Facilities have been installed. The second voluntary ten-year term shall commence upon the expiration of the first ten (10) year term if both parties have consented in writing to the continuation of this Agreement for the second voluntary ten-year term prior the expiration of the initial term. If there has been no mutual consent for continuation, then the Agreement will terminate upon the expiration date of the first ten (10) year term.

b. Termination for Cause. Either Party may terminate this Agreement prior to expiration of the Term only for Cause (as defined below) by giving written notice to the other Party, and this Agreement will be terminated immediately upon delivery of such notice, as follows:

(i) *By WANRack.* As it relates to termination by WANRack, “Cause” means (a) the District’s failure or refusal to make any payment due to WANRack under this Agreement within ten (10) days after the District receives written notice from WANRack of such failure or refusal, or (b) the District’s continuing failure or refusal to perform any other material obligation under this Agreement within thirty (30) days after the District receives written notice from WANRack of such failure or refusal.

(ii) *By the District.* As applied to a termination notice delivered by the District, “Cause” means WANRack’s continuing failure or refusal to perform any material obligation under this Agreement within thirty (30) days after WANRack receives written notice from the District of such failure or refusal.

c. Effect of Termination. Upon any termination or expiration of this Agreement, WANRack will cease providing the WAN Services and will have the right, but not the obligation, to remove any WAN Facilities located at facilities under the District’s control, and the Parties agree to cooperate in effecting any such removal, as WANRack may reasonably request. If this Agreement is terminated by WANRack for Cause, without limiting any other rights available under the circumstances, WANRack will be entitled to recover as damages all fees that would have been payable to WANRack under this Agreement for the full Term (including any Renewal Term(s)). Termination or non-renewal of this Agreement will not affect the District’s obligation to pay all fees and charges due and owing to WANRack as of the date of termination or non-renewal.

4. **Payments.** The District will pay for the leased WAN Facilities and the WAN Services in the amounts set forth on Schedule B attached hereto, and otherwise in accordance with Schedule B and this section.

a. Due Dates. All fees will be paid no later than thirty (30) days following the payment date specified on Schedule B, or if Schedule B does not specify a payment date, then no later than thirty (30) days following the receipt by the District of an invoice from WANRack. In the event that any fees are payable on a monthly basis (or otherwise on a regular schedule), the fee for any partial month (or other relevant period) will be pro-rated accordingly.

b. Late Payments. Late payments will incur a late payment charge of (i) 1.5% for every month or partial month that the payment is late or (ii) if less, the maximum late payment charge permissible under applicable law.

c. Taxes and Additional Charges. All applicable federal, state or local use, excise, sales, occupation or privilege taxes, duties, regulatory fees, permit fees, franchise fees or similar liabilities charged to or against WANRack or the District because of the services furnished by WANRack shall be assessed to and paid by the District unless exempt. The District shall be required to provide documentation evidencing its exemption from any such taxes or fees.

5. **Obligations of WANRack.**

a. E-Rate Program. If requested by the District, WANRack will work together with the District to participate in the Schools and Libraries Program of the Universal Service Fund (the “E-Rate Program”), and in particular the parties will cooperate in maximizing the discounts available to the District under the E-Rate Program in respect of the WAN Facilities and the WAN Services. Notwithstanding the foregoing, except as expressly set forth in this Agreement, the participation of the District in the E-Rate Program is not a condition to either party’s obligations under this Agreement.

b. Maintenance. WANRack is responsible for maintaining the WAN Facilities. The District agrees to provide WANRack with such access to its facilities as may be necessary to efficiently carry out its maintenance activities, as reasonably determined by WANRack, provided that, when practicable, (i) such access must be scheduled with the District in advance and (ii) unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany WANRack personnel during any maintenance work at any District facility.

c. Representations. WANRack represents and warrants to the District that: (i) it will comply with all applicable laws in installing the WAN Facilities and providing the WAN Services; (ii) this Agreement has been duly authorized, executed, and delivered by WANRack, and (iii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of WANRack or any agreement or instrument to which WANRack is a party or by which WANRack is bound.

d. Condition of WAN Facilities and WAN Services. WANRack makes no

representation or warranty whatsoever regarding facilities and components that are not WAN Facilities, or regarding services that are not WAN Services. At the District's request, WANRack agrees to work on behalf of the District to resolve warranty claims and other problems regarding such facilities and services, for a reasonable fee. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WANRACK DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE WAN SERVICES AND THE WAN FACILITIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE DISTRICT ACKNOWLEDGES THAT THE WAN FACILITIES AND WAN SERVICES ARE PROVIDED AS-IS, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

6. **Obligations and Representations of the District.**

a. Security. The District is solely responsible for providing security services in respect of the WAN Facilities located at or on District facilities or properties. The District will provide such security services in a commercially reasonable manner, in light of all security considerations applicable to the relevant facility or property.

b. District Personnel. The District will ensure that its personnel and contractors, at all times, (i) are educated and trained in the proper use and operation of the WAN Facilities for the WAN Services (ii) follow applicable operations and instruction manuals.

c. Electrical Circuits and Energy. The District will provide all electrical circuits and all electrical energy required for the installation and operation of the WAN Facilities at the sole cost of the District.

d. Insurance. The District will procure and maintain insurance policies covering all loss and damage in respect of the WAN Facilities located at facilities under the District's control, including without limitation all materials and components located at District facilities prior to, during, or after the installation process, with appropriate coverage limits and other terms and conditions. The District will cause such insurance policies (i) to name WANRack as an additional insured, (ii) to be endorsed to require at least thirty (30) days' notice to WANRack prior to the effective date of any termination or cancellation of coverage, and (iii) to provide that in the event of any payment of any loss or damage thereunder, the insurers will have no rights of recovery against WANRack. Upon request by WANRack, the District agrees to provide proof of insurance meeting the requirements of this section.

e. Representations. The District represents and warrants to WANRack that: (i) the WAN Facilities and the WAN Services meet the District's requirements; (ii) the District will operate and use the WAN Facilities and the WAN Services in compliance with all applicable law; (iii) this Agreement has been duly authorized, executed, and delivered by the District; and (iv) the execution, delivery, and performance of this Agreement does not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of the District or any agreement or instrument to which the District is a party or by which the District is bound.

7. **Ownership of WAN Facilities.** The Parties acknowledge and agree that the WAN Facilities are owned by WANRack and will continue to be owned by WANRack following any expiration

or termination of this Agreement. The District has no option or other right to purchase or otherwise acquire the WAN Facilities from WANRack. Nothing in this Agreement shall be construed to result in the transfer of title to any part of the WAN Facilities to the District or in the creation of a “security interest” within the meaning of applicable law. The District disclaims any interest it may claim in the materials, equipment, fiber optic cable and all personal property installed by WANRack as a fixture on to the real property of Customer. Customer shall keep the WAN Facilities free from all liens and claims, including but not limited to mechanic’s liens, and encumbrances by reason of the use or possession of the WAN Facilities by the District. Following any termination or expiration of this Agreement, WANRack may leave in place any WAN Facilities located at facilities and properties under the District’s control and use such WAN Facilities for other customers. In the event WANRack leaves in place any WAN Facilities following any termination or expiration of this Agreement, the District agrees to provide WANRack with continued access to District facilities for purposes of operation and maintenance of the WAN Facilities.

8. Usage of WAN Facilities.

a. Permitted Use. The District shall use the WAN Services (including the WAN Facilities) solely for the District’s own internal purposes. The District may not assign, lease, resell, encumber or allow any other party the right to use the WAN Services (including the WAN Facilities) or any component thereof without WANRack’s express consent in each instance, which consent may be withheld in WANRack’s sole discretion. Any other use by the District shall constitute a refusal to perform a material obligation and shall constitute grounds for WANRack to terminate this Agreement for Cause. The District shall notify WANRack immediately of any known or suspected misuse, alteration, loss, damage, theft or destruction of any WAN Facilities, and shall provide all cooperation reasonably requested by WANRack in connection therewith.

b. No Alterations or Attachments. The District acknowledges and agrees that (i) the District may not make any alterations or attachments to the WAN Facilities without WANRack’s prior written consent, (ii) WANRack has no maintenance or other obligations whatsoever with respect to any alterations or attachments made to the WAN Facilities by the District, (iii) if WANRack provides any maintenance or other services in respect of any such alterations or attachments, WANRack will provide such services subject to its standard charges, terms, and conditions, (iv) WANRack is not responsible for any malfunction, non-performance, or performances degradation of the WAN Facilities, or any inability of WANRack to satisfy its obligations under this Agreement, caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District, or any other action by the District, and (v) the District is solely responsible for, and agrees to indemnify WANRack against, all claims and damages caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District.

9. **Confidentiality.** Each Party acknowledges (i) that it will have access to confidential information of the other Party, (ii) that such information constitutes valuable, special, and unique property of the other Party, and (iii) that no right or license is granted to such Party with respect to such information, except as specifically set forth in this Agreement. Each Party agrees that it will not at any time, in any manner whatsoever, whether directly or indirectly, disclose to any person or entity, or use, any confidential information of the other Party, except as required by law or as necessary for the performance or enforcement of this Agreement. For purposes of this Agreement, the term “confidential information” means all non-public and proprietary information of or concerning one party that is disclosed or made

available to the other party (including its employees or other representatives), including, without limitation, the terms of and prices under this Agreement and any non-public information concerning a party's business, operations, plans, processes, products (including related manuals and support materials), systems, marketing information, diagnostics, specifications, know-how, personnel, patrons, students, or data of any kind. The Parties agree that the terms of this Agreement shall constitute "confidential information". Each Party will ensure that its employees and other representatives comply with the confidentiality obligations under this Agreement. Each Party agrees that it will not copy the confidential information of the other party other than on an "as necessary" basis in connection with the performance or enforcement of this Agreement. Upon the request of other Party, or upon the termination or expiration of this Agreement, each Party agrees to return or destroy any confidential information of the other party in its possession. Furthermore, the District agrees to promptly notify WANRack for any open records/public information request that it may receive concerning this Agreement, pricing or any confidential information and allow WANRack the opportunity to analyze and oppose release of requested information as may be provided by law. The Parties acknowledge that remedies at law may be inadequate to protect against any actual or threatened breach of the confidentiality obligations under this Agreement, and, without prejudice to any other rights and remedies otherwise available, agree to the granting of injunctive relief without proof of actual damages. The Parties agree that the foregoing obligations regarding confidentiality will survive the termination or expiration of this Agreement.

10. **Miscellaneous.**

a. Independent Contractor. The Parties agree that WANRack is an independent contractor with respect to the District. Nothing contained herein may be construed as making the Parties hereto partners or joint venturers or creating a principal and agent relationship. WANRack has no authority to create any obligation or responsibility on behalf of, or in the name of, the District, or otherwise to bind the District in any way. Likewise, the District has no authority to create any obligation or responsibility on behalf of, or in the name of, WANRack, or otherwise to bind WANRack in any way.

b. Notice. Any notice, demand, waiver, or consent under this Agreement must be in writing and delivered by facsimile (receipt confirmed), by prepaid registered or certified mail (with return receipt requested), or by a national overnight courier service, addressed as set forth below. All such notices, demands, waivers, and consents will be effective upon receipt or refusal of delivery, whichever occurs first. Either party may change its address or facsimile number by giving notice to the other party in accordance with this section.

If to WANRACK:	WANRack, LLC 2342 Technology Drive, Suite 103 O'Fallon, MO 63368
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If to the District:	Hernando County School District 919 N Broad Street Brooksville, FL 34601 Attn: Superintendent
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c. Force Majeure. Neither Party will be liable for the failure to fulfill its non-monetary obligations under this Agreement if and to the extent such failure is caused by an occurrence

beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; fiber cut caused by a third party without any negligence by WANRack and such third party is not a subcontractor, agent or representative of WANRack and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, neither party will be liable for delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items needed for the installation or operation of the WAN Facilities.

d. Waiver of Jury Trial; Limitation on Damages. Each Party waives trial by jury with respect to any dispute regarding or arising under this Agreement. WANRack will not be liable to the District for any indirect or consequential damages, including but not limited to, lost profits or business revenue, lost business, failure to realize expected savings, lost or damaged data, other commercial or economic loss of any kind, whether such damages are foreseeable by either Party. Each Party agrees that, prior to taking any legal action, regardless of its form, relating to or arising under this Agreement, it will work in good faith with the other Party in an effort to resolve the disputed matter.

e. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction (i) will be deemed modified to reflect the intent of the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest permissible extent and (ii) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

f. Governing Law; Construction. This Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts of law principles. This Agreement is to be construed as the joint and equal work product of each party and may not be interpreted more or less favorably in respect of either party on account of its preparation or drafting.

g. Assignment; Successors. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties to this Agreement; provided, however, that neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which may not withhold or delay its consent unreasonably. Notwithstanding the preceding sentence, WANRack may, without the District's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of WANRack's assets. Any purported assignment prohibited by this provision will be null and void.

h. Waiver. Any failure or delay by either Party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy. Any waiver by either Party of any right or remedy under this Agreement must be in writing and signed by the Party waiving the right or remedy.

i. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, including any documents exchanged between the Parties during any request for proposal or bidding process. Any amendment to this Agreement must be in writing and signed by both Parties.

j. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties execute this Agreement effective as of the day and year first above written.

WANRACK, LLC

Signed by:
By: Craig Ceranna
Name: Craig Ceranna
Title: Chief Financial Officer

HERNANDO COUNTY SCHOOL DISTRICT

By: _____
Name: Kayce Hawkins
Title: Board Chair

Kelly A. Pogue
Approved as to Form
by WSH Attorney
07/20/2026 03:46 pm

Schedule A
WAN Services and Facilities

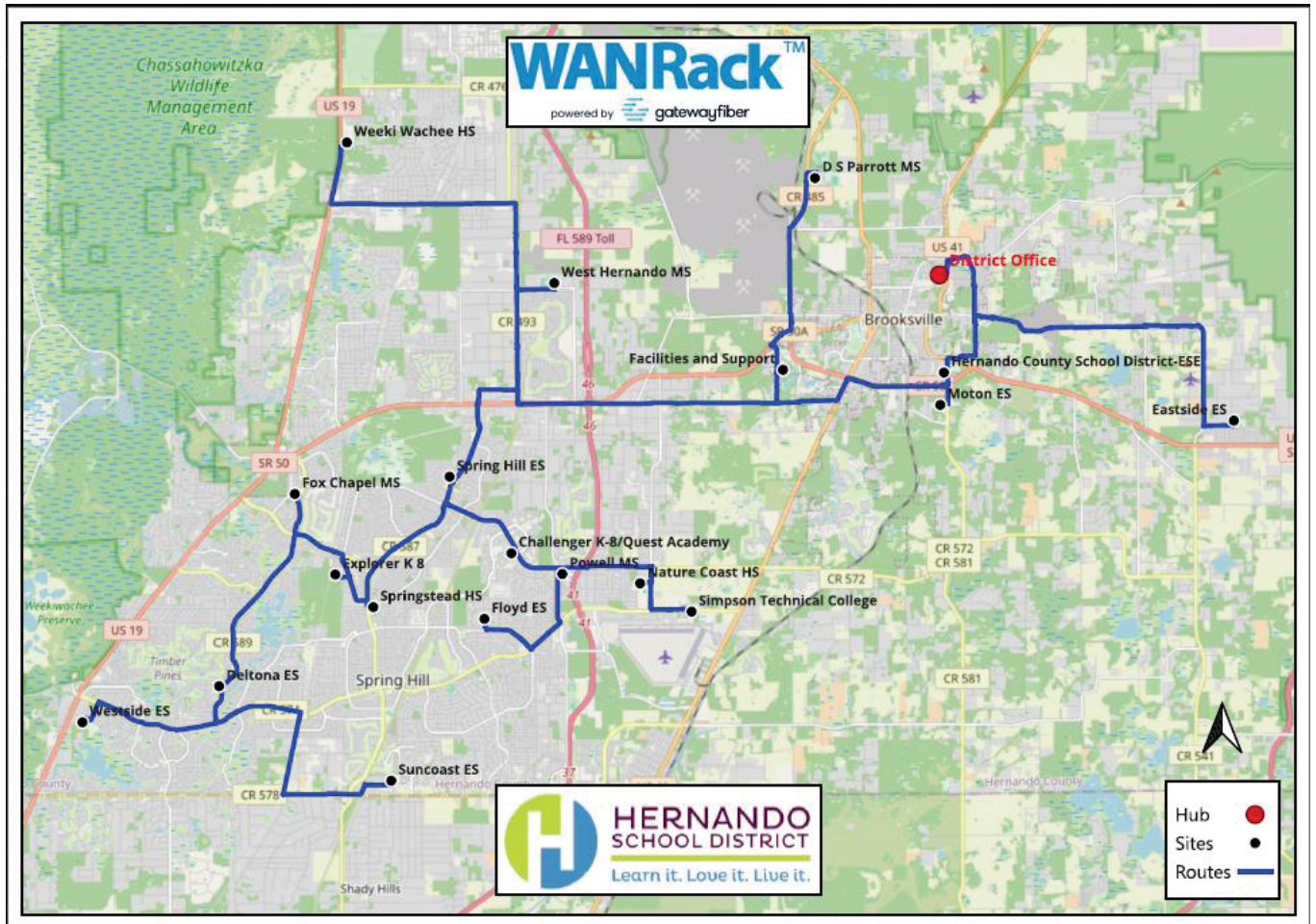
WAN Services

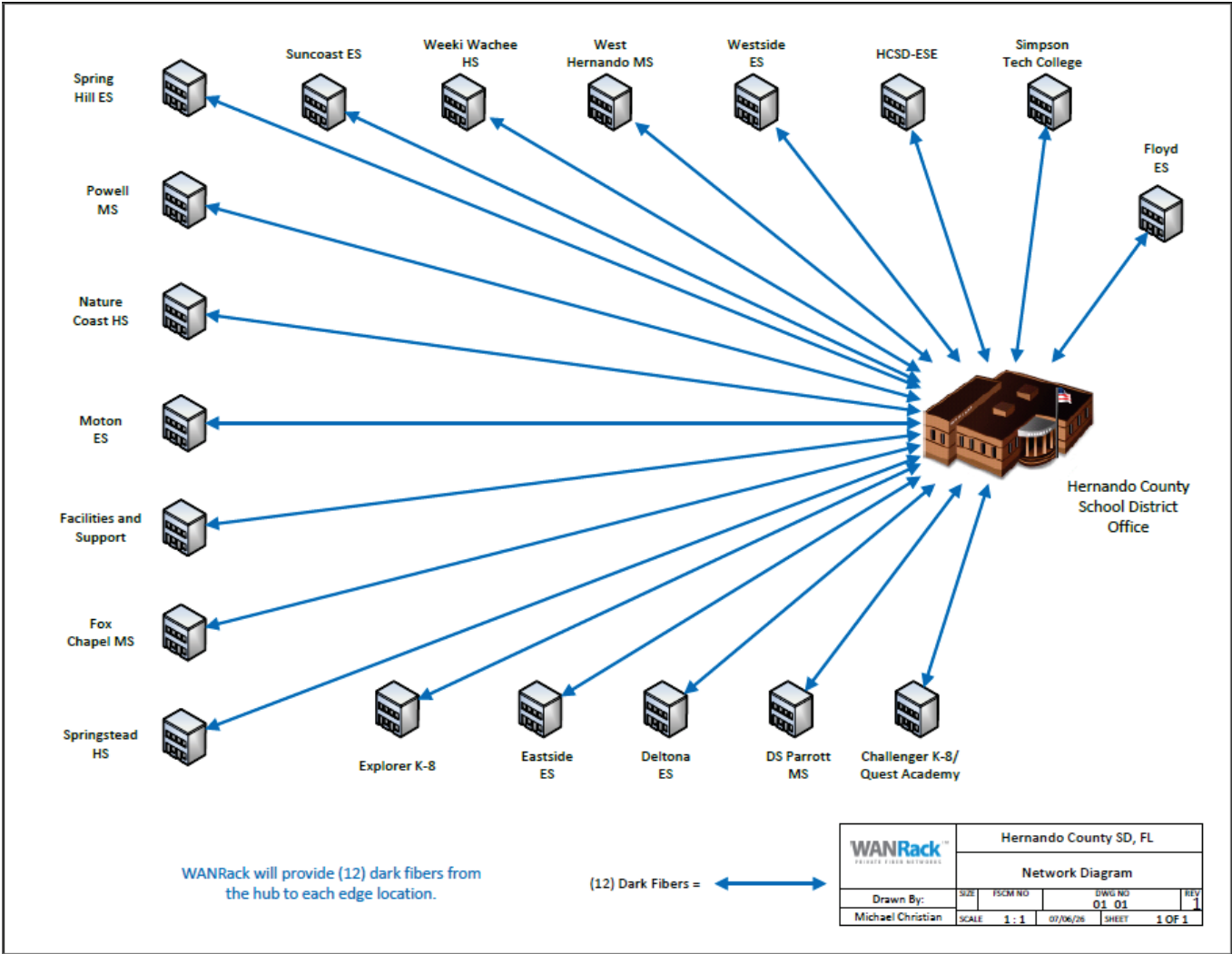
Dark fiber optic wide area network (WAN). Point-to-point twelve (12) dark fibers from the Hub location (District Office, 919 N Broad Street, Brooksville, FL 34601) to the following nineteen (19) edge sites:

Edge Sites	Address	
Challenger K8 School	13400 Elgin Blvd	Spring Hill, FL 34609
D S Parrott Middle School	19220 Youth Dr	Brooksville, FL 34601
Deltona Elementary School	2055 Deltona Blvd	Spring Hill, FL 34606
Eastside Elementary School	27151 Roper Rd	Brooksville, FL 34602
Explorer K8 School	10252 Northcliffe Blvd	Spring Hill, FL 34607
F W Springstead High School	3300 Mariner Blvd	Spring Hill, FL 34609
Fox Chapel Middle School	9412 Fox Chapel Ln	Spring Hill, FL 34606
J D Floyd Elementary School	3139 Dumont Ave	Spring Hill, FL 34609
Maintenance Department	8008 Mobley Rd	Brooksville, FL 34601
Moton Elementary School	7175 Emerson Rd	Brooksville, FL 34601
Nature Coast Technical High School	4057 California St	Brooksville, FL 34604
Powell Middle School	4100 Barclay Rd	Brooksville, FL 34609
Spring Hill Elementary School	6001 Mariner Blvd	Spring Hill, FL 34608
Suncoast Elementary School	11135 Quality Dr	Spring Hill, FL 34609
Weeki Wachee High School	12150 Vespa Way	Weeki Wachee, FL 34614
West Hernando Middle School	14325 Ken Austin Pkwy	Brooksville, FL 34613
Westside Elementary School	5400 Applegate Dr	Spring Hill 34606
Hernando County School District-Ese	900 Emerson Rd	Brooksville, FL 34601
Wilton Simpson Technical College	17050 Spring Hill Dr	Brooksville, FL 34604

WAN Facilities

Set forth below are a map and logical diagram of the WAN Facilities.





Installation Timeline

This Agreement is contingent upon the FCDL from E-Rate, State DCP Match and approval and funding by the School Board of Hernando County. After the receipt of the FCDL, the anticipated delivery of service shall occur approximately (180) days after the acquisition of all necessary permits, licenses pole attachment agreements and rights of way to complete the project. WANRack and the District further agree and acknowledge that turn-ups will be scheduled to ensure that there will be no early termination fees charged to the District by their current service provider.

Schedule B
Fees and Payment Schedule

1. Special Construction or Other Upfront Fees – \$3,500,000.
2. Monthly Fees – Monthly lease payments of \$17,409 beginning upon the delivery of service continuing for a term of 120 months, and thereafter monthly lease payments of \$5,222.70 continuing for an additional 120 months during the term of the second voluntary term of 120 months beginning upon the expiration of the first 120-month term.
3. Other Fees – All applicable federal, state, local use, excise, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the District in addition to the regular charges under this Agreement unless exempt and an exemption certificate is received prior to first bill.

A. Item Currently Budgeted -

Account Name		<u>No Financial Impact</u>										
Account Number												
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$		\$		\$		\$		\$		\$		

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

B. Item Currently Not Budgeted -**

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

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

C. History

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



Hernando School District

School Board Regular Meeting

Agenda Item # *6. 27-3950

8/11/2026

Title and Board Action Requested

Approval of the Interlocal Agreement between the City of Brooksville, Florida and the School Board of Hernando County, Florida for use of tennis courts and volleyball courts.

Executive Summary

The Assistant Superintendent of Business Services and Operations, on behalf of the Superintendent of Schools, hereby requests the Board approve the revised Interlocal Agreement between the City of Brooksville, Florida and the School Board of Hernando County, Florida for use of tennis courts and volleyball courts with the changes discussed in the 4/14/2026 Workshop Meeting.

My Contact

Barbara Kidder
Assistant Superintendent of Business Services and Operations
Kidder_b@hcsb.k12.fl.us
352-797-7000 ext. 70403

2023-28 Strategic Focus Area

Priority 4: Community Connection

Financial Impact

See attached budget sheet.

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

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BROOKSVILLE, FLORIDA
AND THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
FOR USE OF TENNIS COURTS AND VOLLEYBALL COURTS**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 20____, by and between **THE CITY OF BROOKSVILLE, FLORIDA**, a Florida municipal corporation ("City"), whose address is 201 Howell Avenue, Brooksville, FL 34601 and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a public body corporate ("School Board"), whose address is 919 N. Broad Street, Brooksville, Florida 34601.

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

WHEREAS, the City owns and operates tennis courts and volleyball courts through its Parks and Recreation Department for the benefit of the public; and

WHEREAS, the School Board desires to use such courts for school-related athletic activities; and

WHEREAS, the Parties desire to set forth the terms and conditions governing the School Board's use of the City's tennis courts and volleyball courts.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated herein by this reference as an integral part of this Agreement.
2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - a. "City Facilities" means all Court Facilities and other facilities owned and operated by the City and which the City makes available to the School Board under this Agreement.
 - b. "Court Facilities" means all tennis courts and volleyball courts owned and operated by the City and which the City makes available to the School Board under this Agreement.
 - c. "City Program" means any program, event, or other activity operated or sponsored by the City.

- d. "District Program" means any school-related athletic program, practice, game, match, or similar activity organized and operated by the School Board.

3. **Term of Agreement; Renewal.** This Agreement shall commence upon the date executed by the last Party hereto (the "Effective Date") and expire on July 31, 2026 (the "Initial Term"). The Parties may renew this Agreement for one or more successive twelve-month periods, commencing on August 1 and ending on July 31 in the immediately following calendar year (a "Renewal Term"), and with the first Renewal Term (should the parties wish to renew this Agreement), commencing on August 1, 2026, and ending on July 31, 2027. This Agreement shall renew automatically unless notification of non-renewal is provided by any Party not less than 30 days prior to the expiration of the Initial Term or to the then-current Renewal Term. Upon any renewal, the Agreement shall renew at the then-current fees in effect as of the renewal date. At the time of renewal, all other terms and conditions of this Agreement shall remain the same.

4. **Facilities Covered.** Subject to the terms of this Agreement, the City shall make available for District Programs all City-owned tennis courts and volleyball courts.

5. **Scheduling.** For each volleyball and tennis season, the School Board shall provide the City's Parks and Recreation Department with its complete athletic schedule for District Programs to be held at the Court Facilities in advance of the start of the applicable season, and in all events prior to the first scheduled event for that sport at the Court Facilities. The Parties acknowledge that, in 2026, the volleyball season is anticipated to begin on February 2, 2026, and the tennis season is anticipated to begin on March 26, 2026. The School Board shall submit season reservation requests by the deadline set by the City's Parks and Recreation Director, and early enough to give the City reasonable time to plan staffing, scheduling, etc.

- a. **Making Season Reservation Requests.** The School Board's season reservation requests shall be submitted by email to the City's Parks and Recreation Department at parksrec@cityofbrooksville.us, or such other email address as the City may designate in writing. The season reservation request must list: all requested dates and times for the upcoming season, the specific facility or facilities for each date, the start and end times, and whether an adjacent pavilion is also requested (understanding that any pavilion adjacent to the volleyball courts is a separate rental and not included with the court reservation).
- b. **Approving Season Reservation Requests.** Upon receipt of the School Board's season reservation request, the City shall review the requested dates, times, and facilities and shall identify any conflicts with previously scheduled City Programs or public reservations. Subject to identified conflicts, the City shall reserve the requested dates, times, and facilities for the School Board's District Programs as set forth in the School Board's season reservation request. The City shall confirm the approved reservations in writing via email. Upon providing written confirmation, the City shall treat the approved dates, times, and facilities as reserved for the School Board, and shall not accept conflicting reservations

for those same dates, times, and facilities, except as otherwise agreed by the Parties in writing.

- c. **Additional Reservations.** The School Board may request additional reservations by email to the Parks and Recreation Department using the same email address and procedure described above in Paragraph 6(a). Such additional reservations shall be subject to availability. The City shall make reasonable efforts to accommodate timely reservation requests and shall confirm approved additional reservations in writing. No additional reservation is confirmed until written confirmation is provided.
- d. **Modifications and Cancellations.** If the School Board must cancel or reschedule a District Program scheduled at a Court Facility, it shall notify the Parks and Recreation Department by email as soon as reasonably practicable. The City may, in its discretion, decline to approve late or last-minute changes if such changes would unreasonably interfere with City Programs or public reservations.

6. **Fees and Payment.** The School Board shall pay the City for use of the Court Facilities at the same hourly rates then charged to the public for comparable use. The City's fees are reviewed annually and may be adjusted from year to year by resolution of the City Council. The City shall invoice the School Board on a monthly basis for approved and completed reservations during the prior month. Payment shall be due within thirty (30) days after the School Board's receipt of the invoice. As of the Effective Date, the City's fees are:

- a. Volleyball courts: Thirty Dollars (\$30.00) per hour per court; and
- b. Tennis courts: Five Dollars (\$5.00) per hour per court.

7. **Use of Adjacent Pavilions for Volleyball.** For District Programs held at the City's volleyball courts, the adjacent pavilion is not included with the volleyball court rental under this Agreement. If the School Board desires to use an adjacent Pavilion in connection with a volleyball court reservation, it must reserve and pay for the Pavilion separately. If the School Board does not separately reserve the Pavilion, the City may rent the Pavilion to other users during the School Board's volleyball court reservations.

8. **School Board Responsibilities.** For each District Program at any City Facility:

- a. The School Board shall ensure that its District Programs do not infringe upon time already scheduled by others at a City Facility and that the City Facility is vacated no later than the end of the time scheduled for the applicable District Program.
- b. The School Board shall ensure that at least one designated adult representative or coach (18 years of age or older) is physically present on site at all times, who shall:

- i. Arrive at the City Facility in advance of the scheduled start time;
 - ii. Oversee the safety of students, employees, volunteers, and spectators attending the District Program;
 - iii. Ensure that all School Board participants and spectators leave the City Facility no later than the scheduled end of the District Program;
 - iv. Remain at the City Facility until all School Board participants and spectators have left; and
 - v. Ensure that the City Facility is left in substantially the same condition in which it was found;
- c. The School Board shall ensure that all District Programs at City Facilities are conducted in accordance with all applicable federal, state, and local laws and regulations, all applicable School Board policies, and all City ordinances, rules, and written facility use guidelines as may be provided to the School Board and updated from time to time.
- d. The School Board shall ensure that no person attending a District Program smokes anywhere on any City property that is designated as being a non-smoking area.
- e. The School Board shall ensure that no person consumes or has open alcohol anywhere on any City property while attending a District Program.
- f. The sale of goods, food or beverages by persons on City property is prohibited.
- g. The School Board shall ensure that persons attending City Facilities for purposes of District Programs park only in designated parking areas.
- h. The School Board shall ensure that no person attending City Facilities for purposes of District Programs uses any open flame, pyrotechnics or fog machines on or in any City Facility.
- i. The Using-Party shall ensure that all refuse produced by Using-Party Persons within City Facilities are placed in the appropriate designated receptacles.
- j. The School Board acknowledges that the City shall not be liable for any damage to or loss of any property belonging to the School Board or persons attending City Facilities for purposes of District Programs in connection with the use of any City Facility.
- k. If any portion of the Court Facilities, equipment, or appurtenances is damaged as a result of the negligence or willful misconduct of the School Board, its employees, agents, students, or invitees (beyond normal wear and tear), the City may repair such damage and invoice the School Board for the reasonable, documented cost of repairs. Payment shall be due within thirty (30) days after receipt of invoice.

- l. The School Board shall promptly report any apparent hazardous or unsafe condition at the Court Facilities encountered in connection with District Programs to the City's Parks and Recreation Department.

9. **City Responsibilities.**

- a. The City shall be responsible for the general operation, routine maintenance, and repair of the City Facilities, consistent with the standards the City applies for public use, subject to budgetary and operational constraints.
- b. The City shall provide necessary utilities (such as lighting, where available, and water) for the Court Facilities during scheduled District Programs, consistent with City policies. The City may establish and implement reasonable practices to conserve energy and manage usage.

10. **Insurance.**

- a. **Required Coverage.** The School Board shall maintain commercial general liability insurance, covering all of the parties' operations regarding this Agreement, with a combined single limit of not less than Two Million Dollars (\$2,000,000). In addition, the School Board shall maintain:
 - i. Comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used pursuant to this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000).
 - ii. Workers' compensation plan covering all of its employees as required by Florida law, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the Florida Department of Insurance.
 - iii. Employer's liability coverage for each employee who is subject to this Agreement. That policy shall provide employer's liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per occurrence.
- b. **Self-Insurance.** If the School Board elects to be self-insured, in lieu of providing proof of insurance, the School Board shall provide proof of self-insurance satisfactory to the City and meeting the requirements imposed herein, which can include a consent to self-insure issued by the Florida Department of Insurance. The School Board warrants that the self-insurance provides substantially the same protection as the insurance required herein. The School Board further agrees to

notify the City in the event any change in self-insurance occurs that would alter the obligations undertaken in this Agreement within thirty (30) days of the change.

- c. **Other Requirements.** Without limiting the parties' duties of indemnification, the School Board shall comply with the following insurance coverage requirements:

- i. Each policy shall be issued by a company authorized by law to transact business in the State of Florida.
- ii. Each policy shall provide that the parties shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof.
- iii. Comprehensive motor vehicle and commercial general liability policies shall provide an endorsement naming the City, and its officers, agents, representatives and employees as additional insured.
- iv. The School Board shall provide an endorsement that the insurer waives the right of subrogation against the City, and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- v. The required coverage and policy limits shall be maintained in effect throughout the Term.

- d. **Certificates of Insurance.** Upon execution of this Agreement, the School Board shall file certificates of insurance or consents to self-insure with the City, showing that it has in effect the insurance required by this Agreement. The School Board shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

11. **Indemnification.** To the fullest extent permitted by Florida law, each party shall defend, indemnify, and hold harmless the other party, its governing body and members thereof, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the other party, its agents, contractors, employees, representatives, officers, servants, concessionaires, or volunteers in conjunction with the performance of this Agreement, unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against said party, the other party, upon written notice from the other, shall defend the same at its expense by counsel approved in writing by the Indemnified Party.

12. **No Waiver of Sovereign Immunity.** Each Party shall be liable for its own negligent acts or omissions and those of its officers, employees, and agents acting within the scope of their employment, to the extent provided by section 768.28, Florida Statutes, as it may be amended. Nothing in this Agreement shall be construed as a waiver of either Party's sovereign immunity or the monetary limitations set forth in section 768.28, Florida Statutes, or as consent to be sued by any person or entity

13. **Assignment.** Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except as may be required by law.

14. **Termination.** This Agreement will remain in effect unless terminated by either Party as follows:

- a. **Termination for Cause.** If either Party materially breaches this Agreement, the non-breaching Party may provide written notice specifying the breach and the action required to cure the breach. If the alleged breaching party fails to cure the alleged breach within five (5) days from receipt of said notice, then this Agreement shall terminate effective not less than **ten (10) days** after receipt of the written notice.
- b. **Termination for Convenience.** Either Party may terminate this Agreement for convenience, without cause, by providing the other Party at least thirty (30) days' prior written notice.
- c. **Automatic Termination.** This Agreement shall automatically terminate upon the expiration of this Agreement as described in Paragraph 3 above.

15. **Unforeseen Questions.** The Parties agree that in the event of unforeseen questions arising out of the use of the City Facilities subject to this Agreement, the questions will be settled in writing between the Superintendent and the City Manager, or their respective designees, for resolution of such questions concerning this Agreement.

16. **No Transfer of Ownership.** Nothing in this Agreement shall be construed as a transfer of ownership or any property interest in the City Facilities. The City retains full ownership, control, and management authority over the City Facilities.

17. **Force Majeure.** Neither Party shall be liable to the other for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by acts of God, weather events, fire, flood, war, terrorism, labor disputes, epidemics, utility failures, governmental orders, or other events beyond that Party's reasonable control.

18. **Unavailability of Facilities.** The City may temporarily close or restrict access to any Court Facility due to weather, safety concerns, maintenance, repairs, staffing shortages, or other operational reasons. In such event, the City shall use reasonable efforts to notify the School Board as early as practicable and, where feasible, to offer an alternative date or location, but shall not be liable for any damages arising from such closure or restriction.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the School Board's use of the City's tennis and volleyball Court Facilities and supersedes all prior discussions or understandings on this specific subject, whether written or oral.

20. **Modification.** No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by the Parties.

21. **Binding Effect.** This Agreement shall be binding upon the respective successors and assigns of the Parties hereto.

22. **Waiver of Jury Trial.** Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each Party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

23. **No Third-Party Beneficiaries.** The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

25. **Authority.** Each person signing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute this Agreement on behalf of that Party.

26. **Governing Law; Venue; Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts of Hernando County, Florida. Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each Party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal or administrative proceeding.

27. **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

28. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates set forth below.

Hernando County School Board

Attest:

_____, Chairperson

Date: _____

Legal Sufficiency:

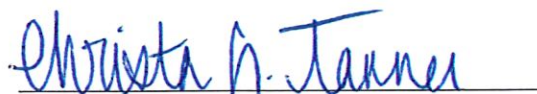
School Board Attorney

City of Brooksville

Attest:



Jennifer J. Battista, City Clerk



Christa G. Tanner, Mayor

Date: 1/5/26

Legal Sufficiency:



Chloe Berryman, City Attorney
Vose Law Firm

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BROOKSVILLE, FLORIDA
AND THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
FOR USE OF TENNIS COURTS AND VOLLEYBALL COURTS**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 20____, by and between **THE CITY OF BROOKSVILLE, FLORIDA**, a Florida municipal corporation ("City"), whose address is 201 Howell Avenue, Brooksville, FL 34601 and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a public body corporate ("School Board"), whose address is 919 N. Broad Street, Brooksville, Florida 34601.

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

WHEREAS, the City owns and operates tennis courts and volleyball courts through its Parks and Recreation Department for the benefit of the public; and

WHEREAS, the School Board desires to use such courts for school-related athletic activities; and

WHEREAS, the Parties desire to set forth the terms and conditions governing the School Board's use of the City's tennis courts and volleyball courts.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated herein by this reference as an integral part of this Agreement.
2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - a. "City Facilities" means all Court Facilities and other facilities owned and operated by the City and which the City makes available to the School Board under this Agreement.
 - b. "Court Facilities" means all tennis courts and volleyball courts owned and operated by the City and which the City makes available to the School Board under this Agreement.
 - c. "City Program" means any program, event, or other activity operated or sponsored by the City.

d. "District Program" means any school-related athletic program, practice, game, match, or similar activity organized and operated by the School Board.

3. **Term of Agreement; Renewal.** This Agreement shall commence upon the date executed by the last Party hereto (the "Effective Date") and expire on July 31, 2026 (the "Initial Term"). The Parties may renew this Agreement for one or more successive twelve-month periods, commencing on August 1 and ending on July 31 in the immediately following calendar year (a "Renewal Term"), and with the first Renewal Term (should the parties wish to renew this Agreement), commencing on August 1, 2026, and ending on July 31, 2027. This Agreement shall renew automatically unless notification of non-renewal is provided by any Party not less than 30 days prior to the expiration of the Initial Term or to the then-current Renewal Term. Upon any renewal, the Agreement shall renew at the then-current fees in effect as of the renewal date. At the time of renewal, all other terms and conditions of this Agreement shall remain the same.

4. **Facilities Covered.** Subject to the terms of this Agreement, the City shall make available for District Programs all City-owned tennis courts and volleyball courts.

5. **Scheduling.** For each volleyball and tennis season, the School Board shall provide the City's Parks and Recreation Department with its complete athletic schedule for District Programs to be held at the Court Facilities in advance of the start of the applicable season, and in all events prior to the first scheduled event for that sport at the Court Facilities. The Parties acknowledge that for High School and Middle Schools in 2026, the volleyball-tennis season is anticipated to begin in January of 2026 and March of 2026, respectively. on February 2, 2026, and ~~The tennis-beach volleyball~~ season is anticipated to begin in March-February of 2026. Season start dates will vary from year to year. The City's Parks and Recreation Director shall provide the Hernando County School District Director of Athletics with the deadline to submit reservation requests in writing at least forty-five (45) days prior to the applicable season. The School Board shall submit season reservation requests by the deadline set by the City's Parks and Recreation Director, and early enough to give the City reasonable time to plan staffing, scheduling, etc.

a. **Right of First Refusal.** Subject to the limitations and exceptions set forth herein, the School Board shall have a right of first refusal to reserve and use the Court Facilities for District Programs prior to acceptance of reservations from third parties. Should the City's Parks and Recreation Director receive a bona fide third-party request for use of the Facilities during either the beach volleyball season or tennis season, the City shall notify the School Board of the request as soon as practicable to allow for the School Board to exercise its Right.

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b. **Exercise; Notice; Response.** To exercise its right of first refusal, the School Board shall provide its reservation requests no later than the deadline provided by the City's Parks and Recreation Director or after the City receives a bona fide third-party request that conflicts with the School Board's requested use, whichever occurs first. The City shall confirm availability or state the grounds for unavailability in writing within ten (10) days after receipt of the School Board's reservation request.

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c. If the School Board exercises its right for only a portion of a requested time block, the City may accept third-party reservations for the remaining portion(s) that do not materially interfere with the School Board's use.

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d. **Approving Season Reservation Requests.** Upon receipt of the School Board's season reservation request, the City shall review the requested dates, times, and facilities and shall identify any conflicts with previously scheduled City Programs or public reservations. Subject to existing identified conflicts limited to section 5.e., the City shall reserve the requested dates, times, and facilities for the School Board's events as set forth in the School Board's season reservation request. The City shall confirm the approved reservations in writing via email to the District Athletics Director and the applicable School Athletic Director. Upon providing written confirmation, the City shall treat the approved dates, times, and facilities as reserved for the School Board, and shall not accept conflicting reservations for those same dates, times, and facilities, except as otherwise agreed by the Parties in writing.

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e. **Limitations and Exceptions.** The right of first refusal is subordinate to: (a) previously executed City reservations memorialized in writing prior to the School Board's reservation request; (b) City-sponsored events of citywide significance approved in writing by the City Manager or Mayor prior to the School Board's reservation request; (c) emergency operations, public safety needs, elections, or uses mandated by law; and (d) closures, maintenance, repairs, or capital projects that render Court Facilities unavailable. The right of first refusal does not waive or alter applicable Facility rules, insurance, indemnity, supervision, or staffing requirements, nor any fees or cost-recovery charges otherwise applicable under this Agreement, except as expressly provided herein.

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f. **Good-Faith Coordination; Mitigation.** The City and the School Board shall reasonably cooperate to avoid and mitigate scheduling conflicts, including by identifying comparable alternate dates, times, or facilities in the City's inventory when the Court Facilities are unavailable. Where an exception in Section 5. e. applies, the City shall provide prompt written notice describing the basis for unavailability and, where practicable, offer alternative accommodations.

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g. **Making Season Reservation Requests.** The School Board's season reservation requests shall be submitted by email to the City's Parks and Recreation Department at parksrec@cityofbrooksville.us, or such other email address as the City may designate in writing. The season reservation request must list: all requested dates and times for the upcoming season, the specific facility or facilities for each date, the start and end times, and whether an adjacent pavilion is also requested (understanding that any pavilion adjacent to the volleyball courts is a separate rental and not included with the court

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reservation). (Note: The District would like this included in the rental fee.) The start and end time shall include and delineate between preparation, game duration, and breakdown.

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Approving Season Reservation Requests. Upon receipt of the School Board's season reservation request, the City shall review the requested dates, times, and facilities and shall identify any conflicts with previously scheduled City Programs or public reservations. Subject to identified conflicts, the City shall reserve the requested dates, times, and facilities for the School Board's District Programs as set forth in the School Board's season reservation request. The City shall confirm the approved reservations in writing via email. Upon providing written confirmation, the City shall treat the approved dates, times, and facilities as reserved for the School Board, and shall not accept conflicting reservations for those same dates, times, and facilities, except as otherwise agreed by the Parties in writing.

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b-h. Conflicting Reservation. If the City accepts, approves, or otherwise confirms a reservation, license, or other grant of use of the Court Facilities to any third party that conflicts in whole or in part with the School Board's confirmed reservation for the same facility, date, time, or material portion thereof, such occurrence shall constitute a Conflicting Reservation. The City shall promptly provide written notice to the School Board upon learning of any potential or actual Conflicting Reservation and shall, within 5 business days of such notice, use reasonable efforts to cure the conflict by honoring the School Board's confirmed reservation or by securing an equivalent alternative facility, date, and time acceptable to the School Board in the School Board's sole discretion. If a Conflicting Reservation is not cured to the School Board's satisfaction pursuant to this paragraph, the City shall refund to the School Board, within 10 business days after the earlier of (a) the School Board's written rejection of the proposed cure or (b) the reserved date, all amounts the School Board has paid to the City attributable to the affected reservation, including any deposits, fees, or charges.

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e-i. Additional Reservations. The School Board may request additional reservations by email to the Parks and Recreation Department using the same email address and procedure described above in Paragraph 56(a). Such additional reservations shall be subject to availability. The City shall make reasonable efforts to accommodate timely reservation requests and shall confirm approved additional reservations in writing. No additional reservation is confirmed until written confirmation is provided.

d-j. Modifications and Cancellations. If the School Board must cancel or reschedule a District Program scheduled at a Court Facility, it shall notify the Parks and Recreation Department by email as soon as reasonably practicable. All payments made for the reservation shall be refunded to the School Board within 10 business days after notification to the City of the cancellation or rescheduling. All refunds shall be made out to the Hernando County School District. The City may, in its discretion, decline to approve late or last-minute

changes if such changes would unreasonably interfere with City Programs or public reservations.

6. **Fees and Payment.** The School Board shall pay the City for use of the Court Facilities at the following same hourly rates, then charged to the public for comparable use. The City's fees are reviewed annually and may be adjusted from year to year by resolution of the City Council. The City shall invoice the School Board on a monthly basis for approved and completed reservations during the prior month, and shall send the invoices to the District and School Athletic Directors. Payment shall be due within thirty (30) days after the School Board's receipt of the invoice. As of the Effective Date, the City's fees are:

a. Volleyball courts: Twenty-Thirty Dollars (\$~~20~~30.00) per hour per court; and

b. Tennis courts: Five Dollars (\$5.00) per hour per court.

b. — The parties agree that the fee payable under this Agreement is limited solely to the actual duration of the game from scheduled start to conclusion and expressly excludes any time spent on, or costs associated with, setup, pre-game preparation, warm-ups, sound checks, equipment installation, staging, and post-game breakdown, teardown, cleanup, or removal activities, as well as time for invitees to enter or exit the venue. Any time or services required for preparation, cleanup, and entrance or exit from the venue outside of the actual game time shall be at no cost to the District.

7. **Use of Adjacent Pavilions for Volleyball.** For District Programs held at the City's volleyball courts, the adjacent pavilion is not included with the volleyball court rental under this Agreement. If the School Board desires to use an adjacent Pavilion in connection with a volleyball court reservation, it must reserve and pay for the Pavilion separately. If the School Board does not separately reserve the Pavilion, the City may rent the Pavilion to other users during the School Board's volleyball court reservations. (Note: The District would like the pavilion included in the rental fee and this paragraph modified to reflect the same.)

8. **School Board Responsibilities.** For each District Program at any City Facility:

- a. The School Board shall ensure that its District Programs do not infringe upon time already scheduled by others at a City Facility and that the City Facility is vacated no later than the end of the time scheduled for the applicable District Program.
- b. The School Board shall ensure that at least one designated adult representative or coach (18 years of age or older) is physically present on site at all times, who shall:
 - i. Arrive at the City Facility in advance of the scheduled start time;
 - ii. Oversee the safety of students, employees, volunteers, and spectators attending the District Program;
 - iii. Ensure that all School Board participants and spectators leave the City Facility no later than the scheduled end of the District Program;

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- iv. Remain at the City Facility until all School Board participants and spectators have left; and
 - v. Ensure that the City Facility is left in substantially the same condition in which it was found;
- c. The School Board shall ensure that all District Programs at City Facilities are conducted in accordance with all applicable federal, state, and local laws and regulations, all applicable School Board policies, and all City ordinances, rules, and written facility use guidelines as may be provided to the School Board and updated from time to time.
- d. The School Board shall ensure that no person attending a District Program smokes anywhere on any City property that is designated as being a non-smoking area.
- e. The School Board shall ensure that no person consumes or has open alcohol anywhere on any City property while attending a District Program.
- f. The sale of goods, food or beverages by persons on City property is prohibited.
- g. The School Board shall ensure that persons attending City Facilities for purposes of District Programs park only in designated parking areas.
- h. The School Board shall ensure that no person attending City Facilities for purposes of District Programs uses any open flame, pyrotechnics or fog machines on or in any City Facility.
- i. The Using-Party shall ensure that all refuse produced by Using-Party Persons within City Facilities are placed in the appropriate designated receptacles.
- j. The School Board acknowledges that the City shall not be liable for any damage to or loss of any property belonging to the School Board or persons attending City Facilities for purposes of District Programs in connection with the use of any City Facility.
- k. If any portion of the Court Facilities, equipment, or appurtenances is damaged as a result of the negligence or willful misconduct of the School Board, its employees, agents, students, or invitees (beyond normal wear and tear), the City shall provide written notification of the same to the School Board within ten (10) days of discovering the damage, in addition documentation in support of the same. The School Board will then have the opportunity to address and repair the damage. Should the School Board be unable to repair the damage, the City may proceed with repairs and invoice the School Board for the reasonable, documented cost. Payment will be due within forty-five (45) days after receipt of the invoice. ~~the City may repair such damage and invoice the School Board~~

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~~for the reasonable, documented cost of repairs. Payment shall be due within thirty (30) days after receipt of invoice.~~

1. The School Board shall promptly report any apparent hazardous or unsafe condition at the Court Facilities encountered in connection with District Programs to the City's Parks and Recreation Department.

9. **City Responsibilities.**

- a. The City shall be responsible for the general operation, routine maintenance, and repair of the City and Court Facilities, consistent with the standards the City applies for public use, subject to budgetary and operational constraints.

- b. The City shall provide necessary utilities (such as lighting, where available, and water) for the Court Facilities during scheduled District Programs, consistent with City policies. The City may establish and implement reasonable practices to conserve energy and manage usage.

- b.c. The City shall be responsible for ensuring that any and all portions of City Facilities and Court Facilities are kept in a clean and neat condition during and after the City's use of said City and Court Facilities.

10. **Insurance.**

- a. **Required Coverage.** The School Board shall maintain commercial general liability insurance, covering all of the parties' operations regarding this Agreement, with a combined single limit of not less than Two Million Dollars (\$2,000,000). In addition, the School Board shall maintain:

- i. Comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used pursuant to this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000).
- ii. Workers' compensation plan covering all of its employees as required by Florida law, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the Florida Department of Insurance.
- iii. Employer's liability coverage for each employee who is subject to this Agreement. That policy shall provide employer's liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per occurrence.

- b. **Self-Insurance.** If the School Board elects to be self-insured, in lieu of providing proof of insurance, the School Board shall provide proof of self-insurance

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satisfactory to the City and meeting the requirements imposed herein, which can include a consent to self-insure issued by the Florida Department of Insurance. The School Board warrants that the self-insurance provides substantially the same protection as the insurance required herein. The School Board further agrees to notify the City in the event any change in self-insurance occurs that would alter the obligations undertaken in this Agreement within thirty (30) days of the change.

c. **Other Requirements.** Without limiting the parties' duties of indemnification, the School Board shall comply with the following insurance coverage requirements:

- i. Each policy shall be issued by a company authorized by law to transact business in the State of Florida.
- ii. Each policy shall provide that the parties shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof.
- iii. Comprehensive motor vehicle and commercial general liability policies shall provide an endorsement naming the City, and its officers, agents, representatives and employees as additional insured.
- iv. The School Board shall provide an endorsement that the insurer waives the right of subrogation against the City, and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers, but only for claims arising from the negligence or wrongful acts of School Board officers and employees acting within the scope of the officer's/employee's office or employment under the circumstances in which the School Board would be liable to the claimant.
- v. The required coverage and policy limits shall be maintained in effect throughout the Term.

d. **Certificates of Insurance.** Upon execution of this Agreement, the School Board shall file certificates of insurance or consents to self-insure with the City, showing that it has in effect the insurance required by this Agreement. The School Board shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

11. **Indemnification.** To the fullest extent permitted by Florida law, each party shall defend, indemnify, and hold harmless the other party, its governing body and members thereof, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered

by the other party, its agents, contractors, employees, representatives, officers, servants, concessionaires, or volunteers in conjunction with the performance of this Agreement, unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against said party, the other party, upon written notice from the other, shall defend the same at its expense by counsel approved in writing by the Indemnified Party.

12. **Notices.** Except as otherwise provided herein, any notice of default or termination, from either party to the other party shall be in writing and sent by certified mail, return receipt requested or personally delivered with signed proof of delivery. The City's and School Board's representatives are:

City: Lisa Hendrickson
City Manager
201 Howell Ave.
Brooksville, FL 34601
Phone: (352) 540-3810

With copies to: City Attorney
Vose Law Firm
Phone: (407) 645-3735

School Board: Ray Pinder
Superintendent of Hernando County School District
919 North Broad Street
Brooksville, Florida 34601
Phone: (352) 797-7001

Steve Crognale
Executive Director of Support Operations
8016 Mobley Road
Brooksville, FL 34601
Phone:

With copies to: Office of General Counsel
919 North Broad Street
Brooksville, Florida 34601
Phone: (352) 797-7253

13. **Public Records.**

- a. If a request to inspect or copy public records relating to this Agreement is received by the City or the School Board, such requests will be handled pursuant to Section 119, Florida Statutes any internal City or School Board policy or procedure.

~~14.B.~~ **IF THERE ARE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE DUTY TO PROVIDE PUBLIC RECORDS**

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RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS. CUSTODIAN OF PUBLIC RECORDS FOR CITY: JENNIFER BATTISTA, JBATTISTA@CITYOFBROOKSVILLE.US, CUSTODIAN OF PUBLIC RECORDS FOR SCHOOL BOARD IS: ELLERMAN A@HCSB.K12.FL.US,

14. E-Verify. The City and the School Board shall comply with Chapter 448.095, Florida Statutes with regards to E-Verify.

12.15. No Waiver of Sovereign Immunity. Each Party shall be liable for its own negligent acts or omissions and those of its officers, employees, and agents acting within the scope of their employment, to the extent provided by section 768.28, Florida Statutes, as it may be amended. Nothing in this Agreement shall be construed as a waiver of either Party's sovereign immunity or the monetary limitations set forth in section 768.28, Florida Statutes, or as consent to be sued by any person or entity

13.16. Assignment. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except as may be required by law.

14.17. Termination. This Agreement will remain in effect unless terminated by either Party as follows:

a. **Termination for Cause.** If either Party materially breaches this Agreement, the non-breaching Party may provide written notice specifying the breach and the action required to cure the breach to the breaching party. The breaching party shall then be entitled to a period of fifteen (15) business days from receipt of said notice in which to cure the breach. In the event the breach is not cured within the fifteen (15) business day period, this Agreement may be terminated not less than ten (10) business days after receipt of the written notice. If the alleged breaching party fails to cure the alleged breach within five (5) days from receipt of said notice, then this Agreement shall terminate effective not less than ten (10) days after receipt of the written notice.

b. **Termination for Convenience.** Either Party may terminate this Agreement for convenience, without cause, by providing the other Party at least thirty (30) days' prior written notice.

e. **Automatic Termination.** This Agreement shall automatically terminate upon the expiration of this Agreement as described in Paragraph 3 above.

18. 15.19. Unforeseen Questions. The Parties agree that in the event of unforeseen questions arising out of the use of the City Facilities subject to this Agreement, the questions will be settled in writing between the Superintendent and the City Manager, or their respective designees, for resolution of such questions concerning this Agreement.

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~~16-20.~~ **No Transfer of Ownership.** Nothing in this Agreement shall be construed as a transfer of ownership or any property interest in the City Facilities. The City retains full ownership, control, and management authority over the City Facilities.

~~17-21.~~ **Force Majeure.** Neither Party shall be liable to the other for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by acts of God, weather events, fire, flood, war, terrorism, labor disputes, epidemics, utility failures, governmental orders, or other events beyond that Party's reasonable control.

~~18-22.~~ **Unavailability of Facilities.** The City may temporarily close or restrict access to any Court Facility due to weather, safety concerns, maintenance, repairs, staffing shortages, or other operational reasons. In such event, the City shall use reasonable efforts to notify the School Board as early as practicable and, where feasible, to offer an alternative date or location, but shall not be liable for any damages arising from such closure or restriction. Notwithstanding the same, should the School Board determine, at its sole discretion, that the alternative date or location is not practicable or fit for the District Program, the School Board shall provide written notification to the City as soon as practicable. The City shall refund any payments made by the School Board for use of the previously reserved Court Facility within ten (10) days of the District's written notification to the City.

~~19-23.~~ **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the School Board's use of the City's tennis and volleyball Court Facilities and supersedes all prior discussions or understandings on this specific subject, whether written or oral.

~~20-24.~~ **Modification.** No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by the Parties.

~~25.~~ **Binding Effect.** This Agreement shall be binding upon the respective successors and assigns of the Parties hereto.

~~24-26.~~ **Amendments.** This Agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

~~22-27.~~ **Waiver of Jury Trial.** Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each Party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

~~23-28.~~ **No Third-Party Beneficiaries.** The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

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~~24-29.~~ **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

~~25-30.~~ **Authority.** Each person signing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute this Agreement on behalf of that Party.

~~26-31.~~ **Governing Law; Venue; Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts of Hernando County, Florida. Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each Party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal or administrative proceeding.

~~32.~~ **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

~~27-33.~~ **Non Waiver.** The failure of either party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.

~~34.~~ **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURES TO FOLLOW]

~~28.~~

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates set forth below.

Hernando County School Board

Attest:

Ray Pinder, Superintendent

Kayce Hawkins, Board Chair

Date:

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City of Brooksville

Attest:

Jennifer Battista, City Clerk

Christa Tanner, Mayor

Date:

,

~~Hernando County School Board~~

~~Attest:~~

_____, Chairperson

~~Date:~~ _____

~~City of Brooksville~~

~~Attest:~~

~~Jennifer Battista, City Clerk~~ ~~Christa Tanner, Mayor~~

~~Date:~~ _____

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BROOKSVILLE, FLORIDA
AND THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
FOR USE OF TENNIS COURTS AND VOLLEYBALL COURTS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on the ____ day of _____, 20____, by and between **THE CITY OF BROOKSVILLE, FLORIDA**, a Florida municipal corporation (“City”), whose address is 201 Howell Avenue, Brooksville, FL 34601 and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a public body corporate (“School Board”), whose address is 919 N. Broad Street, Brooksville, Florida 34601.

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

WHEREAS, the City owns and operates tennis courts and volleyball courts through its Parks and Recreation Department for the benefit of the public; and

WHEREAS, the School Board desires to use such courts for school-related athletic activities; and

WHEREAS, the Parties desire to set forth the terms and conditions governing the School Board’s use of the City’s tennis courts and volleyball courts.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated herein by this reference as an integral part of this Agreement.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

- a. “City Facilities” means all Court Facilities and other facilities owned and operated by the City and which the City makes available to the School Board under this Agreement.
- b. “Court Facilities” means all tennis courts and volleyball courts owned and operated by the City and which the City makes available to the School Board under this Agreement.
- c. “City Program” means any program, event, or other activity operated or sponsored by the City.

- d. “District Program” means any school-related athletic program, practice, game, match, or similar activity organized and operated by the School Board.

3. **Term of Agreement; Renewal.** This Agreement shall commence upon the date executed by the last Party hereto (the "Effective Date") and expire on July 31, 2026 (the "Initial Term"). The Parties may renew this Agreement for one or more successive twelve-month periods, commencing on August 1 and ending on July 31 in the immediately following calendar year (a "Renewal Term"), and with the first Renewal Term (should the parties wish to renew this Agreement), commencing on August 1, 2026, and ending on July 31, 2027. This Agreement shall renew automatically unless notification of non-renewal is provided by any Party not less than 30 days prior to the expiration of the Initial Term or to the then-current Renewal Term. Upon any renewal, the Agreement shall renew at the then-current fees in effect as of the renewal date. At the time of renewal, all other terms and conditions of this Agreement shall remain the same.

4. **Facilities Covered.** Subject to the terms of this Agreement, the City shall make available for District Programs all City-owned tennis courts and volleyball courts.

5. **Scheduling.** For each volleyball and tennis season, the School Board shall provide the City’s Parks and Recreation Department with its complete athletic schedule for District Programs to be held at the Court Facilities in advance of the start of the applicable season, and in all events prior to the first scheduled event for that sport at the Court Facilities. The Parties acknowledge that for High School and Middle Schools in 2026, the tennis season is anticipated to begin in January of 2026 and March of 2026, respectively. The beach volleyball season is anticipated to begin in February of 2026. Season start dates will vary from year to year. The City’s Parks and Recreation Director shall provide the Hernando County School District Director of Athletics with the deadline to submit reservation requests in writing at least forty-five (45) days prior to the applicable season. The School Board shall submit season reservation requests by the deadline set by the City’s Parks and Recreation Director, and early enough to give the City reasonable time to plan staffing, scheduling, etc.

- a. **Right of First Refusal.** Subject to the limitations and exceptions set forth herein, the School Board shall have a right of first refusal to reserve and use the Court Facilities for District Programs prior to acceptance of reservations from third parties. Should the City’s Parks and Recreation Director receive a bona fide third-party request for use of the Facilities during either the beach volleyball season or tennis season, the City shall notify the School Board of the request as soon as practicable to allow for the School Board to exercise its Right.
- b. **Exercise; Notice; Response.** To exercise its right of first refusal, the School Board shall provide its reservation requests no later than the deadline provided by the City’s Parks and Recreation Director or after the City receives a bona fide third-party request that conflicts with the School Board’s requested use, whichever occurs first. The City shall confirm availability or state the grounds for unavailability in writing within ten (10) days after receipt of the School Board’s reservation request.

- c. If the School Board exercises its right for only a portion of a requested time block, the City may accept third-party reservations for the remaining portion(s) that do not materially interfere with the School Board's use.
- d. **Approving Season Reservation Requests.** Upon receipt of the School Board's season reservation request, the City shall review the requested dates, times, and facilities and shall identify any conflicts with previously scheduled City Programs or public reservations. Subject to existing identified conflicts limited to section 5.e., the City shall reserve the requested dates, times, and facilities for the School Board's events as set forth in the School Board's season reservation request. The City shall confirm the approved reservations in writing via email to the District Athletics Director and the applicable School Athletic Director. Upon providing written confirmation, the City shall treat the approved dates, times, and facilities as reserved for the School Board, and shall not accept conflicting reservations for those same dates, times, and facilities, except as otherwise agreed by the Parties in writing.
- e. **Limitations and Exceptions.** The right of first refusal is subordinate to: (a) previously executed City reservations memorialized in writing prior to the School Board's reservation request; (b) City-sponsored events of citywide significance approved in writing by the City Manager or Mayor prior to the School Board's reservation request; (c) emergency operations, public safety needs, elections, or uses mandated by law; and (d) closures, maintenance, repairs, or capital projects that render Court Facilities unavailable. The right of first refusal does not waive or alter applicable Facility rules, insurance, indemnity, supervision, or staffing requirements, nor any fees or cost-recovery charges otherwise applicable under this Agreement, except as expressly provided herein.
- f. **Good-Faith Coordination; Mitigation.** The City and the School Board shall reasonably cooperate to avoid and mitigate scheduling conflicts, including by identifying comparable alternate dates, times, or facilities in the City's inventory when the Court Facilities are unavailable. Where an exception in Section 5. e. applies, the City shall provide prompt written notice describing the basis for unavailability and, where practicable, offer alternative accommodations.
- g. **Making Season Reservation Requests.** The School Board's season reservation requests shall be submitted by email to the City's Parks and Recreation Department at parksrec@cityofbrooksville.us, or such other email address as the City may designate in writing. The season reservation request must list: all requested dates and times for the upcoming season, the specific facility or facilities for each date, the start and end times, and whether an adjacent pavilion is also requested (understanding that any pavilion adjacent to the volleyball courts is a separate rental and not included with the court

reservation). (Note: The District would like this included in the rental fee.) The start and end time shall include and delineate between preparation, game duration, and breakdown.

- h. **Conflicting Reservation.** If the City accepts, approves, or otherwise confirms a reservation, license, or other grant of use of the Court Facilities to any third party that conflicts in whole or in part with the School Board's confirmed reservation for the same facility, date, time, or material portion thereof, such occurrence shall constitute a Conflicting Reservation. The City shall promptly provide written notice to the School Board upon learning of any potential or actual Conflicting Reservation and shall, within 5 business days of such notice, use reasonable efforts to cure the conflict by honoring the School Board's confirmed reservation or by securing an equivalent alternative facility, date, and time acceptable to the School Board in the School Board's sole discretion. If a Conflicting Reservation is not cured to the School Board's satisfaction pursuant to this paragraph, the City shall refund to the School Board, within 10 business days after the earlier of (a) the School Board's written rejection of the proposed cure or (b) the reserved date, all amounts the School Board has paid to the City attributable to the affected reservation, including any deposits, fees, or charges.
- i. **Additional Reservations.** The School Board may request additional reservations by email to the Parks and Recreation Department using the same email address and procedure described above in Paragraph 5(a). Such additional reservations shall be subject to availability. The City shall make reasonable efforts to accommodate timely reservation requests and shall confirm approved additional reservations in writing. No additional reservation is confirmed until written confirmation is provided.
- j. **Modifications and Cancellations.** If the School Board must cancel or reschedule a District Program scheduled at a Court Facility, it shall notify the Parks and Recreation Department by email as soon as reasonably practicable. All payments made for the reservation shall be refunded to the School Board within 10 business days after notification to the City of the cancellation or rescheduling. All refunds shall be made out to the Hernando County School District. The City may, in its discretion, decline to approve late or last-minute changes if such changes would unreasonably interfere with City Programs or public reservations.

6. **Fees and Payment.** The School Board shall pay the City for use of the Court Facilities at the following hourly rates. The City shall invoice the School Board on a monthly basis for approved and completed reservations during the prior month, and shall send the invoices to the District and School Athletic Directors. Payment shall be due within thirty (30) days after the School Board's receipt of the invoice. As of the Effective Date, the City's fees are:

- a. Volleyball courts: Twenty Dollars (\$20.00) per hour per court; and

- b. Tennis courts: Five Dollars (\$5.00) per hour per court.

The parties agree that the fee payable under this Agreement is limited solely to the actual duration of the game from scheduled start to conclusion and expressly excludes any time spent on, or costs associated with, setup, pre-game preparation, warm-ups, sound checks, equipment installation, staging, and post-game breakdown, teardown, cleanup, or removal activities, as well as time for invitees to enter or exit the venue. Any time or services required for preparation, cleanup, and entrance or exit from the venue outside of the actual game time shall be at no cost to the District.

7. **Use of Adjacent Pavilions for Volleyball.** For District Programs held at the City's volleyball courts, the adjacent pavilion is included with the volleyball court rental under this Agreement. If the School Board desires to use an adjacent Pavilion in connection with a volleyball court reservation, it must reserve and pay for the Pavilion separately. If the School Board does not separately reserve the Pavilion, the City may rent the Pavilion to other users during the School Board's volleyball court reservations. (Note: The District would like the pavilion included in the rental fee and this paragraph modified to reflect the same.)

8. **School Board Responsibilities.** For each District Program at any City Facility:

- a. The School Board shall ensure that its District Programs do not infringe upon time already scheduled by others at a City Facility and that the City Facility is vacated no later than the end of the time scheduled for the applicable District Program.
- b. The School Board shall ensure that at least one designated adult representative or coach (18 years of age or older) is physically present on site at all times, who shall:
 - i. Arrive at the City Facility in advance of the scheduled start time;
 - ii. Oversee the safety of students, employees, volunteers, and spectators attending the District Program;
 - iii. Ensure that all School Board participants and spectators leave the City Facility no later than the scheduled end of the District Program;
 - iv. Remain at the City Facility until all School Board participants and spectators have left; and
 - v. Ensure that the City Facility is left in substantially the same condition in which it was found;
- c. The School Board shall ensure that all District Programs at City Facilities are conducted in accordance with all applicable federal, state, and local laws and regulations, all applicable School Board policies, and all City ordinances, rules, and written facility use guidelines as may be provided to the School Board and updated from time to time.

- d. The School Board shall ensure that no person attending a District Program smokes anywhere on any City property that is designated as being a non-smoking area.
- e. The School Board shall ensure that no person consumes or has open alcohol anywhere on any City property while attending a District Program.
- f. The sale of goods, food or beverages by persons on City property is prohibited.
- g. The School Board shall ensure that persons attending City Facilities for purposes of District Programs park only in designated parking areas.
- h. The School Board shall ensure that no person attending City Facilities for purposes of District Programs uses any open flame, pyrotechnics or fog machines on or in any City Facility.
- i. The Using-Party shall ensure that all refuse produced by Using-Party Persons within City Facilities are placed in the appropriate designated receptacles.
- j. The School Board acknowledges that the City shall not be liable for any damage to or loss of any property belonging to the School Board or persons attending City Facilities for purposes of District Programs in connection with the use of any City Facility.
- k. If any portion of the Court Facilities, equipment, or appurtenances is damaged as a result of the negligence or willful misconduct of the School Board, its employees, agents, students, or invitees (beyond normal wear and tear), the City shall provide written notification of the same to the School Board within ten (10) days of discovering the damage, in addition documentation in support of the same. The School Board will then have the opportunity to address and repair the damage. Should the School Board be unable to repair the damage, the City may proceed with repairs and invoice the School Board for the reasonable, documented cost. Payment will be due within forty-five (45) days after receipt of the invoice.
- l. The School Board shall promptly report any apparent hazardous or unsafe condition at the Court Facilities encountered in connection with District Programs to the City's Parks and Recreation Department.

9. **City Responsibilities.**

- a. The City shall be responsible for the general operation, routine maintenance, and repair of the City and Court Facilities, consistent with the standards the City applies for public use, subject to budgetary and operational constraints.

- b. The City shall provide necessary utilities (such as lighting, where available, and water) for the Court Facilities during scheduled District Programs, consistent with City policies. The City may establish and implement reasonable practices to conserve energy and manage usage.
- c. The City shall be responsible for ensuring that any and all portions of City Facilities and Court Facilities are kept in a clean and neat condition during and after the City's use of said City and Court Facilities.

10. **Insurance.**

- a. **Required Coverage.** The School Board shall maintain commercial general liability insurance, covering all of the parties' operations regarding this Agreement, with a combined single limit of not less than Two Million Dollars (\$2,000,000). In addition, the School Board shall maintain:
 - i. Comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used pursuant to this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000).
 - ii. Workers' compensation plan covering all of its employees as required by Florida law, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the Florida Department of Insurance.
 - iii. Employer's liability coverage for each employee who is subject to this Agreement. That policy shall provide employer's liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per occurrence.
- b. **Self-Insurance.** If the School Board elects to be self-insured, in lieu of providing proof of insurance, the School Board shall provide proof of self-insurance satisfactory to the City and meeting the requirements imposed herein, which can include a consent to self-insure issued by the Florida Department of Insurance. The School Board warrants that the self-insurance provides substantially the same protection as the insurance required herein. The School Board further agrees to notify the City in the event any change in self-insurance occurs that would alter the obligations undertaken in this Agreement within thirty (30) days of the change.
- c. **Other Requirements.** Without limiting the parties' duties of indemnification, the School Board shall comply with the following insurance coverage requirements:

- i. Each policy shall be issued by a company authorized by law to transact business in the State of Florida.
- ii. Each policy shall provide that the parties shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof.
- iii. Comprehensive motor vehicle and commercial general liability policies shall provide an endorsement naming the City, and its officers, agents, representatives and employees as additional insured.
- iv. The School Board shall provide an endorsement that the insurer waives the right of subrogation against the City, and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers, but only for claims arising from the negligence or wrongful acts of School Board officers and employees acting within the scope of the officer's/employee's office or employment under the circumstances in which the School Board would be liable to the claimant.
- v. The required coverage and policy limits shall be maintained in effect throughout the Term.

- d. **Certificates of Insurance.** Upon execution of this Agreement, the School Board shall file certificates of insurance or consents to self-insure with the City, showing that it has in effect the insurance required by this Agreement. The School Board shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

11. **Indemnification.** To the fullest extent permitted by Florida law, each party shall defend, indemnify, and hold harmless the other party, its governing body and members thereof, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the other party, its agents, contractors, employees, representatives, officers, servants, concessionaires, or volunteers in conjunction with the performance of this Agreement, unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against said party, the other party, upon written notice from the other, shall defend the same at its expense by counsel approved in writing by the Indemnified Party.

12. **Notices.** Except as otherwise provided herein, any notice of default or termination, from either party to the other party shall be in writing and sent by certified mail, return receipt requested or personally delivered with signed proof of delivery. The City's and School Board's representatives are:

City: Lisa Hendrickson
City Manager
201 Howell Ave.
Brooksville, FL 34601
Phone: (352) 540-3810

With copies to: City Attorney
Vose Law Firm
Phone: (407) 645-3735

School Board: Ray Pinder
Superintendent of Hernando County School District
919 North Broad Street
Brooksville, Florida 34601
Phone: (352) 797-7001

Steve Crognale
Executive Director of Support Operations
8016 Mobley Road
Brooksville, FL 34601
Phone:

With copies to: Office of General Counsel
919 North Broad Street
Brooksville, Florida 34601
Phone: (352) 797-7253

13. **Public Records.**

- a. If a request to inspect or copy public records relating to this Agreement is received by the City or the School Board, such requests will be handled pursuant to Section 119, Florida Statutes any internal City or School Board policy or procedure.
- b. **IF THERE ARE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS. CUSTODIAN OF PUBLIC RECORDS FOR CITY: JENNIFER BATTISTA, JBATTISTA@CITYOFBROOKSVILLE.US. CUSTODIAN OF PUBLIC RECORDS FOR SCHOOL BOARD IS: ELLERMAN_A@HCSB.K12.FL.US.**

14. **E-Verify.** The City and the School Board shall comply with Chapter 448.095, Florida Statutes with regards to E-Verify.

15. **No Waiver of Sovereign Immunity.** Each Party shall be liable for its own negligent acts or omissions and those of its officers, employees, and agents acting within the scope of their employment, to the extent provided by section 768.28, Florida Statutes, as it may be amended. Nothing in this Agreement shall be construed as a waiver of either Party's sovereign immunity or the monetary limitations set forth in section 768.28, Florida Statutes, or as consent to be sued by any person or entity

16. **Assignment.** Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except as may be required by law.

17. **Termination.** This Agreement will remain in effect unless terminated by either Party as follows:

- a. **Termination for Cause.** If either Party materially breaches this Agreement, the non-breaching Party may provide written notice specifying the breach and the action required to cure the breach to the breaching party. The breaching party shall then be entitled to a period of fifteen (15) business days from receipt of said notice in which to cure the breach. In the event the breach is not cured within the fifteen (15) business day period, this Agreement may be terminated not less than ten (10) business days after receipt of the written notice.
- b. **Termination for Convenience.** Either Party may terminate this Agreement for convenience, without cause, by providing the other Party at least thirty (30) days' prior written notice.

Automatic Termination. This Agreement shall automatically terminate upon the expiration of this Agreement as described in Paragraph 3 above.

18. **Unforeseen Questions.** The Parties agree that in the event of unforeseen questions arising out of the use of the City Facilities subject to this Agreement, the questions will be settled in writing between the Superintendent and the City Manager, or their respective designees, for resolution of such questions concerning this Agreement.

19. **No Transfer of Ownership.** Nothing in this Agreement shall be construed as a transfer of ownership or any property interest in the City Facilities. The City retains full ownership, control, and management authority over the City Facilities.

20. **Force Majeure.** Neither Party shall be liable to the other for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by acts of God, weather events, fire, flood, war, terrorism, labor disputes, epidemics, utility failures, governmental orders, or other events beyond that Party's reasonable control.

21. **Unavailability of Facilities.** The City may temporarily close or restrict access to any Court Facility due to weather, safety concerns, maintenance, repairs, staffing shortages, or other operational reasons. In such event, the City shall use reasonable efforts to notify the School Board as early as practicable and, where feasible, to offer an alternative date or location, but shall

not be liable for any damages arising from such closure or restriction. Notwithstanding the same, should the School Board determine, at its sole discretion, that the alternative date or location is not practicable or fit for the District Program, the School Board shall provide written notification to the City as soon as practicable. The City shall refund any payments made by the School Board for use of the previously reserved Court Facility within ten (10) days of the District's written notification to the City.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the School Board's use of the City's tennis and volleyball Court Facilities and supersedes all prior discussions or understandings on this specific subject, whether written or oral.

23. **Modification.** No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by the Parties.

24. **Binding Effect.** This Agreement shall be binding upon the respective successors and assigns of the Parties hereto.

25. **Amendments.** This Agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

26. **Waiver of Jury Trial.** Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each Party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

27. **No Third-Party Beneficiaries.** The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

28. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

29. **Authority.** Each person signing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute this Agreement on behalf of that Party.

30. **Governing Law; Venue; Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts of Hernando County, Florida. Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each Party shall be responsible for its own costs and

attorneys' fees in the event of any litigation, dispute, claim, action, appeal or administrative proceeding.

31. **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

32. **Non Waiver.** The failure of either party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.

33. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURES TO FOLLOW]*

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates set forth below.

Attest:

Ray Pinder, Superintendent

Hernando County School Board

Kelly A. Pogue
Approved as to Form
by WSH Attorney
07/07/2026 07:27 am

Kayce Hawkins, Board Chair
Date: _____

Attest:

Jennifer Battista, City Clerk

City of Brooksville

Christa Tanner, Mayor
Date: _____

A. Item Currently Budgeted -

Account Name		<u>No Financial Impact</u>								
Account Number										
		Fund	Function	Object	Cost Center	Project	Sub Project			
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$		\$		\$		\$		\$		\$

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

B. Item Currently Not Budgeted -**

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

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

C. History

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



Hernando School District

School Board Regular Meeting

Agenda Item # 7. 27-3976

8/11/2026

Title and Board Action Requested

Approve the District's Tentative 2025-2026 5-Year Work Plan.

Executive Summary

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the District's Tentative 2025-2026 5-Year Work Plan before submittal to the Florida Department of Education in accordance with Section 1013.35(2), Florida Statutes.

My Contact

Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
352-797-7050

Jim Lipsey
School Planner
lipsey_j@hcsb.k12.fl.us
352-797-7050

2023-28 Strategic Focus Area

Priority 5: Fiscal Transparency and Capital Planning

Financial Impact

See attached budget sheet.

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



INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.
If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.
If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2025 - 2026	2026 - 2027	2027 - 2028	2028 - 2029	2029 - 2030	Five Year Total
Total Revenues	\$101,165,337	\$65,812,385	\$63,432,726	\$62,266,397	\$70,723,162	\$363,400,007
Total Project Costs	\$32,000,076	\$54,486,812	\$51,732,000	\$50,730,000	\$62,420,000	\$251,368,888
Difference (Remaining Funds)	\$69,165,261	\$11,325,573	\$11,700,726	\$11,536,397	\$8,303,162	\$112,031,119

District HERNANDO COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption

Work Plan Submittal Date

DISTRICT SUPERINTENDENT

CHIEF FINANCIAL OFFICER

DISTRICT POINT-OF-CONTACT PERSON

JOB TITLE

PHONE NUMBER

E-MAIL ADDRESS

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item		2025 - 2026 Actual Budget	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	2029 - 2030 Projected	Total
HVAC		\$16,196,417	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$48,196,417
Locations:	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, DISTRICT MAINTENANCE/PLANT OPERATIONS, DISTRICT TRANSPORTATION, DISTRICT WAREHOUSE, Eastside Elementary, ELAINE BEELER EDUCATIONAL RESOURCE CENTER, Exceptional Student Support Services, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO ADMINISTRATIVE SUPPORT, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SAFE SCHOOLS 1, SAFE SCHOOLS 2, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, The Education Foundation, TRANSPORTATION 2, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8						
Flooring		\$239,419	\$300,000	\$300,000	\$300,000	\$300,000	\$1,439,419
Locations:	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, DISTRICT MAINTENANCE/PLANT OPERATIONS, DISTRICT TRANSPORTATION, DISTRICT WAREHOUSE, Eastside Elementary, ELAINE BEELER EDUCATIONAL RESOURCE CENTER, Exceptional Student Support Services, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO ADMINISTRATIVE SUPPORT, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SAFE SCHOOLS 1, SAFE SCHOOLS 2, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, The Education Foundation, TRANSPORTATION 2, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8						
Roofing		\$2,730,196	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$14,730,196
Locations:	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, DISTRICT MAINTENANCE/PLANT OPERATIONS, DISTRICT TRANSPORTATION, DISTRICT WAREHOUSE, Eastside Elementary, ELAINE BEELER EDUCATIONAL RESOURCE CENTER, Exceptional Student Support Services, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO ADMINISTRATIVE SUPPORT, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SAFE SCHOOLS 1, SAFE SCHOOLS 2, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, The Education Foundation, TRANSPORTATION 2, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8						
Safety to Life		\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$2,000,000
Locations:	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, DISTRICT MAINTENANCE/PLANT OPERATIONS, DISTRICT TRANSPORTATION, DISTRICT WAREHOUSE, Eastside Elementary, ELAINE BEELER EDUCATIONAL RESOURCE CENTER, Exceptional Student Support Services, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO ADMINISTRATIVE SUPPORT, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SAFE SCHOOLS 1, SAFE SCHOOLS 2, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, The Education Foundation, TRANSPORTATION 2, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8						
Fencing		\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
Locations:	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, DISTRICT MAINTENANCE/PLANT OPERATIONS, DISTRICT TRANSPORTATION, DISTRICT WAREHOUSE, Eastside Elementary, ELAINE BEELER EDUCATIONAL RESOURCE CENTER, Exceptional Student Support Services, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO ADMINISTRATIVE SUPPORT, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SAFE SCHOOLS 1, SAFE SCHOOLS 2, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, The Education Foundation, TRANSPORTATION 2, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8						

Parking		\$30,000	\$80,000	\$80,000	\$80,000	\$80,000	\$350,000
Locations:	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, DISTRICT MAINTENANCE/PLANT OPERATIONS, DISTRICT TRANSPORTATION, DISTRICT WAREHOUSE, Eastside Elementary, ELAINE BEELER EDUCATIONAL RESOURCE CENTER, Exceptional Student Support Services, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO ADMINISTRATIVE SUPPORT, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SAFE SCHOOLS 1, SAFE SCHOOLS 2, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, The Education Foundation, TRANSPORTATION 2, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8						
Electrical		\$0	\$180,000	\$180,000	\$180,000	\$180,000	\$720,000
Locations:	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, DISTRICT MAINTENANCE/PLANT OPERATIONS, DISTRICT TRANSPORTATION, DISTRICT WAREHOUSE, Eastside Elementary, ELAINE BEELER EDUCATIONAL RESOURCE CENTER, Exceptional Student Support Services, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO ADMINISTRATIVE SUPPORT, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SAFE SCHOOLS 1, SAFE SCHOOLS 2, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, The Education Foundation, TRANSPORTATION 2, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8						
Fire Alarm		\$0	\$60,000	\$60,000	\$60,000	\$60,000	\$240,000
Locations:	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, DISTRICT MAINTENANCE/PLANT OPERATIONS, DISTRICT TRANSPORTATION, DISTRICT WAREHOUSE, Eastside Elementary, ELAINE BEELER EDUCATIONAL RESOURCE CENTER, Exceptional Student Support Services, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO ADMINISTRATIVE SUPPORT, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SAFE SCHOOLS 1, SAFE SCHOOLS 2, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, The Education Foundation, TRANSPORTATION 2, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8						
Telephone/Intercom System		\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$20,000
Locations:	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, DISTRICT MAINTENANCE/PLANT OPERATIONS, DISTRICT TRANSPORTATION, DISTRICT WAREHOUSE, Eastside Elementary, ELAINE BEELER EDUCATIONAL RESOURCE CENTER, Exceptional Student Support Services, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO ADMINISTRATIVE SUPPORT, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SAFE SCHOOLS 1, SAFE SCHOOLS 2, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, The Education Foundation, TRANSPORTATION 2, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8						
Closed Circuit Television		\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.						
Paint		\$0	\$45,000	\$45,000	\$45,000	\$45,000	\$180,000
Locations:	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, DISTRICT MAINTENANCE/PLANT OPERATIONS, DISTRICT TRANSPORTATION, DISTRICT WAREHOUSE, Eastside Elementary, ELAINE BEELER EDUCATIONAL RESOURCE CENTER, Exceptional Student Support Services, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO ADMINISTRATIVE SUPPORT, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SAFE SCHOOLS 1, SAFE SCHOOLS 2, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, The Education Foundation, TRANSPORTATION 2, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8						
Maintenance/Repair		\$0	\$250,000	\$500,000	\$750,000	\$1,000,000	\$2,500,000
Locations:	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, DISTRICT MAINTENANCE/PLANT OPERATIONS, DISTRICT TRANSPORTATION, DISTRICT WAREHOUSE, Eastside Elementary, ELAINE BEELER EDUCATIONAL RESOURCE CENTER, Exceptional Student Support Services, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO ADMINISTRATIVE SUPPORT, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SAFE SCHOOLS 1, SAFE SCHOOLS 2, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, The Education Foundation, TRANSPORTATION 2, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8						
Sub Total:		\$19,196,032	\$12,440,000	\$12,690,000	\$12,940,000	\$13,190,000	\$70,456,032

PECO Maintenance Expenditures	\$967,168	\$0	\$0	\$0	\$0	\$967,168
1.50 Mill Sub Total:	\$18,228,864	\$12,790,000	\$13,040,000	\$13,290,000	\$13,540,000	\$70,888,864

Other Items	2025 - 2026 Actual Budget	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	2029 - 2030 Projected	Total
Indoor Air Quality	\$0	\$200,000	\$200,000	\$200,000	\$200,000	\$800,000
Locations	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, DISTRICT MAINTENANCE/PLANT OPERATIONS, DISTRICT TRANSPORTATION, DISTRICT WAREHOUSE, Eastside Elementary, ELAINE BEELER EDUCATIONAL RESOURCE CENTER, Exceptional Student Support Services, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO ADMINISTRATIVE SUPPORT, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SAFE SCHOOLS 1, SAFE SCHOOLS 2, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, The Education Foundation, TRANSPORTATION 2, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8					
Athletics/Playgrounds	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$200,000
Locations	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, Eastside Elementary, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8					
Site improvements/Portables	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$400,000
Locations	BROOKSVILLE ELEMENTARY, CENTRAL SENIOR HIGH, CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS, CHOCACHATTI ELEMENTARY, DELORES S PARROTT MIDDLE, DELTONA ELEMENTARY, DISTRICT MAINTENANCE/PLANT OPERATIONS, DISTRICT TRANSPORTATION, DISTRICT WAREHOUSE, Eastside Elementary, ELAINE BEELER EDUCATIONAL RESOURCE CENTER, Exceptional Student Support Services, EXPLORER K-8, FOX CHAPEL MIDDLE, FRANK W SPRINGSTEAD SENIOR HIGH, HERNANDO ADMINISTRATIVE SUPPORT, HERNANDO SENIOR HIGH, JOHN D FLOYD ELEMENTARY, MOTON ELEMENTARY, NATURE COAST TECHNICAL HIGH, PINE GROVE ELEMENTARY, POWELL MIDDLE, SAFE SCHOOLS 1, SAFE SCHOOLS 2, SPRING HILL ELEMENTARY, SUNCOAST ELEMENTARY, The Education Foundation, TRANSPORTATION 2, Weeki Wachee High School, WEST HERNANDO MIDDLE, WESTSIDE ELEMENTARY, Winding Waters K-8					
Total:	\$19,196,032	\$12,790,000	\$13,040,000	\$13,290,000	\$13,540,000	\$71,856,032

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2025 - 2026 Actual Budget	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	2029 - 2030 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$18,228,864	\$12,790,000	\$13,040,000	\$13,290,000	\$13,540,000	\$70,888,864
Maintenance/Repair Salaries	\$0	\$0	\$0	\$0	\$0	\$0
School Bus Purchases	\$0	\$800,000	\$800,000	\$800,000	\$800,000	\$3,200,000
Other Vehicle Purchases	\$0	\$200,000	\$200,000	\$200,000	\$200,000	\$800,000
Capital Outlay Equipment	\$0	\$1,029,896	\$863,232	\$910,688	\$688,354	\$3,492,170
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$1,131,515	\$1,131,515	\$1,131,515	\$1,131,515	\$1,131,515	\$5,657,575
Rent/Lease Relocatables	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$1,686,874	\$1,771,218	\$1,859,779	\$1,952,768	\$2,050,406	\$9,321,045

Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Technology	\$0	\$455,836	\$406,609	\$364,289	\$325,347	\$1,552,081
Local Expenditure Totals:	\$21,047,253	\$18,178,465	\$18,301,135	\$18,649,260	\$18,735,622	\$94,911,735

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2025 - 2026 Actual Value	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	2029 - 2030 Projected	Total
(1) Non-exempt property assessed valuation		\$20,899,811,174	\$21,702,161,351	\$23,259,001,288	\$24,606,593,755	\$26,064,259,430	\$116,531,826,998
(2) The Millage projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$35,111,683	\$36,459,631	\$39,075,122	\$41,339,078	\$43,787,956	\$195,773,470
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	\$30,095,728	\$31,251,112	\$33,492,962	\$35,433,495	\$37,532,534	\$167,805,831
(5) Difference of lines (3) and (4)		\$5,015,955	\$5,208,519	\$5,582,160	\$5,905,583	\$6,255,422	\$27,967,639

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2025 - 2026 Actual Budget	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	2029 - 2030 Projected	Total
PECO New Construction	340	\$253,000	\$0	\$0	\$0	\$0	\$253,000
PECO Maintenance Expenditures		\$967,168	\$0	\$0	\$0	\$0	\$967,168
		\$1,220,168	\$0	\$0	\$0	\$0	\$1,220,168

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2025 - 2026 Actual Budget	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	2029 - 2030 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$920,584	\$920,584	\$920,584	\$920,584	\$920,584	\$4,602,920
CO & DS Interest on Undistributed CO	360	\$37,527	\$37,527	\$37,527	\$37,527	\$37,527	\$187,635
		\$958,111	\$958,111	\$958,111	\$958,111	\$958,111	\$4,790,555

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Item	2025 - 2026 Actual Budget	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	2029 - 2030 Projected	Total
26-3249 ROLLING ROCK TOWNHOMES (76 DU = 13 students); Capacity deficiency = 4 HS stations, mitigated by future cash payment(s) for construction / expansion of school facilities. (Payment Date = TBD)	\$0	\$0	\$0	\$0	\$178,873	\$178,873
26-3298 VERONA HILLS (302 DU = 91 students); Capacity deficiency = 28 HS stations, mitigated by future cash payment(s) for construction / expansion of school facilities. (Payment Date = TBD)	\$0	\$0	\$0	\$0	\$1,252,116	\$1,252,116
26-3227 TRAILS AT RIVARD (240 DU = 72 students); Capacity deficiency = 6 HS stations, mitigated by future cash payment(s) for construction / expansion of school facilities. (Payment Date = TBD)	\$0	\$0	\$0	\$0	\$268,311	\$268,311
26-3227 ARDEN OF BROOKSVILLE (360 DU = 68 students); Capacity deficiency = 21 HS stations, mitigated by future cash payment(s) for construction / expansion of school facilities. (Payment Date = TBD)	\$0	\$0	\$0	\$0	\$939,087	\$939,087
26-3330 MILK-A-WAY FARMS (366 DU = 98 students); Capacity deficiency = 26 HS stations, mitigated by future cash payment(s) for construction / expansion of school facilities. (Payment Date = TBD)	\$0	\$0	\$0	\$0	\$1,167,661	\$1,167,661
26-3640 LIBERTY COVE (92 DU = 28 students); Capacity deficiency of 9 HS stations, mitigated by future cash payment(s) for construction / expansion of school facilities. (Payment Date = TBD)	\$0	\$0	\$0	\$0	\$408,813	\$408,813
26-3718 SPRINGSIDE CROSSING (771 DU = 208 students); Capacity deficiency = 64 HS stations, mitigated by future cash payment(s) for construction / expansion of school facilities. (Payment Date = TBD)	\$0	\$0	\$0	\$0	\$2,908,161	\$2,908,161
26-3639 SHADY OAKS NORTH (196 DU = 59 students); Capacity deficiency = 18 HS stations, mitigated by future cash payment(s) for construction / expansion of school facilities. (Payment Date = TBD)	\$0	\$0	\$0	\$0	\$817,627	\$817,627
	\$0	\$0	\$0	\$0	\$7,940,649	\$7,940,649

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2024 - 2025?

Yes

Sales Surtax Type:	Half Cent Sales Surtax
Date of Election:	11/5/2024
Date of Expiration:	12/31/2035
Anticipated Revenue Start Date:	1/1/2026
Anticipated Revenue End Date:	12/31/2035
Estimated Annualized Revenue:	\$20,658,354
Total \$ Amount Projected to be Received for the Duration of Tax:	\$216,200,000
Number of Years Tax In Effect:	10
Percentage of Vote FOR:	61 %
Percentage of Vote AGAINST:	39 %

Additional Revenue Source

Any additional revenue sources

Item	2025 - 2026 Actual Value	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	2029 - 2030 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$71,888	\$0	\$0	\$0	\$0	\$71,888
Proceeds from Voted Capital Improvements millage	\$31,600,068	\$0	\$0	\$0	\$0	\$31,600,068
Other Revenue for Other Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from 1/2 cent sales surtax authorized by school board	\$20,026,465	\$21,027,788	\$22,079,177	\$23,183,136	\$24,342,293	\$110,658,859
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$592,091	\$0	\$0	\$0	\$0	\$592,091
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$9,958,501	\$10,257,256	\$10,564,974	\$10,881,923	\$11,208,381	\$52,871,035
Private donations	\$0	\$0	\$0	\$0	\$0	\$0
Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$200,000

Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$28,656,738	\$20,446,583	\$14,588,637	\$10,408,992	\$7,426,816	\$81,527,766
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$90,905,751	\$51,781,627	\$47,282,788	\$44,524,051	\$43,027,490	\$277,521,707

Total Revenue Summary

Item Name	2025 - 2026 Budget	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	2029 - 2030 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$30,095,728	\$31,251,112	\$33,492,962	\$35,433,495	\$37,532,534	\$167,805,831
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$21,047,253)	(\$18,178,465)	(\$18,301,135)	(\$18,649,260)	(\$18,735,622)	(\$94,911,735)
PECO Maintenance Revenue	\$967,168	\$0	\$0	\$0	\$0	\$967,168
Available 1.50 Mill for New Construction	\$9,048,475	\$13,072,647	\$15,191,827	\$16,784,235	\$18,796,912	\$72,894,096

Item Name	2025 - 2026 Budget	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	2029 - 2030 Projected	Five Year Total
CO & DS Revenue	\$958,111	\$958,111	\$958,111	\$958,111	\$958,111	\$4,790,555
PECO New Construction Revenue	\$253,000	\$0	\$0	\$0	\$0	\$253,000
Other/Additional Revenue	\$90,905,751	\$51,781,627	\$47,282,788	\$44,524,051	\$50,968,139	\$285,462,356
Total Additional Revenue	\$92,116,862	\$52,739,738	\$48,240,899	\$45,482,162	\$51,926,250	\$290,505,911
Total Available Revenue	\$101,165,337	\$65,812,385	\$63,432,726	\$62,266,397	\$70,723,162	\$363,400,007

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2025 - 2026	2026 - 2027	2027 - 2028	2028 - 2029	2029 - 2030	Total	Funded
Remodel Buildings 4 & 6	Eastside Elementary	Planned Cost:	\$2,950,000	\$2,950,000	\$0	\$0	\$0	\$5,900,000	Yes
	Student Stations:		0	42	0	0	0	42	
	Total Classrooms:		0	3	0	0	0	3	
	Gross Sq Ft:		0	8,866	0	0	0	8,866	
Classroom Addition	Winding Waters K-8	Planned Cost:	\$0	\$0	\$0	\$3,600,000	\$16,400,000	\$20,000,000	Yes
	Student Stations:		0	0	0	0	462	462	
	Total Classrooms:		0	0	0	0	21	21	
	Gross Sq Ft:		0	0	0	0	35,000	35,000	
Addition & Remodel (INCL. ENDEAVOR)	CENTRAL SENIOR HIGH	Planned Cost:	\$0	\$0	\$0	\$5,040,000	\$22,960,000	\$28,000,000	Yes
	Student Stations:		0	0	0	0	800	800	
	Total Classrooms:		0	0	0	0	32	32	
	Gross Sq Ft:		0	0	0	0	53,000	53,000	
Classroom Addition	MOTON ELEMENTARY	Planned Cost:	\$0	\$0	\$0	\$2,520,000	\$11,480,000	\$14,000,000	Yes
	Student Stations:		0	0	0	0	308	308	
	Total Classrooms:		0	0	0	0	14	14	
	Gross Sq Ft:		0	0	0	0	24,000	24,000	
Classroom Addition	HERNANDO SENIOR HIGH	Planned Cost:	\$0	\$0	\$0	\$2,520,000	\$11,480,000	\$14,000,000	Yes
	Student Stations:		0	0	0	0	300	300	
	Total Classrooms:		0	0	0	0	12	12	
	Gross Sq Ft:		0	0	0	0	20,000	20,000	
HIGH SCHOOL 'EEE' (McKETHAN ROAD PARCEL)	Location not specified	Planned Cost:	\$0	\$0	\$0	\$22,500,000	\$102,500,000	\$125,000,000	No
	Student Stations:		0	0	0	0	1,250	1,250	
	Total Classrooms:		0	0	0	0	50	50	
	Gross Sq Ft:		0	0	0	0	80,000	80,000	

Planned Cost:	\$2,950,000	\$2,950,000	\$0	\$36,180,000	\$164,820,000	\$206,900,000
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Student Stations:	0	42	0	0	3,120	3,162
Total Classrooms:	0	3	0	0	129	132
Gross Sq Ft:	0	8,866	0	0	212,000	220,866

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2025 - 2026 Actual Budget	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	2029 - 2030 Projected	Total	Funded
(BLDG 28) Replace FRP w/ Tile	CENTRAL SENIOR HIGH	\$0	\$0	\$0	\$75,000	\$0	\$75,000	Yes
Campus Wide Stormwater Drainage	CENTRAL SENIOR HIGH	\$0	\$500,000	\$0	\$0	\$0	\$500,000	Yes
Tennis Court Resurfacing	CENTRAL SENIOR HIGH	\$0	\$0	\$50,000	\$0	\$0	\$50,000	Yes
Track Repair/Replacement	CENTRAL SENIOR HIGH	\$0	\$0	\$1,500,000	\$0	\$0	\$1,500,000	Yes
Stadium & Pressbox Upgrades	CENTRAL SENIOR HIGH	\$0	\$1,500,000	\$0	\$0	\$0	\$1,500,000	Yes
Concession Stands Upgrade/Replacement	CENTRAL SENIOR HIGH	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
Replace (2) Field Restroom Bldgs. w/ Precast Conc. Bldgs.	CENTRAL SENIOR HIGH	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Replace Football & Soccer Scoreboards	CENTRAL SENIOR HIGH	\$0	\$0	\$0	\$75,000	\$0	\$75,000	Yes
Upgrade Ballfield Lighting to LED	CENTRAL SENIOR HIGH	\$0	\$750,000	\$0	\$0	\$0	\$750,000	Yes
New Softball Field Pressbox	CENTRAL SENIOR HIGH	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Field House Restroom HVAC	CENTRAL SENIOR HIGH	\$0	\$750,000	\$0	\$0	\$0	\$750,000	Yes
Re-Finish Columns at Front of Campus	CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS	\$0	\$75,000	\$0	\$0	\$0	\$75,000	Yes
Tennis Court Sun Shades	CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS	\$0	\$0	\$0	\$75,000	\$0	\$75,000	Yes
Bus Loop Repaving	CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Gymnasium Bleacher Replacement	CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS	\$0	\$0	\$0	\$275,000	\$0	\$275,000	Yes
DISTRICTWIDE School Hardening	Location not specified	\$967,000	\$0	\$0	\$0	\$0	\$967,000	Yes
Duct Cleaning	CHOCACHATTI ELEMENTARY	\$0	\$0	\$0	\$300,000	\$0	\$300,000	Yes
Dining Room Folding Door Replacement	CHOCACHATTI ELEMENTARY	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Campus Wide Ceilings & LED Lighting	DELTONA ELEMENTARY	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
Campus Wide Window Replacement	DELTONA ELEMENTARY	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
Campus Wide Classroom Countertop Replacement	DELTONA ELEMENTARY	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Classroom & Hallway Repainting	DELTONA ELEMENTARY	\$0	\$0	\$0	\$150,000	\$0	\$150,000	Yes

Parking Lot & Bus Loop Resurfacing	DELTONA ELEMENTARY	\$0	\$75,000	\$0	\$0	\$0	\$75,000	Yes
Playground Improvements & Addition	DELTONA ELEMENTARY	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
Window & Bldg. Envelope Repair	DISTRICT MAINTENANCE/PLANT OPERATIONS	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Repaint Exterior	DISTRICT WAREHOUSE	\$0	\$0	\$0	\$75,000	\$0	\$75,000	Yes
Roof Replacement	DISTRICT WAREHOUSE	\$0	\$0	\$0	\$850,000	\$0	\$850,000	Yes
Roof & Soffit Replacement (Phase 2)	DELORES S PARROTT MIDDLE	\$1,680,155	\$0	\$0	\$0	\$0	\$1,680,155	Yes
Exterior Ceiling Upgrades	DELORES S PARROTT MIDDLE	\$0	\$500,000	\$0	\$0	\$0	\$500,000	Yes
Replace Bathroom Countertops	DELORES S PARROTT MIDDLE	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
(GYMNASIUM) Upgrade Scoreboards	DELORES S PARROTT MIDDLE	\$0	\$0	\$50,000	\$0	\$0	\$50,000	Yes
Replace Waterless Urinals	DELORES S PARROTT MIDDLE	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
New Accordion Door in Dining Room	DELORES S PARROTT MIDDLE	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Replace Basketball Courts	DELORES S PARROTT MIDDLE	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
Replace Irrigation System	DELORES S PARROTT MIDDLE	\$0	\$0	\$0	\$200,000	\$0	\$200,000	Yes
Replace Theater Lighting & Controls	DELORES S PARROTT MIDDLE	\$0	\$0	\$0	\$300,000	\$0	\$300,000	Yes
New Storage Container/Building	Eastside Elementary	\$50,000	\$0	\$0	\$0	\$0	\$50,000	Yes
Ceiling & LED Lighting Upgrades	Eastside Elementary	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	Yes
Roof Replacement (Phases 3 & 4)	Eastside Elementary	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	Yes
Window Upgrades	Eastside Elementary	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	Yes
(GYMNASIUM) Replace Bleachers	EXPLORER K-8	\$0	\$0	\$0	\$250,000	\$0	\$250,000	Yes
Install Bleachers for Softball Field	EXPLORER K-8	\$0	\$0	\$0	\$250,000	\$0	\$250,000	Yes
Paint Exposed Steel, Doors, & Handrails	EXPLORER K-8	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
(CAFETERIA) Repair Cracks in CMU and Columns	EXPLORER K-8	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
(CAFETERIA) Replace Accordion Door	EXPLORER K-8	\$0	\$0	\$0	\$200,000	\$0	\$200,000	Yes
Install Synthetic Turf on Dirt Play Areas	EXPLORER K-8	\$0	\$0	\$0	\$250,000	\$0	\$250,000	Yes
Renovate Football and Baseball Fields	EXPLORER K-8	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
Resurface Tennis and Basketball Courts	EXPLORER K-8	\$0	\$0	\$0	\$75,000	\$0	\$75,000	Yes
Repaint Exterior	FOX CHAPEL MIDDLE	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
(MEDIA CENTER) Concrete Pavers in Front	FOX CHAPEL MIDDLE	\$0	\$0	\$0	\$75,000	\$0	\$75,000	Yes
Softball Field Upgrades	FOX CHAPEL MIDDLE	\$0	\$0	\$0	\$300,000	\$0	\$300,000	Yes
Replace Doors	FOX CHAPEL MIDDLE	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes

(BLDG 5) Replace Concrete at Locker Rooms	FOX CHAPEL MIDDLE	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Exterior Window Upgrades	FOX CHAPEL MIDDLE	\$0	\$0	\$0	\$750,000	\$0	\$750,000	Yes
(BLDG 2) Replace VCT in Foyer	FOX CHAPEL MIDDLE	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
Upgrade Canopy Lights to LED	FOX CHAPEL MIDDLE	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
(CAFETERIA) Install Canopies for Outside Dining Area	FOX CHAPEL MIDDLE	\$0	\$0	\$0	\$150,000	\$0	\$150,000	Yes
Remodel/Replace Entire Building	TRANSPORTATION 2	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
New Athletic Storage Bldg.	Weeki Wachee High School	\$0	\$200,000	\$0	\$0	\$0	\$200,000	Yes
Campus Wide Ceilings & LED Lighting	WESTSIDE ELEMENTARY	\$0	\$0	\$0	\$800,000	\$0	\$800,000	Yes
Replace Concrete & Asphalt at Portables	WESTSIDE ELEMENTARY	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Clean & Upgrade Ductwork	WESTSIDE ELEMENTARY	\$0	\$0	\$0	\$250,000	\$0	\$250,000	Yes
Install & Replace Gutters & Downspouts as Needed	WESTSIDE ELEMENTARY	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
Replace Galvanized Piping Campus Wide	WESTSIDE ELEMENTARY	\$0	\$0	\$0	\$350,000	\$0	\$350,000	Yes
(BLDG 1) Install Awning	WESTSIDE ELEMENTARY	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
(GYM) Repairs to Sports Floor	WEST HERNANDO MIDDLE	\$0	\$0	\$50,000	\$0	\$0	\$50,000	Yes
Remodel Restrooms (700 Hall)	WEST HERNANDO MIDDLE	\$0	\$0	\$0	\$150,000	\$0	\$150,000	Yes
Campus Wide Flooring Replacement	WEST HERNANDO MIDDLE	\$0	\$0	\$400,000	\$0	\$0	\$400,000	Yes
Campus Wide Gutter Replacement	WEST HERNANDO MIDDLE	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Campus Wide Window Upgrades	WEST HERNANDO MIDDLE	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	Yes
Re-caulk Expansion Joints Campus Wide	WEST HERNANDO MIDDLE	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
Bus Loop Lighting	CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS	\$125,000	\$0	\$0	\$0	\$0	\$125,000	Yes
Campus Wide Expansion Joint Recaulking	CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS	\$0	\$0	\$50,000	\$0	\$0	\$50,000	Yes
(CAFETERIA) PA System Replacement	POWELL MIDDLE	\$0	\$0	\$0	\$75,000	\$0	\$75,000	Yes
Campus Wide Carpet & Stair Tread Replacement	DELORES S PARROTT MIDDLE	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Upgrade bathrooms	DISTRICT WAREHOUSE	\$0	\$0	\$0	\$250,000	\$0	\$250,000	Yes
(BLDG 1) Restroom Renovation	Eastside Elementary	\$0	\$0	\$0	\$200,000	\$0	\$200,000	Yes
HVAC Replacement	Eastside Elementary	\$0	\$3,000,000	\$0	\$0	\$0	\$3,000,000	Yes
(BLDG. 3) Forensic Study & Building Stabilization	FOX CHAPEL MIDDLE	\$0	\$300,000	\$0	\$0	\$0	\$300,000	Yes
HVAC Replacement	FRANK W SPRINGSTEAD SENIOR HIGH	\$10,639,549	\$0	\$0	\$0	\$0	\$10,639,549	Yes

(BLDG 11) Replace Roofing	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$3,539,327	\$0	\$0	\$0	\$3,539,327	Yes
(GYMNASIUM) Restroom Addition & Remodel	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$0	\$0	\$750,000	\$0	\$750,000	Yes
Weight Room Expansion	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$0	\$0	\$200,000	\$0	\$200,000	Yes
(BLDGS 8, 9, 15, 19 & 21) Roof Replacement	HERNANDO SENIOR HIGH	\$0	\$0	\$1,600,000	\$0	\$0	\$1,600,000	Yes
(BLDG 8, 9, 15, & 19) Repaint Exterior	HERNANDO SENIOR HIGH	\$0	\$50,000	\$0	\$0	\$0	\$50,000	Yes
Campuswide Flooring Replacement	JOHN D FLOYD ELEMENTARY	\$0	\$0	\$0	\$400,000	\$0	\$400,000	Yes
Irrigation System Replacement	JOHN D FLOYD ELEMENTARY	\$0	\$0	\$0	\$200,000	\$0	\$200,000	Yes
(BLDGS. 4 & 6) Forensic Study & Building Stabilization	MOTON ELEMENTARY	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Chiller Replacement & HVAC Upgrades	MOTON ELEMENTARY	\$0	\$0	\$6,000,000	\$0	\$0	\$6,000,000	Yes
(CAFETERIA) Serving Line Flooring & Equipment	NATURE COAST TECHNICAL HIGH	\$0	\$1,300,000	\$0	\$0	\$0	\$1,300,000	Yes
Track Replacement	NATURE COAST TECHNICAL HIGH	\$0	\$0	\$1,250,000	\$0	\$0	\$1,250,000	Yes
HVAC Chiller, AHUs & Controls System Upgrades	NATURE COAST TECHNICAL HIGH	\$0	\$0	\$5,000,000	\$0	\$0	\$5,000,000	Yes
Vinyl Siding Replacement	DELORES S PARROTT MIDDLE	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
(GYMNASIUM) Remodel Lobby	DELORES S PARROTT MIDDLE	\$0	\$0	\$0	\$200,000	\$0	\$200,000	Yes
Campuswide Window Replacement	PINE GROVE ELEMENTARY	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000	Yes
Repair/Replace Tennis Courts	POWELL MIDDLE	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000	Yes
Roof Replacement (Phase 2)	POWELL MIDDLE	\$0	\$2,100,000	\$0	\$0	\$0	\$2,100,000	Yes
Replace Ceiling & Upgrade Lighting in Dining Rm.	POWELL MIDDLE	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Shade Canopy at P.E. Playfields	POWELL MIDDLE	\$0	\$0	\$0	\$350,000	\$0	\$350,000	Yes
Replace DX Units Campus Wide	POWELL MIDDLE	\$725,000	\$0	\$9,000,000	\$0	\$0	\$9,725,000	Yes
Additional paving for warehouse deliveries	DISTRICT WAREHOUSE	\$0	\$0	\$0	\$400,000	\$0	\$400,000	Yes
Increase On-Site Stacking for Parent Pick-Up	SPRING HILL ELEMENTARY	\$305,500	\$916,600	\$0	\$0	\$0	\$1,222,100	Yes
Replace RTU's & HVAC upgrades	SPRING HILL ELEMENTARY	\$0	\$0	\$0	\$1,500,000	\$0	\$1,500,000	Yes
Reapply 10-Year Roof Coating	SUNCOAST ELEMENTARY	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Tennis Court Replacement	WEST HERNANDO MIDDLE	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000	Yes
Replace Canopies (Structural Issues)	WEST HERNANDO MIDDLE	\$227,785	\$151,885	\$0	\$0	\$0	\$379,670	Yes
Increase On-Site Stacking for Parent Pick-Up	WESTSIDE ELEMENTARY	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
Courtyard Drainage Improvements	DELTONA ELEMENTARY	\$0	\$50,000	\$0	\$0	\$0	\$50,000	Yes

Stormwater Drainage & Football Field Turf	FRANK W SPRINGSTEAD SENIOR HIGH	\$3,539,327	\$0	\$0	\$0	\$0	\$3,539,327	Yes
Campuswide Restroom Upgrades	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$1,500,000	\$0	\$0	\$0	\$1,500,000	Yes
Theatrical (Stage) Lighting Replacement	HERNANDO SENIOR HIGH	\$0	\$0	\$400,000	\$0	\$0	\$400,000	Yes
(BLDG. 2) Roof Replacement	WESTSIDE ELEMENTARY	\$0	\$0	\$200,000	\$0	\$0	\$200,000	Yes
Ceiling & LED Lighting Upgrade	BROOKSVILLE ELEMENTARY	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
Cafeteria Folding Partition Replacement	BROOKSVILLE ELEMENTARY	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
(YMCA) Drainage Repairs	CENTRAL SENIOR HIGH	\$0	\$50,000	\$0	\$0	\$0	\$50,000	Yes
(BLDG. 5) Restroom Renovation	BROOKSVILLE ELEMENTARY	\$200,000	\$0	\$0	\$0	\$0	\$200,000	Yes
Intercom Upgrade	CENTRAL SENIOR HIGH	\$0	\$150,000	\$0	\$0	\$0	\$150,000	Yes
(GYM & CORRIDOR 218) VCT Replacement	DELORES S PARROTT MIDDLE	\$80,000	\$0	\$0	\$0	\$0	\$80,000	Yes
(DISTRICT OFFICE) Replace Galvanized Piping	HERNANDO ADMINISTRATIVE SUPPORT	\$0	\$0	\$200,000	\$0	\$0	\$200,000	Yes
Roof Replacement	The Education Foundation	\$0	\$0	\$400,000	\$0	\$0	\$400,000	Yes
Install Marquee Sign	Eastside Elementary	\$0	\$100,000	\$0	\$0	\$0	\$100,000	Yes
Building Stabilization	Eastside Elementary	\$0	\$750,000	\$0	\$0	\$0	\$750,000	Yes
(BLDG 2) Roof Replacement	FOX CHAPEL MIDDLE	\$0	\$0	\$0	\$600,000	\$0	\$600,000	Yes
Baseball Locker Rm. HVAC Replacement	HERNANDO SENIOR HIGH	\$0	\$100,000	\$0	\$0	\$0	\$100,000	Yes
(CAFETERIA) New HVAC	SPRING HILL ELEMENTARY	\$0	\$275,000	\$0	\$0	\$0	\$275,000	Yes
Track Resurfacing	Weeki Wachee High School	\$0	\$165,000	\$0	\$0	\$0	\$165,000	Yes
(CHILLER PLANT) Controls Upgrade	WESTSIDE ELEMENTARY	\$0	\$70,000	\$0	\$0	\$0	\$70,000	Yes
Campus Wide Roof Recoating	CENTRAL SENIOR HIGH	\$0	\$400,000	\$1,600,000	\$0	\$0	\$2,000,000	Yes
Welding Shop LED Upgrade	CENTRAL SENIOR HIGH	\$0	\$0	\$55,000	\$0	\$0	\$55,000	Yes
DISTRICTWIDE Playground Improvement / Replacement	Location not specified	\$0	\$500,000	\$0	\$0	\$0	\$500,000	Yes
Chiller #3 Renewal	DELTONA ELEMENTARY	\$0	\$270,000	\$0	\$0	\$0	\$270,000	Yes
DISTRICTWIDE Serving Line Flooring	Location not specified	\$70,000	\$100,000	\$100,000	\$100,000	\$100,000	\$470,000	Yes
Parking Lot Resealing	DISTRICT TRANSPORTATION	\$0	\$0	\$97,000	\$0	\$0	\$97,000	Yes
Upgrade Locksets to Omnia	CENTRAL SENIOR HIGH	\$0	\$500,000	\$0	\$0	\$0	\$500,000	Yes
Parking Lots Seal & Restripe	CENTRAL SENIOR HIGH	\$100,000	\$0	\$0	\$0	\$0	\$100,000	Yes
(GYMNASIUM) Trophy Cases Upgrade to Code	CENTRAL SENIOR HIGH	\$0	\$50,000	\$0	\$0	\$0	\$50,000	Yes
Science Lab Repairs & Upgrades	CENTRAL SENIOR HIGH	\$0	\$400,000	\$3,600,000	\$0	\$0	\$4,000,000	Yes
(ENDEAVOR) - HVAC Replacement	CENTRAL SENIOR HIGH	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes

Sidewalk Repairs	CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS	\$0	\$100,000	\$0	\$0	\$0	\$100,000	Yes
Sod Replacement	CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS	\$0	\$84,000	\$0	\$0	\$0	\$84,000	Yes
Tennis Court Resurfacing	CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS	\$100,000	\$0	\$0	\$0	\$0	\$100,000	Yes
Exterior Lighting (LED Upgrade)	CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
Covered Walkway (To PE Office)	CHOCACHATTI ELEMENTARY	\$50,000	\$0	\$0	\$0	\$0	\$50,000	Yes
HVAC Controls System Upgrade	CHOCACHATTI ELEMENTARY	\$0	\$450,000	\$0	\$0	\$0	\$450,000	Yes
Repaint Interior	CHOCACHATTI ELEMENTARY	\$0	\$50,000	\$0	\$0	\$0	\$50,000	Yes
Traffic & Pedestrian Safety Improvements	CHOCACHATTI ELEMENTARY	\$250,000	\$0	\$0	\$0	\$0	\$250,000	Yes
(CAFETERIA) Serving Line Flooring & Equipment	DELORES S PARROTT MIDDLE	\$125,000	\$500,000	\$0	\$0	\$0	\$625,000	Yes
HVAC Replacement	DELTONA ELEMENTARY	\$0	\$4,000,000	\$0	\$0	\$0	\$4,000,000	Yes
(BLDG 5) CHW Piping & DX Unit Replacement	DELTONA ELEMENTARY	\$0	\$0	\$2,000,000	\$0	\$0	\$2,000,000	Yes
Concession Stand Remodeling	FOX CHAPEL MIDDLE	\$100,000	\$0	\$0	\$250,000	\$0	\$350,000	Yes
Ceiling & LED Light Upgrade	FOX CHAPEL MIDDLE	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
Resurface Tennis Courts	FOX CHAPEL MIDDLE	\$50,000	\$0	\$0	\$0	\$0	\$50,000	Yes
Storefront Replacement (Phase 2)	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$250,000	\$0	\$0	\$0	\$250,000	Yes
(BLDG 1) Replace Roofing	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$2,800,000	\$0	\$0	\$0	\$2,800,000	Yes
Replace Theater Stage Floor	HERNANDO SENIOR HIGH	\$0	\$34,000	\$100,000	\$0	\$0	\$134,000	Yes
Replace Awning at Outside Dining	HERNANDO SENIOR HIGH	\$75,000	\$0	\$0	\$0	\$0	\$75,000	Yes
Replace Gutters	MOTON ELEMENTARY	\$150,000	\$0	\$0	\$0	\$0	\$150,000	Yes
Replace Roofs (Phase 2)	SPRING HILL ELEMENTARY	\$0	\$0	\$0	\$2,250,000	\$0	\$2,250,000	Yes
Exterior LED Light Upgrade	WEST HERNANDO MIDDLE	\$0	\$250,000	\$0	\$0	\$0	\$250,000	Yes
Main Building Sewer Repairs	WESTSIDE ELEMENTARY	\$150,000	\$0	\$0	\$0	\$0	\$150,000	Yes
Campus Wide Carpet Replacement	CHOCACHATTI ELEMENTARY	\$0	\$0	\$300,000	\$0	\$0	\$300,000	Yes
New PE Pavillion	DELORES S PARROTT MIDDLE	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Storefront Replacement (Phase 3)	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$500,000	\$0	\$0	\$0	\$500,000	Yes
HVAC Upgrades & Rebalance	Winding Waters K-8	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
Maint. Warehouse Insulation (Ph. 2)	DISTRICT MAINTENANCE/PLANT OPERATIONS	\$0	\$0	\$0	\$250,000	\$0	\$250,000	Yes

Roof Replacement	DISTRICT MAINTENANCE/PLANT OPERATIONS	\$0	\$0	\$0	\$850,000	\$0	\$850,000	Yes
Bathroom Renovations in Classroom Buildings	FOX CHAPEL MIDDLE	\$0	\$0	\$0	\$750,000	\$0	\$750,000	Yes
Remodel Student Restrooms for Security	Weeki Wachee High School	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
Repaint Exterior Stucco & Siding	Weeki Wachee High School	\$0	\$400,000	\$0	\$0	\$0	\$400,000	Yes
(ENDEAVOR) Covered Walkway at West Bus Loop	CENTRAL SENIOR HIGH	\$0	\$0	\$200,000	\$0	\$0	\$200,000	Yes
Campus Wide Exterior Painting	CENTRAL SENIOR HIGH	\$0	\$0	\$400,000	\$0	\$0	\$400,000	Yes
(CEP) HVAC Upgrades & Rebalance	Weeki Wachee High School	\$8,075,000	\$1,431,000	\$0	\$0	\$0	\$9,506,000	Yes
Paint Exterior	NATURE COAST TECHNICAL HIGH	\$0	\$0	\$0	\$300,000	\$0	\$300,000	Yes
New Greenhouse	Weeki Wachee High School	\$0	\$0	\$0	\$250,000	\$0	\$250,000	Yes
New Storage Container/Building	Winding Waters K-8	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
Increase On-Site Stacking for Parent Pick-Up / Bus Loop	Weeki Wachee High School	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000	Yes
Campus Wide LED Lighting Upgrade	DELORES S PARROTT MIDDLE	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000	Yes
Replace blinds campuswide	DELTONA ELEMENTARY	\$0	\$0	\$50,000	\$0	\$0	\$50,000	Yes
Classroom Flooring Replacement	DELTONA ELEMENTARY	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
(BLDG 1) Roof Replacement	Exceptional Student Support Services	\$50,000	\$0	\$0	\$0	\$0	\$50,000	Yes
HVAC Upgrades	Exceptional Student Support Services	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
(CAFETERIA) Upgrade Sound System	EXPLORER K-8	\$0	\$50,000	\$0	\$0	\$0	\$50,000	Yes
Replace Interior Doors	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$0	\$50,000	\$0	\$0	\$50,000	Yes
Campuswide Window Replacement	JOHN D FLOYD ELEMENTARY	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000	Yes
(BLDG 7) Replace VCT	NATURE COAST TECHNICAL HIGH	\$0	\$0	\$50,000	\$0	\$0	\$50,000	Yes
Campus Wide Duct Cleaning	SPRING HILL ELEMENTARY	\$0	\$0	\$200,000	\$0	\$0	\$200,000	Yes
(BLDG 4) Replace courtyard concrete	SPRING HILL ELEMENTARY	\$0	\$0	\$0	\$75,000	\$0	\$75,000	Yes
Duct Cleaning	Weeki Wachee High School	\$0	\$0	\$730,000	\$0	\$0	\$730,000	Yes
Repair Water intrusion at Entrance Walls	WEST HERNANDO MIDDLE	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
(BLDG 1) Replace Concrete and Address Drainage Issues	WESTSIDE ELEMENTARY	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Duct cleaning	Winding Waters K-8	\$800,000	\$0	\$0	\$0	\$0	\$800,000	Yes
Exterior LED Lighting Upgrade	BROOKSVILLE ELEMENTARY	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Ceiling & LED Lighting Upgrade	CENTRAL SENIOR HIGH	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
Covered Walkways	CENTRAL SENIOR HIGH	\$0	\$0	\$0	\$250,000	\$0	\$250,000	Yes

Door Painting / Replacement	CENTRAL SENIOR HIGH	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Athletic Storage Bldg. Replacement	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$3,000,000	\$0	\$0	\$0	\$3,000,000	Yes
New Band/Concession/Restroom Bldg. (Visitors' Side)	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
Baseball/Softball LED Field Lighting	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Dugout Renovation	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Vestibule 300/400 Remodel for New Office	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Repave West Entry to Stadium	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Repair/Replace Concrete Coating at Entry, Food Court, & Courtyard	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
(THEATER) Clean, Tuckpoint & Seal Brick	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
(STADIUM) Restroom Renovation & Ventilation	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$0	\$0	\$200,000	\$0	\$200,000	Yes
Repaint Interior	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Repaint Exterior	FRANK W SPRINGSTEAD SENIOR HIGH	\$0	\$0	\$0	\$250,000	\$0	\$250,000	Yes
Renovate ESE Garage	Exceptional Student Support Services	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
(DISTRICT OFFICE) Repair/Replace Sewer Lines	HERNANDO ADMINISTRATIVE SUPPORT	\$0	\$0	\$100,000	\$0	\$0	\$100,000	Yes
(DISTRICT OFFICE) New Records Storage Bldg.	HERNANDO ADMINISTRATIVE SUPPORT	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000	Yes
Repaint Exterior Steel & Handrails	HERNANDO SENIOR HIGH	\$50,000	\$0	\$0	\$750,000	\$0	\$800,000	Yes
New Softball Complex	HERNANDO SENIOR HIGH	\$0	\$0	\$3,000,000	\$0	\$0	\$3,000,000	Yes
Replace Concrete in Office Courtyard	HERNANDO SENIOR HIGH	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
(BLDGS 14, 15, 21, & 24) Ceiling and LED Lighting Upgrades	HERNANDO SENIOR HIGH	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Campuswide Expansion Joint Recaulking	HERNANDO SENIOR HIGH	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
New Field House	HERNANDO SENIOR HIGH	\$0	\$0	\$2,000,000	\$0	\$0	\$2,000,000	Yes
(CAFETERIA) Upgrade to LED Lighting	HERNANDO SENIOR HIGH	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
Irrigation System Replacement	HERNANDO SENIOR HIGH	\$0	\$0	\$0	\$200,000	\$0	\$200,000	Yes

Increase On-Site Stacking for Parent Pick-Up	JOHN D FLOYD ELEMENTARY	\$0	\$1,500,000	\$0	\$0	\$0	\$1,500,000	Yes
Clean/Repair Stormwater Drains	JOHN D FLOYD ELEMENTARY	\$0	\$0	\$100,000	\$0	\$0	\$100,000	Yes
(BLDG 12) VCT Replacement	JOHN D FLOYD ELEMENTARY	\$0	\$0	\$0	\$150,000	\$0	\$150,000	Yes
PA System Replacement	JOHN D FLOYD ELEMENTARY	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Walk-In Cooler/Freezer Replacement	JOHN D FLOYD ELEMENTARY	\$0	\$0	\$0	\$300,000	\$0	\$300,000	Yes
Upgrades/Repairs to Intercom System	MOTON ELEMENTARY	\$0	\$0	\$0	\$200,000	\$0	\$200,000	Yes
(Bldgs. 4 & 6) Water Under Slab	MOTON ELEMENTARY	\$0	\$0	\$750,000	\$0	\$0	\$750,000	Yes
(CAFETERIA) New Accordion Door	MOTON ELEMENTARY	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Campuswide Ceiling & LED Lighting Upgrade	MOTON ELEMENTARY	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000	Yes
Playground Addition & ADA Upgrades	MOTON ELEMENTARY	\$115,760	\$0	\$0	\$0	\$0	\$115,760	Yes
Install Fans in Quad Area	MOTON ELEMENTARY	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Install Shade Canopy in Quad Area	MOTON ELEMENTARY	\$0	\$0	\$0	\$200,000	\$0	\$200,000	Yes
Furniture Storage Shed	MOTON ELEMENTARY	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
Awning/Covered Walkway at 3 Front Entries	NATURE COAST TECHNICAL HIGH	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
(BLDG 5) Repair Concrete Columns	NATURE COAST TECHNICAL HIGH	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
Refinish Epoxy Floors Campuswide	NATURE COAST TECHNICAL HIGH	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
(MEDIA CTR) Carpet Replacement	NATURE COAST TECHNICAL HIGH	\$0	\$0	\$0	\$75,000	\$0	\$75,000	Yes
(BLDG 7) Roof Replacement	NATURE COAST TECHNICAL HIGH	\$0	\$0	\$0	\$750,000	\$0	\$750,000	Yes
New Concessions Bldg.	NATURE COAST TECHNICAL HIGH	\$0	\$0	\$750,000	\$0	\$0	\$750,000	Yes
New Field House	NATURE COAST TECHNICAL HIGH	\$0	\$0	\$1,300,000	\$0	\$0	\$1,300,000	Yes
Stadium Restroom Flooring Replacement	NATURE COAST TECHNICAL HIGH	\$0	\$0	\$50,000	\$0	\$0	\$50,000	Yes
Campuswide Expansion Joint Recaulking	NATURE COAST TECHNICAL HIGH	\$0	\$0	\$0	\$75,000	\$0	\$75,000	Yes
Walk-In Cooler/Freezer Replacement	PINE GROVE ELEMENTARY	\$0	\$0	\$0	\$300,000	\$0	\$300,000	Yes
Covered Walkways to Portables	PINE GROVE ELEMENTARY	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Campus Wide Carpet Replacement	POWELL MIDDLE	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Renovate Front Office Restrooms	POWELL MIDDLE	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Replace Panels Under Storefront Campus Wide	POWELL MIDDLE	\$0	\$0	\$0	\$300,000	\$0	\$300,000	Yes
Locker Room Ventilation Improvements	POWELL MIDDLE	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Replace Weight Room Equipment	POWELL MIDDLE	\$0	\$0	\$0	\$75,000	\$0	\$75,000	Yes

Replace & Upgrade Playground Equipment	SPRING HILL ELEMENTARY	\$200,000	\$0	\$0	\$0	\$0	\$200,000	Yes
(BLDG 8) Canopy Replacement	SPRING HILL ELEMENTARY	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Campus Wide Flooring Replacement	SPRING HILL ELEMENTARY	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Campus Wide Ceilings & LED Lighting	SPRING HILL ELEMENTARY	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Yes
Campus Wide Window Replacement	SPRING HILL ELEMENTARY	\$0	\$0	\$0	\$500,000	\$0	\$500,000	Yes
Clean & Seal Brick	SUNCOAST ELEMENTARY	\$0	\$0	\$0	\$50,000	\$0	\$50,000	Yes
Irrigation System Replacement	SUNCOAST ELEMENTARY	\$0	\$0	\$0	\$200,000	\$0	\$200,000	Yes
		\$29,050,076	\$51,536,812	\$51,732,000	\$37,050,000	\$100,000	\$169,468,888	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2025 - 2026 Satis. Stu. Sta.	Actual 2025 - 2026 FISH Capacity	Actual 2024 - 2025 COFTE	# Class Rooms	Actual Average 2025 - 2026 Class Size	Actual 2025 - 2026 Utilization	New Stu. Capacity	New Rooms to be Added/Re moved	Projected 2029 - 2030 COFTE	Projected 2029 - 2030 Utilization	Projected 2029 - 2030 Class Size
EXPLORER K-8	2,076	1,868	1,532	94	16	82.00 %	0	0	1,868	100.00 %	20
Weeki Wachee High School	1,716	1,630	1,260	66	19	77.00 %	0	0	1,630	100.00 %	25
Winding Waters K-8	1,955	1,759	1,573	90	17	89.00 %	462	21	2,099	95.00 %	19

WILTON SIMPSON TECHNICAL COLLEGE MAIN	93	0	0	5	0	0.00 %	0	0	0	0.00 %	0
SUNCOAST ELEMENTARY	1,214	1,214	971	62	16	80.00 %	0	0	1,007	83.00 %	16
CHOCACHATTI ELEMENTARY	993	993	741	44	17	75.00 %	0	0	787	79.00 %	18
Exceptional Student Support Services	191	0	0	15	0	0.00 %	0	0	0	0.00 %	0
FRANK W SPRINGSTEAD SENIOR HIGH	2,182	2,072	1,727	87	20	83.00 %	0	0	1,941	94.00 %	22
FOX CHAPEL MIDDLE	1,341	1,206	797	57	14	66.00 %	0	0	814	67.00 %	14
SPRING HILL ELEMENTARY	1,095	1,095	809	51	16	74.00 %	0	0	1,095	100.00 %	21
POWELL MIDDLE	1,257	1,131	1,007	51	20	89.00 %	0	0	1,131	100.00 %	22
HERNANDO SENIOR HIGH	1,787	1,697	1,197	73	16	71.00 %	300	12	1,825	91.00 %	21
BROOKSVILLE ELEMENTARY	931	931	649	48	14	70.00 %	0	0	784	84.00 %	16
CENTRAL SENIOR HIGH	2,446	2,201	1,491	100	15	68.00 %	700	28	2,201	76.00 %	17
PINE GROVE ELEMENTARY	1,506	1,506	946	74	13	63.00 %	0	0	1,504	100.00 %	20
WEST HERNANDO MIDDLE	1,453	1,307	635	63	10	49.00 %	0	0	1,307	100.00 %	21
DELTONA ELEMENTARY	1,125	1,125	844	57	15	75.00 %	0	0	808	72.00 %	14
WESTSIDE ELEMENTARY	874	874	481	47	10	55.00 %	0	0	551	63.00 %	12
Eastside Elementary	820	820	739	43	17	90.00 %	42	3	820	95.00 %	18
NATURE COAST TECHNICAL HIGH	1,441	1,296	1,212	58	21	93.00 %	0	0	1,296	100.00 %	22
CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS	1,785	1,606	1,442	80	18	90.00 %	0	0	1,490	93.00 %	19
MOTON ELEMENTARY	835	835	649	44	15	78.00 %	228	10	1,060	100.00 %	20
SAFE SCHOOLS 2	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
JOHN D FLOYD ELEMENTARY	1,654	1,654	926	75	12	56.00 %	0	0	1,272	77.00 %	17
DELORES S PARROTT MIDDLE	1,156	1,040	732	51	14	70.00 %	0	0	1,040	100.00 %	20
	31,926	29,860	22,359	1,435	16	74.88 %	1,732	74	28,330	89.67 %	19

The COFTE Projected Total (28,330) for 2029 - 2030 must match the Official Forecasted COFTE Total (23,195) for 2029 - 2030 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2029 - 2030		Grade Level Type	Balanced Projected COFTE for 2029 - 2030
Elementary (PK-3)	7,426		
Middle (4-8)	8,912		
		Elementary (PK-3)	-4,443

High (9-12)	6,857
	23,195

Middle (4-8)	1,344
High (9-12)	-2,036
	23,195

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2025 - 2026	2026 - 2027	2027 - 2028	2028 - 2029	2029 - 2030	Year 5 Total
Eastside Elementary	1	0	0	4	0	5
CENTRAL SENIOR HIGH	0	0	0	4	0	4
MOTON ELEMENTARY	0	0	0	0	4	4
Winding Waters K-8	0	5	0	0	0	5
Total Relocatable Replacements:	1	5	0	8	4	18

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2029 - 2030
Gulf Coast Academy	14	LEASE RENT	2003	220	220	9	220
Brooksville Engineering, Science & Technology Academy	8	LEASE RENT	2013	132	94	14	132
Gulf Coast Elementary	8	LEASE RENT	2020	124	124	1	124
	30			476	438		476

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		0	0	0	0	0	0

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		0	0	0	0	0	0

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Electrical service, domestic water, and sanitary sewer.

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

High School 'EEE' (McKethan Road Parcel)

Consistent with Comp Plan? Yes

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2024 - 2025 fiscal year.					List the net new classrooms to be added in the 2025 - 2026 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2025 - 2026 should match totals in Section 15A.			
Location	2024 - 2025 # Permanent	2024 - 2025 # Modular	2024 - 2025 # Relocatable	2024 - 2025 Total	2025 - 2026 # Permanent	2025 - 2026 # Modular	2025 - 2026 # Relocatable	2025 - 2026 Total
Elementary (PK-3)	20	0	0	20	0	0	0	0
Middle (4-8)	15	0	0	15	0	0	0	0
High (9-12)	15	0	0	15	0	0	0	0
	50	0	0	50	0	0	0	0

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2025 - 2026	2026 - 2027	2027 - 2028	2028 - 2029	2029 - 2030	5 Year Average
EXPLORER K-8	0	0	0	0	0	0
CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS	44	44	44	44	0	35
FRANK W SPRINGSTEAD SENIOR HIGH	500	500	500	500	0	400
FOX CHAPEL MIDDLE	198	198	198	198	0	158
SPRING HILL ELEMENTARY	291	291	291	291	0	233
Weeki Wachee High School	0	0	0	0	0	0
Winding Waters K-8	110	110	0	0	0	44
SAFE SCHOOLS 2	0	0	0	0	0	0
BROOKSVILLE ELEMENTARY	114	114	114	114	0	91
Exceptional Student Support Services	70	70	70	70	0	56
WESTSIDE ELEMENTARY	240	240	240	240	0	192
Eastside Elementary	84	84	84	0	0	50

HERNANDO SENIOR HIGH	125	125	125	125	0	100
SUNCOAST ELEMENTARY	66	66	66	66	0	53
CHOCACHATTI ELEMENTARY	256	256	256	256	0	205
NATURE COAST TECHNICAL HIGH	0	0	0	0	0	0
DELTONA ELEMENTARY	134	134	134	134	0	107
MOTON ELEMENTARY	80	80	80	80	0	64
POWELL MIDDLE	0	0	0	0	0	0
JOHN D FLOYD ELEMENTARY	451	451	451	451	0	361
DELORES S PARROTT MIDDLE	0	0	0	0	0	0
CENTRAL SENIOR HIGH	100	100	100	0	0	60
PINE GROVE ELEMENTARY	332	332	332	332	0	266
WEST HERNANDO MIDDLE	132	132	132	132	0	106
WILTON SIMPSON TECHNICAL COLLEGE MAIN	0	0	0	0	0	0

Totals for HERNANDO COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	3,327	3,327	3,217	3,033	0	2,581
Total number of COFTE students projected by year.	22,991	22,978	23,042	23,096	23,195	23,060
Percent in relocatables by year.	14 %	14 %	14 %	13 %	0 %	11 %

Leased Facilities Tracking

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2025 - 2026	FISH Student Stations	Owner	# of Leased Classrooms 2029 - 2030	FISH Student Stations
BROOKSVILLE ELEMENTARY	0	0		0	0
Exceptional Student Support Services	0	0		0	0
WESTSIDE ELEMENTARY	0	0		0	0
Eastside Elementary	0	0		0	0
HERNANDO SENIOR HIGH	0	0		0	0
JOHN D FLOYD ELEMENTARY	0	0		0	0
DELORES S PARROTT MIDDLE	0	0		0	0
CENTRAL SENIOR HIGH	0	0		0	0
WEST HERNANDO MIDDLE	0	0		0	0
FRANK W SPRINGSTEAD SENIOR HIGH	0	0		0	0
FOX CHAPEL MIDDLE	0	0		0	0
SPRING HILL ELEMENTARY	0	0		0	0

POWELL MIDDLE	0	0		0	0
PINE GROVE ELEMENTARY	0	0		0	0
DELTONA ELEMENTARY	0	0		0	0
MOTON ELEMENTARY	0	0		0	0
SUNCOAST ELEMENTARY	0	0		0	0
CHOCACHATTI ELEMENTARY	0	0		0	0
NATURE COAST TECHNICAL HIGH	0	0		0	0
CHALLENGER K-8 SCHOOL OF SCIENCE AND MATHEMATICS	0	0		0	0
EXPLORER K-8	0	0		0	0
Weeki Wachee High School	0	0		0	0
Winding Waters K-8	0	0		0	0
SAFE SCHOOLS 2	0	0		0	0
WILTON SIMPSON TECHNICAL COLLEGE MAIN	5	93	School Board	0	93
	5	93		0	93

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

Adjustments to school attendance zones were approved by the School Board in September 2015 and implemented in the 2016-17 school year, effectively maximizing permanent capacity for the past ten years.

In January 2024, the School Board gave consensus direction to proceed with Phase 1 of a multi-year expansion plan, with classroom additions at Eastside Elementary School and Winding Waters K-8 / Weeki Wachee High School. In January 2025, the School Board gave consensus direction to proceed with Phase 2 of the expansion plan, with classroom additions at Winding Waters K-8 and Central High School.

The School Board continues to explore options for adjusting school attendance zones to maximize the utilization of permanent capacity across the district.

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

In spite of recent marginal declines in enrollment, residential growth and development across the county continues to move forward at a steady pace. Consequently, the School Board has no plans to close any schools during the next five years.

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2024 - 2025 FISH Capacity	Actual 2024 - 2025 COFTE	Actual 2024 - 2025 Utilization	Actual 2025 - 2026 / 2034 - 2035 new Student Capacity to be added/removed	Projected 2034 - 2035 COFTE	Projected 2034 - 2035 Utilization
Elementary - District Totals	11,047	11,047	7,753.74	70.19 %	0	0	0.00 %
Middle - District Totals	13,469	12,118	9,209.06	75.99 %	0	0	0.00 %
High - District Totals	7,126	6,695	5,395.89	80.60 %	0	0	0.00 %
Other - ESE, etc	444	0	0.00	0.00 %	0	0	0.00 %
	32,086	29,860	22,358.69	74.88 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

Nothing reported for this section.

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2024 - 2025 FISH Capacity	Actual 2024 - 2025 COFTE	Actual 2024 - 2025 Utilization	Actual 2025 - 2026 / 2044 - 2045 new Student Capacity to be added/removed	Projected 2044 - 2045 COFTE	Projected 2044 - 2045 Utilization
Elementary - District Totals	11,047	11,047	7,753.74	70.19 %	0	0	0.00 %
Middle - District Totals	13,469	12,118	9,209.06	75.99 %	0	0	0.00 %
High - District Totals	7,126	6,695	5,395.89	80.60 %	0	0	0.00 %
Other - ESE, etc	444	0	0.00	0.00 %	0	0	0.00 %
	32,086	29,860	22,358.69	74.88 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

Nothing reported for this section.

A. Item Currently Budgeted -

Account Name		<u>No Financial Impact</u>										
Account Number												
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$		\$		\$		\$		\$		\$		

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

B. Item Currently Not Budgeted -**

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

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

C. History

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



Hernando School District

School Board Regular Meeting

Agenda Item # 8. 27-3982

8/11/2026

Title and Board Action Requested

Approve the Federal Subrecipient Agreement between Hernando County, Florida and Hernando County School Board.

Executive Summary

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the Federal Subrecipient Agreement between Hernando County, Florida and Hernando County School Board.

This agreement is required by the federal Government In order for the County to reimburse the District for \$1,227,670.00 for EHPA improvements at the new Eastside Elementary School cafeteria.

My Contact

Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
352-797-7050

2023-28 Strategic Focus Area

Priority 5: Fiscal Transparency and Capital Planning

Financial Impact

See attached budget sheet.

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

FEDERAL SUBRECIPIENT AGREEMENT

between

Hernando County, Florida and Hernando County School Board

for a federal subaward of an amount not to exceed \$1,227,670.00

from a federal award issued by U.S. Department of the Treasury

for the specific purpose of

Eastside Elementary Cafeteria Improvements

SUBAWARD COVERSHEET

INTERNAL TABLE – FOR COUNTY INTERNAL USE ONLY	
County Contract No.:	454H - HCSB
County Department/Division:	Administration
Subaward Budget Line:	\$1,227,670.00

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Article 1: Standard ARPA Form Agreement

- A. This Subrecipient Agreement (“**Agreement**”) is a “**Standard ARPA Form Agreement.**” Any changes to this standard form shall be noted separately using the *Standard ARPA Form Amendments* form attached as “**Form 1,**” which must be separately executed by the parties to this Agreement in order to be binding upon the parties.
- B. **This is the 07/15/2022 version of the Standard ARPA Form Agreement.**

Article 2: The Parties

- A. This Agreement is entered into by and between the two parties indicated in the following table:

TABLE 1 – THE PARTIES	
Party #1	Name: Hernando County, Florida (the “ County ”) Entity Type: Political Subdivision of the State of Florida Principal Address: 15470 Flight Path Drive Brooksville, Florida 34604 Agreement Liaison Name: Carla Rossiter-Smith, MSM, PMP, GPC Email Address: Crossiter-smith@co.hernando.fl.us
Party #2:	Name: Hernando County School Board (the “ Subrecipient ”) Entity Entity Type: Political Subdivision of the State of Florida Principal Address: 919 N Broad St Brooksville, Florida 34601 Agreement Liaison Name: Brian Ragan Email Address: ragan_b@hcsb.k12.fl.us

- B. The County and the Subrecipient may unilaterally re-designate their respective agreement liaisons by providing written notice of such change to the other party in accordance with **Article 5 (“Notice”)** of this Agreement.
- C. Both the County and the Subrecipient may be individually referred to as “**party**” or collectively referred to as “**parties**” in this Agreement.

Article 3: Notice of Federal Subaward

- A. **This is a Federal Subrecipient Agreement for a Federal Subaward.** *Documentation of the County’s Receipt of the Federal Award* is attached as “**Attachment 1.**”
- B. **Federal Award Information.** The table below provides basic information regarding the underlying Federal Award pursuant to which this Agreement is being entered.

TABLE 2 – FEDERAL AWARD INFORMATION	
Award Project Description:	For use compliant with Section 602(b) & 603(b) of the Social Security Act, as amended by Section 9901 of the ARP Act of 2021.
Awarding Agency:	U.S. Department of the Treasury (the “ Federal Awarding Agency ”)
Award ID No.:	HR 1319, Title IX, Subtitle M, Section 9901 (the “ Federal Award ”)
Award Date:	05/13/2021

- C. **Federal Award Amount.** The amount of the underlying Federal Award received by the County is: \$37,666,667.
- D. **Subrecipient Compliance with Federal Award.** At all times during which the Subrecipient is performing under this Agreement, the Subrecipient shall comply with the terms of the underlying Federal Award, as well as with any guidance provided by the Federal Awarding Agency.
- E. **Compliance with the Federal Uniform Guidance.** The Subrecipient shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the “**Uniform Guidance**”) when meeting its obligations under this Agreement.
- F. **References for Emphasis Only.** The parties hereby agree that the specific provisions of the Uniform Guidance – or any other applicable federal, state, or local law – that are referenced in this Agreement are referenced for emphasis only. The exclusion of a specific applicable provision of law from this Agreement does not alleviate the Subrecipient from its obligation to comply with any such applicable provisions.
- G. **By executing this Agreement, the Subrecipient hereby certifies that it has reviewed 2 CFR Part 200 and any relevant Federal Awarding Agency guidance and that it understands its obligations pursuant to such federal regulations and guidance.**
- H. **Federal Subaward Amount.** The amount of the Federal Subaward issued pursuant to this Agreement is an amount not to exceed \$1,227,670 (the “**Subaward**”). This Agreement’s use of “an amount not to exceed” shall in no way entitle the Subrecipient to reimbursement or payment of the maximum amount provided unless such reimbursement or payments have been earned by the Subrecipient in accordance with the terms and provisions of this Agreement.
- I. **Required Information.** Any additional information required pursuant to 2 CFR § 200.332 (“**Requirements for Pass-Through Entities**”) may be found in the *Required Information for Federal Subawards Schedule* attached to this Agreement as “**Exhibit A.**”

Article 4: Term of Agreement, Subaward Period of Performance, and Extensions

- A. **Term of Agreement.** The term of this Agreement begins on the date that it is fully executed by both parties (the “**Effective Date**”) and shall conclude on: **September 30, 2026.**

B. Subaward Period of Performance.

1. The “**Subaward Period of Performance**” is the time during which the Subrecipient may incur obligations to carry out the work or services authorized under this Agreement. The Subrecipient may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).
2. The Subaward Period of Performance of this Agreement is:
June 25, 2024 to September 30, 2026. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award’s Period of Performance shall prevail.

Article 5: Notice

Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

TABLE 3 – NOTICE	
To the County:	Hernando County Administration Attn: Carla Rossiter-Smith Administration Building 15470 Flight Path Drive Brooksville, Florida 34604 AND Hernando County Administration Attn: Jeffrey Rogers Administration Building 15470 Flight Path Drive Brooksville, Florida 34604
To the Subrecipient:	Hernando County Schools Attn: Ray Pinder 919 N Broad St Brooksville, Florida 34601

Article 6: Subrecipient’s Obligations and Responsibilities

A. Scope of Services.

1. The Subrecipient shall be responsible for meeting the objectives of this Subaward, as detailed in the *Scope of Services* attached to this Agreement as “**Exhibit B**”, in a manner that is deemed satisfactory by the County and consistent with the standards set forth in this Agreement, the Federal Award, and any directives or guidance issued by the Federal Awarding Agency.

2. The Subrecipient shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Services*.

B. **Subrecipient's Agreement Liaison.** The Subrecipient's agreement liaison identified in **TABLE 1 – THE PARTIES**, or as re-designated pursuant to **Article 2, Paragraph B** above, shall be available to communicate and meet with the County's agreement liaison and relevant County staff in order to review the Subrecipient's performance pursuant to this Agreement. The County reserves the right to, at no additional cost to the County, require that the Subrecipient change its agreement liaison should the County's agreement liaison believe so-doing best serves the performance or objectives of the Subaward.

C. **Authority to Practice.** The Subrecipient hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to meet its obligations under the *Scope of Services*, and that it will at all times conduct its activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request. Failure by the County to request such proof of licensure and approvals shall in no manner be construed as alleviating the Subrecipient's obligations pursuant to **Paragraph C** of this Article, nor shall it be construed as shifting or imposing any liability onto the County.

D. **Employees of the Subrecipient.**

1. **Skillful Provision of Services.** All services or work provided pursuant to this Agreement shall be performed by the employees, volunteers, associates, or agents of the Subrecipient (or of any subcontractor of the Subrecipient) in a professional and skillful manner.
2. **Employee Licensure.** Any employee, volunteer, associate, or agent of the Subrecipient (or of any subcontractor of the Subrecipient) whose performance under this Agreement requires licensure shall have such valid and active licensure for the full duration of their performance under this Agreement.
3. **Removal of Employees.** The County may require, in writing, that the Subrecipient removes any employee, volunteer, associate, or agent of the Subrecipient (or of any subcontractor of the Subrecipient) that the County's agreement liaison – using their sole discretion – deems to be incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.
4. **E-Verify Use and Registration Certification.** Pursuant to Section 448.095, Florida Statutes, the Subrecipient must certify that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The Subrecipient must further certify that it does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. These certifications shall be provided by use of the *E-Verify Use and Registration Certification* found attached to this Agreement as "**Form 2**". Violation of s. 448.095, Florida Statutes, may result in the Immediate Termination (as later defined in **Article 22 ("Termination")**) of this Agreement.

E. **Non-Discrimination.**

1. The Subrecipient shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation or any other legally protected class.
2. The Subrecipient shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations. For further information about the federal anti-discrimination requirements for this Agreement, see **Article 23, Paragraph D (“Federal Contract Terms”)**.

F. **Inherently Religious Activities.** When expending the Subaward, the Subrecipient must adhere to the following conditions:

1. The Subrecipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded in whole or in part by the Subaward;
2. Such inherently religious activities must be offered separately, in time or location, from the Subaward-funded services; and
3. Participation in any inherently religious activities must be purely voluntary for the beneficiaries of the Subaward-funded services; therefore, the Subrecipient shall not implicitly or explicitly condition receipt of any services funded in whole or part by the Subaward on participation in any inherently religious activities.

G. **Public Entity Crimes and Scrutinized Companies.**

1. By use of the *Public Entity Crimes and Scrutinized Companies Certification* attached to this Agreement as **“Form 3,”** the Subrecipient must certify that:
 - a. The Subrecipient does not meet the definition of “Scrutinized Company” pursuant to Section 215.473, Florida Statutes; and
 - b. The Subrecipient – or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Subrecipient or an affiliate of the Subrecipient – has not been convicted of a public entity crime pursuant to Section 287.133(3), Florida Statutes.
2. The County reserves the right to Immediate Termination (as later defined in **Article 22 (“Termination”)**) of this Agreement should the Subrecipient:
 - a. Be found to have falsified its certification in **“Form 3”**; or
 - b. Become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to either Section 287.133, Florida Statutes (**“Public Entity Crime; Denial or Revocation of the Right to Transact Business with Public Entities”**) or Section 287.135, Florida Statutes (**“Prohibition Against Contracting with Scrutinized Companies”**) subsequent to entering into this Agreement with the County.

Article 7: Procurement and Subcontracting Standards

- A. **Procurement.** The Subrecipient must comply with 2 CFR §§ 200.318-200.327 (“**Procurement Standards**”) and must use such procedures when expending the Subaward. **Does the Subrecipient maintain written purchasing procedures in compliance with the aforementioned federal Procurement Standards? “Yes” or “No”:** «Procurement_Standards_Yes_or_No»

If “**Yes**,” then: By executing this Agreement, the Subrecipient hereby certifies that it maintains written purchasing procedures in compliance with 2 CFR §§ 200.318-200.327 (“**Procurement Standards**”) and will use such procedures when expending the Subaward.

If “**No**,” then: By executing this Agreement, the Subrecipient hereby certifies that it does not maintain written purchasing procedures that are in compliance with 2 CFR §§ 200.318-200.327 (“**Procurement Standards**”). As such, the Subrecipient hereby agrees to use the County’s purchasing procedures, as found in the County’s *Procurement Procedures Manual*, when expending the Subaward. The *Procurement Procedures Manual* can be found at this link: [Hernando County Purchasing Manual](#).

- B. **Simplified Acquisition Threshold.** The “**Simplified Acquisition Threshold**” means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. For the purposes of this Subaward, the Simplified Acquisition Threshold is: **\$35,000.00**. The Simplified Acquisition Threshold provided for in this Agreement is the one that the Subrecipient – and any of its sub-subrecipients – must use when making its expenditures of the Subaward.

C. **Subcontracting.**

1. **Approval by the County.** The Subrecipient shall not use any portion of the Subaward to provide payment to subcontractors without such payment being pursuant to a federally-compliant contract that has been approved by the County.
2. **Prohibition on Pre-Existing Subcontracts.** The Subrecipient may not use the Subaward to provide payment on pre-existing or continuing contracts it may have with subcontractors.
3. **Federally Required Contract Provisions.** The Subrecipient shall insert the relevant contract provisions found in Appendix II of 2 CFR Part 200 (“**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**”) into all contracts into which it enters while expending the Subaward. The County has provided a copy of such *Federally Required Contract Provisions*, which are attached as “**Attachment 2.**”
4. **Small and Minority Business Enterprises (“MBE”), Women Business Enterprises (“WBE”), and Labor Surplus Area Firms.** If the Subrecipient wishes to engage in sub-contracting or make any procurements pursuant to this Agreement, the Subrecipient understands that it must first execute the *Small and Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), and Labor Surplus Area Firm Certification* attached as “**Form 4**” stating that the Subrecipient shall take the “Five Affirmative Steps” regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms as required by the Federal Government in 2 CFR § 200.321 in the solicitation and selection of such subcontractor(s) or procurements.

5. **Engaging in subcontracting, pursuant to this Agreement without complying with the requirements of this article is strictly prohibited.**

D. **Sub-Subawards.**

1. **Approval by the County.** The Subrecipient shall not issue sub-subawards to any non-Federal entity without first receiving approval from the County.
2. **Prohibition on Pre-Existing Subrecipient Agreements.** The Subrecipient may not use any pre-existing subrecipient agreements that might exist between the Subrecipient and their intended sub-subrecipients as a basis for providing any subawards to such sub-subrecipient entities.
3. **Pass-Through Requirements.**
 - a. The Subrecipient must pass through all obligations of the Federal Award and any placed upon the Subrecipient under this Agreement to any of its sub-subrecipients through a federally compliant subrecipient agreement.
 - b. The Subrecipient must comply with all provisions of 2 CFR § 200.332 (“**Requirements for Pass-Through Entities**”) and any other applicable provisions of the Uniform Guidance when issuing a subaward to a sub-subrecipient.

- E. **Subrecipient/Contractor Determinations.** Prior to entering into an agreement with a third-party entity that is in part or in whole funded by the Subaward, the Subrecipient shall analyze the nature of such agreement pursuant to the provisions of 2 CFR § 200.331 (“**Subrecipient Subcontractor Determinations**”) to determine which type of relationship and requirements apply.

Article 8: Property Standards

- A. By executing this Agreement, the Subrecipient hereby certifies that it shall comply with 2 CFR §§ 200.310-200.316 (“**Property Standards**”) and will use such procedures when handling and managing any supplies, equipment, real estate, or other property procured with any portion of the Subaward.
- B. The Subrecipient shall maintain inventory records of all supplies, equipment, real estate, and other property procured with the Subaward and may not to sell, transfer, encumber, or otherwise dispose of any such property without the written permission of the County.

Article 9: Budget

- A. **Approved Budget.** The County-approved *Budget* for the Subaward is attached to this Agreement as “**Exhibit C**” and shall be the basis for which the County provides payment to the Subrecipient.
- B. **Budget Amendments.**
 1. **In General.** Requests to amend the *Budget* contemplated in this Agreement:
 - a. Must be received by the County no later than forty-five (45) days prior to the expiration of this Agreement’s term;
 - b. Shall be made prior to the Subrecipient incurring any expenses that are not expressly provided for in the *Budget*; and

- c. Shall be considered and approved at the sole discretion of the County.
- 2. **Informal Budget Amendments.** The County's agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**, may, in writing, informally approve the following types of *Budget* amendments:
 - a. **Discretionary Federal Awards.** If the Federal Award is discretionary in nature, then the County's agreement liaison may, in writing, informally approve requested amendments to the *Budget* that:
 - (1) Do not increase the maximum Subaward amount; and
 - (2) Are deemed by the County's agreement liaison as being consistent with the *Scope of Services* attached as **"Exhibit B"**.
 - b. **Non-Discretionary Federal Awards.** If the Federal Awarding Agency approved the *Budget* contemplated in this Agreement, then the County's agreement liaison may, in writing, informally approve amendments to the *Budget* only upon receipt of written approval of such amendments by the Federal Awarding Agency.
- 3. **Formal Budget Amendments.** Budget amendments that do not meet either requirement of **Paragraph B** of this Article may not be informally amended by the County's agreement liaison and, instead, must be made by formal written amendment mutually executed by both parties to this Agreement.

C. Program Income.

- 1. 2 CFR § 200.1 (**"Definitions"**), defines **"Program Income"** as gross income earned by the Subrecipient that is directly generated by a supported activity or earned as a result of the Subaward during the Subaward Period of Performance. Program Income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward Funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided, Program Income does not include rebates, credits, discounts, and interest earned on any of those items.
- 2. **The Subrecipient is not permitted to generate Program Income in its performance under this Agreement.**
- 3. In the event that the Subrecipient does generate unanticipated Program Income, unless otherwise directed by the County, in compliance with 2 CFR § 200.307(e)(1) (**"Program Income"**), the Subrecipient shall:
 - a. Calculate, document, and record such Program Income;
 - b. Immediately report such Program Income to the County;
 - c. Use the Program Income to reduce the Subaward reimbursements owed to the Subrecipient rather than to increase the funds committed to the project; and

- d. Return to the County, within thirty (30) calendar days from the expiration of the Subaward Period of Performance, any Program Income that the Subrecipient has earned and not expended pursuant to the provisions of this paragraph.

Article 10: Reimbursement Requests

- A. **Payment by Reimbursement.** This Subaward shall be paid through reimbursement for actual funding-eligible costs as permitted by this Agreement. In order to obtain payment, the Subrecipient shall make funding-eligible expenditures and thereafter submit a **“Reimbursement Request(s)”** to the County for such expenditures pursuant to the terms found in this Article.
- B. **Form of Reimbursement Requests.** Reimbursement Requests shall be delivered to the County in a manner consistent with that attached as **“Exhibit D.”** The Subrecipient shall additionally attach any supporting documentation as requested by the County’s agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B.**
- C. **Minimum Standards for Reimbursement Requests.** At minimum, all Reimbursement Requests submitted by the Subrecipient must:
 1. Include enough detail so that the County is able to confirm that the Subrecipient has only requested reimbursement of funding-eligible expenses that were incurred by the Subrecipient in compliance with the terms of this Agreement.
 2. If the *Budget* attached as **“Exhibit C”** has line-items or funding categories, indicate which line-item or funding category under which each funding-eligible cost is being requested for reimbursement.
 3. Pursuant to 2 CFR § 200.415(a) (**“Required Certifications”**), include the following federally required attestation executed by an individual that is legally authorized to do so by the Subrecipient:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”
 4. By executing this Agreement, the Subrecipient hereby affirms that it understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the County’s agreement liaison may request or require in order to consider a Reimbursement Request complete or to approve such request for reimbursement.
- D. **Reimbursement Request Frequency and Due Dates.** Unless otherwise stated in the *Scope of Services* attached to this Agreement as **“Exhibit B”**, which hereby supersedes the frequency and due date for Reimbursement Requests noted in this provision if there is a conflict between the two, invoices are due as followed:

1. **General Reimbursement Requests.** The period for submission of General Reimbursement Requests shall be **monthly** with such invoices due to the County by the **10th of the month subsequent to the provision of services** for which the County is being invoiced. Should the Subrecipient fail to timely submit its General Reimbursement Request for any particular month, it accepts the risk that the County may choose not to provide reimbursement for any expenses the Subrecipient incurred during such month.
 2. **Initial Reimbursement Request.**
 - a. If the Subaward Period of Performance began on a date prior to the execution of this Agreement, the Subrecipient shall submit an Initial Reimbursement Request that covers all funding-eligible expenses for the period of time beginning on the first day of the Subaward Period of Performance (for this Agreement: **June 25, 2024**) and ending on the date of execution of this Agreement. This Initial Reimbursement Request shall be submitted no later than the date that the first General Reimbursement Request is due to the County.
 - b. This Initial Reimbursement Request shall not be required if the Subaward Period of Performance and date of execution of this Agreement occur in the same month. If such occurs, the first General Reimbursement Request may include all expenses made for that month.
 3. **Final Invoices.** Final Invoices shall be due to the County **no later than thirty (30) calendar days** after the expiration or termination of this Agreement.
- E. **Withholding or Denial of Payment on Reimbursement Requests.** The County reserves the right to withhold or deny payment on any Reimbursement Request if such request:
1. Is incomplete or fails to provide the requisite supporting documentation;
 2. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or
 3. Indicates expenditures that are not compliant with this Agreement, the Federal Award, or any directives issued by the Federal Awarding Agency.

Article 11: Payment Terms

- A. **Local Government Prompt Payment Act.** The County shall make payments to the Subrecipient for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.
- B. **Federal Funding Availability.** The County is only responsible for payments to the Subrecipient for which the County is provided funding by the Federal Awarding Agency. If the Federal Awarding Agency determines that a specific cost or expense requested by the Subrecipient is not permitted to be reimbursed under the terms and conditions of the Federal Award, the County shall not be responsible for making payment to the Subrecipient for that specific requested cost or expense. Should the Federal Awarding Agency withhold or deny funding to the County for any reason, the County may subsequently withhold or deny funding to the Subrecipient.
- C. **Payment Limitations.** The County shall not make payments for, or in any way be responsible for, payment to the Subrecipient for any of the following:

1. Any goods or services provided that do not fall within the *Scope of Services* attached as **“Exhibit B”**;
 2. Any goods or services that fall within the *Scope of Services*, but that such payment by the County would supplant currently available, or already budgeted, funding for those goods or services; or
 3. Any goods or services that fall within the attached *Scope of Services*, but that such payment can be made through a third-party program or insurance provider, including but not limited to Medicaid or Medicare.
- D. **Prohibition on Duplicative Funding.** The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined or may be terminated. Such suspension or termination may be initiated at the sole discretion of the County.
- E. **Costs in Excess of Award.** Any costs or expenses incurred by the Subrecipient that exceed the overall Subaward amount set forth in this Agreement, or which are were incurred by the Subrecipient outside of the Subaward Period of Performance, shall be the sole responsibility of the Subrecipient.
- F. **At no point shall the County be expected to, or responsible for, using its general revenue fund dollars or any non-Federal Award monies to make payment to the Subrecipient for any costs or expenses incurred by the Subrecipient pursuant or related to this Agreement or the Federal Award.**
- G. **Funds Paid in Advance.** If the Subrecipient is provided Subaward funds in advance pursuant to this Agreement, the Subrecipient and the County must agree to and execute the *Subaward Advance Terms and Certification* attached to this Agreement as **“Form 5.”** Additionally, the Subrecipient hereby certifies to the County that, if it receives an advance of the Subaward, it will comply with the following:
1. **Federal Advance Requirements.** The Subrecipient shall comply with 2 CFR § 200.305(b) (**“Federal Payment”**) and therefore shall:
 - a. Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Subrecipient, and (ii) the Subrecipient’s disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;
 - b. Review 2 CFR § 200.305(b) and maintain financial management systems that comply with the standards therein for fund control and accountability; and
 - c. Make timely payment to its contractors and vendors.
 2. **Fidelity & Employee Dishonesty Insurance.** The Subrecipient shall present proof of Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived or adjusted at the discretion of the County’s Risk Management Division.

Article 12: Return of Funds

- A. **Unauthorized Expenditures.** The Subrecipient shall reimburse the County for all unauthorized or funding-ineligible expenditures.
- B. **Payment(s) in Error.** The Subrecipient shall return to the County any payments made to the Subrecipient that were made in error or were in any manner fraudulent or inconsistent with the *Scope of Services* attached as “**Exhibit B**” or the Federal Award (“**Payment(s) in Error**”).
1. In the event that the Subrecipient, or any outside accountant or auditor, determines that a Payment in Error was made, the Subrecipient shall return to the County any associated funds no later than ten (10) business days from when the Subrecipient became aware of such Payment in Error.
 2. In the event that the County discovers a Payment in Error, the County shall notify the Subrecipient and the Subrecipient shall return any associated funds to the County no later than ten (10) business days from the Subrecipient’s receipt of such notice.
- C. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the County due to a disallowance or finding that an expense or cost for which the County provided Subaward funding to the Subrecipient was in any way improper or not in compliance with the Federal Award, the Subrecipient shall return any associated funds to the County within a reasonable time period as mutually agreed upon by the County and the Subrecipient, or within six (6) months, whichever is the later of the dates.
- D. **Delay or Failure to Return Funds.** Should the Subrecipient fail to reimburse the County for any Payment in Error or Federal Disallowance within the time designated, the County may respond with any number of the following actions:
1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the Subrecipient’s initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the County;
 2. Withhold any or all future payments until the amount of such overpayment has been recovered by the County;
 3. Terminate this Agreement; and
 4. Bar the Subrecipient from being considered when issuing future Federal Subawards or other County agreements.

Article 13: Progress Reporting and Subaward Closeout

A. Progress Reporting

1. **Form of Progress Reports.** “**Progress Report(s)**” shall be delivered to the County in a manner consistent with that attached as “**Exhibit E.**”
2. **Minimum Standards for Progress Reports.** At minimum, such Progress Reports must detail the outputs, outcomes, and progress the Subrecipient has made in accomplishing the objectives of the *Scope of Services* attached as “**Exhibit B.**” The County reserves the right to

reasonably and unilaterally revise such approved form and request any additional supporting documentation from the Subrecipient as it deems necessary to meet its federal reporting requirements and monitoring obligations.

3. **Progress Report Frequency and Due Dates.** Unless otherwise stated in the *Scope of Services*, which hereby overwrites the frequency and due date of Progress Reports noted in this provision if there is a conflict between the two, Progress Reports shall be submitted on a **monthly** basis and **are due by the 10th of the month subsequent to the provision of services of which the Subrecipient is reporting.**
4. **Withholding or Denial of Payment on Reimbursement Requests.** Failure to provide the required Progress Reports in accordance with this Article may necessitate the County's withholding of payment on any subsequent Reimbursement Requests and shall be considered cause for termination by the County pursuant to the terms of termination in this Agreement.
5. **Advances.** If a portion of the Subaward was advanced, failure to provide the required Progress Reports in accordance with this Article will obligate the Subrecipient to, at the County's written request, return to the County the balance of any unexpended advanced Subaward funds.

B. Subaward Closeout.

1. The closeout of the Federal Award, or this Subaward, does not affect any of the following:
 - a. The right of the Federal Awarding Agency or the County to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or County must make any cost disallowance determination and notify the Subrecipient within the record retention period.
 - b. The requirement for the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - c. The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.
 - d. Audit requirements in 2 CFR Part 200, Subpart F.
 - e. Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.
 - f. Records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200.
2. After closeout of the Federal Award, or this Subaward, a relationship created under the Federal Award, or this Subaward, may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the County and the Subrecipient, provided the responsibilities of the Subrecipient, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Subrecipient, as appropriate.

Article 14: Maintenance, Retention, and Access to Records

- A. The Subrecipient, and its subcontractors (if any) that are providing services or otherwise performing pursuant to this Agreement shall abide by the requirements of this Article.
1. The Subrecipient shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Subrecipient's financial activities.
 2. The Subrecipient shall establish and maintain separate accounting records for the Subrecipient's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.
 3. The Subrecipient shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Subrecipient's performance under this Agreement.
 4. All records that were created, utilized, or maintained for the purpose of fulfillment of the Subrecipient's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.
 5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.
 6. The Subrecipient shall permit the County, the Comptroller of Hernando County (the "**Comptroller**"), the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.
 7. If the *Scope of Services* in "**Exhibit B**" is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.
 8. **The Subrecipient shall ensure that the provisions of this Article are incorporated into any agreements into which it enters that are related to this Agreement and the Federal Award.**
- B. **Public Records.**
1. Pursuant to Section 119.0701, Florida Statutes, the Subrecipient shall:
 - a. Keep and maintain public records required by the County to perform the service.

- b. Upon request from the County, provide the County 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 amount set by the County.
- 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 this Agreement's term and following completion of this Agreement if the Subrecipient does not transfer the records to the County.
- d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Subrecipient or keep and maintain public records required by the Subrecipient to perform the service in accordance with Florida law.
- e. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of this Agreement, the Subrecipient shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
- f. All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SUBRECIPIENT SHALL CONTACT THE PUBLIC RECORDS LIAISON AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FLORIDA 34604, RECORDS@CO.HERNANDO.FL.US.

- 2. **Florida Agencies.** If the Subrecipient is an "Agency" as defined by Section 119.011, Florida Statutes, then the Subrecipient shall comply with its own obligations under Chapter 119, Florida Statutes. The Subrecipient additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Subrecipient will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Article 15: Monitoring Requirements

- A. **Monitoring.** The Subrecipient shall permit the County, the Comptroller, or the designees of either such government agency, to periodically monitor the Subrecipient's performance and programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.332 ("**Requirements for Pass-Through Entities**") and any other relevant federal laws, regulations, or guidance.

B. Letter of Findings.

1. If the County, the Comptroller, or the designee of either such government agency, discovers any defect in the Subrecipient's performance under this Agreement (whether programmatic, financial, etc.), then a "Letter of Findings" may be provided to the Subrecipient.
2. The Subrecipient shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, the Comptroller, or the designee of either such government agency, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.
3. Nothing in this provision shall obligate the County, the Comptroller, or the designee of either such government agency, to first issue such a "Letter of Findings" to the Subrecipient prior to the County being permitted to exercise any of its rights in equity, at law, or as otherwise granted through this Agreement, including but not limited to the right to terminate this Agreement.

Article 16: Audit Requirements

- A. **Auditing.** The Subrecipient shall comply with the federal auditing requirements found in 2 CFR Subpart F ("**Audit Requirements**").
- B. **Authorization to Audit.** The County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized designees shall have the right to audit Subrecipient's:
 1. Disbursement of the Subaward;
 2. Service or program delivery; and
 3. Compliance with the terms, conditions, and obligations set forth in this Agreement and the Federal Award.
- C. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the Subrecipient shall consider all sources of federal awards including federal resources received from the State or other agencies.
 1. If the Subrecipient expends seven hundred fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the Subrecipient must have a single audit completed and conducted in accordance with 2 CFR § 200.514 ("**Scope of Audit**"), unless the Subrecipient elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) ("**Audit Requirements**").
 2. If the Subrecipient expends less than seven hundred fifty thousand dollars (\$750,000) in federal awards during the fiscal year, the Subrecipient shall:
 - a. Provide an annual certification to the County that a single audit was not required; and
 - b. Annually submit an Audited Financial Statement to the County.
 3. If the Subrecipient is mandated to have an audit performed due to its expenditure of seven hundred fifty thousand dollars (\$750,000) or more in federal awards within one fiscal year, that

audit must be completed no later than one-hundred and eighty (180) calendar days after the close of the Subrecipient's fiscal year.

D. Submission of Audits and Audited Financial Statements.

1. The Subrecipient shall submit to the Comptroller and the County any and all auditor's report received by the Subrecipient related to its obligations under this Agreement within ten (10) business days of receipt.
2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 ("**Report Submission**"), or the applicable Audited Financial Statements, shall be forwarded to the County pursuant to the notice provision in this Agreement, with a copy provided to the Hernando County Circuit Court and Comptroller's Office, at the following:

**Hernando County Circuit Court
and Comptroller's Office
Financial Services
Attn: Grant & Revenue Manager
20 N Main Street
Brooksville, Florida 34601**

- E. The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: <https://harvester.census.gov/facweb/>.
- F. Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the Subrecipient.**

Article 17: Insurance

- A.** The Subrecipient agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Article. These requirements, as well as the County's review or acceptance of insurance maintained by the Subrecipient is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Subrecipient under this Agreement.
- B.** The Subrecipient shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Article.
- C.** The Subrecipient shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the Subrecipient prior to commencing operations under this Agreement to verify such coverage:
1. **All Subrecipients:**
Commercial General Liability – The Subrecipient shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence. Subrecipient further agrees

coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit either shall apply separately to this contract or shall be at least twice the required occurrence limit.

The Subrecipient agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The certificate holder and additional insured shall be listed in the name of Hernando County, Florida.

2. **Subrecipients Providing Services at County Facilities:**

Workers’ Compensation – The Subrecipient shall maintain coverage for its employees with statutory workers’ compensation limits and no less than one hundred thousand dollars (\$100,000) for each incident of bodily injury or disease for Employer’s Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Chapter 440, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the *Leased Employee Affidavit* attached as “**Form 6.**”

Business Automobile Liability – The Subrecipient shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than five hundred thousand dollars (\$500,000) per accident. In the event the Subrecipient does not own automobiles, the Subrecipient shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. **Subrecipients Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars (\$100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). “Vulnerable Person(s)” are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **Subrecipients Providing Services that are of a Professional Nature:**

Professional Liability with a limit of not less than one million dollars (\$1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the Subrecipient agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (“**SERP**”) during the life of this Agreement the Subrecipient agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage.

- D. Insurance carriers providing coverage required in this “Insurance” subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.

- E. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
- F. The Subrecipient shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Subrecipient shall also provide copies of any applicable endorsements as required above.
- G. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

**Hernando County, Florida
Attention: Risk Management Division
15470 Flight Path Drive
Brooksville, FL 34604**

- H. **State Agencies or Subdivisions.** If the Subrecipient is a “state agency or subdivision” (as defined by Section 768.28(2), Florida Statutes):
 - 1. **Paragraphs A – G** of this Article are not applicable. However, such paragraphs do apply to any of the Subrecipient’s subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Subrecipient in any such subcontracts.
 - 2. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County’s Risk Management Division at the address in **Paragraph G** of this Article.

Article 18: Indemnification, Sovereign Immunity, and Liability

- A. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys’ fees) arising from the indemnifying party’s own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party’s officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party’s negligent performance under this Agreement. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.
- B. **Sovereign Immunity.**
 - 1. The County’s above indemnification is expressly limited to the amount set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the County’s sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

2. **State Agencies or Subdivisions.** If the Subrecipient is a “state agency or subdivision” (as defined by Section 768.28(2), Florida Statutes), then **Paragraph B.1.** of this Article applies to the Subrecipient in the same manner in which it applies to the County.

C. Liability.

1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.
2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the County be liable to the Subrecipient under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

- D. State Agencies or Subdivisions.** If the Subrecipient is a “state agency or subdivision” (as defined by Section 768.28(2), Florida Statutes), then **Paragraph C.2.** of this Article applies to the Subrecipient in the same manner in which it applies to the County.

Article 19: Independent Contractor, Non-Agent Subrecipient, and Third Parties

- A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating, or establishing the relationship of copartners between the parties, or as constituting the Subrecipient as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Subrecipient is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Subrecipient for all purposes, including but not limited to for any worker’s compensation matters.
- B. **Non-Agent Subrecipient.** The Hernando County Board of County Commissioners has not delegated to any County officer or employee the authority to appoint any agent on the County’s behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, or shall be construed as to, appoint the Subrecipient as an agent of the County. Additionally, no review or approval of the Subrecipient’s services, requests for reimbursement, reports, or records by the County may be construed as the County appointing the Subrecipient as an agent of the County.
- C. **No Third-Party Claims.** Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, the Federal Government, the County, and the employees and/or contractors of each of the foregoing governments, shall be held harmless from liability to any third parties for claims asserted under this agreement.

Article 20: Confidentiality

- A. **Confidentiality.** The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to Florida or Federal law.
- B. **Health Insurance Portability and Accountability Act (“HIPAA”)**
1. **Generally.** If the Subrecipient meets the definition of “**Covered Entity**,” as defined in 45 CFR § 160.103, or a “**Hybrid Entity**,” as defined in 45 CFR § 164.103, then:
 - a. Before providing any services funded, in whole or in part, through this Agreement that may cause the Subrecipient to generate Protected Health Information (“**PHI**”) as defined in 45 CFR § 160.103, the Subrecipient must first obtain legally sufficient medical release authorizations from each individual receiving such services.
 - b. Such required medical release authorizations may be limited in scope; however, they must at least permit the disclosure of any PHI that is in any way related to the Subaward-funded services that individual(s) receive to both the County and the Comptroller for reporting, monitoring, and auditing purposes.
 - c. The County hereby reserves the right to deny payment for any costs the Subrecipient incurs in its provision of otherwise funding-eligible services to any individual(s) for whom it does not have a valid and current medical release authorization as required by this provision.
 - d. Additionally, the Subrecipient must require any of its subcontractors for which this provision is applicable to secure such requisite medical release authorizations as well.
 2. **Business Associate Agreements.** Should the Subrecipient’s provision of services under this Agreement require access to PHI generated by the County, then the Subrecipient must execute a Business Associate Agreement that complies with the standards found in 45 CFR § 164.504(e).
- C. **Florida Information Protection Act (“FIPA”)**
1. Pursuant to Section 501.171(g)1., Florida Statutes, “**Personal Information**” means either of the following:
 - a. An individual’s first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - (1) A social security number;
 - (2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;

- (4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - (5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - b. A username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
2. If, pursuant to this Agreement, the Subrecipient is maintaining, storing, or processing personal information on behalf of the County, the Subrecipient is the County's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:
 - a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and
 - b. Providing notice to the County in the event of a breach of security of the Subrecipient's system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.
3. The Subrecipient shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the County for any breach of Personal Information that is the fault of the Subrecipient.

Article 21: Remedies for Noncompliance

- A. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 ("**Remedies for Noncompliance**"), if the Subrecipient fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or County may impose, and the Federal Awarding Agency or County determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or County may take one or more of the following actions, as appropriate in the circumstances:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Federal Awarding Agency or County;
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate this Agreement;
 4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the County;
 5. Withhold further Federal Awards for the project or program; or

6. Take other remedies that may be legally available.

Article 22: Termination

- A. **Termination for Convenience by the County.** Pursuant to 2 CFR Part 200, Appendix II, Paragraph B, contracts made pursuant to a Federal Award must address termination for convenience by the County including the manner by which it will be affected and the basis for settlement. As such, the County may terminate this Agreement for convenience by providing a written thirty (30) calendar day notice to the Subrecipient.
- B. **Termination by the Subrecipient.** Pursuant to 2 CFR § 200.340(a)(4), the Subrecipient may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, a Subrecipient's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Subrecipient's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.
- C. **Termination for Cause.**
 1. **Immediate Termination.**
 - a. The County reserves the right to **"Immediate Termination"** of this Agreement, with such termination to be effectuated as of the Subrecipient's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the Subrecipient's agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**. Notwithstanding the foregoing, the County, as a courtesy, may additionally provide the Subrecipient with such notice in the manner provided in **Article 5 ("Notice")** of this Agreement.
 - b. Immediate Termination pursuant to this provision shall be permitted for any number of the following reasons:
 - (1) The Federal Awarding Agency terminates the Federal Award;
 - (2) Any circumstance under which the County is no longer receiving Federal Award funds to reimburse the Subrecipient occurs;
 - (3) The amount invoiced by the Subrecipient meets or exceeds the amount of the Subaward provided for in this Agreement;
 - (4) The Subrecipient files bankruptcy or otherwise becomes insolvent;
 - (5) The Subrecipient is determined to be ineligible to do business in the State of Florida;
 - (6) If the Subrecipient is a non-profit agency, loss of the Subrecipient's non-profit status; or

(7) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The County may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the County, using its sole discretion, determines that the Subrecipient is unable to perform under this Agreement.
3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the Subrecipient's proposed cure if such an opportunity is provided, the County reserves the right to provide the Subrecipient the opportunity to cure any stated breach. Such opportunity to cure can be used in tandem with, or in lieu of, a Letter of Findings issued in accordance with **Article 15 ("Monitoring Requirements")** of this Agreement. If the County provides such opportunity to cure, shall:
 - a. Provide the opportunity to cure as a part of the County's breach of contract and termination notice; and
 - b. Allot an appropriate deadline by which the Subrecipient must provide its proposed cure to the County.
4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Subrecipient's damages for such termination, if any, shall be the same as if the County terminated this Agreement for convenience.

D. **Reporting to Federal Awarding Agency.** If the County determines that termination of this Agreement was due to the Subrecipient's material failure to comply with the Subaward's terms and conditions, the County reserves the right to report the Subrecipient to the Federal Awarding Agency so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management ("**SAM**").

- E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the Subrecipient shall take all of the following actions:
1. Pursuant to 2 CFR § 200.339(c), continue to remain responsible for compliance with the requirements in 2 CFR §§ 200.344 ("**Closeout**") and 200.345 ("**Post-Closeout Adjustments and Continuing Responsibilities**");
 2. Within fourteen (14) calendar days, remit to the County any advanced funds paid that have not yet been recouped by the County (if any);
 3. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice;
 4. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same;
 5. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;

6. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;
7. Take any other actions as reasonably directed in writing by the County; and
8. If the *Scope of Services* attached as “**Exhibit B**” includes the provision of care to individuals, take any reasonable steps to, in good faith, assist the County in transferring care of such individuals to another organization, if necessary.

F. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, whether for convenience or cause, the Subrecipient shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, the County shall be entitled to collect all or part of any funds owed to the County by the Subrecipient by deduction from the reimbursement amount due the Subrecipient. No other damages, fees, or costs may be assessed against the County for its termination of the Agreement.

G. **Force Majeure.**

1. The Subrecipient shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the Subrecipient's control so long as the Subrecipient's delay is not caused by the Subrecipient's own fault or negligence. Notwithstanding the foregoing, the Subrecipient cannot claim *Force Majeure* under this provision for any emergency, exigency, or “Act of God” that is specifically contemplated within the *Scope of Services* of this Agreement, or which in any way existed at the time this Agreement was executed.
2. The above notwithstanding, in order to claim delay pursuant to this provision, the Subrecipient shall notify the County in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.
3. If the Subrecipient's performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Subrecipient for any work performed pursuant to this Agreement prior to the date of the County's termination.
4. No other damages, fees, or costs may be assessed against the County for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 23: Federal Contract Terms

Section 1: Federal Terms (For: All Contracts)

- A. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.
- B. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre-approval therefrom.
- C. **Suspension and Debarment.** The Subrecipient acknowledges and understands that the regulations at 2 CFR Part 180 (“**OMB Guidelines to Agencies on Governmentwide Debarment and Suspension**”) specifically prohibit the County from entering into a “**Covered Transaction**,” as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (“**SAM**”) Exclusion’s list. The Subrecipient shall therefore complete the *Federal Suspension and Debarment Certification* attached to this Agreement as “**Form 7.**”
- D. **Federal Non-Discrimination.**
1. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
 2. The Subrecipient shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
 3. The Subrecipient shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency has with respect to nondiscrimination.
 4. The Subrecipient shall ensure that any and all of its subcontractors are bound to the terms of this Non-Discrimination provision.
- E. **Rights to Inventions Made Under this Agreement.** If the Federal Award or this Agreement meet the definition of “**Funding Agreement**” under 37 CFR § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the Subrecipient hereby acknowledges and understands that the County is obligated to comply with the requirements of 37 CFR § 401 (“**Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements**”), and any implementing regulations issued by the Federal Awarding Agency.
- F. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient acknowledges that 31 USC Chapter 38 (“**Administrative Remedies for False Claims and Statements**”) applies to the Subrecipient’s actions pertaining to this Agreement.
- G. **Domestic Preferences for Procurements.**
1. As appropriate, and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited

to iron, aluminum, steel, cement, and other manufactured products). Pursuant to federal law, this provision must be included in all subawards (including all contracts and purchase orders) for work or products under the Federal Award. The Subrecipient shall include this provision in any contracts or agreements in which the Subaward is being utilized.

2. For the purposes of this provision:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

The Subrecipients is prohibited from obligating or expending any portion of the Subaward funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

I. **Procurement of Recovered Materials.** If the Subrecipient is a state agency, a political subdivision of a state, or a contractor of a state agency or political subdivision of a state, then it must comply with the requirements of 2 CFR § 200.323 ("**Procurement of Recovered Materials**"). For the purposes of this provision, the Subrecipient does not meet the applicable definition of "contractor" of a state or political subdivision of a state. However, if the Subrecipient is a state agency or a political subdivision of the state, then it must meet the requirements of this paragraph.

Section 2: Federal Terms (For: Contracts that Exceed \$100,000)

- A. **Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended).** If this Agreement exceeds one-hundred thousand dollars (\$100,000) in value, the Subrecipient shall:
1. File a *Certification Regarding Lobbying* attached to this Agreement as “**Form 8**” (if applicable);
 2. Certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC § 1352; and
 3. Disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded to the Federal Awarding Agency.

Section 3: Federal Terms (For: Contracts that Exceed \$150,000)

- A. **Clean Air Act.** If this Agreement exceeds one hundred fifty thousand dollars (\$150,000) in value, the Subrecipient shall:
1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.;
 2. Report each violation of the Clean Air Act to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
 3. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.
- B. **Federal Water Pollution Control Act.** If this Agreement's value exceeds one hundred fifty thousand dollars (\$150,000), the Subrecipient shall:
1. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq.;
 2. Report each violation of the Federal Water Pollution Control Act to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
 3. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

Section 4: Federal Terms (For: Contracts that Exceed the Simplified Acquisition Threshold)

- A. **Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).** If this Agreement exceeds the Simplified Acquisition Threshold, the following applies:
1. This Agreement and employees working on this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 USC § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 2. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC § 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 3. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the Simplified Acquisition Threshold, which for the purposes of this Agreement is as provided in **Paragraph B of Article 7 (“Procurement and Subcontracting Standards”)** above.

Article 24: General Provisions (Alphabetical)

- A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.
- B. **Attorneys’ Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys’ fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an “**Action**”).
- C. **Conflicts.** The Subrecipient shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.
- D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party’s choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.
- E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full

Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

- F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of that state.
- G. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.
- I. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- J. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
- K. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.
- L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- M. **Use of County and Subrecipient Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party.
- N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Hernando County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Hernando County, Florida.
- O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or

remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

P. Written Modification.

1. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.
2. Notwithstanding the above subparagraph, the parties hereby recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that the County is permitted to unilaterally “pass-down” to the Subrecipient without formal amendment to this Agreement.
3. The County shall provide notice such unilateral amendments to the Subrecipient in a timely fashion to both by electronic mail to the Subrecipient agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**.
4. The Subrecipient hereby agrees to work with the County in good faith to make any additional amendments to this Agreement as may be necessary pursuant to directive provided by the Federal Awarding Agency.

Article 25: Attachments

The documents provided for in the table below are hereby incorporated by both reference and attachment and therefore form a material part of this Agreement.

Attachment Name	Attachment Title
Form 1	Standard ARPA Form Amendments
Form 2	E-Verify Use and Registration Certification
Form 3	Public Entity Crimes and Scrutinized Companies Certification
Form 4	Small and Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), and Labor Surplus Area Firm Certification
Form 5	Subaward Advance Terms and Certification
Form 6	Leased Employee Affidavit
Form 7	Federal Suspension and Debarment Certification
Form 8	Certification Regarding Lobbying
Exhibit A	Required Information for Federal Subawards Schedule
Exhibit B	Scope of Services
Exhibit C	Budget
Exhibit D	Reimbursement Request
Exhibit E	Monthly Progress Report
Attachment 1	Documentation of the County’s Receipt of the Federal Award
Attachment 2	Federally Required Contract Provisions
Appendix Coversheet	Any additional attachments required by the Federal Awarding Agency or the County.

Article 26: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regard to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

Hernando COUNTY, FLORIDA SIGNATURE PAGE

The County has executed this Agreement on the date set forth below.

Hernando COUNTY, FLORIDA

By: The Board of County Commissioners

By: _____
Jerry Campbell, Chairman

Date: _____

ATTEST: Doug Chorvat Jr., Clerk of Circuit Court
and Comptroller As Clerk of the Board of the
County Commissioners

By: _____

Date: _____

Approved As To Form
And Legal Sufficiency

By Victoria Anderson
County Attorney's Office

SUBRECIPIENT SIGNATURE ON FOLLOWING PAGE
--

SUBRECIPIENT SIGNATURE PAGE

**HERNANDO COUNTY, FLORIDA'S
SIGNATURE ON PREVIOUS PAGE**

The Subrecipient has executed this Agreement on the date set forth below.

Hernando County School Board

By: _____
Kayce Hawkins, Chairperson

Date: _____

Kelly A. Pogue
Approved as to Form
by WSH Attorney
07/27/2026 07:19 am

Form 1
Standard ARPA Form Amendments

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please select one of the choices below.

- ☒ There are **no amendments or additional provisions** to the Standard ARPA Form Agreement found in this Agreement.
- ☐ There **are amendments and/or additional provisions** to the Standard ARPA Form Agreement found in this Agreement. They are as followed:

Amendments		
Article	Paragraph	Amendment

Additional Provisions

Pursuant to **Article 1, Paragraph A**, of this Agreement, the parties have agreed to the above-provided amendments to the Standard Form Agreement. Such amendments shall be held as binding upon the parties with the remainder of the Agreement remaining in full force and effect.

Signature

Jerry Campbell

Printed Name

Chairman

Official Title

Hernando County

County Name

Date

Signature

Kayce Hawkins

Printed Name

Chairperson

Official Title

Hernando County School Board

Subrecipient Name

Date

Kelly A. Pogue
Approved as to Form
by WSH Attorney
07/27/2026 07:19 am

Form 2
E-Verify Registration and Use Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the County will verify that the Subrecipient has an active registration on <https://e-verify.gov>. If the Subrecipient does not have an active registration noted on the E-Verify website because the Federal Government has not yet updated its website, it must then provide a copy of the *E-Verify Memorandum of Understanding for Employers* that the Subrecipient received upon registration to the County.

E-VERIFY REGISTRATION USE CERTIFICATION
--

The undersigned hereby certifies on behalf of the Subrecipient, that:

- A. They have personal knowledge of the factual assertions set forth in this *E-Verify Use and Registration Certification and Affidavit*.
- B. The Subrecipient is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and shall provide evidence of such registration to the County upon request.
- C. The Subrecipient does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.
- D. The Subrecipient shall require all subcontractors performing work under this Agreement to provide an affidavit stating that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Signature of Subrecipient Representative Kayce Hawkins Printed Name	Chairperson Official Title Date
---	---

Kelly A. Pogue

Approved as to Form

by WSH Attorney

07/27/2026 07:19 am

INTERNAL TABLE – FOR COUNTY INTERNAL USE ONLY
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The Subrecipient's active E-Verify Registration was confirmed by _____ on _____ (date).

The method of confirmation was: _____.

Form 3
Public Entity Crimes and Scrutinized Companies Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Part 1: Certification of Compliance with Section 287.133, Florida Statutes (Public Entity Crime)

The undersigned hereby certifies, on behalf of the Subrecipient, that:

- A. Neither the Subrecipient, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Subrecipient, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.
- B. The Subrecipient has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list.
- C. The Subrecipient acknowledges that for the purposes of this certification, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes, which the Subrecipient has reviewed prior to the execution of this certification.
- D. The Subrecipient acknowledges that the County reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C ("Termination")** of the Agreement) and take full advantage of any legal remedies available in equity or law should the Subrecipient be found to:
 - 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.133, Florida Statutes; or
 - 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.133, Florida Statute subsequent to entering into this Agreement with the County.
- E. The Subrecipient shall immediately notify the County if at any point during the term of the Agreement, the Subrecipient's status under Section 287.133, Florida Statutes, changes in any manner.

Part 2:
Certification of Compliance with Section 287.135, Florida Statutes (Scrutinized Companies)

The undersigned hereby certifies, on behalf of the Subrecipient, that:

- A. The Subrecipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. The Subrecipient is not:
 - 1. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and the Subrecipient is not engaged in a boycott of Israel;

Form 3
Public Entity Crimes and Scrutinized Companies Certification (Continued)

2. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or
 3. Engaged in business operations in Cuba or Syria.
- C. The Subrecipient acknowledges that the County reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C ("Termination")** of the Agreement) and take full advantage of any legal remedies available in equity or law should the Subrecipient be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- D. The Subrecipient shall immediately notify the County if at any point during the term of the Agreement, the Subrecipient's status under Section 287.135, Florida Statutes, changes in any manner.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

Signature of Subrecipient Representative Kayce Hawkins Printed Name	Chairperson Official Title Date
---	---

Kelly A. Pogue
Approved as to Form
by WSH Attorney
07/27/2026 07:20 am

Form 4
Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"),
and Labor Surplus Area Firm Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

CERTIFICATION OF COMPLIANCE WITH 2 CFR § 200.321

The undersigned hereby certifies on behalf of the Subrecipient, that the Subrecipient will comply with all of the following should the Subrecipient subcontract using any portion of the Subaward:

- A. When selecting subcontractors and making procurements with the Subaward, the Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible while expending the Subaward.
- B. Pursuant to 2 CFR § 200.321, such affirmative steps must include:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- C. The Subrecipient understands that it must pass this obligation down to its subcontractors (if any).

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Signature of Subrecipient Representative

Kayce Hawkins

Printed Name

Chairperson

Official Title

Date

Kelly A. Pogue

Approved as to Form

by WSH Attorney

07/27/2026 07:20 am

Form 5
Subaward Advance Terms and Certification

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all Subrecipients that will be receiving an advance of the Subaward. Will the Subrecipient be receiving an advance pursuant to this Agreement? **NO**

If **"NO"** then the Subrecipient may disregard this form. IF **"YES"** then the Subrecipient hereby agrees to the following terms and executes the following certification.

Part 1: Subaward Advance Terms

A. 2 CFR § 200.305(b) ("**Payment**") permits the County to issue advance payments of the Subaward to the Subrecipient as long as such advanced payments are: (1) limited to the minimum amounts needed; and (2) timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the *Scope of Services*.

B. As such, the following "**Subaward Advance Budget**" was prepared:

--

C. Based upon the foregoing, the County shall issue an advance of \$0.00 at the beginning of the Agreement's term, or when such advance is agreed upon by the parties in writing. **All advanced Subaward funds must be spent no later than thirty (30) calendar days from the Subrecipient's receipt of the advance.**

D. **Subaward Advance Reconciliation.**

1. The Subrecipient shall provide the County with a *Subaward Advance Reconciliation Report* with all documentation necessary (paid invoices, receipts, etc.) showing that the advance was appropriately spent no later than forty-five (45) calendar days after the Subrecipient receives the advance of the Subaward.
2. Such *Subaward Advance Reconciliation Report* must be: (a) executed by the Subrecipient's authorized representative; and (b) include the federal attestation language outlined in **Article 10, Paragraph C.3. ("Reimbursement Requests")**.
3. If the Subrecipient failed to expend all of the advanced Subaward funds within the thirty (30) days provided, the balance of unspent funds shall be deducted from subsequent invoices received by the County until it is fully exhausted. Any such advanced funds remaining at the end of the Agreement's term must be returned to the County.

Form 5
Subaward Advance Terms and Affidavit (Continued)

4. The County reserves its right to suspend any further payments to the Subrecipient until it receives a sufficient *Subaward Advance Reconciliation Report* from the Subrecipient. Nothing in this **Form 5** should be construed as limiting the County from pursuing any additional remedies contemplated in the Agreement or at law
- E. The Subrecipient shall comply with all terms found in the Agreement regarding advances, including but not limited to, those found in **Article 11, Paragraph G (“Payment Terms”)** and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated therein.

Part 2: Subaward Advance Certification

The undersigned hereby certifies on behalf of the Subrecipient, that:

1. The Subrecipient understands and will comply with the *Subaward Advance Terms* provided in **Part 1** above.
2. The Subaward Advance Budget provided for in Part 1 above is a true and accurate representation of the Subrecipient's actual, immediate cash requirements for carrying out the *Scope of Services*.
3. The Subrecipient shall comply with 2 CFR § 200.305(b) and therefore shall maintain written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Subrecipient, and (2) the Subrecipient's disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs.
4. The Subrecipient has reviewed 2 CFR § 200.305(b) and maintains financial management systems that comply with the standards therein for fund control and accountability.
5. The Subrecipient shall make timely payment to its contractors, vendors, and any agencies providing services to the Subrecipient pursuant to the Agreement.
6. Should the Subrecipient be found to have mismanaged the Subaward advanced by the County, the County may consider such mismanagement cause for termination of the Agreement.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Signature of Subrecipient Representative	«Subrecipient_Signatory_Title» Official Title
«Subrecipient_Signatory_Name» Printed Name	Date

NOTE TO COUNTY STAFF: All advances must be approved by the Board of County Commissioners. Prior to an advance being approved, the Risk Management Division and Hernando County Attorney's Office must review such advance request and the Division/Department overseeing this Agreement must receive advance training from Grants Accounting.

**Form 6
Leased Employee Affidavit**

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all Subrecipients that will be performing part or all of the services in the Scope of Services attached as "Exhibit B" on County property. Will any portion of the services be performed on County Property? NO

If **"NO"** then the Subrecipient may disregard this form. IF **"YES"** then select an option below:

- ☐ The Subrecipient **will not be using an employee leasing arrangement** and therefore is not obligated to complete the below Leased Employee Affidavit pursuant to **Article 17, Paragraph C.2.** of this Agreement. Continue to **"Form 7."**
- ☐ The Subrecipient **will be using an employee leasing arrangement** and attests to the following:

LEASED EMPLOYEE AFFIDAVIT

The undersigned hereby certifies on behalf of the Subrecipient, that:

- A. The Subrecipient hereby certifies that it has workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____
Workers' Compensation Carrier: _____
A.M. Best Rating of Carrier: _____
Inception Date of Leasing Arrangement: _____

- B. The Subrecipient understands that its contract with the employee leasing company limits its workers' compensation coverage to enrolled worksite employees only and that the Subrecipient's leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure. Accordingly, the Subrecipient affirms that 100% of its workers are covered as worksite employees with the employee leasing company.
- C. The Subrecipient further certifies that it does not hire any casual or uninsured labor outside the employee leasing arrangement and hereby agrees to notify the County in the event that it has any workers not covered by the employee leasing workers' compensation policy. In the event that the Subrecipient has any workers not subject to the employee leasing arrangement, the Subrecipient hereby agrees to obtain a separate workers' compensation policy to cover such workers. The Subrecipient further agrees to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to such workers entering the County's worksite or performing any obligation pursuant to this Agreement.
- D. The Subrecipient hereby agrees to notify the County if its employee leasing arrangement terminates with the employee leasing company and it understands that it is required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement and further agrees to notify the County in the event that it switches employee-leasing companies.
- E. The Subrecipient hereby acknowledges that it has an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Signature of Subrecipient Representative

«Subrecipient_Signatory_Name»

Printed Name

«Subrecipient_Signatory_Title»

Official Title

Date

Form 7
Federal Suspension and Debarment Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the County will verify that the Subrecipient has an active registration with SAM.gov on <https://www.SAM.gov>. If the Subrecipient does not have an active registration noted in the SAM.gov system, then this Agreement will not be executed by the County.

FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

The undersigned hereby certifies on behalf of the Subrecipient, that:

- A. They have personal knowledge of the factual assertions set forth in this *Federal Suspension and Debarment Certification*.
- B. The Subrecipient complies with 2 CFR Part 180, Subpart C (“**Responsibilities of Participants Regarding Transactions Doing Business with Other Persons**”).
- C. The Subrecipient is registered and maintains an active registration with SAM.gov and will maintain an active registration with SAM.gov for the entire term of this Agreement.
- D. The Subrecipient does not appear on the SAM Exclusions list and shall notify the County within five (5) business days if it is added to the SAM Exclusions list or should its status under the SAM system change in any way during the term of this Agreement.
- E. The Subrecipient shall include a requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transactions into which it enters.
- F. The Subrecipient understands and agrees that the County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Subrecipient: (1) be found to have misrepresented its SAM.gov status in any manner; or (2) fail to notify the County of any change in its status under the SAM.gov system.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Signature of Subrecipient Representative	Chairperson
Kayce Hawkins	Official Title
Printed Name	Date

Kelly A. Pogue Approved as to Form by WSH Attorney 07/27/2026 07:20 am

INTERNAL TABLE – FOR COUNTY INTERNAL USE ONLY
--

The Subrecipient's active SAM.gov registration was confirmed by _____ on _____ (date).	
--	--

Form 8
Certification Regarding Lobbying

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all Subrecipients receiving a Subaward in an amount that exceeds \$100,000. Does the Subaward exceed \$100,000? **YES**

If **"NO"** then the Subrecipient may disregard this form. IF **"YES"** then the Subrecipient hereby executes the following *Certification Regarding Lobbying* as required by 31 USC § 1352:

**CERTIFICATION REGARDING LOBBYING
31 USC § 1352**

**Part 1:
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies on behalf of the Subrecipient that:

- A. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.
- C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Part 2:
Statement for Loan Guarantees and Loan Insurance**

The undersigned certifies on behalf of the Subrecipient that:

- A. If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Subrecipient shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

Form 8
Certification Regarding Lobbying (Continued)

- B. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

Signature of Subrecipient Representative Chairperson Kayce Hawkins Official Title Printed Name Date	Kelly A. Pogue Approved as to Form by WSH Attorney 07/27/2026 07:21 am
---	---

[REMAINDER OF PAGE LEFT BLANK]

Exhibit A
Required Information for Federal Subawards Table

REQUIRED PURSUANT TO 2 CFR § 200.332

Federal Requirements	Subaward-Specific Information	
Subrecipient Name (registered name in SAM.gov)		
Subrecipient's UEI Number		
Federal Award Identification Number (FAIN)	HR 1319, Title IX, Subtitle M, Section 9901	
Federal Award Date:	05/19/2021	
Subaward Period of Performance Start and End Date	Start: 06/24/2024	End: 09/30/2026
Federal Award Budget Period Start and End Date	Start: 03/03/2021	End: 12/31/2026
Amount of Federal Funds obligated by this action by the Pass-Through Entity to the Subrecipient	\$1,227,670.00	
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity including the current financial obligation	\$1,227,670.00	
Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity	\$1,227,670.00	
Federal Award Project Description	For use compliant with Section 603 of the Social Security Act, as amended by Section 9901 of the ARP Act of 2021.	
Name of Federal Awarding Agency	U.S. Department of the Treasury	
Name of Pass-Through Entity	Hernando County, Florida	
Pass-Through Entity's Awarding Official Contact Information	Name: Carla Rossiter-Smith Email: Crossiter-smith@co.hernando.fl.us	
Assistance Listings Number and Name	Number: 21.027 Name: Coronavirus Local Fiscal Recovery Fund (CLFRF)	
Is the Subaward R&D related?	No	
Is there an indirect cost rate for the Subaward?	No	
Requirements of the Federal Award imposed on the Subrecipient?	Yes, see the terms of the Agreement and attached exhibits and forms.	
Are there any additional requirements imposed on Subrecipient in order for the Pass-Through Entity to meet its own reporting responsibilities to the Federal Awarding Agency?	Yes, see the terms of the Agreement and attached exhibits and forms.	
Is there a requirement that the Subrecipient must permit the Pass-Through Entity and auditors to have access to the Subrecipient's records and financial statements?	Yes, see: Article 14 ("Maintenance, Retention, and Access to Records") and Article 16 ("Audit Requirements") .	
Are there appropriate terms and conditions concerning closeout of the Subaward?	Yes, see: Article 13 ("Progress Reporting and Subaward Closeout")	

Exhibit B

Scope of Services

Introduction

The work identified in this agreement will be performed on property owned or leased by the Hernando County School Board. Unless approved by the County, no other entity shall be granted utilization of these funds.

Scope of Services

Hernando County School Board will construct/upgrade the cafeteria at Eastside Elementary School to meet the standards for the use as a temporary use shelter during emergency situations.

Budget

The maximum award for the above services is \$1,227,670.00. Any incurred costs over this amount will be the responsibility of the Subrecipient.

Exhibit C
Budget

Category	Budget
Construction	\$1,227,670.00
Total Budget	\$1,227,670.00



Exhibit D
Reimbursement Request
 HERNANDO COUNTY FLORIDA
 AMERICAN RESCUE PLAN ACT
 Subrecipient Payment Request FY ____ / ____

AGENCY NAME:	DATE:
PROJECT TITLE:	INVOICE NO.:
PREPARER'S NAME:	
EMAIL:	PHONE:

ACCOUNT SUMMARY:

Approved ARPA Budget	
ARPA Reimbursements Received To Date	
Pending Reimbursements To Date (including this invoice)	
Remaining ARPA Balance	\$ -

CURRENT REQUEST:

ARPA BUDGET LINE-ITEM PER APPROVED AGREEMENT (List individual line-item costs per approved budget, Exhibit "C")	BUDGET AMOUNT\$	(PREVIOUS REQUESTS)	(CURRENT AMOUNT REQUESTED FOR REIMBURSEMENT)	REMAINING BUDGET BALANCE
PERSONNEL COSTS:				
Salaries				\$
Fringe Benefits				\$
Total Personnel Costs:		\$	\$	\$
OPERATING/CONSTRUCTION COSTS: (List individual operating/construction line-item costs)				
				\$
				\$
				\$
				\$
				\$
Total Operating/Construction Costs:	\$	\$	\$	\$
TOTAL: (Personnel Costs + Oper/Const Costs)	\$	\$	\$	\$

TOTAL PAYMENT REQUESTED THIS INVOICE: \$

Note: Corresponding back-up source documentation must be attached. The "Documentation Required for Reimbursement Checklist" may be included as back-up and/or used for guidance in preparing the submittal.

 Signature of Preparer Date

 Signature of Authorized Supervisor, Executive Director, or Board Member Date

For County Use Only:	Date Received: _____	By: _____
P.O. No.: _____	Amt\$: _____	
Inv. No.: _____	Acct. No.: _____	
Inv. Date.: _____	Auth. By: _____	

Subrecipient Agreement – Agreement
 Hernando County, Florida - Hernando County School Board
 FAIN: HR 1319, Title IX, Subtitle M, Section 9901
 COUNTY CONTRACT NO. 454H - HCSB

Exhibit E

Quarterly Progress Report



Hernando County Florida

SUBRECIPIENT QUARTERLY PERFORMANCE PROGRESS REPORT

1. Federal Award Identification Number (FAIN)	2. Federal Award Number	3. Subrecipient Agreement Number:
4. Recipient Hernando County Florida 15470 Flight Path Dr. Brooksville, FL 34604		5. Subrecipient Name: Address: City, State, Zip:
6. Subrecipient FEIN:	7. Subrecipient UEI Number:	8. Reporting Period End Date:

a. Narrative: What major activities and accomplishments have been completed during this reporting period?
b. Problems: Are there any foreseen delays in completing the project within the project period?
c. Significant findings and events:
d. Activities planned for next reporting period:
e. Please provide the percentage of project completed and anticipated completion date.
f. Did you link your budgets to program/project activities?

Performance Measures

Deliverable #	Task #	Task Description	Indicator	Costs per Unit	Outcome Measures	Funding Expended

I certify to the best of my knowledge and belief that this report is correct and complete for performance activities for the purposes set forth in the award documents.

Subrecipient Representative Signature
Date

Print Name and Title

Attachment 1
Documentation of the County's Receipt of the Federal Award

The following are hereby incorporated into this "Attachment 1" by reference:

The allocation to the County made pursuant to H.R. 1319, Title IX, Subtitle M, Section 9901.

From the U.S. Department of the Treasury's *Coronavirus State and Local Fiscal Recovery Funds* website (<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments>):

See: "Allocation Information" > "Allocation for Counties"

State	County	Allocation
Florida	Citrus County	\$29,069,118.00
Florida	Clay County	\$42,587,131.00
Florida	Collier County	\$74,762,701.00
Florida	Columbia County	\$13,924,165.00
Florida	DeSoto County	\$7,381,249.00
Florida	Dixie County	\$3,268,253.00
Florida	Duval County	\$186,032,681.00
Florida	Escambia County	\$61,829,151.00
Florida	Flagler County	\$22,353,135.00
Florida	Franklin County	\$2,355,139.00
Florida	Gadsden County	\$8,868,920.00
Florida	Gilchrist County	\$3,609,336.00
Florida	Glades County	\$2,682,625.00
Florida	Gulf County	\$2,649,216.00
Florida	Hamilton County	\$2,802,470.00
Florida	Hardee County	\$5,232,196.00
Florida	Hendry County	\$8,162,281.00
Florida	Hernando County	\$37,666,687.00
Florida	Highlands County	\$20,632,184.00
Florida	Hillsborough County	\$285,912,528.00
Florida	Holmes County	\$3,810,372.00
Florida	Indian River County	\$31,063,168.00
Florida	Jackson County	\$9,015,375.00
Florida	Jefferson County	\$2,767,118.00
Florida	Lafayette County	\$1,635,875.00

Attachment 2
Federally Required Contract Provisions

**Appendix II to Part 200 –
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal Awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal Awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the

Attachment 2
Federally Required Contract Provisions (Continued)

worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal Award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the non-Federal Award.
- (J) See § 200.323.
- (K) See § 200.216.
- (L) See § 200.322.

Appendix Coversheet

Please select one of the choices below.

- ☒ There is no Appendix to this Agreement.
- ☐ There is an Appendix to this Agreement which can be found attached to this “**Appendix Coversheet.**”
It is as followed:

Appendix No.	Document Title

A. Item Currently Budgeted -

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

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

B. Item Currently Not Budgeted -**

Funding Source	Federal Sub-recipient Reimbursement for Eastside Elementary Cafeteria and New Classroom building Phase I						
Account Name	Reimbursement Funds						
Account Number	XXXXR	XXXX		XXXX		XXXX	
		Function		Object		Cost Center	
						Project	
Amount \$	1,227,670.00						

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

C. History

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget:

Prior Year Actual Spent:

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



Hernando School District

School Board Regular Meeting

Agenda Item # 9. 27-3928

8/11/2026

Title and Board Action Requested

Approve the agreement and authorize the purchase of third-party Title I instructional services for Hernando County private school students from FACTS Education Solutions, LLC, not to exceed \$133,254.50.

Executive Summary

The Director of Federal Programs on behalf of the Assistant Superintendent of Teaching and Learning, hereby requests the Board approve the Agreement with FACTS Education Solutions, LLC for the purchase of instructional services to be provided to students at Notre Dame Catholic School. Providing Title I, Part A equitable services to eligible students in private schools is a requirement of the Every Student Succeeds Act (ESSA), formerly No Child Left Behind (NCLB) federal law. These funds include instructional and parent engagement costs for each eligible school.

My Contact

Magen Schlechter
Director of Federal Programs
919 N. Broad Street
Brooksville, FL 34601
352-797-7000 ext. 295
schlechter_m@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

Title I Grant Funds - \$133,254.50. (cost for the agenda item). See attached budget sheet.
Notre Dame Catholic School - \$133,254.50

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



FACTS

A  **ninet** Company

FACTS Education Solutions LLC Title I Instructional Services Proposal

**Notre Dame Catholic School
SY 2026-2027**

Introduction

FACTS Education Solutions, LLC, (FACTS) is pleased to submit this proposal for Title I Instructional Services to Notre Dame Catholic School.

FACTS is the leading provider of financial services for private schools in America, currently serving more than 11,500 private and faith-based schools. With a commitment to make a positive impact in the classrooms of the schools we serve, FACTS has steadily grown to be the premier provider of educational services in nonpublic schools, nationwide, as well. We have implemented our services in both large and small school districts, including Detroit, Miami, Phoenix, Philadelphia, Des Moines, as well as the Hawaii Department of Education. We are driven to enhance the quality of teaching and leadership practices, ultimately supporting teachers and administrators in their quest to elevate the learning experience for children.

FACTS offers supplemental instruction, academic intervention, and professional development services in various forms, customized to meet the specific needs of the administrators and teachers, as well as students and their parents.

We look forward to this opportunity to partner with Notre Dame Catholic School.

Title I Services

FACTS will provide a customized supplemental instruction program to Notre Dame Catholic School students based on the consultation with Hernando County Public Schools. Services will be provided as supplement classroom instruction to ensure student academic improvement in reading, language arts and/or math.

Title I Instructional Services Description

Instructional Services will be coordinated with and will supplement classroom instruction to ensure student academic improvement in reading, language arts and/or math.

Title I Instructional Services will include:

- Supplemental Instructional services for 75 students as pullout, during the school day, or after school/before school
- Title IA teacher(s) for pullout and after school instruction
- August 2026 – June 2027
- FACTS' blended learning program
- Evaluation of independent formative assessment results

Teacher Staffing

FACTS will provide the following teachers:

- Title I teacher(s) for up to **1694.07 hours** per year

Parent Engagement

FACTS will provide the following parent orientation and information meetings:

- Parent Engagement Trainings

Instructional Services Compliance Documents

FACTS will provide the LEA with the following compliance documents for all instructional services provided by FACTS:

- Teaching Schedule
- Student Attendance Report

Instructional Program Accountability Documentation

FACTS consults with the classroom teacher(s) and principal(s) of identified students to construct the instructional plan and schedule. FACTS will maintain student confidentiality while managing all documentation including:

- Student participation roster
- Parent approval forms (managed by the school)
- Student attendance for each instructional session
- Academic assessment data and reports
- Instructional plans
- Teacher referrals
- Calendars and schedules
- Parent engagement plans, sign-in and evaluation forms
- Parent resource materials (if applicable)
- Other required and/or requested reports and documents

Invoicing

FACTS will invoice the LEA within 30 days of the service. Payment is due 30 days from receipt of the invoice.

LEA Contact Information

Hernando County Public Schools

Magen Schlechter, Director of Federal Programs

schlechter_m@hcsb.k12.fl.us

919 N. Broad Street Brooksville, FL 34601

352-797-7000 ext. 295

School/Partner Contact Information

Notre Dame Catholic School

Pio Rizzo, Principal

prizzo@ndcsfl.org

1095 Commercial Way, Spring Hill, FL 34606

352-683-0755

Cost of Services/2023-2024 Allocation Amounts

Allocations

Title IA	\$97,370.94
Title IA - Roll Forward	\$34,864.80
TOTAL	\$132,235.74

Instructional Services

Instructional hours	1694.07
---------------------	---------

Parent Engagement

Allocation	\$1,018.76
------------	------------

Proposed Agreement

Pricing is based upon estimated service levels described above. The quoted prices will be honored for 90 days from the date of this proposal. All pricing is dependent upon the specific parameters outlined in this proposal.

Services offered to Notre Dame Catholic School in support of instructional services during the 2026-27 school year. As an authorized school representative, I agree to the proposed services:

As an authorized school representative, I agree to the services being proposed by FACTS Education Solutions, LLC.

If the services provided to Notre Dame Catholic School, per the approved proposal, are not paid by Hernando County Public Schools, Notre Dame Catholic School accepts responsibility to remunerate FACTS for the outstanding balance.

Signed:		Printed Name:	
Title:	Institution:	Date:	

Please complete, sign, and return to your FACTS representative.

Kelly A. Pogue
Approved as to Form
by WSH Attorney
07/21/2026 04:41 pm



FACTS EDUCATION SOLUTIONS, LLC

Title I Services End-of-Year Report

Hernando County Schools

June 1, 2026.

Marcey Ayers
Regional Vice President



402.486.5935

mayers@factsmgt.com



FACTS
A **nelnet** Company



121 S 13th St, Lincoln, NE 68508

Executive Summary

FACTS Education Solutions, LLC, (FACTS Ed) is pleased to submit this report of services delivered to non-public schools in Hernando County.

Beginning in 2014, FACTS Education Solutions, LLC has provided non-public schools with Title I instructional services to more than 11,000 eligible students across 63 LEAs in 22 states and deliver professional development services to over 25,000 teachers and administrators. We provide Title services, such as instruction, counseling, professional development, coaching, and parental engagement and other extended instructional services, to non-public schools throughout the United States and Puerto Rico. FACTS Ed is highly qualified to provide Title I services for non-public school students. We successfully serve students in both single gender and co-educational schools and in Jewish, Catholic, Lutheran, Christian, Islamic and non-denominational schools. We have vast experience in managing programs and funds for federal education programs, including Title I, Title II, ESSA, ESSER, CARES Act, and most recently EANS federal fund distribution in states across the country.

The FACTS Ed team's greatest desire is to partner with schools to meet the needs of students. Our interventionists work to have an immediate impact on students, closing their skills' gaps and advancing toward grade level mastery. Complementing the work with students, our presenters and coaches work to enhance the quality of teaching and leadership practices, ultimately supporting administrators and teachers in their ability to elevate the learning experience for all children.

FACTS Ed offers supplemental instruction, academic intervention and professional development services, customized to meet the needs of students, parents, administrators and teachers.

Thank you for the opportunity to work with you to change the trajectory of each student's life.

Contact Us

FACTS Education Solutions, LLC

121 S 13th Street
Lincoln, NE 68508

Marcey Ayers, Regional Vice President

mayers@factsmgt.com
Phone: 402.486.5935

Mark Schilmoeller, Managing Director Operations

Mark.Schilmoeller@nelnet.net

Phone: 402.325.7535

Title I Instructional Services

Introduction

As an experienced provider of Title I services, we draw upon our successful experience establishing and coordinating services for eligible students enrolled in non-public schools. Our program exists because we believe that every child should be able to read, write, and discover. Competent and confident fluency in Literacy and Comprehension, Expression, and Numeracy expands opportunities for each student to achieve and make their dreams possible.

We work in partnership with the Local Educational Agency (LEA) and school administrators, classroom teachers and parents/families in designing, delivering, and monitoring Title I programs based upon the academic needs of eligible non-public school students.

FACTS Ed collaborates with the private school officials to determine the best resources to meet the needs of the identified students. FACTS Ed has many direct instruction and digital learning program partners; in consultation with the private school, we select a program to best meet the needs of the eligible students and is compliant with ESSA federal, state, and local regulations.

FACTS Ed will provide the necessary software, apps, and digital resources to successfully implement the intervention services. FACTS Ed's instructional staff will implement and manage the digital and web-based resources for instruction and management reports.

FACTS Education Solutions utilizes a Blended Learning solution to close students' skills gaps. Our blended learning model lets students learn through direct instruction from a highly qualified Interventionist and digital learning which targets each student's specific skills gaps. Our Interventionists determine the right balance of direct instruction and digital learning based on the needs of each student served. This schedule is modified to ensure students are receiving the type of learning – direct or digital – that is most effective in closing their skills' gaps.



The students have access to online supplemental language arts/reading, mathematics, science, and/or social studies instructional programs inclusive of pre- and post-assessments, lessons, reinforcement activities and progress reports. Each qualified student has a personalized ID to access the program during the instructional session. The instructional resources are individualized based upon each student's diagnostic results. The supplemental program delivers motivating and engaging learning

experiences for eligible students. The lessons and activities are delivered with high-quality content with unprecedented breadth and depth across the essential skills and adapt as students develop competency and master content. Most software used includes downloadable print resources for direct instruction.

Our interventionists develop lessons aligned to grade-level standards and use research-based and best practice strategies to deliver lessons that provide students the opportunity to progress and master concepts and skills. Lesson content is driven by the specific skills' gaps of the students. Interventionists may also work with students on various digital learning platforms to move them through a series of objective-focused lessons to achieve mastery in each of those objectives. On each platform, students take the provider's assessment to develop an individualized student-learning path; this assessment is adaptive, meaning that it will move the students through a more and less challenging series of questions depending on their answers to each of those questions. In addition to engaging online content for students, teachers can download resources from each platform to use with students during direct instruction.



Snapshot of Title I Instructional Services Delivered

Hernando County, 2025-2026 School Year

During the 2025-2026 school year, FACTS Education Solutions (FES) provided **instructional services** to students at one (1) non-public school. Services were delivered by one (1) interventionists to forty-four (44) students. These services encompassed Math and Reading. Table 1 contains program information for each school.

Table 1. Snapshot of Instructional Services in in the Hernando County School District

Schools Receiving Instructional Services				
School Name	Type	Interventionist(s)	Students Served	Subjects Offered
Notre Dame Catholic School	Catholic	Suzette Harris	44	Math/Reading

Additionally, during the 2025-2026 school year, FACTS delivered live, virtual and on-demand **parent engagement offerings**; twenty-three (23) parents attended two in-person parent engagement sessions.

Direct Services to Students: Instructional Services

Student Enrollment and Services Delivered

As stipulated by federal and state laws, student eligibility for Title I services hinges on two factors: (1) address eligibility, and (2) academic achievement. Non-public schools within Hernando County and served by FACTS used the i-Ready to measure student performance and determine student eligibility. At the beginning of the academic year, students were assessed, and those who scored below the 40th percentile, and, or were at or near failing in core content area(s), were recommended by their

classroom teacher, or recommended by the student’s parent/guardian were identified as low achieving at-risk students in need of academic support.

In the 2025-2026 school year, FACTS **delivered instructional services to 44 unique students and 20 duplicated students** at Notre Dame Catholic School. All future analyses in this report will reflect the duplicate count. Across schools, services were delivered to students in grades K-7; the breakdown of students served per grade level is shown in Table 2.

Table 2. School Year Student Enrollment Breakdown by Grade 2025-2026

Students Served by Grade Level for School Year Programs					
	Kindergarten	First Grade	Second Grade	Third Grade	Fourth Grade
School Year	7	7	7	7	5

	Fifth Grade	Sixth Grade	Seventh Grade	Eighth Grade	
School Year	5	3	3	0	

FACTS collaborated with the Hernando County School District to provide Title I services to eligible non-public school students during the school year, from September 2, 2025 – May 28, 2026. A detailed breakdown of services is provided in Table 3.

Table 3. Instructional Services Delivered

Breakdown of Services by School for School Year Program				
School Name	Start Date	End Date	# of Instructional Days	# of Sessions Delivered
Notre Dame Catholic School	9/02/25	5/28/26	149	2799

School Year Curriculum and Instructional Services Delivered

For our blended learning model, FACTS Education Solutions partners with multiple providers for digital learning. On each digital platform, students complete the provider’s assessment to produce an individualized student learning plan. Interventionists establish the digital learning environment and monitor student engagement and learning. At Notre Dame Catholic, the interventionist, Suzette Harris, used the i-Ready assessment to assess students in grades K-7.

School	Model	Curriculum
Notre Dame Catholic School	Blended Learning	i-Ready Teacher Source Materials Manipulatives Math Journals + Reading Text

FACTS Title I interventionists are educators who understand that pedagogy is most effective when it meets the needs of students and best matches students' learning styles. Therefore, within the blended

learning model, FACTS offers its teachers the flexibility to determine how digital learning platforms are utilized for instruction.

Notre Dame Catholic used i-Ready as their blended learning software solution, see Table 4. To learn more about this digital learning platform, go to: [Personalized Learning in Reading and Mathematics | i-Ready](#).

Table 4. Descriptive Statistics on i-Ready Usage

Students' Instructional Average Weekly Minutes During School Year											
School Name	Grades Served	Math					Reading				
		N	Grand Mean	SD	Min	Max	N	Grand Mean	SD	Min	Max
Notre Dame Catholic	K-7	30	24.1	14	8	49	34	22.8	10	4	39

Note: The suggested effective dosage for online learning for i-Ready is 30-50 minutes per week per subject.

Moreover, Table 4 presents the grand mean, standard deviation, and range for average weekly minutes by subject across schools for the school year. The results indicate that **students who exclusively used iReady during Title I instruction on average logged about 24 instructional minutes weekly in math and 23 instructional minutes in Reading**. The data shows that the weekly time spent in both subjects is below the recommended 30-50 minutes per week per subject, and the wide ranges (Math 8-49 and Reading 4-39) indicate inconsistent implementation, suggesting the need for clearer weekly usage expectations and more frequent monitoring to ensure students reach effective usage levels.

Assessment and Student Outcomes

FACTS is deeply committed to ensuring consistent academic progress among students. To accomplish this, students are evaluated several times a year through progress monitoring and formal assessments. These evaluations measure student progress and provide guidance for instruction. The assessment windows for each school correspond to the beginning and end dates of each school's program or school calendar. The assessment windows are listed in Table 5.

Table 5. Assessment Schedule

School Name	Fall Window Pre-Test	Winter Window Mid-Year/Pre-Test	Spring Window Post-Test
Notre Dame Catholic School	9/2 – 9/12	1/5 – 1/16	5/4 – 5/22

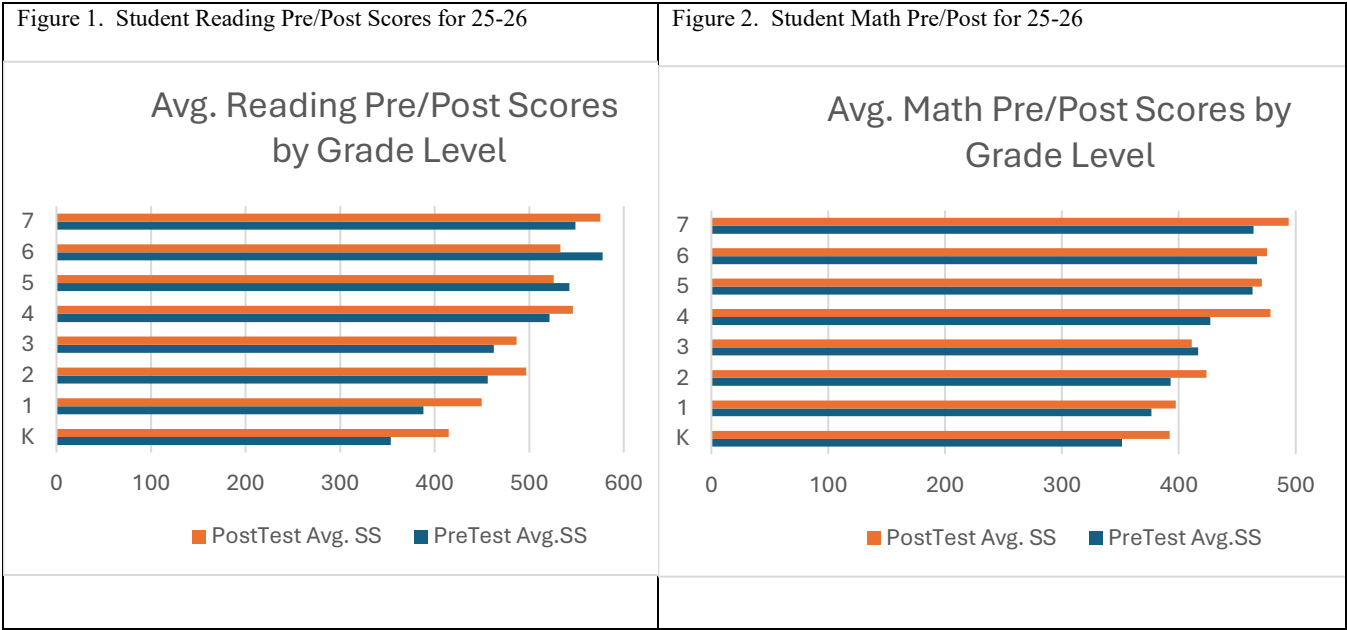
School Year Assessment Results

Assessment is a critical component of Title I instructional services which aim to provide data that supports teachers in narrowing the achievement gap. Assessment scores serve as a tool to identify skill gaps in student skills and guide instructors to develop instructional strategies tailored to the students' needs. Moreover, these outcomes confirm whether students are progressing towards grade-level expectations. FACTS is deeply committed to this process, thus strongly encourages assessing students

three times a year. The results from these student assessments are then used to monitor progress and guide instruction.

During the 2025-2026 school year, student academic progress was gauged through the i-Ready assessment. i-Ready is a standardized assessment that measures student learning through scaled scores and percentile ranks. As scaled scores are continuous and independent, they were used to analyze student data, monitor student progress, and deduce the program's impact on student achievement. i-Ready scores were provided in two content areas: reading and math.

To compute student growth, pretest scores were subtracted from posttest scores. Consequently, growth measures are only available for students with at least two assessment data points. Results indicate that students receiving Title I instruction exhibited growth in both reading and math, with Reading demonstrating the stronger overall gains. **On average, school year students gained 34 scaled score points in reading and 24 scaled score points in math.** When these gains are normed against semester expectations, they translate to an average decrease of -3.21 percentile points in reading, and an average increase of 1.56 percentile points in math. You will find the overall average pre- and post-assessment scores in Figures 1 and 2 for Notre Dame Students.



A secondary analysis explored academic gains by grade level, with results illustrated in Tables 6 and 7. **These figures reveal a similar pattern to overall growth with stronger gains in Reading than in Math with the most substantial growth concentrated in the primary grades.** Weights by enrollment, grades K-2 average +53.9 scale score points in Reading compared with +14.5 points in Grades 3-7. A similar pattern appeared in Math, where K-2 averaged +33.3 points, compared to +15.2 points in Grades 3-7. These results suggest that the instructional program was especially effective for accelerating growth for younger students, while older grades showed a more variable response, including some areas requiring additional support.

It is also important to note that while many grades posted positive scale score growth, shifts in average percentile rank were more mixed. For example, some grades improved in scale score while declining in average percentile rank, indicating that although students made growth, their growth may not have outpaced national peer performance to the same extent. This is most visible in Reading for grades K, 2, 5 and 6 and in Math for grades 1, 3, and 5. As a results, the data suggests positive academic progress overall, but also a point for continued focus on sustaining growth and improving relative performance, especially in upper-grade Reading and mid-elementary Math.

Table 6. Reading Assessment Outcomes for the School Year 2025-2026

Reading Assessment Outcomes															
Grade	N	Pre Reading					Post Reading					Reading Gains			
		Mean	SD	Avg. PR	Min	Max	Mean	SD	Avg. PR	Min	Max	Mean	SD	Min	Max
K	6	353.7	10	66	341	368	415	37	59	385	492	61.3	32	44	130
1	6	388	20	42	360	408	449.8	11	48	431	463	61.8	21	39	99
2	5	462.4	23	56	420	488	496.6	6	46	490	508	35.4	18	17	70
3	6	463.5	21	29	426	487	486.7	37	29	440	548	26.8	27	-1	76
4	4	521.3	22	44	495	555	546.3	39	46	505	592	25	30	-10	72
5	2	526	0	30	--	--	526	0	21	--	--	-2	0	--	--
6	2	577.5	9	51	569	586	533	2	18	531	535	-44.5	7	-51	-38
7	3	549	24	26	515	569	575.3	23	32	546	603	26.3	14	7	40

Table 7. Math Assessment Outcomes for the School Year 2025-2026

Math Assessment Outcomes															
Grade	N	Pre Math					Post Math					Math Gains			
		Mean	SD	Avg. PR	Min	Max	Mean	SD	Avg. PR	Min	Max	Mean	SD	Min	Max
K	6	351.5	15	63	334	375	392.2	33	69	335	431	40.7	28	-5	80
1	7	376.6	16	58	347	400	397.4	6	41	387	400	28.4	10	21	48
2	4	393	14	44	372	411	423.8	8	45	416	437	30.8	14	14	45
3	3	416.7	12	41	402	432	411	33	23	378	444	-6	11	-10	12
4	2	427	8	28	419	435	478.5	12	62	467	490	51.5	4	48	55
5	4	463	7	51	455	471	471	5	39	466	477	5.3	10	-2	19
6	2	467	6	32	461	473	475.5	4	34	472	479	8.5	10	-1	18
7	3	464	18	30	439	483	494	10	45	483	507	30	28	0	68

Supports Delivered to FACTS Title I Interventionists

FACTS is on a mission to change the trajectory of a child's life by providing instructional services to students who are struggling academically. These services are delivered directly by highly qualified interventionists. To fulfill this mission, FACTS is dedicated to developing these interventionists through continuous and ongoing professional learning opportunities and regular visits by site supervisors.

Bi-Monthly Program-wide + On-Demand Virtual Trainings

FACTS provides interventionists with two monthly training sessions: one focusing on direct-instruction topics, and the other on digital learning and assessment topics. Each of these trainings is conducted on a digital platform and lasts for 45 minutes. Furthermore, these sessions are recorded and made available for interventionists to access on-demand. The table below provides information on the training topics and which trainings our Hernando interventionist attended.

Table 8. FACTS Bi-Monthly Virtual + On-Demand Training in School Year 2025-2026

Bi-Monthly Trainings Offered to Interventionists			
Training Title	Training Length	Date Delivered	Interventionist in Attendance?
Using the Grade-Level Planning Report to Inform Instruction (i-Ready On-Demand)	50 min	8/29/2025	Y
Routines That Maximize Student Success	45 min	10/7/2025	N
Building a Culture of Blended Learning Success	45 min	10/21/2025	Y
Planning with Purpose: The Instructional Workflow	45 min	11/4/2025	N
Starting Strong: Using Initial Data to Drive Instruction	45 min	11/18/2025	N
Differentiation Through Multiple Opportunities of Exposure	45 min	12/2/2025	Y
Student-Centered Blended Learning: Strategies for Engagement	45 min	12/16/2025	N
Progress Monitoring and Mid-Cycle Adjustments	45 min	1/6/2026	N
Midyear Momentum: Turning Data into Action	45 min	1/20/2026	N
Engaging Students through Explicit Feedback Cycles	45 min	2/3/2026	N
Thinking about Thinking: Metacognitive Tools for Learners	45 min	2/17/2026	N
Digital Tools with Purpose: Enhancing Teaching and Learning	45 min	3/3/2026	N
Strengthening Student Talk in Direct Instruction	45 min	3/17/2026	N
Sustaining Growth and Preparing for Self-Efficacy	45 min	4/7/2026	N
Looking Ahead: Using Year-End Data to Shape the Future	45 min	4/21/2026	N
Orton Gillingham, K-8 (Part I)	45 min	5/27/2026	Y
Orton Gillingham, K-8 (Part II)	45 min	5/28/2026	Y

Cohort Meetings

FACTS teachers are also encouraged to participate in cohort meetings. These meetings are led by the FACTS Education Quality Manager and serve as a forum where teachers can share their achievements with colleagues. Moreover, these cohort meetings provide a safe space for instructors to discuss challenges and seek support from colleagues. Cohort meetings are led by Heather Crawford, Education Quality Manager and Ryan Cooney, Account Manager and supported by Paige Roland, Digital Learning Specialist, Dan Leibel, Direct Instruction Specialist, and Jessica Hagedorn, TITAN student information system Specialist. Each cohort meeting lasts approximately 45 minutes. Detailed information on these meetings can be found in Table 9 below.

Table 9. Miami-Dade County Cohort Meetings School Year 2025-2026

Cohort Meeting	Week of -	# of Schools in Attendance	# of Interventionists in Attendance
Fall	October 6, 2025	0	0
Winter	January 26, 2026	1	1
Spring	April 27, 2026	1	1

Fall Cohort Meeting Agenda	Winter Cohort Meeting Agenda	Spring Cohort Meeting Agenda
✓ Assessments & Data Collection ✓ Classroom Showcase ✓ Instructional Planning for Tier II Intervention ✓ Dive into our Teacher Training Website ✓ Breakout Groups	✓ Instructional Planning Workflow ✓ Mid-Year Assessments ✓ NEW Instructional Resources ✓ Compliance Reminders ✓ NEW Book Club ✓ Classroom Showcase Reminder ✓ Breakout Groups	✓ End of Year Checklist ✓ End of Year Assessments ✓ Teaching and Learning Framework Self Evaluation ✓ Progress Reports ✓ End of Year Survey ✓ Breakout Groups

Monitoring Visits

FACTS complements the delivery of rigorous instructional services with a high standard of compliance and support. FACTS ensures that all Title I programs align with FACTS' standards for high-quality services, as well as local, state, and federal laws. To uphold this standard, FACTS hired supervisors to conduct monthly on-site monitoring visits. During these visits, the supervisor observes compliance, meets with the school leadership team, checks in with interventionists, and conducts session walkthroughs.

FACTS supervisor, Paige Roland, carried out program monitoring visits. Further information about these visits can be found in Table 10 below. A sample site visit report can be viewed in Appendix C.

Table 10. Supervisor and Site Visits Per School.

Visits	Visits	Visits
September 19 Fall Data Debrief	January 22 Winter Data Debrief	April 22 7 th Grade Reading Instruction + Coaching
October 22 1 st Grade Reading Instruction + Coaching	February 24 2 nd Grade Reading Instruction + Coaching	
November 13 7 th Grade Math Instruction + Coaching	March 11 4 th Grade Math Instruction + Coaching	

Indirect Services to Students: Parent Engagement

Hernando County, 2025-2026 School Year

FACTS acknowledges that family involvement is a crucial component in providing students with a comprehensive education. Research has demonstrated that when parents and guardians actively participate in their child's education, the student is more likely to achieve positive learning outcomes, exhibit healthy learning behaviors, and value their education.

To foster parent involvement in education, FACTS has created both print and digital Annual Parent Meeting materials that introduce Title I services and inform parents about their rights. The Parent Meeting is available in two formats: in-person by the site-based interventionist or on-demand by a member of the FACTS Academic Services team. We understand that school leadership teams are best equipped to comprehend their student population's culture, so we look to them for guidance on the most effective way to deliver the parent meeting. The table below presents the Title I meetings delivered to parents and guardians during the 2025-2026 school year. Parent resources are available in Appendix D.

Table 11. Title I Parent Engagement Events, 2025-2026

Title I Parent Engagement Sessions			
Time of Year	Mode of Orientation	Date(s)	Family Members in Attendance
Title I Parent Orientation	Virtual	Ongoing	0
Fall Parent Engagement	In-Person	11/20-11/21	15
Spring Parent Engagement	In-Person	3/12/26	9

In addition to the annual parent meeting session, FACTS offered a variety of workshops for parents during the 2025-2026 school year. This included on-demand workshops through the FACTS Family Engagement Portal, and monthly live/recorded workshops via Zoom. The parent engagement flyers sent to families can be found in Appendix E.

FACTS Family Engagement Portal Workshops

These workshops were thoughtfully designed to empower families in supporting their children’s academic success.

Available anytime and from anywhere, the sessions covered key instructional topics such as:

- At-home Reading Strategies
- Using Math Manipulatives
- Managing Emotions
- Improving Homework and Study Habits

To ensure accessibility for all families, many sessions were offered in both English and Spanish. This flexible, inclusive resource was a valuable tool for strengthening the home-school connection and enhancing student achievement.

FACTS Family Engagement Live/Recorded Workshops

These monthly offerings allowed families to have real-time interaction with experienced educators monthly for 30-45 minutes on a variety of topics. All registrants could join live or use the recording to view the content afterwards to learn more about how to support learning in the home through effective strategies and best practices discussed and exemplified within the training.

Table 12. Live Family Engagement Workshops for the 25-26 SY

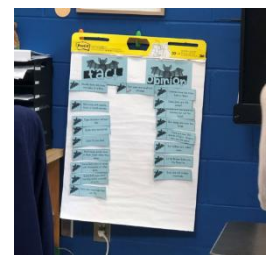
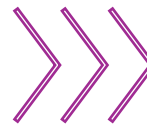
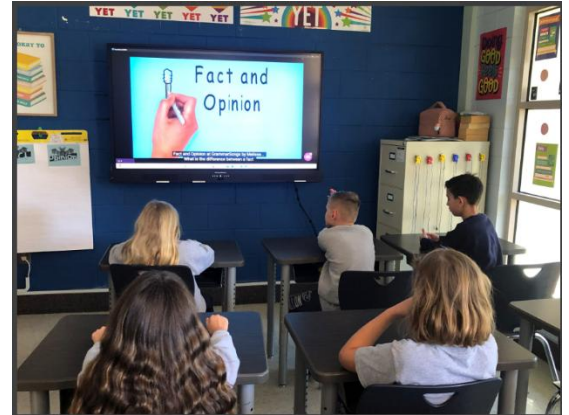
Training Title	Date Delivered	Grade Level
Making the Most of At Home Reading Time	9/30/25	K-8
Using Math Manipulatives at Home	10/28/2025	K-8
Social Media Awareness	12/2/2025	K-8
Social Media Awareness	1/27/2026	9-12
Financial Literacy	2/24/2026	K-8
Financial Literacy	3/24/2026	9-12
Using AI to Support Student Learning	4/21/2026	K-12

APPENDIX C

Sample Site Visit Notes

FACTS Educational Services National Program Visit Checklist

Date of Visit	2026-02-24
Supervisor Name	Paige Roland
School's Regional Account Manager (RAM)	Ryan Cooney
School Name	Notre Dame Catholic
City	Spring Hill
State	FL
Principal/Building Administrator Name	Pio Rizzo
Title I Teacher(s)	Sue Harris
Program Type (Direct Instruction Only or Blended Learning)	Blended Learning
Digital Learning Platform (if applicable)	i-Ready
Subject Area(s)	Math/Reading
Average Group Size	6
School-Wide Assessment	NWEA MAP and TerraNova
Grade Level(s) Served	Kindergarten, 1, 2, 3, 4, 5, 6, 7
Principal Conversation Timeline	



Operational Checklist

Student permission slips (one per student; aligns with current roster of Title I students receiving academic services), Student folders showing progression of skill acquisition over time (one per student with named/dated work), Student folders and permission slips are kept in a locked/secured cabinet/drawer, Classroom set-up is conducive to small group and digital learning instruction (if applicable), The classroom is academically focused (i.e., Word Walls, anchor charts, rules and procedures, etc.), TITAN is up to date with attendance and lesson plans, Title I materials are appropriately stored/labeled (if applicable)

Operational Comments/Concerns

Academic Checklist

Classroom time is spent on academically focused topics and is secular/non-ideological, Teacher differentiates instruction throughout lesson when appropriate, Teacher is enthusiastic and motivates students with positive reinforcement/growth mindset language, Teacher gives clear directions for assignments/tasks, Students express enthusiasm about being in the Title I classroom, Students are engaged throughout the lesson with minimal behavioral disruptions, Technology/online learning is used appropriately to support academic goals (if applicable), Transitions between activities are smooth and timely, Group instruction is focused on standards related to students' skills' gaps: Title I teachers are using classroom teacher requests, digital learning platform results, or school-wide assessment data to drive direct instruction

Instructional Comments/Concerns

Teacher utilized new SMARTboard for lesson on identifying fact versus opinion with second grade students. Teacher used appropriate scaffolding and think-aloud modeling for lesson structure and flow with gradual release of responsibilities to students through an I do, We do, You do structure.

Overall Comments/Concerns

Follow Up Items

Schedule March site visit for first two-weeks. Spring Break will be the week of March 16.

Is there any critical item that a member of our team needs to be made aware of immediately?

No

APPENDIX D

Title I Annual Meeting Print Materials



Title I Annual Parent Meeting



➤ **FACTS Education Overview**

FACTS Education Solutions is a company whose mission is to change the trajectory of a child's life. We do this by partnering with public school districts and nonpublic school leaders, teachers and students to close students' academic skills gaps. FACTS Education designs and implements K-12 programs that include small-group sessions taught by a qualified instructor who delivers lesson activities that meet the needs of students as well as increase their self-confidence.

➤ **Title I Overview**

Title I is a federally funded program to assist in meeting student's educational goals. Its purpose is to help students fill academic gaps, provide them with specific learning tools, and help them develop the necessary skills they need for academic success.

➤ **Title I Qualifications**

Students are selected for Title I services through a combination of criteria including the results of a standardized achievement test like the NWEA MAP, Renaissance STAR, Terra Nova, or other school-wide assessment, a classroom teacher or school counselor recommendation, or report card grades.

➤ **FACTS Education Title I Program**

Our FACTS Education Solutions teachers help students to close learning gaps in Reading, Math, and English Language Arts. At FACTS Education Solutions, we use a Blended Learning Model. The blended learning model is a balance of online learning and direct instruction focused on teaching specific skills.

➤ **Parent Support at Home**

Parents and family members play an integral role in assisting their child's learning. We thank you for being so actively involved in your student's education!

Some ways in which parents, guardians, siblings and other household members can help their student at home are:

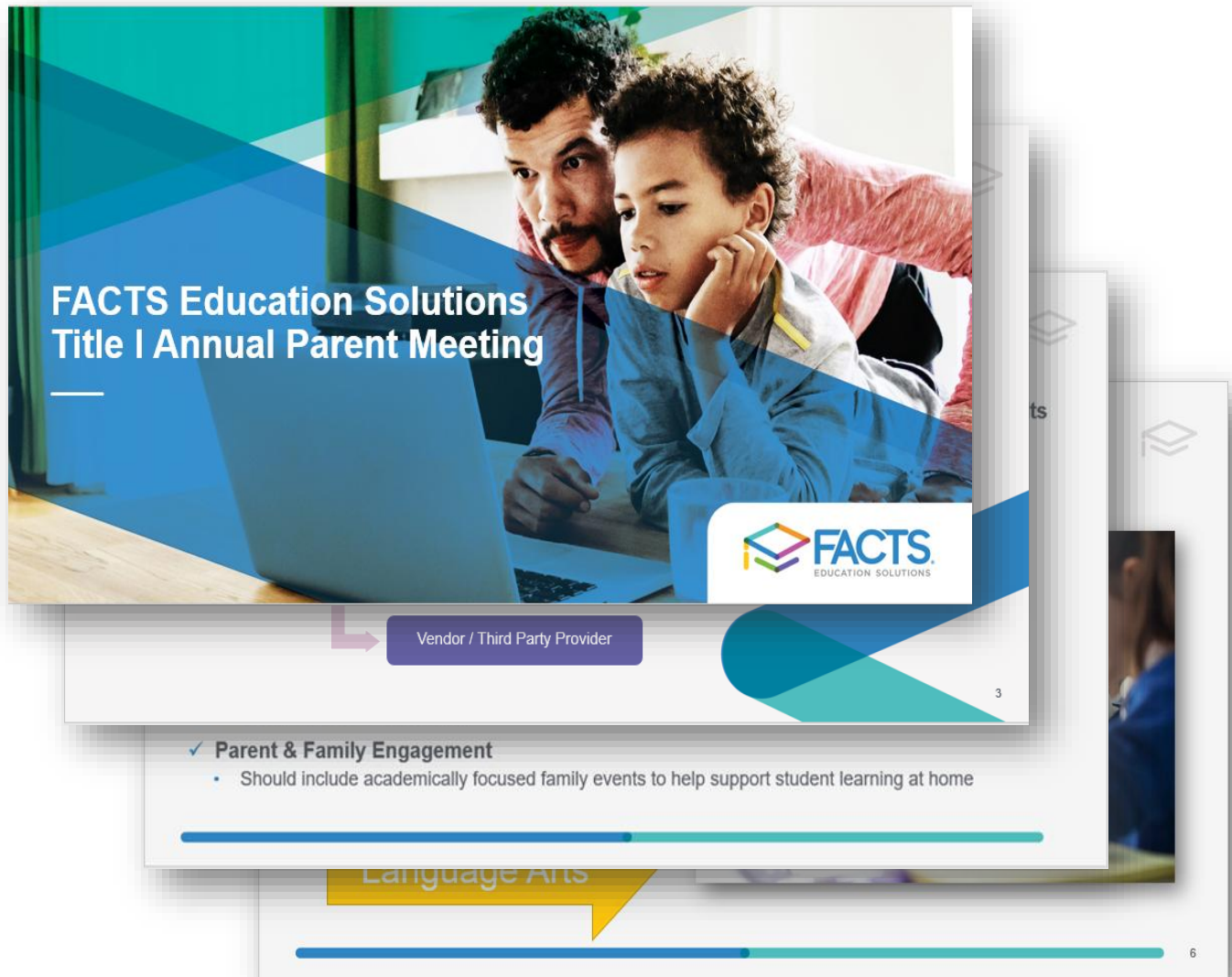
- Discussing academic goals for improvement
- Setting aside time to read; your child can read to you, you can read to them, and/or they can read to a sibling
- Using Flashcards to practice math facts or phonics skills
- Asking the student to *show* their work and talk through how they got their answers
- Pointing out that math is *everywhere*! Like geometry in the shape of stop sign or the shape of a yield sign; like fractions for telling time or measuring for a recipe; adding, subtracting, multiplying and dividing when buying groceries, counting household items, budget planning, and more! Have your student look for opportunities to discuss math throughout the day at home or on the road!

Questions? Please reach out to your student's Title I teacher or your school building administrator

FACTS Education Solutions Title I Annual Parent Meeting

APPENDIX D

Title I Annual Meeting Print Materials



APPENDIX E

Parent Engagement Session Flyers



Parent engagement flyers were also available in Spanish. 

Family Engagement Opportunities That Fit Your Schedule

We know how important family involvement is to student success. That's why we offer two ways to engage: live webinars and on-demand trainings, so you can choose what works best for your schedule.

Through these sessions, you will:

- Learn practical ways to support learning at home
- Gain insights into topics such as reading strategies, using math manipulatives, managing emotions, and more!
- Learn effective strategies to assist your child with homework and study habits.

Flexible Learning Options

Attend a Live Webinar

Scan the QR code to see upcoming titles, dates, and times. You can register for the session(s) that fit your schedule.

- 30–45 minute sessions
- Real-time interaction with experienced educators
- Sessions in English only



Scan to register

Learn on Your Own Time

Our Family Engagement Portal gives you 24/7 access to online trainings that you can complete on your own time and at your own pace.

- Flexible, self-paced video trainings
- New courses added throughout the year
- Content available in English and Spanish



Scan to access the portal

PROGRAM EVALUATION/EVALUATION OF SERVICES

Form Completed by: Magen Schlechter, Director of Federal Programs Date: June 30, 2026

1. Why is this program being purchased? What need is the program designed to meet? Provide a description of the program and include any relevant data.

Eligible private schools throughout the Hernando County School District can opt to participate in the Title I, Part A (TIPA) program. For the 2025-2026 school year, four schools (Esther's School – Spring Hill, Reach Academy, Hernando Christian Academy, Lifeline University, Little Wings of Prayer School, Notre Dame Catholic School, Queen of All Saints Academy, Grace Education Academy and West Hernando Christian School) participated in the Title I, Part A program. In consultation with each private school, instructional services in reading and mathematics, provided by FACTs Management, LLC teachers, were agreed upon as the expenditure at Notre Dame Catholic School.

Each private school receives a different Title I, Part A allocation, as determined by school enrollment. As the number of eligible students fluctuates from school year to school year, available funds may increase or decrease.

Title I, Part A program intends to help close the achievement gap. The supplemental services provided by FACTs Management, LLC to private schools throughout the HCSD focus on small-group instruction in reading and/or mathematics. A state-certified teacher employed by Catapult Learning provides on-site direct instruction to eligible students with the greatest need for supplemental support.

2. Who is the target population?

To qualify to receive supplemental reading and/or mathematics tutoring from Catapult Learning, students must meet specific eligibility requirements. The student(s) must reside in the school zone of a public school eligible to receive Title I, Part A funding, regardless that they are attending a private school. District Title I schools include BES, DES, DSPMS, EES, EK8, FCMS, JDFES, MES, PGES, SHES, SES, WES, and WHMS. Additionally, students must demonstrate an academic need. Academic needs are determined by referencing school-based progress monitoring tests and/or teacher referrals.

3. Is the program in the planning or implementation stage? If it has been implemented, how long has it been in place?

The partnership between the Hernando County School District and FACTs Management is new, with one year of services completed. During the 2025-2026 academic school year, we collaboratively decided that Notre Dame Catholic School would continue using FACTs Management services.

PROGRAM EVALUATION/EVALUATION OF SERVICES

4. What resources are needed to support the program (e.g., staff, funding, space, time, technology, etc.)?

Year	Resources	Department	Cost
2024-2025	<i>FACTs Management Instructional Services (teachers): professional-technical services</i>	Federal Programs	\$106,550.00
2025-2026	<i>FACTs Management Instructional Services (teachers): professional-technical services</i>	Federal Programs	\$107,342.99

5. What are the program's intended outcomes?

As agreed upon during consultation between the Hernando County School District and each private school, annual progress will be determined by evaluating students' progress on standardized assessments, progress monitoring assessments, and program-specific pre and post-assessments, with at least 50% of students making gains. Assessments differ at each school, as neither FACTs Management nor the Hernando County School District mandates testing for private schools.

6. How do you plan to progress monitor fidelity and effectiveness of the program?

Per the FACTs Management agreement, Instructional reports will be periodically delivered to the Supervisor of Federal Programs as described below:

1. **Assessment Results:** Pre-test results for all eligible Title I students are shared and discussed at Winter consultation meetings. End-of-year results will be shared and discussed at Summer consultation meetings and used to identify best practices and drive future implementation protocols.
2. **Progress Reports:** During the school year, Catapult shall prepare and deliver three reports on the progress of each child enrolled in the Program. The private school and Catapult designee will discuss the best mode for distribution to parents and families.
3. **Intervention Report:** Catapult shall submit a written report describing the interventions provided and results of such interventions for students the District has determined need additional support and intervention.
4. **End of Year Report:** The End of Program Report will provide a cumulative summary of the students served, the overall instructional gains of students, and the parent and school staff interactions throughout the school year. Catapult shall deliver this report to the District contact and the school principal at the end of the school year.

7. What criteria will be used to judge the program performance?

PROGRAM EVALUATION/EVALUATION OF SERVICES

A program Summary is compiled annually by Catapult Learning and shared with HCSD Federal Programs Department and private school leadership. Program performance data for the previous school year is collected and analyzed in this Program Summary, which is used to help determine the courses of action outlined in each private school's Service Delivery Plan. From the Catapult Learning professional services contract:

"Specifically, the District will use the following methods to evaluate the effectiveness of the program implemented as described in this contract and service delivery plan:

- ☐ Comparison of pre-and post-assessment results;
- ☐ Comparison of private school nationally normed test with current year results;
- ☐ Comparison of growth on the STAR assessment for reading and/or math;
- ☐ Review and analysis of survey results conducted with school officials, teachers, and parents; and
- ☐ Review provided services (such as number of students served, hours of service provided, type of service, and student progress).

For students to count within the evaluation, they must have at least 1,200 minutes or 20 hours of instructional services as measured by students' attendance. School logistics and student entry and exit of the program predicate the program design. The program design is dependent on the program plan determined in consultation with the district and private school officials. The calculations are derived from measuring the academic growth change of the administered pre and post-test. The Title I private school Program calendar mirrors the District to the extent possible.

8. Describe what the program must accomplish to be considered successful (Return on Investment).

As agreed upon during consultation between the Hernando County School District and each private school, annual progress will be determined from students' progress on standardized assessments, progress monitoring assessments, and program-specific pre and post-assessments, with at least 50% of students making gains

9. Is a program evaluation required at this time? If so, complete data summary sheet.

Yes, a program evaluation is required. Please see the attached FACTs Management HCSD End of Year Program Summary 2025-2026.

PROGRAM EVALUATION DATA SUMMARY

(Please provide an overview of the data presented and speak to any increases, decreases, outliers, etc.)

Program results from the 2025-2026 school year for i-Ready Reading (Notre Dame Catholic School) indicate an 23.76% gain in student achievement. At Notre Dame Catholic School, the FACTS Learning teacher was on-site five days per week, working a full-time teacher schedule. For Mathematics, those students using i-Ready Math produced 23.65% learning gains. 23.65% learning gains.

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: FACTS Education Solutions, LLC
Vendor FEIN: 47-1150867
Vendor's Authorized Representative Name and Title: Elizabeth Shelton, Vice President
Address: 121 S 13th Street
City: Lincoln State: NE ZIP: 68508
Phone Number: 402-458-3085
Email Address: eshelton@factsmgt.com

Section 787.06(14), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: 
AUTHORIZED SIGNATURE

Print Name and Title: Elizabeth Shelton, Vice President Director Accounts & Contracts

Date: 06/05/2026

Federal Terms & Conditions

Provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II to 2 CFR Part 200)

All purchases made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases by the Hernando County School District.

1. **EQUAL EMPLOYMENT OPPORTUNITY:**

Except as otherwise provided under 41 CFR, Part 60, this section applies to federally assisted construction contracts. If applicable, the Contractor agrees to comply with the provisions of 41 CFR, Part 60-1.4(b) during the performance of this contract. The provisions may be found in Attachment A to these Federal Terms and Conditions.

2. **DAVIS-BACON ACT:**

(34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2,000 awarded by the district and subgrantees when required by Federal grant program legislation).

3. **COPELAND "ANTI-KICKBACK" ACT:**

(34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).

4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT:**

(34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts, which involve the employment of mechanics or laborers).

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

If the Federal award meets the definition of "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401 "Right to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreement s", and any implementing regulations issued by awarding agency.

6. **CLEAN AIR ACT**

(34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), section 508 of the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

7. **BYRD ANTI-LOBBYING AMENDMENT:**

Contractors that apply or solicitation for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8. RECOVERED MATERIALS:

Section 6002 (EPA) 40 CFR Part 247: For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

9. FEDERAL DEBARMENT CERTIFICATION:

Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, 85, defined at 34 CFR Part 85, Section 85.105 and 85.110-(ED80-0013).

A. *The prospective lower tier (\$25,000) participant certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*

B. *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall provide an explanation.*

10. ADMINISTRATIVE, CONTRACTURAL OR LEGAL REMEDIES:

If the vendor/contractor fails to perform to the district's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the district shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined. Nonperformance by a vendor /contractor is any failure to follow the terms, conditions, and/or specifications as outlined in the contract.

11. HATCH ACT:

(5U.S.C. 1501-1508 AND 7324-7328: The vendor/contractor will comply with the provisions of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

12. CONTRACT TERMINATION FOR CONVENIENCE:

The Superintendent (or designee) reserves the right to terminate a vendor's contract in whole or in part when it is determined in its sole discretion that it is in the district's best interest to do so. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor shall not be entitled to recover any cancellation charges or lost profits.

13. CONTRACT TERMINATION FOR CAUSE:

The Superintendent (or designee) reserves the right to terminate a vendor's contract for just cause, without penalty. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor may request reconsideration of this decision in writing at any time during the 30 day grace period. The request must be addressed to the Director of Finance & Purchasing who will initiate an internal review of the matter. If the vendor's input is required as part of the reconsideration process, the vendor will be notified when and where to appear. Requests for reconsideration received after the (30) day grace period will be denied. Upon termination of a contract, the Board reserves the right to rescind and re-award a contract to the next low bidder, if determined to be in the best interest of the district to do so.

Provisions for Non-Federal Entity Contracts Under Federal Awards (Federal Program Requirements - USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the United States Department of Agriculture ("USDA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

14. RECORDS RETENTION:

(34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

15. CIVIL RIGHTS:

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

16. BUY AMERICAN:

(7 CFR PART 210.21 (D)) - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), the District is required to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards the District must comply with when purchasing commercial food products served in the school meals programs.

17. ENERGY POLICY AND CONSERVATION ACT:

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. DISCOUNTS, REBATES, AND CREDITS:

The vendor shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. All goods, services, or monies received as the result of any equipment or USDA Food rebates shall be credited to the District's nonprofit food service account.

Provisions for Non-Federal Entity Contracts Under Federal Awards (Federal Program Requirements - FEMA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the Federal Emergency Management Agency ("FEMA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

19. ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide the District, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

20. DHS SEAL, LOGO, AND FLAGS:

The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

21. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:

This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

22. NO OBLIGATION BY FEDERAL GOVERNMENT:

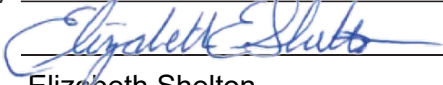
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

23. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

By signing of this document, the vendor/contractor understands and certifies that they are in compliance with and/or will comply with, all the terms and conditions as specifically stated, where applicable. The vendor/contractor understands that Federal Funding Provisions apply to all contracts where Federal funds are used as a source for the purchase of goods and services. The contract/vendor awarded must not take exception to any part of these regulations.

Company Name (Print): FACTS Education Solutions, LLC Date: 06/05/2026

Authorized Signature: 

Printed Name: Elizabeth Shelton

Title: Vice President - Director of Accounts & Contracts

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Elizabeth Shelton

Company Name: FACTS Education Solutions

Title: Vice President - Director of Accounts & Contracts

Signature:



Date: 06/05/2026

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in section 768.28(5), Florida Statutes. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28 (9), Florida Statutes. 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 the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to section 768.28, Florida Statutes. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter (“Court”) have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party’s performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to section 448.095, Florida Statutes, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with section 448.095, Florida Statutes, and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

20. If the Contractor receives access to an individual's personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

21. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:



Printed Name: Elizabeth Shelton

Title: Vice President - Director of Accounts & Contracts

Date: 06/05/2026

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCSD

10:44 am, 06/17/2025

A. Item Currently Budgeted -

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

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

B. Item Currently Not Budgeted -**

Funding Source	Grant Funding					
Account Name	Title I, Part A - Private School Allocation					
Account Number	4210E	5100	3120	0964	82700	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ 132,235.74					

Funding Source	Grant Funding					
Account Name	Title I, Part A - Private School Allocation					
Account Number	4210E	6150	3120	0964	82700	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ 1,018.76					

C. History

Check one:

Prior Year Budget: ☒New for Current Year: ☐

Prior Year Approved Budget: \$ 108,324.50

Prior Year Actual Spent: \$ 99,925.87

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



Hernando School District

School Board Regular Meeting

Agenda Item # 10. 27-3929

8/11/2026

Title and Board Action Requested

Approve the agreement and authorize the purchase of third-party Title I instructional services for Hernando County private school students from Catapult Learning, LLC, not to exceed \$498,550.90.

Executive Summary

The Director of Federal Programs on behalf of the Assistant Superintendent of Teaching and Learning, hereby requests the Board approve the Agreement with Catapult Learning, LLC for the purchase of instructional services to be provided to students at Esther's School Spring Hill, Hernando Christian Academy, Grade Education Academy, and Little Wings of Prayers. Providing Title I, Part A equitable services to eligible students in private schools is a requirement of the Every Student Succeeds Act (ESSA), formerly No Child Left Behind (NCLB) federal law. These funds include instructional and parent engagement costs for each eligible school.

My Contact

Magen Schlechter
Director of Federal Programs
919 N. Broad Street
Brooksville, FL 34601
352-797-7000 ext. 295
schlechter_m@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

Title I Grant Funds - \$498,550.90 (cost for the agenda item). See attached budget sheet.

Esther's School Spring Hill - \$32,639.63

Hernando Christian Academy - \$202,344.40

Grade Education Academy - \$77,537.75

Spring Hill Christian Academy - \$163,529.12

West Hernando Christian Academy - \$22,500.00

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

**AMENDMENT No.2 BETWEEN
HERNANDO COUNTY SCHOOL DISTRICT AND
Catapult Learning, LLC**

This AMENDMENT No.2 (“**Amendment**”) to the [Legal Insert Underlying Agreement description] dated August 1st, 2024 (the “**Agreement**”), between the parties Catapult Learning, LLC (“**Catapult**”) and Hernando County School District (“**District**” or “**Charter**” or “**School**” in accordance with the Agreement), is effective as of July 1st, 2026 (“**Amendment Effective Date**”).

The Parties hereby agree to amend the following sections in the Agreement:

1. Section 1 is amended by extending the termination date to June 30, 2027.
2. Section 5(a) – Not to Exceed Amount is increased to **\$498,550.90**
3. Section 5 and Exhibit A are amended to reflect the updated Non-Public School allocations and assigned school designations for the 2026-2027 school year. The billing rate shall remain unchanged at \$79.20 per program hour.
4. Provision of the Services to Nonpublic Schools is allocated in the following manner:

School Name: Esther's School – Spring Hill

2026-2027 Allocation: \$23,850.24
Parent and Family Engagement: \$249.54
Roll Forward: \$8,539.86

TOTAL School Year 2026-2027 Allocation: \$32,639.63

School Name: Hernando Christian Academy

2026-2027 Allocation: \$147,855.90
Parent and Family Engagement: \$1,546.97
Roll Forward: \$52,941.54

TOTAL School Year 2026-2027 Allocation: \$202,344.40

School Name: Spring Hill Christian Academy and Academy West (Schools Pooled Funding)

2026-2027 Allocation: \$119,493.02
Parent and Family Engagement: \$1,250.22
Roll Forward: \$42,785.88

TOTAL School Year 2026-2027 Allocation: \$163,529.12

School Name: Grace Education Academy and Academy West (Schools Pooled Funding)

2026-2027 Allocation: \$56,657.93
Parent and Family Engagement: \$592.79
Roll Forward: \$20,287.03

TOTAL School Year 2026-2027 Allocation: **\$77,537.75**

West Hernando Christian School:

2026-2027 Allocation: **\$22,500**
Professional Learning: 10 coaching days at \$2250 per day for up to \$22,500

5. District may elect, at its sole discretion, to purchase additional Professional Learning services during the Term of this Agreement. The available Professional Learning Services and corresponding fees are set forth in the Pricing Table attached to and incorporated into this Amendment. To add Professional Learning Services, District must provide written notice to Provider prior to the commencement of any Professional Learning Services. No Professional Learning Services will be scheduled or performed until such notice is received and accepted by Provider. Upon District's written authorization, the selected Professional Learning Services shall be provided in accordance with the terms and conditions of the Agreement and this Amendment, and Customer shall be invoiced based on the pricing set forth in the attached Pricing Table.

Professional Learning Service Menu			
<u>DESCRIPTION OF SERVICES TO BE PROVIDED</u>	<u>HOURLY RATE</u>	<u>SESSION RATE</u>	<u>SUBSCRIPTION/ LICENSE RATE</u>
Workshops - delivered in person and/or virtual for up to 40 participants	\$375.00		
Coaching- delivered in person and/or virtual	\$375.00		
Institutes - multiple sessions- in person or virtual - per registered participant		\$300.00	

Webinar- virtual - single session- per registered participant		\$75.00	
Annual PDNow Asynchronous Platform License - offered at a flat rate of \$3,000 per school license, supporting up to 50 users			\$3,000.00

Except as expressly modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. Capitalized terms not defined in this Amendment shall have the meanings set forth in the Agreement. All other terms and conditions of the Agreement shall remain the same. Capitalized terms not defined in this Amendment have the meanings set forth in the Agreement. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the Amendment Effective Date first above written.

Hernando County School District

By:

Name:

Title:

Date:

Kelly A. Pogue
Approved as to Form
by WSH Attorney
07/21/2026 04:42 pm

Catapult Learning, LLC

By:


Rob Klapper (Jun 26, 2026 07:48:47 PDT)

Name: Rob Klapper

Title: President

Date: Jun 26, 2026

Signature:

Email: unknown@gmail.com

PROGRAM EVALUATION/EVALUATION OF SERVICES

Form Completed by: Magen Schlechter, Director of Federal Programs Date: June 30, 2026

1. Why is this program being purchased? What need is the program designed to meet? Provide a description of the program and include any relevant data.

Eligible private schools throughout the Hernando County School District can opt to participate in the Title I, Part A (TIPA) program. For the 2025-2026 school year, nine schools (Esther's School – Spring Hill, Reach Academy, Hernando Christian Academy, Lifeline University, Little Wings of Prayer School, Notre Dame Catholic School, Queen of All Saints Academy, Grace Education Academy and West Hernando Christian School) participated in the Title I, Part A program. In consultation with each private school, instructional services in reading and mathematics, provided by Catapult Learning teachers, were agreed upon as the expenditure at Esther's School – Spring Hill, Hernando Christian Academy, and Grace Education Academy. It is important to note that Little Wings of Prayer did not open during the 2025-2026 school year. In the Spring, their funds were redistributed across all schools (public and private) within the district.

Each private school receives a different Title I, Part A allocation, as determined by school enrollment. As the number of eligible students fluctuates from school year to school year, available funds may increase or decrease.

Title I, Part A program intends to help close the achievement gap. The supplemental services provided by Catapult Learning, LLC to private schools throughout the HCSD focus on small-group instruction in reading and/or mathematics. A state-certified teacher employed by Catapult Learning provides on-site direct instruction to eligible students with the greatest need for supplemental support.

2. Who is the target population?

To qualify to receive supplemental reading and/or mathematics tutoring from Catapult Learning, students must meet specific eligibility requirements. The student(s) must reside in the school zone of a public school eligible to receive Title I, Part A funding, regardless that they are attending a private school. District Title I schools include BES, DES, DSPMS, EES, EK8, FCMS, JDFES, MES, PGES, SHES, SES, WES, and WHMS. Additionally, students must demonstrate an academic need. Academic needs are determined by referencing school-based progress monitoring tests and/or teacher referrals.

3. Is the program in the planning or implementation stage? If it has been implemented, how long has it been in place?

The partnership between the Hernando County School District and Catapult Learning has existed since the 2013-2014 school year. Initially, only Notre Dame Catholic School participated in the Title I, Part A program. Each year the district's federal programs department invites all district non-profit private school administrators to learn about the benefits of participating in the Title I program and available resources. As schools elect to participate in the program, district staff supports the private schools in reviewing student data to determine the best way to expend the funds. During the 2025-2026 academic school year, we collaboratively decided that Esther's School – Spring Hill, Hernando Christian Academy, and Grace Education Academy would use Catapult services.

PROGRAM EVALUATION/EVALUATION OF SERVICES

4. What resources are needed to support the program (e.g., staff, funding, space, time, technology, etc.)?

Year	Resources	Department	Cost
2013-2014	Catapult Learning Instructional Services (teachers): professional-technical services	Federal Programs	\$3,594.00
2014-2015	Catapult Learning Instructional Services (teachers): professional-technical services	Federal Programs	\$43,879.00
2015-2016	Catapult Learning Instructional Services (teachers): professional-technical services	Federal Programs	\$55,072.00
2016-2017	Catapult Learning Instructional Services (teachers): professional-technical services	Federal Programs	\$55,042.00
2017-2018	Catapult Learning Instructional Services (teachers): professional-technical services	Federal Programs	\$65,074.87
2018-2019	Catapult Learning Instructional Services (teachers): professional-technical services	Federal Programs	\$170,820.00
2019-2020	Catapult Learning Instructional Services (teachers): professional-technical services	Federal Programs	\$110,980.44
2020-2021	Catapult Learning Instructional Services (teachers): professional-technical services	Federal Programs	\$247,127.31
2021-2022	Catapult Learning Instructional Services (teachers): professional-technical services	Federal Programs	\$286,511.72
2022-2023	Catapult Learning Instructional Services (teachers): professional-technical services	Federal Programs	\$347,666.20
2023-2024	Catapult Learning Instructional Services (teachers): professional-technical services	Federal Programs	\$412,010.82
2024-2025	Catapult Learning Instructional Services (teachers): professional-technical services	Federal Programs	\$207,950.00
2025-2026	Catapult Learning Instructional Services (teachers): professional-technical services	Federal Programs	\$296,827.62

5. What are the program's intended outcomes?

As agreed upon during consultation between the Hernando County School District and each private school, annual progress will be determined by evaluating students' progress on standardized assessments, progress monitoring assessments, and program-specific pre and post-assessments, with at least 50% of students making gains. Assessments differ at each school, as neither Catapult Learning nor the Hernando County School District mandates testing for private schools.

6. How do you plan to progress monitor fidelity and effectiveness of the program?

Per the Catapult Learning agreement, Instructional reports will be periodically delivered to the Supervisor of Federal Programs as described below:

1. **Assessment Results:** Pre-test results for all eligible Title I students are shared and discussed at Winter consultation meetings. End-of-year results will be shared and discussed at Summer consultation meetings and used to identify best practices and drive future implementation protocols.
2. **Progress Reports:** During the school year, Catapult shall prepare and deliver three reports on the progress of each child enrolled in the Program. The private school and Catapult designee will discuss the best mode for distribution to parents and families.
3. **Intervention Report:** Catapult shall submit a written report describing the interventions provided and results of such interventions for students the District has determined need additional support and intervention.
4. **End of Year Report:** The End of Program Report will provide a cumulative summary of the students served, the overall instructional gains of students, and the parent and school staff interactions throughout the school year. Catapult shall deliver this report to the District contact and the school principal at the end of the school year.

7. What criteria will be used to judge the program performance?

A program Summary is compiled annually by Catapult Learning and shared with HCSD Federal Programs Department and private school leadership. Program performance data for the previous school year is collected and analyzed in this Program Summary, which is used to help determine the courses of action outlined in each private school's Service Delivery Plan. From the Catapult Learning professional services contract:
"Specifically, the District will use the following methods to evaluate the effectiveness of the program implemented as described in this contract and service delivery plan:

- ☐ Comparison of pre-and post-assessment results;
- ☐ Comparison of private school nationally normed test with current year results;
- ☐ Comparison of growth on the STAR assessment for reading and/or math;

PROGRAM EVALUATION/EVALUATION OF SERVICES

- ☐ Review and analysis of survey results conducted with school officials, teachers, and parents; and
- ☐ Review provided services (such as number of students served, hours of service provided, type of service, and student progress).

For students to count within the evaluation, they must have at least 1,200 minutes or 20 hours of instructional services as measured by students' attendance. School logistics and student entry and exit of the program predicate the program design. The program design is dependent on the program plan determined in consultation with the district and private school officials. The calculations are derived from measuring the academic growth change of the administered pre and post-test. The Title I private school Program calendar mirrors the District to the extent possible.

8. Describe what the program must accomplish to be considered successful (Return on Investment).

As agreed upon during consultation between the Hernando County School District and each private school, annual progress will be determined from students' progress on standardized assessments, progress monitoring assessments, and program-specific pre and post-assessments, with at least 50% of students making gains

9. Is a program evaluation required at this time? If so, complete data summary sheet.

Yes, a program evaluation is required. Please see the attached data and Data Summary page, as well as the Catapult Learning HCSD Program Summary 2025-2026.

PROGRAM EVALUATION DATA SUMMARY

(Please provide an overview of the data presented and speak to any increases, decreases, outliers, etc.)

Program results from the 2025-2026 school year for Renaissance STAR Reading (Hernando Christian Academy, Esther's School – Spring Hill, and Grace Education Academy) indicate an 68% gain in student achievement. For Mathematics, those students using Renaissance STAR Math produced 80% learning gains.

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name:	Catapult Learning, LLC				
Vendor FEIN:	73-1685121				
Vendor's Authorized Representative Name and Title:	Rob Klapper, President				
Address:	150 Rouse Blvd., Suite 210				
City:	Philadelphia	State:	PA	ZIP:	19112
Phone Number:	800-841-8730				
Email Address:	info@catapultlearning.com				

Section 787.06(14), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: 
Rob Klapper (Jun 23, 2026 07:40:32 PDT)

AUTHORIZED SIGNATURE

Print Name and Title: Rob Klapper, President

Date: 06/23/2026

Federal Terms & Conditions

Provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II to 2 CFR Part 200)

All purchases made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases by the Hernando County School District.

1. **EQUAL EMPLOYMENT OPPORTUNITY:**
Except as otherwise provided under 41 CFR, Part 60, this section applies to federally assisted construction contracts. If applicable, the Contractor agrees to comply with the provisions of 41 CFR, Part 60-1.4(b) during the performance of this contract. The provisions may be found in Attachment A to these Federal Terms and Conditions.
2. **DAVIS-BACON ACT:**
(34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2,000 awarded by the district and subgrantees when required by Federal grant program legislation).
3. **COPELAND "ANTI-KICKBACK" ACT:**
(34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).
4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT:**
(34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts, which involve the employment of mechanics or laborers).
5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**
If the Federal award meets the definition of "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401 "Right to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreement s", and any implementing regulations issued by awarding agency.
6. **CLEAN AIR ACT**
(34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), section 508 of the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
7. **BYRD ANTI-LOBBYING AMENDMENT:**
Contractors that apply or solicitation for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8. RECOVERED MATERIALS:

Section 6002 (EPA) 40 CFR Part 247: For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

9. FEDERAL DEBARMENT CERTIFICATION:

Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, 85, defined at 34 CFR Part 85, Section 85.105 and 85.110-(ED80-0013).

A. *The prospective lower tier (\$25,000) participant certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*

B. *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall provide an explanation.*

10. ADMINISTRATIVE, CONTRACTURAL OR LEGAL REMEDIES:

If the vendor/contractor fails to perform to the district's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the district shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined. Nonperformance by a vendor /contractor is any failure to follow the terms, conditions, and/or specifications as outlined in the contract.

11. HATCH ACT:

(5U.S.C. 1501-1508 AND 7324-7328: The vendor/contractor will comply with the provisions of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

12. CONTRACT TERMINATION FOR CONVENIENCE:

The Superintendent (or designee) reserves the right to terminate a vendor's contract in whole or in part when it is determined in its sole discretion that it is in the district's best interest to do so. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor shall not be entitled to recover any cancellation charges or lost profits.

13. CONTRACT TERMINATION FOR CAUSE:

The Superintendent (or designee) reserves the right to terminate a vendor's contract for just cause, without penalty. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor may request reconsideration of this decision in writing at any time during the 30 day grace period. The request must be addressed to the Director of Finance & Purchasing who will initiate an internal review of the matter. If the vendor's input is required as part of the reconsideration process, the vendor will be notified when and where to appear. Requests for reconsideration received after the (30) day grace period will be denied. Upon termination of a contract, the Board reserves the right to rescind and re-award a contract to the next low bidder, if determined to be in the best interest of the district to do so.

Provisions for Non-Federal Entity Contracts Under Federal Awards (Federal Program Requirements - USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the United States Department of Agriculture ("USDA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

14. RECORDS RETENTION:

(34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

15. CIVIL RIGHTS:

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

16. BUY AMERICAN:

(7 CFR PART 210.21 (D)) - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), the District is required to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards the District must comply with when purchasing commercial food products served in the school meals programs.

17. ENERGY POLICY AND CONSERVATION ACT:

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. DISCOUNTS, REBATES, AND CREDITS:

The vendor shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. All goods, services, or monies received as the result of any equipment or USDA Food rebates shall be credited to the District's nonprofit food service account.

**Provisions for Non-Federal Entity Contracts Under Federal Awards
(Federal Program Requirements - FEMA)**

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the Federal Emergency Management Agency ("FEMA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

19. ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide the District, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

20. DHS SEAL, LOGO, AND FLAGS:

The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

21. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:

This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

22. NO OBLIGATION BY FEDERAL GOVERNMENT:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

23. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

By signing of this document, the vendor/contractor understands and certifies that they are in compliance with and/or will comply with, all the terms and conditions as specifically stated, where applicable. The vendor/contractor understands that Federal Funding Provisions apply to all contracts where Federal funds are used as a source for the purchase of goods and services. The contract/vendor awarded must not take exception to any part of these regulations.

Company Name (Print): Catapult Learning, LLC Date: 06/23/2026
Authorized Signature: 
Rob Klapper (Jun 23, 2026 07:40:32 PDT)
Printed Name: Rob Klapper
Title: President

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Rob Klapper

Company Name: Catapult Learning, LLC

Title: President

Signature: 
Rob Klapper (Jun 23, 2026 07:40:32 PDT)

Date: 06/23/2026

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in section 768.28(5), Florida Statutes. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28 (9), Florida Statutes. 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 the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to section 768.28, Florida Statutes. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.
6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.
7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter ("Court") have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.
8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.
9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.
10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.
11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.
12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to section 448.095, Florida Statutes, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with section 448.095, Florida Statutes, and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

20. If the Contractor receives access to an individual's personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

21. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:


Rob Klapper (Jun 23, 2026 07:40:32 PDT)
Printed Name: Rob Klapper
Title: President
Date: 06/23/2026

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
10:44 am, 06/17/2025

Complete Section A or B, and C

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

A. Item Currently Budgeted -

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

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

B. Item Currently Not Budgeted -**

Funding Source	Grant Funding					
Account Name	Title I, Part A - Private School Allocation					
Account Number	4210E	5100/6150	3120	various	82700	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ 473,550.90					

Funding Source	Grant Funding					
Account Name	Title I, Part A - Private School Allocation					
Account Number	4210E	6400	3120	1255	82700	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ 25,000.00					

C. History

Check one:

Prior Year Budget: ☒

New for Current Year: ☐

Prior Year Approved Budget: \$ 294,675.07

Prior Year Actual Spent: \$ 247,689.21

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



Hernando School District

School Board Regular Meeting

Agenda Item # 11. 27-3981

8/11/2026

Title and Board Action Requested

Approve the Amendment to the Renewal of Bid No. 23-580-31 RN: Musical Instruments, Sheet Music and Instrument Repair Awarded to Multiple Vendors, to Increase the Total Estimated Annual Spending by an Additional \$350,000.00

Executive Summary

The Director of Secondary Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the amendment to the renewal of Bid No. 23-580-31 RN: Musical Instruments, Sheet Music and Instrument Repair, awarded to multiple vendors listed on the attached tabulation sheet, to increase the total estimated annual spending by an additional \$350,000.00. The renewal of this contract was approved at the June 9, 2026 Board meeting. This request is to increase the estimated annual spending on the contract.

Purchases will be made on an as needed basis and will be charged to various school approved budgets and/or internal accounts.

My Contact

Dr. John Morris
Director of Secondary Programs
352-797-7000 ext. 70443
morris_j@hcsb.k12.fl.us

Tiffany Howard
Director of Elementary Programs
352-797-7000 ext. 70433
howard_t@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

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

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

August 11, 2026

Bid No. 23-580-31 RN (amended)

Bid Title: Musical Instruments, Sheet
Music & Instrument Repair

Recommend approval of this agenda item under the specific category below:

- | | | | |
|--|---|---|---|
| ☐ 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 | ☒ Amendment to Contract | ☐ Bid Extension | ☐ Emergency |
| ☐ Piggyback Cooperative | | | |

Bid Contract Period: 05/30/2026 through 05/29/2027

☐ N/A – One Time Purchase

Amended: 08/11/2026 through 05/29/2027

Contract Type:

- | | | | |
|---|---|---|--|
| ☐ Estimated
Dollar Amount | ☐ Firm, Fixed
Dollar Amount | ☐ Firm, Fixed
Unit Prices | ☒ Firm, Fixed Unit Prices,
Hourly Rates, Fees and/or
Percentages |
|---|---|---|--|

Renewal Options:

- | | | | |
|--------------------------------|---|--|-------------------------------|
| No. of Terms
Remaining
1 | ☐ Length of
Each Term (month) | ☒ Length of
Each Term (year)
1 | ☐ None |
|--------------------------------|---|--|-------------------------------|

Rationale/Reason: 8/11/2026 – Approval to amend the contract to increase total estimated annual spending.

Bidders Electronically
Downloaded From Bidnet
Direct Website:

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

☒ N/A – Bids Not
Required: Renewal

Submitted By: Steve Crognale
Executive Director of Support Operations

School(s): District Wide

Requested By: John Morris
Director of Secondary Curriculum

Department(s): District Wide

Tiffany Howard
Director of Elementary Programs

Recommended award, description of items and prices: (See attached)

T/C CODE: 2331

Bid #23-580-31: Musical Instruments, Sheet Music & Instrument Repair

Vendor	Catalog Name/Number Website	Discounts / Pricing	Shipping/Handling /Freight Charges	Quantity Discounts & Minimum Order	Sampling of Products Offered	Additional Information	Contact Information
A2D Solutions, LLC	Contact vendor for quote	Instrument: 0-50% Supplies: 0-20%	TBD based on weight & quantity	Call for details \$100 minimum order	Replacement keyboard percussion instrument Frames, Accessory Frame Carts, Gong Frames, Percussion Instruments; Refurbished instruments with warranty;		Chris Williams (229)560-5018 chris@a2dsolutions.org
Head's House of Music	www.headshouseofmusic.com	Sheet Music: 10%	Shipping is 7% of order, minimum of \$10.00	Sheet Music: 10 copies – 10% No discounts on digital, self-published or import items	Sheet music for chorus, band, orchestra, piano/keyboard, and guitar	Delivery: 14 days ARO	Marian Thomas (813) 679-5029 headsmusic.accounts@verizon.net
J.W. Pepper & Son, Inc.	www.jwpepper.com	0%	\$3.99 - \$39.99 Charges based on order total	\$0 minimum order	Sheet music, music equipment, supplies, accessories	In stock items ship same day Pepper Guarantee - 100% satisfaction	Amber Loper (610) 232-1882 southern@jwpepper.com orders@jwpepper.com Warranty: satisfaction@jwpepper.com
Music & Arts	www.musicarts.com Contact vendor for educator's log in credentials for discounted pricing	Instruments: 0% Supplies: 30% Sheet Music: 0% Balance of Line: 30%	Free Shipping on orders \$25 and over. Additional freight charges may apply	\$25.00 minimum order	Band & Orchestra Instruments, Combo Band Instruments, Digital Pianos & Keyboards, Orff Instruments, Accessories and Sheet Music, Guitars	Delivery: 7-10 Day ARO for in stock items Manufacturer's warranty applies	Matt Stephens (301)620 -4040 matt.stephens@musicarts.com
Romeo Music	www.romeomusic.net	Instruments: 12% Supplies: 11% Balance of line: 11%	Free Shipping on order over \$100.00 Speaker/furniture orders subject to freight at 10% of total order	\$100.00 minimum order	Pianos and Keyboards, Lighting, Recording, Drums, Live Sound, Software, Tuners and Metronomes, Music Technology lab	Delivery: 5 days ARO Dependent on current stock	Ryan Unangst (815) 262-2335 justin@romeomusic.net
Shar Products Company (dba Shar Music)	www.sharmusic.com	Instruments: 10% Supplies: 10% Sheet Music: 10% Balance of line: 10%	\$9.99 Flat Fee Free Shipping on Standard Order over \$45.00 Additional freight charges for oversized	n/a	Franz Hoffmann instruments, Carlo Lamberti instruments, Bows by Fusion, Presto, Meinel, Glasser, CodaBow, etc. Strings from D'Addario, Thomastik, Pirastro, Jargar, etc. Xeros endpin anchors,	Delivery: 30 Days ARO for instruments, 7 Days ARO for Supplies and Sheet Music	Isan Belzar (866) 742-7261 schools@sharmusic.com

Bid #23-580-31: Musical Instruments, Sheet Music & Instrument Repair

Vendor	Catalog Name/Number Website	Discounts / Pricing	Shipping/Handling /Freight Charges	Quantity Discounts & Minimum Order	Sampling of Products Offered	Additional Information	Contact Information
			items and/or large orders		Cases from Toshira, Heritage, Cushy, SuperLite, Bam, etc.		
Steve Weiss Music	www.steveweissmusic.com	Instruments: up to 60% Supplies: up to 60% Sheet Music: up to 60%	To be determined by weight and dimensions	n/a Sites are requested to request discounts on quotes via email at education@steveweissmusic.com	Percussion instruments and accessories	Delivery: 3 Days ARO	Nate Repp (888) 659-3477 education@steveweissmusic.com
Sweet Pipes, LLC	www.sweetpipes.com	10% off all Yamaha, Camp, Da Capo, Recorders and neckstraps 10% off all Sweet Pipes Publications 5% off Aulos Recorders Request Quote for Sonor and Studio 49 Orff Instruments, Toca and Remo Percussion	\$0-\$29.99: \$9.45 \$30.00-\$74.99: 11.95 \$75.00 - \$149.99: \$14.95 \$150.00-\$249.99: 10% of order Over \$250.00 – 8% of order	n/a	General music products- recorders, recorder music, orff instruments, handbells, handbell music, handchimes, resonator bells, boomwhackers, and puppets, ukuleles, instructional supplies and materials	Delivery: 7-10 days ARO Unless it is ordered by the manufacturer Warranty is provided by the manufacturer	Billy Ferguson (817) 277-9922 sales@sweetpipes.com
Tate Music & Repair, LLC	Harris-Teller, Inc. Protec 2020 Jupiter Music Conn-Selmer Yamaha 24/7 www.tatemusic&repair.com	Discounts vary depending on catalog – Range 10-20% Call for pricing	Free delivery depending on catalog – verify with vendor	n/a	Various Music Instruments & Accessories	90 day warranty Call for pricing and items offered Offers multiple manufacturer's	Clint Tate (727) 506-5034 paula@tatemusicrepair.com

Bid #23-580-31: Musical Instruments, Sheet Music & Instrument Repair

Vendor	Catalog Name/Number Website	Discounts / Pricing	Shipping/Handling /Freight Charges	Quantity Discounts & Minimum Order	Sampling of Products Offered	Additional Information	Contact Information
Taylor Music, Inc.	www.taylormusic.com Taylor Music Newsletter and Taylor Music Accessory Catalog Vendor Quote #23-580-31	Discounts: 0-60% - call for quote and quantity discounts	Free shipping on orders over \$99.00.	Call for further discounts	Band instruments, supplies and accessories, brass, woodwinds, percussion, concert band, marching band, jazz band, ec.	Standard Manufacturer's Warranty Delivery: 10 Days ARO for in stock items	Mary McKinney (800) 872-2263 mary@taylormusic.com
West Music	www.westmusic.com Vendor Quote #23-580-31	Instruments: 7% Supplies: 7% Sheet Music: 7% Balance of Line: 7%	Free standard ground shipping except on items with oversized shipping rates. Oversized shipping rates can be found with the items on www.westmusic.com	n/a \$0 Minimum Order	Orff instruments, records, tubanos, ukuleles, guitars, digital pianos, hand percussion, music books and games,, music movement props	Standard Manufacturer's Warranty Delivery: 5-30 days ARO Some items may take longer due to manufacturer requirements	Beth Villhauer (800) 397-9378 bids@westmusic.com Customer Service (800) 397-9378 service@westmusic.com

A2D Solutions, LLC

Musical Instrument Repair:

Type of Instrument	Repairs/Service Hourly Rate
Woodwind Instruments	
Brass Instruments	
String Instruments	
Percussion Instruments	\$85.00 / Hour
Handbells	
Electric Guitars	
Electronic Keyboards	
Pianos	
Electrical Instruments	
Other (Balance of Line)	

Additional Information: Repairs done on site - \$100.00 minimum

Estimates can be provided after detailed requests with pictures are sent, prior to on-site visit. Invoices can be paid online via a private web portal. Work is completed as schedule permits. In higher volume times, a month wait time can be expected.

We offer bar tuning, bar refinishing, frame replacement, gauge replacements.

Parts:

Manufacturer	Discount Off (-)	Mark Up On (+)
Pearl/Adams	10%	
Yamaha	5%	
Ludwig/Musser	6%	
KHS – Majestic	5%	

Experience in repair of musical instruments	35 Years
Warranty of repairs	120 days after completion of work

Contact:

Chris Williams
 (229) 560-5018
chris@a2dslutions.org

Music & Arts

(Guitar Center Stores, Inc.)

Musical Instrument Repair:

Type of Instrument	Repairs/Service Hourly Rate
Woodwind Instruments	\$76.50 / Hour
Brass Instruments	\$76.50 / Hour
String Instruments	\$76.50 / Hour
Percussion Instruments	\$76.50 / Hour
Handbells	\$76.50 / Hour
Electric Guitars	n/a
Electronic Keyboards	n/a
Pianos	n/a
Electrical Instruments	n/a
Other "Balance of Line"	\$76.50 / Hour

Parts:

Manufacturer	Discount Off (-)	Mark Up On (+)
All	10%	

Experience in repair of musical instruments	85+ Years
Warranty of repairs	90 days after completion of work

Contact:

Matt Stephens
(301)620 -4040
matt.stephens@musicarts.com

Warranty Contact:

Same

Tate Music & Repair, LLC

Musical Instrument Repair:

Type of Instrument	Repairs/Service Hourly Rate
Woodwind Instruments	\$65.00 / Hour
Brass Instruments	\$65.00 / Hour
String Instruments	\$65.00 / Hour
Percussion Instruments	\$65.00 / Hour
Handbells	n/a
Electric Guitars	n/a
Electronic Keyboards	n/a
Pianos	n/a
Electrical Instruments	n/a
Other "Balance of Line"	n/a

Parts:

Manufacturer	Discount Off (-)	Mark Up On (+)
n/a		

Experience in repair of musical instruments	42 years
Warranty of repairs	90 days after completion of work

Contact:

Clint Tate
 (727) 506-5034
clint@tatemusicrepair.com

Warranty Contact:

Same

A. Item Currently Budgeted -

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

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

B. Item Currently Not Budgeted -**

Funding Source	Included in the 2026-2027 Requested Budget					
Account Name	Music Sheets/Repairs/Equipment					
Account Number	1100E/1120E	5100	Various	Various	Various	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ 350,000.00					

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

C. History

Check one:

Prior Year Budget: ☐New for Current Year: ☒

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



Hernando School District

School Board Regular Meeting

Agenda Item # 12. 27-3984

8/11/2026

Title and Board Action Requested

Approve the amendment to the piggyback of The Interlocal Purchasing System (TIPS), Region 8 Education Service Center, RFP No. 2440804: Academic and Educational Goods and Services, awarded to Realityworks, Inc. to increase the estimated annual spending to \$250,000.

Executive Summary

The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the amending to the piggyback of The Interlocal Purchasing System (TIPS), Region 8 Education Service Center, RFP No. 2440804: Academic and Educational Goods and Services, awarded to Realityworks, Inc. to increase the estimated annual spending to \$250,000.

Purchases from this vendor will enhance Career and Technical Education (CTE) programs across the District by providing students with immersive, hands-on learning experiences that replicate real-world workplace environments and industry practices.

Realityworks' educational solutions will strengthen instruction through interactive simulations, skill development equipment, and authentic workplace scenarios that allow students to apply technical knowledge, develop employability skills, and gain experience using industry-relevant tools. These resources will support multiple CTE pathways, increase student engagement, and better prepare students for industry certifications, post-secondary education, and high-demand careers.

Funding for this purchase is provided through a variety of grants and funding sources specifically designated for enhancements to Career and Technical Education programs. No General Fund dollars will be used for this initiative.

The original piggyback contract was approved on 01/14/2025, School Board Agenda No. 25-2746. Contract term: 01/14/2025 through 10/31/2029. This request is only to increase the estimated annual spending. HCSB Bid No. 25-785-26 PB (amended) has been assigned for internal tracking purposes.

My Contact

Beth Lastra
Supervisor of College and Career Programs
352-797-7000 ext. 70474
lastra_b@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

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

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

August 11, 2026

Bid No. 25-785-26 PB (amended)

**Bid Title: Academic and Educational
Goods and Services**

Recommend approval of this agenda item under the specific category below:

- | | | | |
|---|--|---|---|
| ☐ Lowest Bid(s) | ☐ Request for Proposal(s) | ☐ Low Bid(s) Meeting Specification | ☐ Rejection/Cancellation |
| ☐ Revised Award | ☐ Renewal of Contract | ☐ Sole/Single Source | ☐ Re-Award (Partial/Whole) |
| ☐ Contract Termination | ☒ Amendments to Contract | ☐ Extension of Contract | ☐ Emergency |
| ☐ Reversed Auction | ☒ Piggyback (TIPS) | ☐ Responsive/Responsible Bidders | |

Bid Contract Period: 01/14/2025 through 10/31/2029

☐ N/A – One Time Purchase

Amended: 08/11/2026 through 10/31/2029

Contract Type:

☐ Estimated Dollar Amount	☐ Firm, Fixed Dollar Amount	☐ Firm, Fixed Unit Prices	☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages
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Renewal Options:	No. of Terms <u>Remaining</u> 1	☐ Length of <u>Each Term (month)</u>	☒ Length of <u>Each Term (year)</u> 1	☐ None
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Rationale/Reason: Piggyback The Interlocal Purchasing System (TIPS), Region 8 Education Service Center, RFP No. 2440804: Academic and Educational Goods and Services, awarded to Realityworks, Inc. This contract supplements the currently approved Classroom Instructional Material and Supplies contract allowing for additional products to meet the needs of the district.

08/11/26: Amended to increase estimated annual spending.

Bidders Electronically Downloaded From Bidnet Direct Website: n/a	Bids Received:	No Bids:	Late Bids:	Rejected Bids:	☒ N/A – Bids Not Required: Piggyback
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Submitted By: Steve Crognale
Executive Director of Support Operations

School(s): District Wide

Requested By: Beth Lastra
Supervisor of College and Career Programs

Department(s): Academic Services

Recommended award: (See attached)

T/C CODE: 2526

Vendor:

Realityworks, Inc.

www.realityworks.com

Karen McDowell, National Account Manager, Florida
(715)858-7172

Karen.mcdowell@realityworks.com

Purchase Order & Sales Contact

Stacy Knudson, Sales and Administrative Specialist

800-830-1416

orders@realityworks.com

information@realityworks.com

Cart

NOTICE! Freight will be adjusted on orders outside the 48 contiguous United States.

✓ Cart updated.

	Product	Price	Quantity	Subtotal
	Hydroponics Plant System Package - Lift gate	\$11,999.00	3	\$35,997.00
	Trauma Injury Simulator	\$2,999.00	4	\$11,996.00
	Adult Nursing Manikin	\$6,289.00	2	\$12,578.00
	Pediatric Nursing Manikin	\$3,899.00	2	\$7,798.00
	BVM Ventilation Trainer	\$3,515.00	4	\$14,060.00
	AED Trainer	\$1,429.00	6	\$8,574.00
	Auscultation Trainer - Class Pack	\$8,845.00	1	\$8,845.00
	EMS Package	\$12,499.00	1	\$12,499.00
	Dementia Simulation Experience	\$1,649.00	1	\$1,649.00
	Wearable Auscultation Trainer - Class Pack	\$6,575.00	4	\$26,300.00
	Animal Systems Package	\$13,499.00	1	\$13,499.00
	Animal Agriculture Education Kits Package	\$4,619.00	1	\$4,619.00
	Educational Aquaponics System - Lift gate	\$3,959.00	3	\$11,877.00
	Basic Trade Skills Package	\$14,739.00	1	\$14,739.00
	Advanced Manufacturing Career Exploration Package	\$9,999.00	1	\$9,999.00
	Trades Career Exploration Package	\$8,999.00	1	\$8,999.00
	Sports Medicine Package	\$24,999.00	1	\$24,999.00

Coupon (

APPLY COUPON

UPDATE CART

You may be interested in...

Cart Totals

Subtotal \$229,027.00

Ask a Specialist



RC Tractor Pull Challenge (5-pack) with Pulling Sled

★★★★★

\$3,399.00

ADD TO CART



Blood Pressure Simulator

★★★★☆

\$1,590.00

ADD TO CART



EMT Career Scenario Cards

\$79.00

ADD TO CART



Plant Science Kit

\$879.00

ADD TO CART



Engineering Renewable Energy 3D Print Lab

\$2,499.00 – \$3,999.00

VIEW DETAILS



Soft Skills Program for Caring for Patients with Intellectual Disabilities, Mental Illness, or PTSD

\$1,315.00

ADD TO CART



Shipping

\$12,768.30

Shipping options will be updated
during checkout.

[Calculate shipping](#)

Lift gate – Hydroponics Plant System Package

\$145.00

Lift gate – Educational Aquaponics System

\$145.00

Tax (estimated for
the United States (US))

\$0.00

Total **\$242,085.30**

PROCEED TO CHECKOUT

[DOWNLOAD CART AS PDF](#)

A. Item Currently Budgeted -

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

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

B. Item Currently Not Budgeted -**

Funding Source	Included in the 2026-2027 Requested Budget					
Account Name	Voc Tech Ed		CTE		Various Grants	
Account Number	1100E	5300	Various	9415	Various	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ 250,000.00					

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

C. History

Check one:

Prior Year Budget: ☐New for Current Year: ☒

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



Hernando School District

School Board Regular Meeting

Agenda Item # 13. 27-3988

8/11/2026

Title and Board Action Requested

Award RFP No. 27-946-01 Purchasing Card (P-Card) Program and approve the Master Commercial Card Agreement to J.P. Morgan for the implementation and servicing of district-wide purchasing cards, offering a competitive rebate program.

Executive Summary

The Executive Director of Support Operations, on behalf of the Superintendent of Schools, hereby requests the Board to award RFP No. 27-946-01 Purchasing Card (P-Card) Program to J.P. Morgan and approve the Master Commercial Card Agreement for the implementation and servicing of a district-wide purchasing card program.

Under this agreement, J.P. Morgan will provide all credit cards and related services, including an administrative platform with robust tools, user controls, spending limits, extensive reporting features, fraud protection as well as transaction integration with our ERP system. There are no fees associated with the implementation of the program and the District is offered a rebate structure based on annual spending. It is estimated that the District could receive \$65,000 in annual rebates. It is anticipated that this figure may increase with possible expansion of the program.

My Contact

Steve Crognale
Executive Director of Support Operations
(352) 797-7063

2023-28 Strategic Focus Area

Priority 5: Fiscal Transparency and Capital Planning

Financial Impact

See attached budget sheet.

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

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

August 11, 2026

RFP No. 27-946-01

**RFP Title: Purchasing Card (P-Card)
Program**

Recommend approval of this agenda item under the specific category below:

- | | | | |
|---|---|---|---|
| ☐ Lowest Bid(s) | ☒ Request for Proposal(s) | ☐ Low Bid(s) Meeting Specification | ☐ Rejection/Cancellation |
| ☐ Revised Award | ☐ Renewal of Contract | ☐ Sole/Single Source | ☐ Re-Award (Partial/Whole) |
| ☐ Contract Termination | ☐ Amendments to Contract | ☐ Extension of Contract | ☐ Emergency |
| ☐ Reversed Auction | ☐ Piggyback | ☐ Responsive/Responsible Bidders | |

Bid Contract Period:

08/11/2026 through 08/10/2031

☐ N/A – One Time Purchase

Contract Type:

☐ Estimated
Dollar Amount

☐ Firm, Fixed
Dollar Amount

☐ Firm, Fixed
Unit Prices

☒ Firm, Fixed Unit Prices,
Hourly Rates, Fees and/or
Percentages (Rebate Earning)

Renewal Options:

No. of Terms
Remaining
1

☐ Length of
Each Term (month)

☒ Length of
Each Term (year)
5

☐ None

Rationale/Reason: Award of contract to J.P. Morgan for implementation of a District-wide Visa Purchasing Card Program. The program offers a comprehensive rebate structure based on the District's total annual spending.

Bidders Electronically
Downloaded From
Bidnet Direct Website: 50

Bids Received:
- 5 -

No Bids:
- 0 -

Late Bids:
- 0 -

Rejected Bids:
- 0 -

☐ N/A – Bids Not
Required:

Submitted By:

Steve Crognale

Executive Director of Support Operations

For Use District-Wide

Recommended award:

J.P. Morgan
John McAuley
Relationship Executive
(813) 483-8253
john.t.mcauley@jpmorgan.com

T/C CODE: 2701

MASTER COMMERCIAL CARD AGREEMENT

Version 2.4

This Master Commercial Card Agreement, which comprises the Master Terms together with any exhibits and Local Schedules attached thereto, as amended, supplemented or replaced from time to time (the "**Master Agreement**"), is made and entered into as of _____, 2026 (the "**Effective Date**") and sets forth the terms and conditions under which **JPMorgan Chase Bank, N.A.** or one or more of its Affiliates ("**Bank**") shall provide commercial card services to **HERNANDO COUNTY SCHOOL DISTRICT** ("**Client**") who executes this Master Agreement and/or one or more of such Client's Affiliates. Client and Bank may be referred to in this Master Agreement individually as "**Party**" and collectively as the "**Parties**". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Client and Bank hereby agree as follows:

MASTER TERMS

1. Definitions

Each capitalized term used in this Master Agreement shall have the following defined meanings set forth below or as otherwise set forth herein.

Account means each account established in the name of Client pursuant to this Master Agreement.

Affiliate means an entity controlling, controlled by, or under common control with, directly or indirectly, a Party to this Master Agreement. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

Applicable Law means for any country, all federal, state, provincial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, decrees, interpretive letters, guidance or other official releases of or by any government, any authority, department or agency thereof, or any regulatory or self-regulatory organization such as the European Union, that apply to a Party's obligations under the Master Agreement.

Business Day means a day on which Bank is open for business as identified in the applicable Local Schedule.

Card means a Network-branded card that is issued to Cardholders by Bank upon the request of Client and approval by Bank, and includes any plastic card bearing a card number and accounts and card numbers with no associated plastic card, which includes Virtual Card Accounts.

Card Request means a written or electronic transmittal from Client, requesting Bank to issue a Card(s).

Cardholder means: (A) an individual in whose name a Card is issued, and (B) any person or entity authorized by Client or named Cardholder to use a Card.

Cardholder Agreement means documentation provided by Bank to Client or Cardholder governing use of a Card by such Cardholder.

Cardholder Credit Limit means the maximum spending limit established in relation to a Cardholder.

Corporate Liability means Client is solely liable for the Transactions, subject to the Master Agreement and any Cardholder Agreement.

Credit Card Network or **Network** means either MasterCard International, Inc. or Visa U.S.A., Inc.

Credit Limit means the maximum spending limit established for Client in connection with the Program.

Cycle means the monthly period ending on the same day each month or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require, or such other period as Bank may specify.

Fraudulent Transactions means transactions made on a Card by a person, other than Client or Cardholder, who does not have actual, implied or apparent authority for such use, and which Cardholder or Client receives no direct or indirect benefit.

Joint and Several Liability means Client and Cardholder are jointly and severally liable for the Transactions, subject to the Master Agreement, and the Cardholder Agreement.

Local Schedule means a schedule to this Master Agreement which sets forth the terms and conditions applicable to the commercial card Programs provided to Client in a particular geographic region or country.

Marks means the name, trade name, and all registered or unregistered service marks of Client, the Network and Bank.

Program means the commercial card system composed of Accounts, Card-use controls, reports to facilitate purchases of and payments for business goods and services, and related services, all as established in connection with the Master Agreement.

Systems means the systems through which Client can access Account and Transaction data and reports.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest).

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under the Master Agreement.

Transaction means a purchase, a cash advance, fees, charges or any other activity charged to an Account in respect of a Card.

Virtual Card Account or **Single-Use Account** means a one-time virtual card number generated for a single transaction.

2. Certain Bank Services

- A. Subject to prior financial, risk management and compliance approvals by Bank, Bank shall establish Accounts in the name of Client and, where applicable, issue Cards to employees and authorized representatives of Client who are approved by Bank and are designated and authorized by Client to incur legitimate business expenses on Client's behalf. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.
- B. Extension of Program. Upon Client's submission of a request from time to time in the form required by Bank and following Bank's agreement to do so, Bank will extend the Program to Client's Affiliates. Client is responsible as principal obligor for all obligations under the Master Agreement (including, without limitation, as principal obligor with respect to all payment and other obligations as the same relate to its Affiliates and their respective Cardholders and waives any defenses or offsets available to such Affiliates). Client shall cause each of its Affiliates and their respective Cardholders to comply with the Master Agreement.
- C. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client or any Client Affiliate or any Card to an employee or authorized representative of Client or any Client Affiliate or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC").
- D. Receipt Image Services. For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order to make Receipt Images available through the System, Client shall first attach to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Images will be made available online through the System for a maximum of thirty-six (36) months ("**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

3. Obligations of Client

In connection with the Program, Client shall:

- A. Submit Card Requests in the form and via the method required by Bank. Client shall not give, nor cause or permit to be given, any Card to a Cardholder before the Cardholder application process defined by Bank is completed.
- B. Notify each Cardholder at the earliest opportunity: (i) that Cards are to be used only for Client's business purposes; (ii) of the Cardholder Credit Limit and any other applicable limit; (iii) of Bank suspending a Card or refusing to issue any further Cards, closing an Account, or ending the Cardholder Agreement; (iv) of revisions to any guide to the use of Cards (if applicable); and (v) of the extent, if any, to which Bank will provide Transaction and Account information to third Parties at Client's request.
- C. Use commercially reasonable efforts: (i) to safeguard Accounts using reasonable security procedures; (ii) where applicable, to maintain a process ensuring timely and accurate reimbursement of all Transactions to its Cardholders; (iii) not to exceed the Credit Limit; (iv) to collect and destroy any Cards which are no longer required; and (v) to the extent that Cardholder Agreements and Cardholder documentation are provided, cause Cardholders to comply with the Cardholder Agreements and Cardholder documentation.
- D. If not previously provided by Bank, provide to each actual and prospective Cardholder, in accordance with Bank's instructions, Cardholder documentation supplied by Bank.
- E. Immediately notify Bank: (i) of any Card or any Account which is no longer required; and (ii) by phone of any Card that Client knows, or suspects has been lost, stolen, misappropriated, improperly used or compromised. In connection with Client's notifications obligations described herein and notwithstanding anything to the contrary contained in this Master Agreement:

- i. Liability for Fraudulent Transactions Following Notification. Client shall not be liable for any Fraudulent Transactions made on a Card under any Account after the effective time of such notification to Bank of such Fraudulent Transaction.
 - ii. Liability for Fraudulent Transactions Prior to Notification. Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions made on a Card under any Account prior to the effective time of such notification to Bank of such Fraudulent Transactions.
 - iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that, subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate its Program in accordance with the following fraud reduction requirements:
 - a. Client must block required high risk merchant category codes ("**MCCs**") identified by Bank and presented to Client;
 - b. Client must maintain reasonable security precautions and controls regarding the dissemination, use and storage of Account and Transaction data; and
 - c. Client must comply with all other requirements as Bank may reasonably require from time to time.

If Client fails to comply with its obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (1) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (2) deduct the amount of such Fraudulent Transaction amount from Client's rebate.
- F. Notify Bank of any Transaction that Client disputes as soon as practicable after the last day of the Cycle during which such Transaction is charged to Client, and in any event within sixty (60) days of such day. Client shall use commercially reasonable efforts to assist in obtaining reimbursement from a merchant. Client or, subject to any Cardholder Agreement and in the case of Cards under any Joint and Several Liability Accounts, the Cardholder, shall not be relieved of liability for any disputed Transaction if the charge-back is rejected in accordance with the applicable Network's charge-back policy. Bank shall not be liable to Client where notice is received after such sixty (60) day period unless specified in a Local Schedule. Client shall not make a claim against Bank or refuse to pay any amount because Client or the person using the Card may have a dispute with any merchant.
- G. Provide any required notification or obtain authorization under applicable privacy or data protection legislation.
- H. Unless previously provided to Bank, obtain and provide to Bank such information as Bank may reasonably request, for the purposes of investigating the identity of an actual or prospective Cardholder or Client or the identity or financial condition of Client, evidencing authority for Card issuance requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- I. Make payments for all Transactions posted to Accounts no later than the payment date (the "**Payment Date**"), as specified in the periodic statement. In the event that Client makes payments other than as contemplated by the periodic statement, Bank may require, and Client shall provide, such documentation as reasonably required by Bank to reconcile such payments to the amounts stated as due in the periodic statement by the Payment Date. Any amount due which is not received by the Payment Date shall be subject to the late fees as set out in Exhibit 1 to the Master Terms. If collection is initiated by Bank, Client shall be liable for payment of Bank's reasonable attorneys' fees and other costs and expenses of collection.
- J. In the case of Corporate Liability Programs, be solely liable for all Transactions and Client's obligations shall be enforceable regardless of the validity or enforceability of a Cardholder's obligations. In the case of any Joint and Several Liability Account, Client shall pay Bank, within ten (10) days of written notice, for any Transactions not paid by a Cardholder within one hundred and twenty (120) days of the first billing in respect of the relevant Transaction.
- K. Unless otherwise provided to Bank, provide Bank with such financial statements and other related information annually, or as otherwise requested by Bank in form and in such detail as Bank may reasonably request.
- L. Use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards and whom Client authorizes to use the Cards are not identified on a prohibited government sanctions list, or otherwise subject to a sanctions program applicable to Client.

4. Credit Limits and Certain Bank Rights

- A. Bank may establish a Credit Limit and Cardholder Credit Limit and may establish other limits from time-to-time. The establishment of a limit does not prevent such limit from being exceeded and, subject to the Master Agreement, Client is responsible for all amounts including such amounts that exceed a limit.
- B. Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Card or any Account or the Program; (ii) refuse to authorize Transactions; (iii) vary the payment terms, or require

the provision of security or additional security; (iv) suspend or terminate any Card or any Account; (v) decline to open any Account; or issue any Card or (vi) require MCC authorization restrictions in connection with a Program; (vii) apply or offset any credit balance hereunder to the payment when due of any amount owing under this Master Agreement; (viii) offset any obligation of Client to Bank under this Master Agreement or otherwise against any obligation Bank owes to Client.

5. System Access

- A. Client shall adhere to all applicable license agreements, security procedures, and terms and conditions regarding the System.
- B. Client agrees that any access, Transaction, or business conducted on the System is presumed by Bank to have been in Client's name for Client's benefit.
- C. Except for unauthorized use by a Bank employee, Client is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Bank via the System. Bank may rely and act upon all Client instructions and messages issued with valid credentials.
- D. From time to time, Bank may suspend the System when Bank considers it necessary to do so (including, without limitation, for maintenance or security purposes). Bank will use reasonable efforts to provide Client with notice prior to the suspension.

6. Representations and Warranties

Each Party represents, warrants and covenants that it will comply with Applicable Laws in connection with the performance of its obligations under the Master Agreement. Each Party represents and warrants that this Master Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of the Master Agreement: (A) does not breach any agreement of such Party with any third party, (B) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (C) are within its organizational powers, and (D) has been authorized by all necessary organizational action of such Party and validly executed by a person(s) authorized to act on behalf of such Party. Client also represents, warrants and covenants that it will use its commercially reasonable efforts to ensure that the Accounts and the Cards shall only be used for Client's business purposes. Client also represents and warrants that it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards to and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client. Bank reserves the right to terminate the Master Agreement and/or cancel any of the Accounts at any time if Bank determines that a Card has been issued to a person residing in a sanctioned jurisdiction or where the Cardholder's name, or the name of an individual authorized to use a Card/Account, appears on a government sanctions list applicable to Client or Bank. EXCEPT AS SET FORTH IN THIS MASTER AGREEMENT OR IN ANY LOCAL SCHEDULE, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Fees and Charges

Bank may change the fees and charges payable by Client at any time, provided that Bank notifies Client at least thirty (30) days prior to the effective date of the change or such other period as is specified in the applicable Local Schedule. Bank's periodic statements represent the official record of amounts due and owing by Client to Bank regardless of the method(s) by which Client elects to receive invoice information from Bank (e.g., in electronic form, mappers or other methods). Client acknowledges that it has an obligation to verify and reconcile its payment obligations to Bank's periodic statements. Client and Bank agree that all periodic statements shall be sent or made available electronically unless otherwise agreed to in writing. Client specifically agrees to the delivery and receipt of or access to such electronic periodic statements.

8. Term and Termination

- A. This Master Agreement shall commence as of the Effective Date and continue in full force and effect for a period of **five (5) years** unless otherwise terminated in accordance with the terms of this Section 8. Thereafter this Master Agreement shall automatically renew for successive one-year terms unless earlier terminated as set forth herein.
- B. Either Party may terminate this Master Agreement for any or no reason upon sixty (60) days prior written notice to the other Party.
- C. Either Party may terminate this Master Agreement immediately upon the occurrence of one or more of the following events: (i) the other Party's violation of Applicable Law, (ii) the liquidation, insolvency or dissolution of the other Party, (iii) the voluntary or involuntary filing of bankruptcy proceedings or similar proceedings with respect to the business of the other Party, or (iv) with the exception of a payment obligation, a Party's breach of a material obligation under this Master Agreement that is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching Party.
- D. In addition, Bank may immediately (a) terminate this Master Agreement, (b) terminate one or more services provided for in this Master Agreement, and/or (c) terminate one or more Cards upon the occurrence of one or more of the following events: (i) Client fails to remit any payment in accordance with the terms of this Master Agreement, (ii) there is a default by Client

or its parent, subsidiary or affiliate in the payment of any debt owed to Bank or a Bank-related entity under any other agreement, (iii) there is a material adverse change in the business, operations or financial condition of Client, or (iv) any representation or warranty made by the Client or any financial statement or certificate furnished to Bank, shall prove to be inaccurate, false or misleading in any material respect when made.

- E. This Master Agreement shall terminate immediately upon the termination of all Accounts issued pursuant to this Master Agreement.
- F. In the event of termination of this Master Agreement by Bank in accordance with Section 8.C or Section 8.D above, Client shall immediately pay all amounts owing under the Agreement, without set-off or deduction.
- G. In the event of termination of the Master Agreement for any reason other than by Bank in accordance with Section 8.C or 8.D above, Client shall pay all amounts due and owing under this Master Agreement in accordance with the settlement terms of the Program, without set-off or deduction.
- H. Upon termination of this Master Agreement for any reason, Client shall promptly destroy all physical Cards furnished to Cardholders.
- I. Client (upon notice to Bank) may suspend or terminate any Account or any Card under any Account at any time and for any reason.
- J. After this Master Agreement or any Local Schedule terminates or expires, the terms of this Master Agreement that expressly or by their nature contemplate performance after termination or expiration will survive and continue in full force and effect. Notwithstanding anything to the contrary contained in this Section 8, the provisions of this Master Agreement shall remain in effect until all Cards and Accounts have been cancelled.

9. Limitation of Liability

- A. Bank shall be liable only for Client's actual damages which Client suffers or incurs as a direct result of Bank's negligence or willful misconduct and shall not be liable for any other loss or damage of any nature.
- B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR THE LIKE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EACH OF WHICH ARE EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES HEREIN REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidentiality

Except as expressly provided in this Master Agreement, all information furnished by either Party in connection with this Master Agreement, the Program or Transactions shall be kept confidential. The foregoing obligation shall not apply to information that: (A) is already lawfully known when received without an obligation of confidentiality other than under this Master Agreement, (B) is or becomes lawfully obtainable from other sources who are not under a duty of confidentiality, (C) is in the public domain when received or thereafter enters the public domain through no breach of this Section; (D) is developed independently by the receiving Party without use of the disclosing Party's confidential information; (E) is in an aggregate form non-attributable to the disclosing Party; (F) is required to be disclosed to, or in any document filed with, the U.S. Securities and Exchange Commission (or any analogous body or any registrar of companies or other organizations in any relevant jurisdiction), banking regulator, or any other governmental agencies, (G) is required by Applicable Law to be disclosed and notice of such disclosure is given (when legally permissible) to the disclosing Party, or (H) may be disclosed as provided in the Cardholder Agreement or other Cardholder-related documentation. Notice under (G), when practicable, shall be given sufficiently in advance of the disclosure to permit the other Party to take legal action to prevent disclosure. Bank may exchange (and Client insofar as necessary hereby consents to such exchange) Client and (to the extent authorized) Cardholder confidential information with Affiliates. Bank may also disclose confidential information to service providers, the Networks, and any other authorized third parties in connection with Bank's provision of Program services; provided, that these authorized third parties are subject to obligations of confidentiality at least as restrictive as those set forth in this Section 10.

11. Miscellaneous

- A. Except as otherwise mutually agreed, neither Party shall use the Marks of the other Party without its prior written consent. If Client elects to have its Marks embossed on the Cards or provide them to Bank for other uses, Client hereby grants Bank a non-exclusive limited license to use the Marks for the foregoing purposes.
- B. If any provision of this Master Agreement is found by an arbitrator or court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth in this Master Agreement. The failure of either Party hereto to enforce any right or pursue any remedy hereunder shall not be construed to be a waiver thereof.

- C. Bank and Client will at all times be independent contractors. In furtherance of the Parties' mutual interests in this Master Agreement, no third party will be deemed an intended or unintended beneficiary of this Master Agreement. This Master Agreement is enforceable only between the Parties hereto and shall not be subject to any actual or implied right or obligations of, or commitment to, any third party without the prior written consent of Bank.
- D. In the regular course of business, Bank may monitor, record and retain telephone conversations made or initiated to or by Bank from or to Client or Cardholders.
- E. This Master Agreement shall be binding upon and inure to the benefit of Client and Bank and their respective successors and permitted assigns. This Master Agreement, or any of the rights or obligations hereunder, may not be assigned by Client without the prior written consent of Bank.
- F. This Master Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous proposals, understandings, representations, negotiations, and agreements of any kind, whether written, oral, expressed or implied, relating to the subject matter thereof. This Master Agreement may be amended or waived, subject to Applicable Law, only by notice to Client in writing from Bank.
- G. This Master Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same document. Facsimile signatures shall have the same force and effect as the original.
- H. If applicable, to the extent that Client would have been able to claim sovereign immunity in any action, claim, suit or proceeding brought by Bank, Client irrevocably waives and agrees not to claim such immunity.
- I. Unless Client provides Bank with a valid applicable exemption certificate or other proof of exemption, Client will pay or reimburse Bank upon demand for any taxes, levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Master Agreement, any Account or any Transactions, except if imposed on the overall net income of Bank. If a Tax Deduction is required by law, the amount of the payment due to Bank from Client will be increased to an amount which (after making the Tax Deduction) leaves an amount equal to the payment which would have been due to Bank if no Tax Deduction had been required.
- J. Neither Bank nor Client shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligations under this Master Agreement, if such non-performance or delay is caused directly or indirectly by an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or other natural disaster or any cause beyond its reasonable control.
- K. Any disputes between the Parties hereto concerning this Master Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to choice of law provisions thereof. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING OUT OF, BY REASON OF, OR RELATING TO THIS AGREEMENT, THE INTERPRETATION THEREOF OR TO ANY TRANSACTIONS HEREUNDER. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES.
- L. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).
- M. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.
- N. All notices and other communications required or permitted to be given under this Master Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, through internet sites, or by such other means as the Client and the Bank may agree upon from time to time, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Client and the Bank agree upon from time to time.
- O. If any credit arises on an Account with respect to a Card (for example as a result of a duplicate payment, merchant refund or refund for a disputed transaction), Bank will apply the credit to offset any amount owed to Bank, either then or at any later time, under this Master Agreement. Bank may at its option pay it to the relevant Cardholder or Client using any method chosen by Bank.

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

JPMORG
Signed by: A.
By Eric S Schwartz
3C19B8BAA34B404...
Name ERIC S Schwartz
Title Vice President

Client Authorization: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Master Agreement. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Master Agreement and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

HERNANDO COUNTY SCHOOL DISTRICT

By _____
Name _____
Title _____

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

Client Attestation: The undersigned officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Master Agreement and that the person signing above on behalf of Client, whose execution of this Master Agreement was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Master Agreement. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By _____
Name _____
Title _____

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

Kelly A. Pogue
Approved as to Form
by WSH Attorney
07/22/2026 03:05 pm

EXHIBIT 1 to the Master Terms

FEES & INCENTIVES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

“Combined Net Charge Volume” means the sum of U.S. Net Charge Volume and U.S. Net Virtual Card Charge Volume.

“Combined Total Charge Volume” means the sum of U.S. Total Charge Volume and U.S. Total Virtual Card Charge Volume.

“Contract Year” means a 12-month period beginning on the Effective Date of this Agreement or any anniversary of such date.

“Credit Losses” means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

“Discount Interchange Rate Transactions” means Transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or a Supplier Fee below 2.00%. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank, or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions.

“Discount Interchange Rate Transaction Volume” means total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on either the interchange rate or Supplier Fee of each transaction as follows:

- **“Discount Interchange Rate Transaction Volume Category 1”** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee at or above 1.00% (interchange rate or Supplier Fee from 1.00% - 1.99%).
- **“Discount Interchange Rate Transaction Volume Category 2”** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee below 1.00% (interchange rate or Supplier Fee from 0.00% - 0.99%).

“Fraudulent Transactions” means Transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

“J.P. Morgan Virtual Connect Network” means Bank’s proprietary payments technology platform to which merchants may register to receive payment from Client in connection with Client’s Program(s).

“Settlement Terms” means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

“Supplier Fee” or **“Merchant Transaction Fee Rate”** means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Client for Transactions made through the J.P. Morgan Virtual Connect Network.

“U.S. Net Charge Volume” means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, and Fraudulent Transactions. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume or U.S. Net Virtual Card Charge Volume.

“U.S. Net Virtual Card Charge Volume” means total charges made on any and all U.S. dollar issued Virtual Card Accounts, net of returns, cash advances and Fraudulent Transactions. U.S. Net Virtual Card Charge Volume does not include any Discount Interchange Rate Transaction Volume.

“U.S. Total Charge Volume” means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Purchasing Card Program(s).

“U.S. Total Virtual Card Charge Volume” means the sum of U.S. Net Virtual Card Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Virtual Card Account Program(s).

2. REBATES

A. Volume Rebate

Bank will pay Client a rebate based on the annual Combined Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual Combined Net Charge Volume, subject to the rebate adjustments below.

Combined U.S. Purchasing Card and U.S. Virtual Card Programs	
	Volume Rebate Rate applied to annual Combined Net Charge Volume by Program Settlement Terms
Annual Combined Total Charge Volume at or above:	@ 30 & 14 Settlement Terms
\$1,000,000	1.50%
\$4,000,000	1.65%
\$7,000,000	1.75%
\$10,000,000	1.85%
\$12,500,000	1.88%
\$15,000,000	1.90%
\$17,500,000	1.93%
\$20,000,000	1.95%
\$25,000,000	2.00%
\$30,000,000	2.01%
\$35,000,000	2.02%
\$40,000,000	2.03%
\$45,000,000	2.04%
\$50,000,000+	2.05%

B. Discount Interchange Rate Transaction Rebate

Should Client achieve the minimum annual Combined Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Rate Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category associated with each Program, subject to the rebate adjustments below.

Combined U.S. Purchasing Card and U.S. Virtual Card Programs	
Discount Interchange Rebate Rate Categories	@ 30 & 14 Settlement Terms
Category 1	0.95%
Category 2	0.15%

3. REBATE ADJUSTMENTS

A. Interchange Rate or Supplier Fee Adjustment

In the event of a reduction in either interchange rates by the Credit Card Networks or Supplier Fee, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. GENERAL REBATE TERMS

A. Annual Rebates

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.

- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Client a rebate for the year in which the Agreement is terminated.
- B. To qualify for any rebate payment, all of the following conditions must be met.
 - i. Client is not in default under the Agreement at the time of rebate calculation and payment.
 - ii. Account(s) must be current at the time of rebate calculation and payment.
 - iii. Settlement of any centrally billed account must be made by automatic debit.
 - iv. Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 14 for the U.S. Purchasing Card and U.S. Virtual Card Program(s).

5. FEES

A. United States

The following are the fees associated with the U.S. Purchasing Card and U.S. Virtual Card Programs:

STANDARD SERVICES AND FEES

Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged (WAIVED for U.S. Virtual Card Transactions on Visa only)
Standard card	\$0.00

ADDITIONAL SERVICES AND FEES

Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
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If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

Exhibit 2 to the Master Terms

SUPPLIER RECRUITMENT AUTHORIZATION EXHIBIT

1. **DEFINITIONS.** For the purposes of this Exhibit, the following terms will have the meaning given below. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

“**Claim(s)**” means any and all past, present and future claim(s), loss(es), liability(ies), obligation(s), expense(s), attorney or other fee(s), suit(s), debt(s), lien(s), contract(s), agreement(s), promise(s), demand(s) or damage(s), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including legal fees to the full extent permitted by law.

“**Client Information**” means information provided by Client to Bank for purposes of Supplier Recruitment (as defined below), including, but not limited to: (i) contact information for Client and/or Supplier(s); (ii) accounts payables details (e.g., payment summaries, amounts/counts, invoice numbers, billing account numbers and current and future payment terms); and (iii) payment preferences for Client and/or Supplier(s).

“**Supplier Data Enrichment**” means a recruitment service utilizing internal and external data sources to obtain supplier contact information for the purpose of Supplier Recruitment (as defined below). Bank will: (i) use commercially reasonable efforts to enrich supplier data provided by Client via the Supplier Data Enrichment process, and (ii) provide on a weekly basis a report of supplier data that is captured during the acceptance process for further verification from Client.

“**Supplier(s)**” means Clients’ supplier(s) and/or vendor(s) identified in accounts payable documentation, or other documentation provided to Bank by Client.

“**Third Party**” or “**Third Parties**” means a payment solution partner of Bank.

2. SUPPLIER RECRUITMENT

Client asks and authorizes Bank and/or Third Party to communicate with Suppliers through various methods on behalf of and in the voice of Client for the purpose of requesting that Suppliers accept payment using wholesale payments products offered by Bank, including but not limited to commercial card and automated clearing house (the, “**Supplier Recruitment**”). For the sole purposes of Supplier Recruitment, Client consents to Bank’s disclosure of such Client Information to Third Parties and Suppliers. Bank reserves the right to refuse or discontinue Supplier Recruitment and/or Supplier Data Enrichment services at any time.

3. CLIENT ENGAGEMENT

Client shall be deemed to have accepted and agreed to the following:

- i. Client will commit to having internal resources available to address recruitment needs;
- ii. Client will provide, to the extent commercially reasonable, complete and accurate Client Information including, but not limited to, Supplier name, remittance address, contact name, phone number, and email addresses in a format consistent with Bank instruction;
- iii. Should Client not have complete and accurate Supplier contact information, the Bank will offer Supplier Data Enrichment;
- iv. Client is solely responsible for validating Bank obtained Client Information, including but not limited to Supplier contact information during Supplier Data Enrichment and prior to issuing payment to that Supplier. Client acknowledges that Supplier contact information is deemed to be accurate once payment has been requested.

4. TERMS AND CONDITIONS

A. Obligations and Liabilities

- i. Despite anything to the contrary in the Agreement, Client, on its behalf and on behalf of each of its Affiliates:
 - (a) will indemnify and hold Bank and each of its Affiliates harmless against Claims, except in the event of Bank’s gross negligence, that may arise related to: (1) Supplier Recruitment; (2) Supplier Data Enrichment; or (3) a third-party Claim related to the disclosure of Client Information for the purpose of Supplier Recruitment.
 - (b) agrees to reimburse Bank and each of its Affiliates for any direct damages Bank incurs related to Claims arising from third parties under clause 4.A.i.(3).
 - (c) releases and forever discharges Bank and each of its Affiliates from any and all liability for indirect, special, punitive, or consequential damages in any form or under any circumstances, even if Bank has been advised of the possibility of such damages, except to the extent that such Claims arise from the gross negligence of the Bank or its Affiliates.

- B. **Use of Client Logo.** Client grants Bank a non-exclusive, limited, non-transferable, and revocable license to use Client’s marks (whether registered or not) for the sole purpose of Supplier Recruitment.

- C. **Authorizing Transfers.** Client represents and warrants that Client has obtained the consent required to authorize Bank to disclose Client Information, including information about and Supplier(s), for purposes of Supplier Recruitment.

- D. **Giving Bank Notice.** Despite anything to the contrary in the Agreement, Client agrees that it will provide Bank with notice to revoke this Exhibit, which shall have the effect of terminating Supplier Recruitment. Bank will have a reasonable period of time to act on Client’s notice after Bank receives it. The Agreement shall remain in full force and effect unless otherwise terminated as set forth in Agreement.

LOCAL SCHEDULE FOR THE UNITED STATES

This Local Schedule for the United States ("**U.S. Schedule**") sets forth the terms and conditions that will apply to Bank's establishment of Accounts in the name of Client and/or one or more Client Affiliates and issuance of Cards to its and their respective employees and authorized representatives in the United States. This U.S. Schedule is made a part of and incorporated into the Master Terms as though fully set forth therein. If a provision of this U.S. Schedule conflicts with the Master Terms, the provision of this U.S. Schedule will prevail.

I. Overview

Bank shall issue Cards under the Program in the United States ("**U.S. Program**") in United States Dollars, and Client may participate in the U.S. Program subject to the terms of this U.S. Schedule.

II. Definitions

Capitalized terms used but not defined in this U.S. Schedule will have the meanings given to them in the Master Terms. For purposes of this U.S. Schedule, the following terms shall be defined as set forth below:

Business Day means a day on which Bank and Federal Reserve Banks are open for business.

International Transaction means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

III. Certain Additional Terms

Client represents and warrants that the Cards and Accounts to be issued and established under this U.S. Schedule are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts. Client shall retain such applications (paper or electronic) for any Card when such application is not provided to Bank, for a period of twenty-five (25) months after the application has been received and acted upon.

IV. Fees and Incentives

The fees and charges and incentives (if any) related to this U.S. Schedule are set forth on **Exhibit 1 to the Master Terms**.

V. Notices

All notices and other communications required or permitted to be given under this U.S. Schedule shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, through internet sites, or by such other means as the Client and the Bank may agree upon from time to time, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Client and the Bank agree upon from time to time.

VI. International Transactions and Fees

If an International Transaction is made in a currency other than U.S. dollars, the applicable Network will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Network uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Card was used. Bank reserves the right to charge an International Transaction Fee, as specified herein. The International Transaction fee will be calculated on the U.S. dollar amount provided to Bank by the Network.

VII. Governing Law

This U.S. Schedule and any matters arising out of or in relation to this U.S. Schedule shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflicts of that State.

Certificate Of Completion

Envelope Id: 5ABDF0A7-65E7-8C84-825D-25A0B0D88C29

Status: Completed

Subject: Complete with Docusign: MCCA - 7.17.26.docx

Source Envelope:

Document Pages: 12

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

douglas.miller@jpmchase.com

AutoNav: Enabled

277 Park Ave, Flr 13

Envelopeld Stamping: Enabled

New York, NY 10017

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

douglas.miller@jpmchase.com

IP Address: 146.143.68.22

Record Tracking

Status: Original

7/21/2026 8:33:31 AM

Holder: douglas.miller@jpmchase.com

douglas.miller@jpmchase.com

Location: DocuSign

Signer Events

Eric S Schwartz

eric.s.schwartz@jpmorgan.com

Vice President

Security Level: Email, Account Authentication
(None), Login with SSO

Signature

Signed by:


3C19B8BAA34B404...

Signature Adoption: Pre-selected Style

Using IP Address: 146.143.68.16

Timestamp

Sent: 7/21/2026 8:34:54 AM

Viewed: 7/21/2026 8:36:20 AM

Signed: 7/21/2026 8:36:30 AM

Electronic Record and Signature Disclosure:

Accepted: 11/25/2024 9:13:02 AM

ID: 57c816e8-45ab-4f1c-9410-afbee68fb56b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/21/2026 8:34:54 AM
Certified Delivered	Security Checked	7/21/2026 8:36:20 AM
Signing Complete	Security Checked	7/21/2026 8:36:30 AM
Completed	Security Checked	7/21/2026 8:36:30 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, JPMorgan Chase & Co. (CLM) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact JPMorgan Chase & Co. (CLM):

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: pratheep.balendra@jpmorgan.com

To advise JPMorgan Chase & Co. (CLM) of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at pratheep.balendra@jpmorgan.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from JPMorgan Chase & Co. (CLM)

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to pratheep.balendra@jpmorgan.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with JPMorgan Chase & Co. (CLM)

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to pratheep.balendra@jpmorgan.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify JPMorgan Chase & Co. (CLM) as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by JPMorgan Chase & Co. (CLM) during the course of your relationship with JPMorgan Chase & Co. (CLM).

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

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

B. Item Currently Not Budgeted -**									
Funding Source		General Fund							
Account Name		Estimated Rebate Revenue Earnings							
Account Number		1100	3495	0000	9215	47700			
		Fund	Function	Object	Cost Center	Project	Sub Project		
Amount	\$	65,000.00							

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

C. History	
Check one:	
Prior Year Budget:	☐
New for Current Year:	☒ * Revenue generating contract. No spending to report.
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

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



Hernando School District

School Board Regular Meeting

Agenda Item # 14. 27-3968

8/11/2026

Title and Board Action Requested

Approval for Board Member, Michelle Bonczek to participate in the NSBA Policy Leadership Cohort from January 30, 2027 through February 3, 2027 in Washington, D.C.

Executive Summary

Michelle Bonczek, Board Member, hereby requests the Board to approve her participation in the NSBA Policy Leadership Cohort from January 30, 2027 through February 3, 2027 in Washington, D.C.

This event is a six-month professional learning experience for school board members ready to lead on Special Education governance and Educator Recruitment & Retention.

At the conclusion of the NSBA Policy Leadership Cohort, participants will have developed a policy project designed to support a Member of Congress or a U.S. Department of Education (USDOE) office in addressing a complex policy challenge facing the U.S. education system. Participants will present their projects directly to congressional policy staff and USDOE officials, providing actionable recommendations to inform education policy and practice.

My Contact

Michelle Bonczek
School Board Member Dist. 4
Bonczek_m@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

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



Frequently Asked Questions (FAQ)

When does the program officially start?

The NSBA Policy Leadership Cohort will officially begin during the week of Aug. 17, 2026. Programming will kick off with an introductory session, and participants will learn more details during the kickoff meeting.

Most program sessions will be conducted virtually and held monthly. The only in-person component will be the final capstone project and graduation activities, which will take place during the NSBA Advocacy Institute.

What is our expected outcome?

At the conclusion of the NSBA Policy Leadership Cohort, participants will have developed a policy project designed to support a Member of Congress or a U.S. Department of Education (USDOE) office in addressing a complex policy challenge facing the U.S. education system. Participants will present their projects directly to congressional policy staff and USDOE officials, providing actionable recommendations to inform education policy and practice.

How much does the NSBA Policy Leadership Cohort cost to participate?

There is no cost to participate in the NSBA Policy Leadership Cohort.

However, all participants are expected to:

- Complete a capstone project, and present it during the Advocacy Institute. The capstone project is a critical component of the cohort experience and is designed to influence and inform policy decisions at the national level. This work aligns with NSBA's advocacy agenda and its commitment to ensuring school boards have the tools and knowledge needed to make informed policy decisions in their districts.
- Register for and attend the National School Boards Association (NSBA) Advocacy Institute, scheduled for Jan. 31–Feb. 2, 2027, in Washington, D.C. The Institute begins on Sunday, Jan. 31 and programming concludes Monday, Feb. 1 at 5 p.m. Participants can also spend a day on Capitol Hill visiting their members of Congress on Tuesday, Feb. 2, if they wish.

How much does it cost to attend the NSBA Advocacy Institute?

Registration fees for the Advocacy Institute for Policy Leadership Cohorts will be discounted to \$500. For reference, the registration fee for the previous year's event ranged from \$645 to \$990 per person. Participants should also plan to cover the cost of:

- Hotel accommodations
- Airfare and other travel expenses

Additional information, including the event schedule and registration details, will be shared as it is developed. You can also see the prior year's conference [here](#).

Do I need to be a member of NSBA to participate?

No. However, NSBA offers an individual school board member membership rate of \$150. For more information about NSBA membership, please visit the [NSBA membership page](#).

What if my District is already a district-based member of NSBA or a member of CUBE and I am accepted into the policy cohort?

If your district is already a participating member of NSBA, you as a student of the Policy Leadership Cohort will receive the Advocacy Institute cohort student rate (\$500). This rate will not apply to any other district members that register for the Advocacy Institute.

For more information about NSBA membership, please visit the [NSBA membership page](#).

Will I receive a credential or certificate for participation?

Yes. Participants who successfully complete the program will receive an NSBA Policy Leadership Certificate (Diploma) recognizing their participation and completion of the cohort.

In addition, certain educational sessions at the Advocacy Institute may be eligible for Continuing Education Unit credits in your state.

What is expected of participants?

Participants are expected to:

- Attend monthly virtual cohort sessions.
- Actively engage in discussions and learning activities.
- Complete assignments (no more than 2-3 hours per month).
- Register for NSBA's Advocacy Institute.
- Complete and present the final capstone project as part of the program graduation requirements.

Successful completion of these components will ensure participants receive full recognition for their participation in the cohort.

Please email memberservices@nsba.org if you have any questions.

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

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

Funding Source		2026-27 Board Budget									
Account Name		Travel - Out of State									
Account Number		1100		7100		3340		9100		40100	
		Fund		Function		Object		Cost Center		Project	Sub Project
Amount	\$	2,500.00									

Funding Source		2026-27 Board Budget									
Account Name		Registration									
Account Number		1100		7100		7300		9100		40100	
		Fund		Function		Object		Cost Center		Project	Sub Project
Amount	\$	500.00									

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

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



Hernando School District

School Board Regular Meeting

Agenda Item # 15. 27-3999

8/11/2026

Title and Board Action Requested

Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Executive Summary

Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to other Hernando County School issues on which the School Board customarily takes actions.

My Contact

Ray Pinder
Superintendent of Schools

2023-28 Strategic Focus Area

Other

Financial Impact

There is no financial impact.

NON-AGENDA ITEM COMMENT FORM FOR SPEAKERS

Failure to complete this form or to sign below will prevent the Citizen Input form
from being presented to the Board Chair.

LEGAL NAME/PRINTED: _____

LEGAL ADDRESS: _____

PHONE: (____) _____

Identify topics **not** included on the agenda. Topics need to address educational concerns.

TOPIC: _____

Guidelines:

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the following Citizen's Input guidelines:

- The speaker will adhere to a three (3) minute time limit per speaker.
- Time may not be yielded to other speakers.
- The Chairperson has the authority to limit discussion if the subject is outside of the authority of the School Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.
- Materials or documents you wish to share with the School Board must be attached to this form.
- The Chairperson may deny all forms submitted after the Board Meeting is called to order.
- The HCSD Code of Civility is in effect at all times (see other side).
- The Board typically does not respond to remarks or questions made during Citizen Comments.

My signature is confirmation that I have read, understand, and agree to abide by all guidelines and HCSD Code of Civility:

Signature of speaker: _____

Chairperson's Approval of form: _____

FOR OFFICE USE ONLY:

Date Received: _____

Time Received: _____

Hernando County School Board

CODE OF CIVILITY

The education of our children depends on the ability of the community, parents and staff to share responsibilities, meaningful communication and welcomed participation. Civility reflects the ability of each person to affirm the collective worth of being respectful.

With that, all persons attending or speaking at a school board meeting shall:

- Listen carefully and respectfully
- Not use any offensive gestures, language or profanity
- Not use any threatening words or actions
- Not display any disruptive behaviors, temper or insulting/demeaning words
- Treat others as they would like to be treated
- Never bully, harass or abuse others

*Any lack of civility by any person will result in that person being directed by the Superintendent, or Chairperson, to leave the premises. Failure to follow a directive will result in law enforcement assistance.

Note: The Board typically does not respond to remarks or questions made during citizen input. While no immediate action will be taken by the Board, the Superintendent may follow up the inquiries/comments by directing staff to intervene.