

School Board Regular Meeting Agenda - Final

Tuesday, August 26, 2025

6:00 PM

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

CALL TO ORDER

REFLECTION

by Mark Johnson, Vice Chair

PLEDGE OF ALLEGIANCE by F.W. Springstead High School

SCHOOL SPOTLIGHT

ADOPTION OF AGENDA

1. <u>26-3258</u> Approval to adopt the agenda dated 8/26/2025.

ELECTED OFFICIALS

PRESENTATIONS

2. <u>26-3209</u> Recognition of the August HCSD Veteran

Attachments: Budget Sheet - NO Financial Impact

3. <u>26-3246</u> Recognition of the 2025 Associate Teacher Graduates

Attachments: Budget Sheet - NO Financial Impact

APPROVAL OF THE MINUTES

4. 26-3252 Approval of the Minutes from the Informal, Workshop and Regular School Board Meeting of 8/12/2025.

Attachments: 08-12-25 Informal Minutes with links DRAFT

<u>08-12-25 Workshop Minutes with links DRAFT</u>

08-12-25 Regular Minutes with links DRAFT

PUBLIC HEARING ITEMS (WHITE SPEAKER FORMS)

5. 26-3214 Public Hearing and Final Approval of Neola Policy - 9271 Personalized Education Program (PEP) Students. This item was tentatively approved at the July 29, 2025, Board Workshop.

Attachments: po9271

PEP Fee Schedule Revised

Budget Sheet Sept 2021 Revised NO Financial Impact ACC

CITIZEN INPUT ON AGENDA ITEMS (GREEN SPEAKER FORMS)

6. 26-3260 Citizen Input on agenda items (Green Form)

Attachments: Citizen Input Speaker Green Form 031424 ACC

ADOPTION OF CONSENT AGENDA (Item #7 - 25)

Personnel Recommendations

7. <u>26-3238</u> Approval of the Personnel Recommendations

Attachments: 25-26 BOARD AGENDA AUGUST 26

2026 Inst. Supplements & Differentiated Pay for 8-26-25

2026 Noninst., PTS & Adm. Supplements for 8-26-25

All Other Teaching & Learning Agenda Items

8. <u>26-3187</u> Approve an out of state trip for Central High School Welding Instructor Jason Whitman to attend FabTech 2025 Conference in Chicago, Illinois, from September 7 through 12, 2025.

Attachments: CHS Cover Sheet - Whitman 090725

CHS Packet - Whitman 090725

Budget Sheet- Whitman - CHS 090725

9. 26-3202 Approve out of state field trip for Weeki Wachee High School Digital Video to New York City, NY to attend the All-American High School Film Festival on October 14 - 20, 2025.

Attachments: CTE SB Letter

CTE TDL

CTE Budget

August 26, 2025

10. 26-3233 Approve out-of-state travel for Jill Kolasa, Director of Student Services and Angela Miller Royal, Coordinator of Student Support Programs, to attend the 113th Annual Conference of the International Association of Truancy and Dropout Prevention Conference (IATDP) in Memphis, Tennessee, October 19-22, 2025.

Attachments: IATDP+113th+Conference+Program

JK IATDP Leave Form

AMR IATDP Leave Form

IATDP Budget Sheet Sept WITH Financial Impact

11. <u>26-3240</u> Approve the Overnight Field Trip for William Toler, F.W. Springstead High School to North Port, Florida to Attend the North Port Cross Country XC Invite from September 19, 2025 through September 20, 2025.

<u>Attachments:</u> SHS Leave of Absence Forms - North Port XC Invite - Cross Country
Budget Sheet - North Port XC Invite - Cross Country

All Other Communications & Government Relations Agenda Items

12. <u>26-3213</u> Final Approval of the 2026 Legislative Platform

Attachments: Budget Sheet - NO Financial Impact

All Other Support Operations Agenda Items

13. <u>26-3228</u> Approval of the Mutual Aid Agreement between Hernando County and The School Board of Hernando County, Florida for emergency shelter operations.

<u>Attachments</u>: <u>HCSB - County Emergency Shelter OperationsMOU</u>
<u>Budget Sheet No Financial Impact</u>

14. <u>26-3248</u> Approval of Proportionate Share Mitigation Agreement for Pinery, formerly known as Seville Phase 1.

<u>Attachments: 26-3248 HCSB PSMA Pinery (fka Seville Ph 1) OWNER SIGNED</u> 26-3248 Budget Sheet NO Financial Impact ACC

15. <u>26-3249</u> Approval of Proportionate Share Mitigation Agreement for Rolling Rock Townhomes

Attachments: 26-3249 HCSB PSMA Rolling Rock TH OWNER SIGNED

26-3249 Budget Sheet NO Financial Impact ACC

All Other Purchase Order/Bid Agenda Items

16. <u>26-3190</u> Approve the renewal of Frontline Employee Management System as well as the Frontline Medicaid Reimbursement Management System and authorize the issuance of a Purchase Order in the Amount of \$89,877.80.

Attachments: 7.1.2025 Invoice INVUS219831

7.1.2025 Medicaid Invoice INVUS222665

FrontlineEducationW9

Affidavit Human Trafficking

PUR 1355 Personal Identifying Information

Standard Addendum

Budget Sheet - Frontline Renewal 25.26

17. 26-3205 Approve the piggyback of Sourcewell Cooperative, Contract # 080824-CAR: HVAC Systems with Related Products and Services, awarded to Carrier Corporation, and authorize the purchase of goods and services for an estimated annual amount of \$4,000,000.00.

<u>Attachments</u>: 26-3205 HVAC Systems 26-910-10 PB 26-3205 Budget Sheet

18. <u>26-3207</u> Approve the renewal of the contract with TPG Cultural Exchange Program, LLC for instructional personnel for the 2025-2026 school year and authorize the invoice payment of \$742,500.00

Attachments: <u>APPROVED TPG CONTRACT - 2022</u>

TPG Services Exhibit A- Cost Summary

TPG Invoice 25.26 SY

Hernando County - Affidavit Human Trafficking - ATTY STAMPED

Hernando County - PUR 1355 Personal Identifying Information

Foreign Country of Concern - ATTY STAMPED

Hernando County - Standard Addendum to Agreements - HCSB-

04.24.25

Budget Sheet - TPG 25.26

19. 26-3225 Approve the piggyback of the School Board of Broward County, Florida, ITB No. FY24-075: Intercom, Master Clock, Sound System, Equipment, Parts and Accessories, awarded to Rauland-Borg Corporation of Florida and authorize the purchase of goods and services for an estimated annual spending amount of \$100,000.00.

<u>Attachments</u>: 26-725-15 PB Intercom Master Clock Sound System (08-26-25)

Intercom Budget Sheet 08-2025

20. 26-3230 Approve the piggyback of the Sourcewell Cooperative, RFP #091521, Contract #091521-NAF for Cars, Trucks, Vans, SUVs, Cab Chassis & Other Vehicles, awarded to National Auto Fleet Group (NAFG) and authorize the purchase of Eight (8) Vans for a total estimated spending of \$512,960.00.

Attachments: 23-070-37 PB Cars, Truck SUVs (08-26-25)

Quotes

6520 Budget Sheet Vans

21. 26-3231 Approve the renewal of the piggyback of Choice Partners, Harris County Department of Education, RFP #22/038SG: Educational Materials and Related Items, awarded to multiple vendors, and authorizes purchases for an estimated annual spending of \$75,000.00.

<u>Attachments: 24-785-18 PB RN Educational Materials (08-26-2025)</u> Budget Sheet

22. <u>26-3232</u> Award Bid No. 26-968-04: Network Cabling Projects, to multiple vendors and authorize the purchase of services for an estimated annual spending of \$300,000.00.

<u>Attachments</u>: 26-968-04 <u>Tabulation</u> 26-968-04 <u>Budget Sheet</u>

23. 26-3234 Approve the Consulting Services Agreement Between Hernando County School District and Sean Friend DBA Sand Panther Educational Consulting, LLC to Include Wilton Simpson Technical College and Authorize Purchase Orders in an Amount Not to Exceed \$180,000.00

Attachments: Sand Panther Agreement

Standard Addendum to Agreements

Federal Terms and Conditions

Florida Affidavit

Budget Sheet Sand Panther

24. 26-3236 Approve the Purchase of Dual Enrollment Textbooks from Follett and Authorize Purchase Orders in an Estimated Annual Amount of \$175,000.00

Attachments: Budget Sheet Follett Textbooks

25. <u>26-3245</u> Approve the renewal of Barracuda Cloud, to Howard Technology Solutions for email protection and authorize the purchase for \$51,300.00.

Attachments: Bluum BID

CDW BID

Coast2Coast BID

Diskovery BID

Encore BID

Howard BID

Malor BID

AVISPL BID

Barracuda Cloud Quote - 2

Barracuda Quote 2 - Email

26-3245 Budget Sheet

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK SPEAKER FORMS)

26. <u>26-3259</u> 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 September 9, 2025:

11:30 AM - Executive Session on Bargaining (Closed to the public)

1:00 PM - Informal Meeting

2:00 PM - Workshop

5:01 PM - Final Public Budget Hearing

6:00 PM - Regular Meeting

Mission Statement

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



School Board Regular Meeting

Agenda Item # 1. 26-3258

8/26/2025

Title and Board Action Requested

Approval to adopt the agenda dated 8/26/2025.

Executive Summary

The Superintendent of Schools, hereby requests the Board adopt the agenda dated 8/26/2025.

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.



School Board Regular Meeting

Agenda Item # 2. 26-3209

8/26/2025

Title and Board Action Requested

Recognition of the August HCSD Veteran

Executive Summary

The Director of Communications, on behalf of the Superintendent of Schools, hereby wishes to recognize the August HCSD Veteran.

My Contact

Aaron Ellerman Director of Communications (352) 797-7009 ext. 70129

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.

$\frac{\text{MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.}}{\text{(For Donations, use Section B)}}$

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



School Board Regular Meeting

Agenda Item # 3. 26-3246

8/26/2025

Title and Board Action Requested

Recognition of the 2025 Associate Teacher Graduates

Executive Summary

The Director of Human Resources, on behalf of the Superintendent of Schools, hereby wishes to recognize the 2025 Associate Teacher Graduates.

Tonight, we would like to recognize the first graduating cohort of Associate Teachers. The Hernando School District's Associate Teacher Substitute Program offers participants the opportunity to earn a fully funded bachelor's degree though our partnerships with BloomBoard and accredited colleges of education. Many of our participants have been long-standing members of the Hernando community, serving as Paraprofessionals and Substitute Teachers, helping to shape the educational environment of our students.

This program removes barriers and builds bridges between classroom vacancies and homegrown talent. Upon graduation and certification, participants commit to teaching in our district for an additional four years. So, as Superintendent Pinder would say on behalf of Hernando Schools, welcome home graduates!

My Contact

Alexis Brown Director of Human Resources 919 N Broad St Brooksville, FL 34601 (352) 797-7005 ext.70445 brown_a1@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 2: Talent Management

Financial Impact

See attached budget sheet. 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.

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

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



School Board Regular Meeting

Agenda Item # 4. 26-3252

8/26/2025

Title and Board Action Requested

Approval of the Minutes from the Informal, Workshop and Regular School Board Meeting of 8/12/2025.

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



School Board Informal Meeting

Minutes - Draft

Tuesday, August 12, 2025
1:00 PM
District Office-Board Room
919 N. Broad Street
Brooksville, FL 34601

CALL TO ORDER

Present Board Chair Shannon Rodriguez

Vice Chair Mark Johnson

Board Member Michelle Bonczek Board Member Susan Duval Board Member Kayce Hawkins

The Informal Meeting was called to order at 1:00 P.M. Also present were, Caroline Mockler, Staff Counsel; 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:

Johnson: Value Adjustment Board (VAB) Update Hawkins: Teacher/Professional dress code

Rodriguez: Legislative updates Bonczek: ESE Para flex time

Bonczek: High school schedule issues

Bonczek: Process for declining a magnet school seat

Rodriguez: Magnet school bus stops

The board will talk about adding transportation concerns to its legislative update request.

Johnson: JD Floyd Elementary School parent loop

26-3250 Handouts from the Informal Meeting of August 12, 2025.

Attachments: 08-12-25 Informal Handout by Johnson

ADJOURNMENT

This meeting adjourned at 1:47 P.M.

Board Chair

Superintendent

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



School Board Workshop

Minutes - Draft

Tuesday, August 12, 2025

2:00 PM

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

CALL TO ORDER

Present: Board Chair Shannon Rodriguez

Vice Chair Mark Johnson

Board Member Michelle Bonczek Board Member Susan Duval Board Member Kayce Hawkins

The Workshop was called to order at 2:03 P.M. Also present were, Caroline Mockler, Staff Counsel; and Ray Pinder, Superintendent.

PRESENTATIONS

1. <u>26-3170</u> Review and tentative approval of the 2026-2027 Magnet Program Procedures

Attachments: 2026-2027 Outline of Revisions

2026-2027 Magnet Program Procedures Strikethrough Copy

2026-2027 Magnet Program Procedures Clean Copy

Budget Sheet

Dawn Williams, Supervisor of School Choice came forward to present this item. This item received tentative approval.

2. 26-3171 Review and tentative approval of the 2026-2027 Controlled Choice Plan

Attachments: 2026-2027 Controlled Choice Plan Outline of Revisions

2026-2027 Controlled Choice Plan Strikethrough copy

2026-2027 Controlled Choice Plan Clean Copy

Budget Sheet

Dawn Williams, Supervisor of School Choice came forward to present this item. Mrs. Hawkins suggested removing Twitter from the list of social media platforms and mentioned that there was a spelling error. This item received tentative approval.

GENERAL COUNSEL

ADDENDUM ITEMS

GOOD OF THE ORDER/BOARD DISCUSSION

School Board Comments

ADJOURNMENT

Minutes - Draft

School Board Workshop

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.

August 12, 2025



School Board Regular Meeting Minutes - Draft

Tuesday, August 12, 2025

6:00 PM

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

CALL TO ORDER

Present: Board Chair Shannon Rodriguez

Vice Chair Mark Johnson

Board Member Michelle Bonczek Board Member Susan Duval Board Member Kayce Hawkins

The Regular School Board Meeting was called to order at 6:02 P.M. Also present were Caroline Mockler, Staff Counsel; and Ray Pinder, Superintendent.

REFLECTION

by Mark Johnson, Vice Chair

PLEDGE OF ALLEGIANCE by Fox Chapel Middle School

ADOPTION OF AGENDA

1. $\frac{26-3197}{26-3197}$ Approval to adopt the agenda dated $\frac{8}{12}/2025$.

RESULT: ADOPTED AS AMENDED

MOVER: Kayce Hawkins

SECONDER: Susan Duval

AYES: Rodriguez, Johnson, Bonczek, Duval, Hawkins

Mrs. Rodriguez stated that she has found good cause to allow the revision of item #2. 26-3196 which will include a \$150,000 donation from Tampa General Hospital.

ELECTED OFFICIALS

No one came forward to speak on this item.

HERNANDO COUNTY EDUCATION FOUNDATION DONATIONS

2. 26-3196 Approval of various donations from the Hernando County Education Foundation

Attachments: Budget Sheet HCEF 081225

RESULT: ADOPTED AS AMENDED

MOVER: Kayce Hawkins SECONDER: Susan Duval

AYES: Rodriguez, Johnson, Bonczek, Duval, Hawkins

Tammy Brinker, CEO of the HCEF came forward to present this item. Beth Lastra, Supervisor of College & Career also came forward to recognize Tampa General Hospital for their donation. Ms. Duval asked Ms. Brinker to explain the recognition that the HCEF just received.

APPROVAL OF THE MINUTES

3. 26-3198 Approval of the Minutes from the Informal, Workshop, Special Meeting, First Public Budget Hearing and Regular School Board Meeting of 7/29/2025.

Attachments: 07-29-25 Informal Minutes DRAFT

07-29-25 Workshop Minutes with links DRAFT
07-29-25 Special Meeting Minutes with links DRAFT
07-29-25 First Budget Hearing with links DRAFT
07-29-25 Regular Minutes with links DRAFT

MOVER: Kayce Hawkins

SECONDER: Michelle Bonczek

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

4. <u>26-3199</u> 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 # 5-13)

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Michelle Bonczek

SECONDER: Susan Duval

AYES: Rodriguez, Johnson, Bonczek, Duval, Hawkins

Personnel Recommendations

5. <u>26-3194</u> Approval of the Personnel Recommendations

Attachments: 25-26 BOARD AGENDA August 12 2025

2026 Noninst., PTS & Adm. Supplements for 8-12-25 2026 Inst. Supplements & Differentiated Pay for 8-12-25

All Other Teaching & Learning Agenda Items

6. 26-3183 Approve Out-of-State Travel for Beth Lastra to Attend the 2025 Fall RTM Congress in Phoenix, Arizona on September 13-16, 2025

Attachments: 2025 RTM CTE Congress Agenda

Invitation to Speak at CTE Congress in Phoenix, AZ.msg

LOA Forms - Beth Lastra Budget Sheet RTM Conference

7. 26-3204 Approval of the Memorandum of Understanding Between Tampa General Hospital Hernando, LLC and Hernando County School District for the Health Sciences Academies Partnership.

Attachments: TGH MOU_HCSB Stamp 2025
Budget Sheet Fillable-TGHH

All Other Business Services Agenda Items

8. 26-3192 Approve the Affiliation Agreement with Flagler College for interns.

Attachments: Affiliation Agreement Flagler College

Budget Sheet - NO Financial Impact

Job Descriptions

9. <u>26-3132</u> Approve Job Description updates for the School Safety Guardian and School Safety Guardian In-Training positions.

Attachments: School Safety Guardian strikethough update

School Safety Guardian clean copy updated

school safety guardian in training strikethrough update School Safety Guard In-Training clean copy updated

Guardian Salary Schedule ACC - 11-19-24

budget sheet-no financial impact

All Other Purchase Order/Bid Agenda Items

10. 26-3141 Approve the renewal of Bid No. 22-285-11 RN Low Voltage Systems Contracting Services, awarded to multiple vendors and authorize the purchase of services for an estimated annual spending of \$500,000.00.

Attachments: 22-285-11 Low Voltage (08-12-2025)

Low Voltage Budget sheet (1)

11. 26-3168 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 \$192,235.00

<u>Attachments: 2024 2025 Imagine Learning Program Evaluation</u>

Hernando County Courseware Renewal 25 26 Quote 122889 v3 Hernando County Schools ESOL 2025 26 SY Quote 123573

Standard Addendum to Agreements Federal Terms and Conditions

State of FL Affidavit

PUR 1355

Budget Sheet Imagine Learning

12. 26-3186 Approve the renewal of Bid #23-990-04 RN, Fire Alarm Services, to Everon, LLC (formerly ADT Commercial, LLC) and Alarm & Communication Systems, Inc., for Fire Alarm Services, and authorize the purchase for an estimated annual amount of \$200,000.00.

Attachments: 26-3186 Fire Alarm Services 23-990-04 RN

26-3186 Budget Sheet Fire Alarm Service

All Other Safe Schools Agenda Items

13. <u>26-3185</u> Accept notification of the Florida School Safety Compliance Inspection Report for Quarter 4 to document compliance with safety requirements.

Attachments: 2024-2025-Q4-hernando District Inspection Report

Budget Sheet Sept 2021 Revised NO Financial Impact ACC

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

14. <u>26-3200</u> 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

Ms. Mockler, Staff Counsel read the instructions for this item. The following citizens came forward to speak: Charles Watts and Beverly Coe.

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

Board members and the superintendent welcomed students and staff back to school.

ADJOURNMENT

This meeting was adjourned at 6:38 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.



School Board Regular Meeting

Agenda Item # 5. 26-3214

8/26/2025

Title and Board Action Requested

Public Hearing and Final Approval of Neola Policy - 9271 Personalized Education Program (PEP) Students. This item was tentatively approved at the July 29, 2025, Board Workshop.

Executive Summary

The Assistant Superintendent of Business Services and Operations, on behalf of the Superintendent of Schools, hereby requests the Board to approve the School Board policy update. The update is in Section 9000 - Community Relations.

My Contact

Barbara Kidder Assistant Superintendent of Business Services and Operations (352)797-7000 ext. 403 kidder b@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 4: Community Connection

Financial Impact

See attached budget sheet.

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

8/6/25, 9:25 AM BoardDocs® PL



Book Policy Manual

Section NEW Policy 9271

Title New Policy - Special Update - Sept 2024 - PERSONALIZED EDUCATION PROGRAMS

(PEP) STUDENTS

Code po9271 NEW POLICY fsj 1/23/25 dw 7/30/2025

Status

New Policy - Special Update

9271 - PERSONALIZED EDUCATION PROGRAM (PEP) STUDENTS

This policy identifies the opportunities available in the District for students enrolled in a Personalized Education Program (PEP).

Definitions

Personalized Education Program or **PEP**, as more fully defined in F.S. 1002.01, is a sequentially progressive instruction of a student directed by his/her parent to satisfy the attendance requirements of Florida law while registered with an eligible nonprofit scholarship-funding organization pursuant to F.S. 1002.395.

PEP Student Participation in Certain District Activities

In accordance with Florida law, PEP students may participate in certain activities associated with the District. These activities include, but are not necessarily limited to, the following:

- A. interscholastic extra-curricular student activities;
- B. dual enrollment programs;
- C. District virtual instruction programs;
- D. career and technical courses and programs when the student enrolls in a public school solely for career and technical courses and programs; and
- E. industry certifications, national assessments, and Statewide, standardized assessments offered by the District.

In compliance with Florida law, if a course is required for participation in an extra-curricular activity, students (including PEP students) must be allowed to enroll in the class, regardless of their full-time or part-time enrollment status.

As outlined in F.S. 1002.395, PEP students are responsible for procuring educational services. When a PEP student uses a scholarship for such services, the District is not obligated to provide a Free Appropriate Public Education (FAPE) under the Individuals with Disabilities Education Act (IDEA).

Exceptional Student Education (ESE)

Parents of a student not enrolled in the District who suspect that their child may have a disability or may be gifted should (1) contact the District's ESE office and request that their child be tested and evaluated; or (2) contact the Florida Department of Education's (FLDOE's) Diagnostic and Resources System (FDLRS) and request that their child be

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evaluated in accordance with State law. If requested to do so by a parent of a student suspected of having a disability or of being gifted, the District shall perform testing and evaluation services for the student.

If it is determined that a student meets eligibility requirements for ESE, his/her parent(s) may (1) enroll the child in the District so that the child may receive appropriate instruction and services as an ESE student, (2) choose to educate the child in a home education program, or (3) choose to access other educational options provided by Florida law. The District is not obligated to provide ESE instruction and services to PEP students.

If the parent of a child with a disability who is currently enrolled in a PEP chooses to enroll the child full time in the District, the District shall provide FAPE in accordance with the terms of Policy 2460 - *Exceptional Student Education*, the IDEA, Section 504 of the Rehabilitation Act of 1973, and any other applicable Florida and Federal laws.

X] Contracting for Course Participation

The District offers various opportunities for PEP students to pay to enroll in courses provided by the District for students in grades 6—through 12. Such students are not considered enrolled for Full-Time Equivalent (FTE) purposes and must arrange for payment of course fees via their Education Savings Account (ESA) or personal funds. Courses are offered on a space-available basis. PEP students who enroll in any District course shall be subject to the rules and expectations that apply to all other enrolled students. Failure to adhere to the School Board's rules and expectations may result in removal from a course(s) or discontinuation of services. Parents of students and eligible students and eligible students desiring to participateion in a course(s) offered by the Board must enter into a written contract with the Board.

The following identifies the Board's policies related to fees for participation in courses offered by the Board:

A. Fee Structure

- 1. <u>Determination of Fees</u>: The fee for each course will be based on the cost for FTE student participation. This includes, but is not limited to, the cost of instructional materials, special resources, or technology required for the course. For students in PEP or Family Empowerment Scholarship for Unique Abilities (FES-UA) programs, course fees may not be reimbursed by the state; these costs must be covered by the parents or eligible student through an ESA or eligible student through an ESA. Any additional fees, such as specific course materials or supplies, shall also be paid by the parents or eligible student prior to a student's enrollment and participation in the course.
- PEP and FES-UA: Students enrolled in PEP programs may not generate FTE for State funding purposes as specified under F.S. 1002.395. Therefore, the District will bill parents--directly for course fees-or eligible student directly for course fees. or eligible student directly for course fees, or, alternatively, work with Step Up for Students or other nonprofit scholarship funding organizations to ensure payment is made via the student's ESA.

B. Payment Requirements

1. <u>Advance Payment</u>: Parents or eligible students or eligible students are required to pay all applicable fees prior to the student's enrollment in any course for which fees are charged. The student's enrollment is facilitated through Step Up for Students or other eligible nonprofit scholarship funding organization pursuant to F.S. 1002.395.

2. Fee Payment Options:

- a. In-Person Payments: Payments can be made in person at the school's administrative office through the following payment methods: (X) credit card, or (X) debit card, cash or (X) check.
- b. Payment Plans: Parents or eligible students may request a payment plan, which must be arranged prior to the student's enrollment. Payment plans will ensure full payment of fees before the course's mid point.
- c. () Fee Waivers: Parents or eligible students experiencing financial hardship may apply for fee waivers or reductions based on eligibility for free or reduced price lunch programs or other financial need criteria. However, waivers may not apply to students enrolled under PEP or FES UA programs, where State or District funding is not applicable.
 - ESAs: PEP and FES UA students can use their ESAs to cover course costs, and the District may bill directly or via scholarship organizations (i.e., Step Up for Students).
- d. ESAs: PEP and FES UA students can use their ESAs to cover course costs, and the District may bill directly or via scholarship organizations (i.e., Step Up for Students).

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e. Online Payment Portal: Online Payment Portal: Parents may use the school's secure online payment system to make course fee payments.: Online Payment Portal: Parents Parents must may use the school's RevTrak secure online payment system to make course fee payments.

C. Communication of Fees

- 1. Course fees will be communicated to parents or eligible students or eligible students at the time of registration. The information will be transparent and easily accessible through the school's website, registration materials, and direct communications.
- Parents and eligible students and eligible students will receive an itemized receipt upon payment of fees., and the process for payment via ESA or other scholarship accounts will be clearly communicated for PEP and FES UA students.
- 3. The Board shall annually establish the per course fee for high-school and middle-school classes based on the cost that would be associated with a FTE student's participation in each course, in compliance with Florida law. For participation in the elementary school program, the rate associated with participation will be () based on an hourly rate for inclusion in the school day () ________.

D. <u>Non-Payment Consequences</u>

- 1. Students, including those in PEP or part-time enrollment, may not be fully enrolled in any course requiring a fee until payment has been made, or a payment plan or waiver has been approved.
- 2. If payment is not received by the designated deadline, the student's registration for the course may be canceled. However, students enrolled in courses required for participation in extra curricular activities cannot be denied enrollment based on inability to pay in accordance with Florida law.

E. Refunds

Any refund will be processed in accordance with the applicable contract for course enrollment. Refunds will not be granted if students fail to attend a course within the first 5 days of the start of the course. Refunds may only be granted within the first five (5) days of the start of the course.

Compliance with Florida Law

This policy is designed to comply with relevant Florida statutes, including F.S. 1002.20 (rights and responsibilities), F.S. 1006.28 (adequate instructional materials), F.S. 1002.395 (PEP guidelines), and F.S. 1002.44 (part-time enrollment). The District is committed to providing each student the opportunity to enroll in any course due to financial hardship, especially when the course is required for participation in extra-curricular activities or academic programs, as per Florida law and guidance from the FLDOE.

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Legal F.S. 1002.01

F.S. 1002.20

F.S. 1002.395

F.S. 1002.41

F.S. 1002.44

F.S. 1006.28

Last Modified by Dawn Williams on July 30, 2025

PEP/FES-UA Scholarship Fee Schedule

Basic FTE S				
Grade	Gen Ed Code	Semester 1 Tuition	Semester 2 Tuition	Annual Tuition
6th - 8th	102	687.26	687.26	1374.52
9th - 12th	103	697.22	697.22	1394.44

ELL FTE Stu				
Grade	ELL Code	Semester 1 Tuition	Semester 2 Tuition	Annual Tuition
6th -8th	130	775.91	775.91	1551.82
9th - 12th	130	800.91	800.91	1601.82

ESE FTE Student Cost Per Course				
Grade	ESE Code	Semester 1 Tuition	Semester 2 Tuition	Annual Tuition
6th - 8th	251	687.26	687.26	1374.52
6th - 8th	252	687.26	687.26	1374.52
6th - 8th	253	687.26	687.26	1374.52
9th - 12th	251	697.22	697.22	1394.44
9th - 12th	252	697.22	697.22	1394.44
9th - 12th	253	697.22	697.22	1394.44
ESE Level 4 (Gr 6-12)	254	2138.97	2138.97	4277.94
ESE Level 5 (Gr 6-12)	255	3457.95	3457.95	6915.90

CTE FTE Student Cost Per Cour				
Grade	CTE Code	Semester 1 Tuition	Semester 2 Tuition	Annual Tuition
CTE 6-8	300	730.78	730.78	1461.56
CTE 9-12	300	755.78	755.78	1511.56

$\frac{\text{MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.}}{\text{(For Donations, use Section B)}}$

Account Name	_		No F	inancial I	mpac	t					
Account Number	_	Fund		Function		Object		Cost Center		Project	Sub Project
Original Approved Budget	+	Budget Amendments		penditures / cumbrances 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		xpenditures / acumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available	
;	\$		\$		\$		\$		\$		
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Funding Source Account Name	_ _ _			Function		Object		Cost Center		Project	Sub Project
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^{**} WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT**



School Board Regular Meeting

Agenda Item # 6. 26-3260

8/26/2025

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 following Citizen's Input guidelines: The speaker will adhere to a three (3) minute time lime. Time may not be yielded to other speakers. The Chairperson has the authority to limit discussion in Board Members regarding an issue that is repetitive of the Materials or documents you wish to share with the Science. The Chairperson may deny all forms submitted after the HCSD Code of Civility will be in effect at all times (so the Board typically does not respond to remarks or question. My signature is confirmation that I have read, understand, and Civility: 	it per speaker. if the subject is outside of the authority of the School or is addressing a legally confidential issue. hool Board must be attached to this form. he School Board Meeting is called to order. see other side). testions made during Citizen Comments.
Signature of speaker:	
Chairperson's Approval of form:	
	FOR OFFICE USE ONLY: Date Received:
Revised: March 2024 GREEN SPEAKER FORM	Time Received:29

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

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.

^{*}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.



School Board Regular Meeting

Agenda Item # 7. 26-3238

8/26/2025

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 Leaves

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	Through
Kayla	Dion	Speech/Language Pathologist	ESE	08/07/25	08/28/25
Samantha	Stephens	Teacher	EK8	08/04/25	10/24/25
Intermittent L First Name Rachel Amber Rosemarie	<u>leave</u> <u>Last Name</u> Kingdom Kittoe Poluchowicz	<u>Position</u> Teacher Teacher Teacher	<u>Site</u> CHS FCMS NCTHS	<u>From</u> 08/04/25 08/04/25 08/04/25	Through 06/02/26 06/02/26 06/02/26

2. Instructional Appointments and Approval of Probationary Contract

2. Instruction	onai Appointment	s and Approval of Probationary Co	ntract	
First Name	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>
Eric	Aldrich	Teacher	CHS	08/04/25
Derquisha	Baynham	Teacher	SHES	08/07/25
Jennifer	Blakley	Teacher	EK8	08/04/25
Shaun	Bryska	Teacher	PMS	08/04/25
Jake	Cabbage	Teacher	MES	08/04/25
Jessica	Crosby	Program/Staffing Specialist	ESE	08/04/25
Kylie	Currie	Teacher	WWHS	08/04/25
Diana	Damalos	Program/Staffing Specialist	ESE	08/04/25
Shelly	Demeglio	Teacher	JDFES	08/05/25
Lorenzo	Fields	Teacher	HHS	08/04/25
Yadianys	Garcia	Teacher	EK8	08/04/25
Ashley	Green	Teacher	PGES	08/04/25
Kara	Groom	Teacher	EK8	08/08/25
Amy	Hunter	Teacher	EK8	08/04/25
Sarah	Irick	Speech/Language Pathologist	ESE	08/04/25
Lori	Jackson-Smith	Teacher	PGES	08/04/25
Wareka	Kerr	Teacher	HHS	08/08/25
Kari	Kimbrough	College & Career Specialist	Academic Services	08/07/25
Cynthia	Johnson	School Social Worker	CK8	08/04/25
Carrie	LaBarge	Teacher on Admin Assignment	DSPMS	08/04/25
Nancy	Littlefield	Teacher	HHS	08/04/25
Ann	Lucas	Teacher	HHS	08/04/25
Sheena	Manescalco	Teacher	SHES	08/07/25
Iris	Martinez	Teacher	SHES	08/04/25
Gail	McNulty	Teacher	MES	08/04/25
Alexander	Meisberger	Teacher	FCMS	08/06/25
Kylee	Miller	Teacher	SHES	08/05/25
Lori	Miller	Teacher	PMS	08/04/25
Brianna	Mott	Teacher	EK8	08/04/25
Taylor	Neblock	Teacher	BES	08/04/25
Ericka	Newman	Teacher	SHES	08/04/25
Kameron	Reed	Teacher	CHS	08/04/25
Harry	Rhodes	Teacher	NCTHS	08/05/25
Madison	Rowland	Teacher	JDFES	08/04/25
Paula	Sanders	Teacher	NCTHS	08/05/25
Cassie	Sanchez	Teacher	CHS	08/04/25
Shannan	Stackel	Teacher	DES	08/04/25
Danielle	Terrero	Teacher	FCMS	08/04/25
	Dominguez			
Nicholas	Vollmer	Teacher	HHS	08/07/25
Rebecca	Von Klock	Teacher	EK8	08/04/25

3. Instructional Transfers

or and additional francisco					
First Name	Last Name	<u>From</u>	<u>To</u>	<u>Date</u>	
Dana	Blazsek	Teacher, JDFES	Instructional Practices Coach, JDFES	08/04/25	
Sarah	Harmon	Teacher, SHES	Teacher, CK8	08/04/25	
Kathryn	Vastano	Speech/Language Assistant, ESE	Speech/Language Pathologist, ESE	08/04/25	

4. Instructional Separations

First Name	Last Name	<u>Position</u>	<u>Site</u>	<u>Date</u>	<u>Type</u>
Spallino	Josephine	Teacher	DES	06/03/25	Resignation
Micah	Maddox-Wilkins	Teacher	DSPMS	08/04/25	Resignation
Rochelle	Powell	Teacher	EK8	06/03/25	Resignation
Vicki	Schulum-Hughes	Certified School Counselor	NCTHS	08/06/25	Resignation
Shawna	Wright	Teacher	MES	08/15/25	Resignation
Silawila	wright	reactiet	MLS	00/13/23	Resignation
E Non-instr	ustional and Brof	ossional/Tochnical/Suponvisony L	221/26		
		essional/Technical/Supervisory Lo		_	-
<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
Jeannie	Barber	Secretary II	WWK8	05/23/25	06/23/25
Marian	Chickering	School Health Professional	CES	08/04/25	10/24/25
Brooke	Falcone	Paraprofessional	DES	08/08/25	05/29/26
Lonnie	Roush	Food/Nutrition Services Associate	WWK8	08/08/25	10/27/25
Georgia	Senensky	Food/Nutrition Assistant	PMS	08/08/25	10/06/25
-	,	·			
Extension of P	reviously Approved	l eave			
First Name	Last Name	Position	Site_	From	Through
Marian	Chickering	School Health Professional	CES	10/27/25	05/29/26
	Hunter	Environmental Services Tech III	HR	07/01/25	08/01/25
Beverly	nunter	Environmental Services Tech III	пк	07/01/25	06/01/25
T					
Intermittent L				_	
First Name	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
Sharon	Heck	Bus Operator	Transportation	08/08/25	05/29/26
Brittany	Hunt	Budget Analyst	Finance	07/01/25	06/30/26
Beverly	Hunter	Environmental Services Tech III	HR	06/10/25	06/30/25
•					
6. Non-instr	uctional and Prof	essional/Technical/Supervisory A	ppointments		
First Name	Last Name	Position	<u>Site</u>	<u>Date</u>	
Leslie	Alvarado Berrios	Food/Nutrition Services Associate	Food/Nutrition	08/08/25	
Marcie	Applegate	Food/Nutrition Services Associate	Food/Nutrition	08/08/25	
		•	•		
Rosemerys	Batista Martinez	Food/Nutrition Services Associate	Food/Nutrition	08/08/25	
		Rover			
Cassandra	Blake	Bookkeeper	FCMS	07/01/25	
William	Booser	Food/Nutrition Services Associate	WHMS	08/08/25	
Jazzmine	Brignoni	Paraprofessional	EK8	08/08/25	
Lola	Concepcion	Food/Nutrition Services Associate	Food/Nutrition	08/08/25	
Mayerlin	Fernandez	Paraprofessional	DES	08/08/25	
Stephanie	Greene	Paraprofessional	CHS	08/08/25	
Maria	Grider	Paraprofessional	JDFES	08/08/25	
Gina	Gouveia	Bookkeeper	FCMS	08/04/25	
Kaitlyn	Hamiliton	Paraprofessional	MES	08/08/25	
Margaret	James	Paraprofessional	PMS	08/08/25	
Sharon	Johnson	Bus Operator		08/08/25	
		•	Transportation		
Jobert	Junio	Food/Nutrition Services Associate	PGES	08/08/25	
Samantha	Lau	Secretary II	JDFES	08/08/25	
Heather	Lillie	Paraprofessional	DES	08/08/25	
James	Mooney	Safety Guardian	Safe Schools	08/04/25	
Arlene	Ortiz	Food/Nutrition Services Associate	Food/Nutrition	08/08/25	
Jessica	Padin	Food/Nutrition Services Associate	CHS	08/08/25	
Shirley	Pena	Food/Nutrition Services Associate	Food/Nutrition	08/08/25	
		Rover			
Ryane	Ross	Paraprofessional	WHMS	08/08/25	
Christina	Staffa	Paraprofessional	DES	08/08/25	
Donna	Salonia	Food/Nutrition Services Associate	FWSHS	08/08/25	
Taylor	Taylor	Paraprofessional	BES	08/08/25	
Vanessa	Tiburske	Paraprofessional	PGES	08/08/25	
		•			
Kathryn	Trubenstein	Food/Nutrition Specialist	WWHS	08/04/25	
Jane	Watson	Paraprofessional	FCMS	08/11/25	
Alicia	Wellman	Digital Marketing Specialist	Communications	07/30/25	
Adriana	Yager	Paraprofessional	WHMS	08/08/25	
Kyle	Zelinsky	Transportation Vehicle Tech I	Transportation	08/04/25	
7. Non-instr	uctional and Prof	essional/Technical/Supervisory T	ransfers		
First Name	Last Name	<u>From</u>	<u>To</u>	<u>Date</u>	
	_			_	

Brittany	Beltran	Employment Operations Assistant, HR	Employee Data & Certification Specialist, HR	07/29/25
Tammy	Chatman	Secretary III, Purchasing	Procurement Specialist, Purchasing	07/22/25
Yuleth	Davi	Paraprofessional I, HHS	Paraprofessional II, EK8	08/08/25
Patricia	Manzella	Food/Nutrition Assistant, CES	Food/Nutrition Services Associate, SES	08/08/25
Brittney	Mowrer	Paraprofessional, WHMS	School Health Professional, HHS	08/04/25
Afdera	Scanu	Food/Nutrition Assistant, EK8	Food/Nutrition Services Associate, SES	08/08/25

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

First Name	Last Name	<u>Position</u>	<u>Site</u>	<u>Date</u>	<u>Type</u>
David	Borel	Bus Operator	Transportation	05/30/25	Retirement
Jennifer	Bronhard	Paraprofessional	MES	05/30/25	Resignation
Maria	Catalano	Bus Attendant	Transportation	05/30/25	Resignation
Tanya	Cattouse	Paraprofessional	WHMS	08/15/25	Resignation
Kelli	Crognale	Registered Nurse	Student Services	06/03/25	Resignation
Mischa	Cruz	Bus Attendant	Transportation	05/30/25	Resignation
Kia	Davis	Paraprofessional	JDFES	05/30/25	Resignation
Sarah	Gabbard	Paraprofessional	SHES	05/30/25	Resignation
Laurene	Gordon	Paraprofessional	WWHS	05/30/25	Retirement
Glendalie	Kennedy	Bus Attendant	Transportation	05/30/25	Resignation
Kristen	Mochnick	Paraprofessional	WWHS	05/30/25	Resignation

9. Other

Additional Duty, and/or Additional Days/Hours						
<u>Name</u>	Position - Site	Activity	<u>Date</u>	Total Hrs	<u>Funding</u>	
Helen Brizek	Certified School Counselor, WWK8	Summer Hours	06/16/25	77.50 Total	General Fund	
Lysandra Rae	Certified School Counselor, WHMS	Scheduling	07/01/25	80 Total	General Fund	
Pamela Sheeder	Teacher, JDFES	Webmaster	07/01/25	15 Total	General Fund	

Approve Counselor(s), Extra Duty for Substance Abuse Classes (Student Services) - 08/04/2025 - 15 Total Hrs. (Substance Abuse Counseling)

First Name Last Name Tamecka Childs Janice Smith Charlotte Diaz Emma Santiago Sharon Warthen

Approve Teacher(s), 2nd Grade Team Planning July 2025 (BES) - 07/28/2025 - 6 Total Hrs. (Title I)

First Name Last Name Theresa Brown Amanda Cunningham-Rud Rachel Helm Jenna Lancaster Kathryn Puccio Tupinamba Margaret

Approve Teacher(s), Team Planning July 2025 (BES) - 07/08/2025 - 6 Total Hrs. (Title I)

First Name Last Name Elaine Bammert Sandy Capel April Crisci

Melinda Cook Simone Drake Michelle Fetrow Sherri Hall

Pauline Holakowski Kristi Jernigan Laura Long Jeanette Lollie Lynne Noark Brittany Schuler Hayley Trinque Michele Watson

Approve Teacher(s), Summer Basketball Camp (WWK8) - 07/21/2025 - 24 Total Hrs. (Reimbursement)

First Name
Jennifer
Denise
Last Name
Kronenfeld
Suiters

Approve Teacher(s), Volleyball Summer Camp (WWK8) - 06/23/2025 - 20 Total Hrs. (Reimbursement)

First Name
Tahiri
Lee Ann
Loffler
Last Name
Sabino
Loffler

<u>Approve Teacher(s), Computer Science Training (Academic Services) - 06/2/2025 - 18 Total Hrs. (Computer Science Grant)</u>

First Name
Brent
Benware
Casey
Farmer
Catherine
Fry
Patricia
Last Name
Fenware
Ferraro
Ferraro
Greenwood

Seitz

Christopher

Approve Associate Teacher(s), ATS Training Orientation (HR) - 08/04/2025 - 16 Total Hrs. (General Fund)

First Name Last Name Cierra Acker Sianna Ballistrea Rachel Blakeslee Ashleigh Brunelle Cynthia Cordova Christina Creel Renee Forrest Kristen Garren Lisa Garrison Katie Gordon Elizabeth Kirchner Kayleigh Locke Kristina Pierce Bailey Reiter Benita Ruiz Joshua Vonada

Adult Education Part Time Teacher(s) for 2025-2026 Year

First Name
Robert Crawford
George Welsted

10. Drop Program Participant(s)

First Name Last Name **Position** <u>Site</u> <u>Date</u> Teacher Eschool Mona Johnson Eschool 09/01/25 Jennifer Leonard Teacher EK8 08/01/25 Schulum-Hughes Certified School Counselor Vicki **NCTHS** 08/06/25 CES 08/01/25 Amy Zack Teacher

11. Supplements - see attached list(s)

Running Total (Per Attached List) 2025-2026 School Year \$ 980,723.21 Instructional \$ 70,651.45 Noninstructional

- \$ \$ \$ \$
- 1,051,374.66 Sub-Total 240,554.52 Benefits (22.88%) 1,291,929.18 Total

		Board Action 8/26/2025				
ields, Lorenzo	HHS	Advanced Degree - MA	\$ 2,500.00			
Groom, Kara	EK8	Advanced Degree - MA eff 8/8/25)	\$ 2,449.23			
ackson-Smith, Lori	PGES	Advanced Degree - MA	\$ 2,500.00			
ohnson, Cynthia	CK8	Advanced Degree - MA	\$ 2,500.00			
amle, Suzzanne	ESE	Advanced Degree - MA	\$ 2,500.00			
McNulty, Gail	MES	Advanced Degree - MA	\$ 2,500.00			
Sanders, Paula	NCTHS	Advanced Degree - MA (eff 8/5/25)	\$ 2,487.30			
Weed, Donald	EK8	Athletic Director - M.S.	\$ 1,760.85			
Garofano, Daniel	NCTHS	Athletic Director - H.S.	\$ 4,622.10			
		Total From Previous Agenda 8/12/25	\$ 956,903.73			
		Total Instructional Supplement/Differentiated Pay	\$ 980,723.21			

NONINSTRUCTIO	NAL, PROFESSIONAL/TE	CHNICAL & ADMINISTRATIVE SUPPLEMENTS 2025-2026	
		Board Action 8/26/2025	
Padilla, Kelly	Superintendent Off	Translation 249/8	\$ 996.00
Diaz, Jesse	Academic Services	Translation 249/8	\$ 996.00
LaFfitte-Feinberg, Fivia	NCTHS	Translation 249/8	\$ 996.00
Nolasco, Joemy	WWHS	Translation 249/8	\$ 996.00
		Total From Previous Agenda 8/12/25	\$ 66,667.45
		Total Noninstructional/PTS/Adm. Supplements	\$ 70,651.45



Hernando School District

School Board Regular Meeting

Agenda Item # 8. 26-3187

8/26/2025

Title and Board Action Requested

Approve an out of state trip for Central High School Welding Instructor Jason Whitman to attend FabTech 2025 Conference in Chicago, Illinois, from September 7 through 12, 2025.

Executive Summary

The Principal, on behalf of the Superintendent of Schools, hereby requests the Board approve an out of state trip for Central High School Welding Instructor Jason Whitman to attend FabTech 2025 Conference in Chicago, Illinois, from September 7 through 12, 2025.

My Contact

Kelly Slusser, Principal Central High School 14075 Ken Austin Parkway Brooksville, FL 34613 352-797-7020 xt 20405

Jason Whitman Central High School 14075 Ken Austin Parkway Brooksville, FL 34613 352-797-7020 xt 20237

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

Title and Board Action Requested

Approve an out of state trip for Central High School Welding Instructor Jason Whitman to attend FabTech 2025 Conference in Chicago, Illinois, from September 7 through 12, 2025.

Executive Summary

The Principal, on behalf of the Superintendent of Schools, hereby requests the Board approve an out of state trip for Central High School Welding Instructor Jason Whitman to attend FabTech 2025 Conference in Chicago, Illinois, from September 7 through 12, 2025.

My Contact

Kelly Slusser, Principal Central High School 14075 Ken Austin Parkway Brooksville, FL 34613 352-797-7020 xt 20405

Jason Whitman Central High School 14075 Ken Austin Parkway Brooksville, FL 34613 352-797-7020 xt 20237

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

HERNANDO COUNTY SCHOOL DISTRICT Leave of Absence Form

Each Leave of Absence request must be approved by Site Administrator/Supervisor and submitted with the regular payroll.

LAST NAME (Print or Type) FIRS	T	INITIAL	EMPLOYEE I.D. NUMBER	
Whitman Jaso	n	\mathcal{B}	15115	
Position Teacher			SCHOOL/COST CENTER	
Except in the case of an emergency, all leave, other pre-planned (i.e. doctor's appointment), it must be completed upon return within five (5) working days TO BE COMPLETED BY APPLICANT:	pre-approved. For s	ick leave a	bsences that are not pre-plann	
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Destination Chicago, Illinois				
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Week Sunday Date 9-7.	2025	Week	riclay Date	9-12-2025
	SOURCE OF	FUNDS		
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Project Director (if applicable).			Date	
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DISTRIBUTION:

White: Payroll
Yellow: Applicant (Attach to Travel Reimbursement form)
Pink: Applicant
Gold: Site Administrator

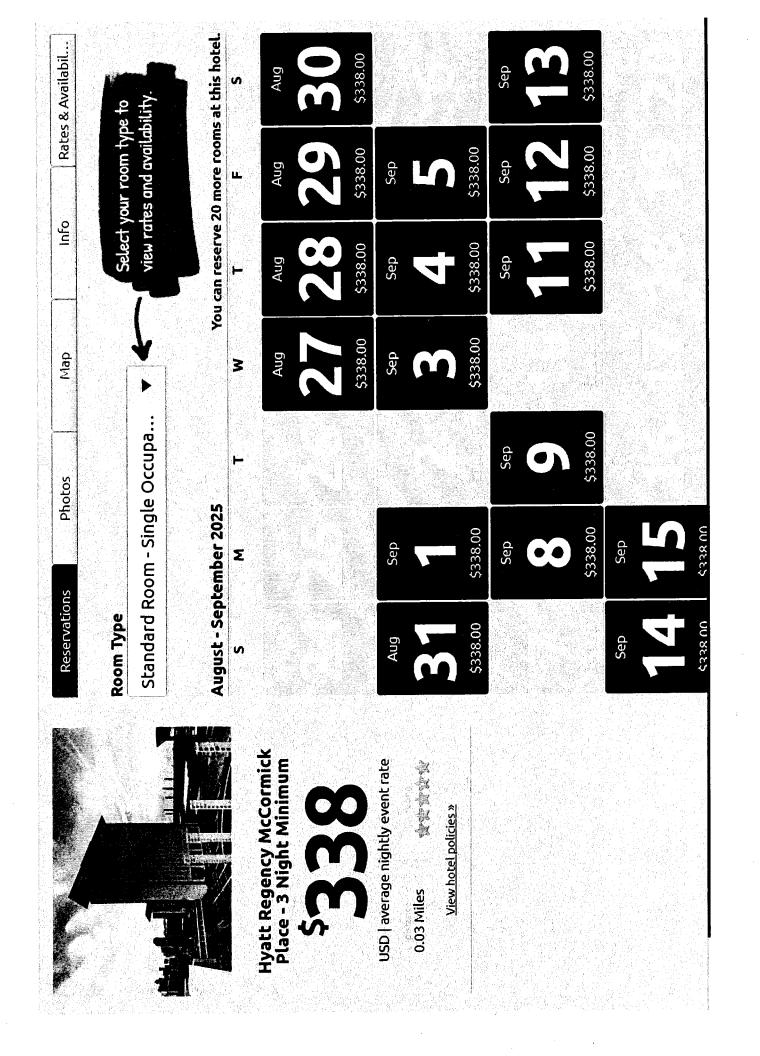
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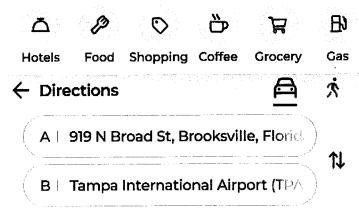
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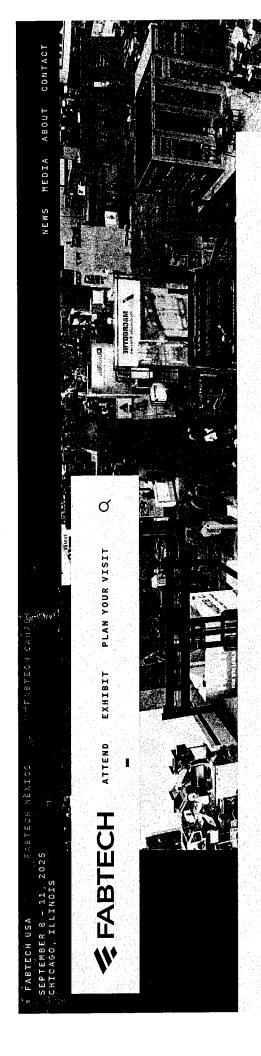
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FOR ATTENDEES

Why Attend FABTECH 2025

Join us in Chicago at FABTECH 2025, North America's preeminent event for metal forming, fabricating, welding, and finishing. Explore the latest technologies, gain hands-on experience, and network with industry leaders and peers who can help take your business or career to the next level.

VENUE

McCormick Place

2301 S. Martin Luther King Drive

Chicago, Illinois 60616

ADMISSION

Show floor admission is complimentary if you register by September 5!

■ EXPO HOURS

Monday, Sep 08 9AM – 5PM

Tuesday, Sep 09 9AM – 5PM

Wednesday, Sep 10 9AM – 5PM

Thursday, Sep 11 9AM – 3PM

Complete Section A or B; and C

$\frac{\text{MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.}}{\text{(For Donations, use Section B)}}$

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^{**} 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. 26-3202

8/26/2025

Title and Board Action Requested

Approve out of state field trip for Weeki Wachee High School Digital Video to New York City, NY to attend the All-American High School Film Festival on October 14 - 20, 2025.

Executive Summary

The Principal of WWHS, Edward LaRose, on behalf of the Superintendent of Schools, hereby requests the Board approve for WWHS Digital Video group attend the All-American High School Film Festival on Oct 14-20, 2025.

My Contact

Hunter Schwefringhaus 352-797-7029 ext 29240 schwefringhaus h@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.



Weeki Wachee High School 12150 Vespa Way Weeki Wachee, FL 34614

Ed LaRose Principal

Phone (352) 797-7029 Fax (352) 797-7129 Website:

www.hernandoschools.org/schools/weeki-wachee-high-school



Kevin Bittinger
Assistant Principal

Mildred Murrman-Dudley Assistant Principal Brandy Sladek Assistant Principal

To Whom It May Concern,

We are requesting approval for the Digital Cinema Production (DCP) program to travel to New York City from October 14th to October 20th, 2025 to participate in the All American High School Film Festival and Film Invitational—the nation's largest and most prestigious high school film event.

This marks our second year representing our school at this national competition. The Film Invitational offers an unparalleled real-world filmmaking experience, allowing students to function as a professional production team. Our journey begins August 12th when our team receives the official onboarding packet and begins ten weeks of intensive pre-production—writing scripts, planning shoots, and securing actors and locations.

The in-person competition culminates in New York City. From 8:00 A.M. on Wednesday, October 16th through 4:00 P.M. on Friday, October 18th, our team will have 56 hours to film, edit, and submit a completed short film. Students work collaboratively under real-world pressure, reflecting industry standards and expectations.

On Sunday, October 19th, our film will be screened at the AMC Theatre in Times Square. That evening, the 2025 Teen Indie Awards will be held at the historic Kings Theatre in Brooklyn, where winners will be announced in a red-carpet ceremony.

Our 2025 itinerary is attached for review. We plan to fly round-trip from Tampa to LaGuardia Airport. Upon arrival, we will use a shuttle service to reach our accommodations and will rely on New York's subway system for transportation during our stay. Students and chaperones will stay at the New York Hilton Midtown Hotel, which is centrally located near festival venues, public transportation, and discounted through the festival program.

The estimated cost per student is approximately \$1,000, which includes airfare, hotel, select meals (some meals are provided through the festival), a MetroCard for subway travel, full festival access, and tickets to special events. Students will be responsible for meals not included in the itinerary. Affordable dining options are readily available throughout the city.

In preparation for the trip, students will participate in fundraising efforts and our program will actively pursue sponsorships to reduce individual costs.

This trip is considered an educational and professional opportunity for our student filmmakers, as participation is invitation-only and based on program merit. While our primary focus is filmmaking, we also plan to explore culturally and historically significant landmarks that may support our creative process and provide additional enrichment, including

- 9/11 Memorial and Museum
- Central Park
- Times Square
- AMC Times Square Theatre
- Additional iconic NYC locations that may be used as film locations

Thank you for considering this request. We believe this opportunity will not only elevate our students' skills in digital media and storytelling but also provide them with invaluable life experiences that align with our program's mission of preparing future professionals in the film and television industry.

Sincerely, Hunter Schwefringhaus

Hunter Schwefringhaus

#WWHSHornets	#TakeFlight	#OneSwarm

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

Each Leave of Absence request must be approved by Site Administrator/Supervisor and submitted with the regular payroll.

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Schwefringhaus	Hunter	R	17234
POSITION Teacher			SCHOOL/COST CENTER WWHS
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This leave constitutes Name of substitute(s) (if any):	hour(s) for the regular employee liste	ed above.	Amount of Time substituting:
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DISTRIBUTION:
White : Payroll
Yellow : Applicant (Attach to Travel Reimbursement form)
Pink : Applicant
Gold : Site Administrator

Complete Section A or B; and C

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

Prior Year Approved Budget: Prior Year Actual Spent:

C. History
Check one:

Prior Year Budget:
New for Current Year:



Hernando School District

School Board Regular Meeting

Agenda Item # 10. 26-3233

8/26/2025

Title and Board Action Requested

Approve out-of-state travel for Jill Kolasa, Director of Student Services and Angela Miller Royal, Coordinator of Student Support Programs, to attend the 113th Annual Conference of the International Association of Truancy and Dropout Prevention Conference (IATDP) in Memphis, Tennessee, October 19-22, 2025.

Executive Summary

The Director of Student Services, on behalf of the Superintendent of Schools, respectfully requests Board approval for out-of-state travel for herself and Angela Miller Royal to attend the 113th Annual Conference of the International Association for Truancy and Dropout Prevention (IATDP).

Held under the theme "School and Community Building a Bridge Forward: Combating Causative Factors of Truancy," the 2025 IATDP Conference will convene educators, researchers, students, public health professionals, and education advocates to explore effective, evidence-based interventions to reduce truancy and dropout rates. Sessions will address a range of contributing factors, including academic barriers, family dynamics, socioeconomic challenges, and mental health issues that impact student attendance and engagement.

By attending, the Director and Coordinator will engage with national and international experts and return with actionable strategies to strengthen local student support systems-particularly in the areas of mental health and early intervention-aimed at reducing chronic absenteeism, truancy, and dropout rates across the district.

The following expenses will be covered through the Mental Health Plan: Registration \$1,100, Flight (roundtrip) \$700 not to exceed \$1,000, Lodging \$1,600, Meals \$300 and transportation \$400, for a total of \$4,800.

My Contact

Jill Kolasa, Director Student Services 352-797-7008

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

The cost for this agenda item is \$4,800. See attached budget sheet.

SAVE The DATE

October 19-22, 2025



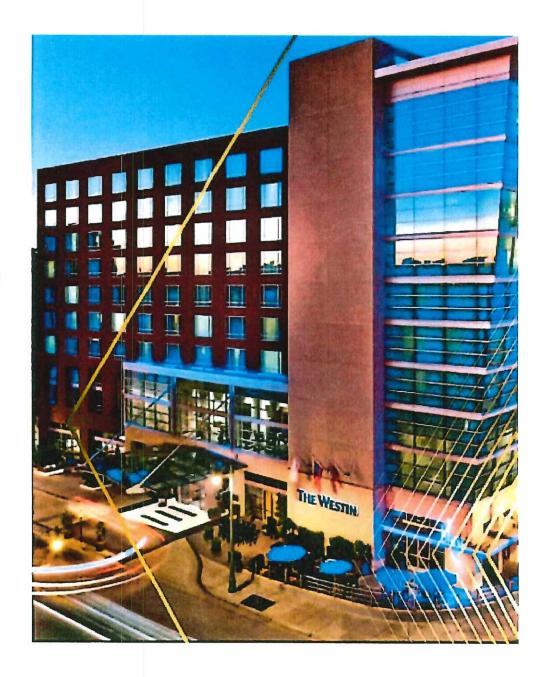
113th IATDP Conference

The Westin Memphis Beale Street 170 Lt. George W. Lee Ave Memphis, TN 38103

Who should attend: Principals, Educators, School Counselors, Administrators, Child Welfare Workers, Local Law Enforcement, School Resource Officers, Mental Health, Psychologists, Healthcare Professionals, Community Agency Service, Pupil Personnel Workers

Topics:
Truancy,
Attendance,
Dropout
Prevention,
Gangs,
School
Security

Mental
Health, Legal
Issues,
Discipline,
Disappropiate
Minority
contacts and
more...



113th ANNUAL IATDP CONFERENCE FOR TRUANCY, DROPOUT & DELINQUENCY PREVENTION PROGRAM SCHEDULE

Saturday, October 18, 2025

4:00-5:00 PM IATDP Executive Meeting 5:00-6:00 PM Board Meeting

Sunday, October 19, 2025

8:00 AM-6:00 PM Registration 11:00 AM-4:00 PM Hearing Officer Training 6:00-9:00 PM General Session & President's Reception

Monday, October 20, 2025

7:30-8:30 AM Continental Breakfast 8:45-10:00 AM General Session Keynote 10:00-11:00 AM Breakout Session I 11:00-12:00 Breakout Session 12:00-1:20 Lunch on your own 1:30-2:30 General Session Keynote 2:30-3:00 Business Meeting 3:00-3:15 Break 3:20 Depart for tour

Tuesday, October 21, 2025

7:30-8:30 Continental Breakfast 8:45-10:15 General Session Keynote 10:15-10:30 Break 10:30-11:30 Breakout Session III 11:45-1:30 Awards Luncheon 1:30-2:30 General Sessions 2:30-2:45 Break 2:45 Depart for tour

Wednesday, October 22, 2025

7:30-8:45 Light Refreshments 9:00-10:30 General Session/Panel Discussion** 10:30- Checkout

The Annual IATDP /conference is an opportunity:

-Information about effect strategies, programs, relating to truancy, dropout & delinquency prevention.
-Recognizing outstanding problematic achievements.
-Networking will top notch professionals in their fields.

Sample Topics:

-Addressing the trauma before you educate
-Addressing the school to prison pipeline
-Gang prevention and intervention
-Progressive discipline techniques for school officials
-Truancy prevention and intervention
-Stress Management
-Psychological risk assessments
-And others

Who Should Attend:

Administrators, Educators, School Counselors, Welfare Workers, Social Services, Law Enforcement, School Resource Officer, Mental Health and Healthcare Professionals, Community Service Providers, Hearing Officers, Juvenile Justice, PPWS, and Attendance related personnel.

The Westin Memphis Beale Street 170 Lt. George W. Lee Avenue Memphis, TN 38103 (901) 334-5900

For reservations, enter web addresshttps://www.iatdp.org/ click on 113th conference tab, go to bottom of page to conference resources and click on link under hotel booking.

**Panel Discussion consists of Principals, Law Enforcement, Juvenile Court, Social Service Agencies, Truancy Personnel, Parent, and Student discussing thoughts, ideas and opinions regarding ways to combat truancy.

Conference Highlights Keynote Speakers

Steve Mulroy, District Attorney General Shelby County, Tennessee

Dr. Alicia Barnes, DO, MPH, FAA, CAP, FAPA Associate Professor University of Tennessee Health and Science for Youth

Royal Chatman, CEO
Memphis Allies, Youth Villages
Author, Inspirational Speaker
CEO/President Sources of Intervention
Produce Seeds of Prevention
Coordinator for Schools and Court Services

Dr. JB Blocker IV Director-School Operations Haywood County Schools Brownsville, TN

Additional Highlights

Dr. Natasha Jones
Director of The Division of Appeals
Montgomery County Public Schools
State of Maryland
Hearing Officer Training

Graceland: The Home of Elvis Presley
Cost of tour: \$30 per person

National Civil Rights Musuem
Cost of Tour: \$20 per person



Transportation will be provided

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

Each Leave of Absence request must be approved by Site Administrator/Supervisor and submitted with the regular payroll.

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Kolasa	JIII		07291
POSITION Director			SCHOOL/COST CENTER Student Services - 9440
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			hours: days.

DISTRIBUTION:
White : Payroll
Yellow : Applicant (Attach to Travel Reimbursement form)
Pink : Applicant
Gold : Site Administrator

HERNANDO COUNTY SCHOOL DISTRICT Leave of Absence Form

Each Leave of Absence request must be approved by Site Administrator/Supervisor and submitted with the regular payroll.

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER	
Miller Royal	Angela		12001	
POSITION			SCHOOL/COST CENTER	
Coordinator of Student Suppo	-		Student Services - 9440	
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DISTRIBUTION:

White : Payroll
Yellow : Applicant (Attach to Travel Reimbursement form)
Pink : Applicant
Gold : Site Administrator

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MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.

(For Donations, use Section B)

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

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Prior Year Budget:

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Hernando School District

School Board Regular Meeting

Agenda Item # 11. 26-3240

8/26/2025

Title and Board Action Requested

Approve the Overnight Field Trip for William Toler, F.W. Springstead High School to North Port, Florida to Attend the North Port Cross Country XC Invite from September 19, 2025 through September 20, 2025.

Executive Summary

The Principal, Dana Pearce of F.W. Springstead High School, on behalf of the Superintendent of Schools, hereby requests the Board to approve the overnight field trip to North Port, Florida for the North Port Cross Country XC Invite.

My Contact

Dana Pearce, Principal of F.W. Springstead High School 352-797-7010 ext. 405 pearce d@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

HERNANDO COUNTY SCHOOL DISTRICT
Leave of Absence Form

Each Leave of Absence request must be approved by Site Administrator/Supervisor and submitted with the regular payroll.

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DISTRIBUTION:
White : Payrol
Yellow : Applicant (Attach to Travel Reimburgement form)
Pink : Applicant
Gold : Site Administrator

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

Each Leave of Absence request must be approved by Site Administrator/Supervisor and submitted with the regular payroll.

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White : Payroll
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Gold : Site Administrator

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

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Leave of Absence request must be approved by Site Administrator/Supervisor and submitted with the regular

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SO-Per-025 November 2020 Reorder from Printing

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Yellow: Applicant (Attach to Travel Reimbursement form)
Pink: Applicant
Gold: Site Administrator

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^{**} 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. 26-3213

8/26/2025

Title and Board Action Requested

Final Approval of the 2026 Legislative Platform

Executive Summary

The Director of Communications, on behalf of the Superintendent of Schools, hereby requests final approval of the District 2026 Legislative Platform.

My Contact

Aaron Ellerman Director of Communications (352) 797-7070 ext. 70129

2023-28 Strategic Focus Area

Priority 4: Community Connection

Financial Impact

See attached budget sheet.

$\frac{\text{MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.}}{\text{(For Donations, use Section B)}}$

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^{**} 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. 26-3228

8/26/2025

Title and Board Action Requested

Approval of the Mutual Aid Agreement between Hernando County and The School Board of Hernando County, Florida for emergency shelter operations.

Executive Summary

The Assistant Superintendent of Business and Support Operations, on behalf of the Superintendent of Schools, hereby requests the Board approve the Mutual Aid Agreement between Hernando County and The School Board of Hernando County, Florida for emergency shelter operations.

My Contact

Barbara Kidder
Assistant Superintendent of Business and Support Operations (352) 797-7000 ext. 70403
Kidder_b@hcbs.k12.fl.us

2023-28 Strategic Focus Area

Other

Financial Impact

See attached budget sheet.

MUTUAL AID AGREEMENT BETWEEN HERNANDO COUNTY AND THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA FOR EMERGENCY SHELTER OPERATIONS

THIS AGREEMENT is made and entered into by HERNANDO COUNTY, (hereinafter referred to as "County") a political subdivision of the State of Florida and the SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, (hereinafter referred to as "School Board") collectively referred to as "Parties."

WHEREAS, the County's Emergency Management Division is a Local Emergency Management Agency pursuant to Chapter 252, Florida Statutes, created to discharge the emergency management responsibilities and functions of a political subdivision, *Statutes* and therefore has the responsibility for Emergency Management for the County; and

WHEREAS, the County is dedicated to providing emergency services to all general population residents, special needs residents, tourists, and visitors of Hernando County, Florida, before, during and after a potential hurricane or other disaster; and

WHEREAS, the School Board is dedicated to its primary function of providing educational programs for students; and

WHEREAS, the School Board has numerous school facilities designed and constructed to serve as educational facilities; and

WHEREAS, both entities find and declare that Hernando County, FL, is vulnerable to a wide range of emergencies, including natural, technological, and manmade disasters, all of which threaten the life, health, and safety of its people; damage and destroy property; disrupt services and everyday business and recreational activities; and impede economic growth and development. Both entities further find that this vulnerability is exacerbated by the tremendous growth in the County's population, especially the growth in the number of persons residing in coastal areas, in the elderly population, in the number of seasonal vacationers, and in the number of persons with special needs;

WHEREAS, it the intent of both entities to reduce the vulnerability of the people and property of this state; to prepare for efficient evacuation and shelter of threatened or affected persons; to prepare for and efficiently respond to public health emergencies; and to provide for the coordination of activities relating to emergency preparedness, response, recovery, and mitigation among and between agencies and officials of this County; and

WHEREAS, pursuant to Section 1013.372, Florida Statutes, the County must prepare and submit a statewide emergency shelter plan. The plan must identify the general location and square footage of existing shelters, general location, square footage, types of public facilities that should be constructed to comply with emergency-shelter criteria, and recommend available sources of funding for the additional cost of constructing emergency shelters within these public facilities; and

WHEREAS, in furtherance of the County's Comprehensive Emergency Management Plan, the County and the School Board desire to cooperate in the interest of public safety by providing facilities and necessary personnel to staff such facilities, supplies, transportation assistance for evacuations and sites for the collection of animals, following a disaster; and

WHEREAS, pursuant to Section 252.38 (1)(d), Florida Statutes, during a declared state or local emergency, and upon the request of the director of a Local Emergency Management Agency, the School Board shall participate in emergency management by providing School Board school facilities and necessary personnel to staff such emergency shelter facilities; and

WHEREAS, the County and the School Board, together constituting the "Parties" to this Agreement, mutually desire that the School Board make available certain School Board facilities for emergency shelters and the personnel to staff such shelters; and

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

Section 1. RECITALS

- 1. The above "Whereas" clauses shall be incorporated into this Agreement and are evidence of the intent of the Parties entering into this Agreement.
- 2. The Parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. PURPOSE

- 1. The purpose of this Agreement is to provide for cooperation and coordination between the County and the School Board in carrying out joint responsibility to serve the citizens of Hernando County during disasters or enemy attack, by providing facilities, equipment, personnel, transportation and food service for the evacuation and sheltering of citizens in preparation for or following a disaster. Identification of sites for the collection of animals following a disaster is also covered under the terms of this Agreement.
- 2. The purpose of this Agreement is for the County and the School Board to determine available and appropriate School Board facilities to be used as emergency shelters; the need for new school facility construction and upgrades to current facilities used for emergency shelters to the ICC 500 Standard for Enhanced Hurricane Protection Areas, for the statutorily required hardening of School Board facilities; and reimbursement for use, damages, and staffing of School Board facilities as emergency shelters.

Section 3: DEFINITIONS

1. <u>Agreement</u>: This Agreement, together with all exhibits, amendments, and modifications hereto.

- 2. <u>County Regulations</u>: Adopted County rules, regulations, resolutions, and ordinances governing the use of County Facilities.
- 3. <u>Disaster</u>: As defined in Section 252.34, Florida Statutes.
- 4. <u>Effective Date</u>: The effective date begins after the Agreement has been properly approved and signed by both the County and the School Board, and upon being duly filed with the Clerk of the Court of Hernando County.
- 5. Emergency: As defined in Section 252.34, Florida Statutes.
- 6. <u>Emergency Support Function (EFS) Staff</u>: Staff supporting the Emergency Operation Center stationed in the Emergency Operations as a support function. School Board Staff are assigned to ESF#1 Transportation and ESF#6 Mass Care.
- 7. <u>Incident Action Plan (IAP)</u>: The local agency creates a plan for each operational period and documents the entire life cycle of the event. The IAP establishes the Incident Commander's goals and objectives, and provides a brief description of what has occurred, what is currently occurring, and what is projected to occur. The IAP addresses basic assumptions regarding the incident, and alternative strategies and outcomes.
- 8. Local Emergency Management Agency: As defined in Section 252.34, Florida Statutes.
- 9. Hernando County Emergency Operations Center ("EOC"): The local agency for coordination of emergency response and recovery activities throughout Hernando County. When activated for an emergency, the EOC is staffed with key personnel from first responder agencies, emergency relief organizations, County departments, municipalities, utility companies, media, and other essential agencies. The EOC assists with preparation for an emergency; monitors emergency levels through the Emergency Dispatch Center and the State EOC Watch Office; and develops, coordinates, and operates County-wide programs during large-scale disasters.
- 10. <u>Hernando County Comprehensive Emergency Management Plan</u>: The local emergency plan that is in place for Hernando County. The plan contains processes, procedures, and tools put in place to prevent, prepare for, respond to, recover from, and mitigate against hazards, disasters, and emergencies.
- 11. <u>Manager/Administrator</u>: The County Manager/Administrator of Hernando County or his/her designee.
- 12. <u>School Board Policies</u>: Adopted School Board policies, rules, and regulations governing the use of School Board Facilities.
- 13. <u>School Facilities</u>: Buildings and properties owned and maintained by the School Board.

- 14. <u>State of Emergency</u>: An emergency that is declared by executive order or proclamation by the Governor of the State when there is an imminent threat of danger.
- 15. <u>State of Local Emergency</u>: An emergency declaration by the County in accordance with Hernando County Ordinance Article XII Section 21-201, or future revisions adopted by the County.
- 16. <u>Superintendent</u>: The Superintendent of the School District of Hernando County or his/her designee.

Section 4: TERM

- 1. Term of Agreement. The initial term of this Agreement shall commence on the date of execution and shall be for five (5) years. After the initial term, the School Board and the County may renew upon written mutual agreement of the parties for up to two (2) additional five (5) year terms upon ninety (90) days' notice to the other party. The terms, covenants, and conditions of this Agreement, as the same may be modified in writing, from time to time, shall continue to be in effect during each such renewal term.
- 2. <u>Effective Date</u>: <u>This</u> Agreement shall take effect after it has been properly approved and signed by both the County and the School Board, and upon being duly filed with the Clerk of the Court of Hernando County.
- 3. <u>Agreement Review</u>: The Superintendent and/or Department Designee and Manager and/or designee, shall meet at least once a year, or as needed, to examine the terms of this Agreement. Except as otherwise provided herein, this Agreement shall only be amended by formal action of both the School Board and County.
- 4. <u>Right of Termination</u>: Except for default of this Agreement, either party may terminate this Agreement at any time without cause upon ninety (90) days' written notice to the other party.
- 5. <u>Right of Termination with Cause</u>: This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms, through no fault of the party initiating the termination.
- 6. <u>Termination</u>: In the event of termination, the School Board shall continue to provide all assistance to the County required by FSS 252.38(1)(d), and other applicable law.

Section 5: PREPAREDNESS/EXERCISES/TRAINING

- 1. Both parties agree to:
 - A. Plan and exchange information regarding preparedness for disaster operations.

- B. Agree to split the cost of any associated emergency/disaster preparedness training or exercises. Hernando County Emergency Management may expend grant funding for such costs as allowable under state and federal grant guidelines. Personnel cost associated with training will stay with the respective entity.
- C. Annually conduct at least one mutual shelter training exercise.
- D. Annually conduct a walk through with each Special Needs, Pet Friendly, and General Population shelter incorporating the Florida Department of Health, Animal Services, HCSO Animal Control respectively or other County/NGO's as necessary.

Section 6: DUTIES OF COUNTY

- 1. The COUNTY, through its Department of Public Safety, agrees to:
 - A. Determine shelter needs and priorities regarding facilities, supplies, staffing, and transportation.
 - B. Work with the School Board to establish the necessary communication resources needed to coordinate the use of School Board assistance. The County agrees, at its expense, to procure, install and maintain amateur radio equipment (including antennas) at School Board facilities that are utilized as emergency public shelters and other facilities utilized by the County during a state of emergency.
 - C. With the concurrence of the School Board, or its designated representative at the Hernando County Emergency Operations Center ESF#1 ("EOC"), determine emergency transportation needs, including the potential use of School Board fuel and fueling sites.
 - D. Identify pick up, drop off, and staging locations for transportation.
 - E. Identify emergency transportation priorities in cooperation with the School Board.
 - F. Provide the School Board with as much advanced notice as possible.
 - G. Assist the School Board with the coordination of bus resources, including school bus drivers, to meet emergency transportation needs.
 - H. Provide fuel trucks and licensed drivers for the purpose of obtaining and transporting fuel and food to School Board sites and to County generators at such sites and other facilities utilized by the County during a State of Local Emergency.
 - I. Conduct training activities annually, including training staff on supervising a shelter facility in the event of a hurricane or natural disaster. The School Board agrees to support training activities in furtherance of the purposes of this Agreement to be

- conducted annually, as the Parties recognize that training is essential to successfully assist the people of Hernando County in an emergency or disaster.
- J. Provide any information requested by the School Board in support of completing the project worksheets ("PW") to provide to FEMA for approval.
- K. Provide a minimum of two Emergency Support Function seats within Hernando County Emergency Operations Center (EOC) for the School Board representatives.
- L. Work with the Hernando County Sheriff's Office to designate and staff a separate shelter location for registered sex offenders/predators that is not on School District property to the best degree possible.
 - a. Pursuant to Hernando County Ordinance Article XIV 21-237: If an emergency shelter location designated for sex offenders is not available, the sex offender must immediately upon entering a general public emergency shelter notify a law enforcement officer on duty and the individuals operating the shelter. Law enforcement or shelter operators will house sex offenders in a specific location within the emergency shelter, where the sex offender must remain at all times.
- M. Ban firearms, weapons, alcohol, and illegal drugs from all shelters. Firearms and weapons can be stored in private vehicles parked in the parking lot, so long as they are secured from the emergency shelter site and unloaded.
- N. Provide technology in support of efficient communications from EOC to the School Board to the maximum extent possible.
- O. Cooperate with the designated shelter facility manager.
- P. Provide personal comfort supplies for unprepared evacuees if not available from existing school supplies to the extent possible.
- Q. Provide appropriate medical and personal care staff at all opened shelters to the best extent possible.
- R. Coordinate public announcements of shelter opening with Director of Communications or designee of the School Board.
- S. Coordinate shelter evaluation surveys of existing and new school facilities to determine the suitability for use as an emergency shelter.
- T. Work with the Hernando County Department of Health to provide basic medical supplies and oxygen at shelters designated with Special Needs.
- U. Staff the designated pet friendly shelter with Animal Services personnel or volunteers and provide pet provisions or services to the best extent possible. Work

with the Hernando County Sheriff's Office (HCSO) Animal Control Officers to assist, when possible and determined by the HCSO, with staffing of pet friendly shelters.

- V. Abide by FSS 252.3568, "Emergency sheltering of persons with pets."
- W. The only animals admitted will be cats, dogs, and other non-venomous domesticated species. For more information, see the Hernando County Comprehensive Emergency Management Plan.
- X. Notwithstanding the School Board's duty to maintain School Board facilities designated as emergency public shelters, the County will conduct a joint analysis with the School Board of newly constructed School Board facilities and existing School Board facilities to ascertain the suitability of such facilities as emergency public shelters. At the annual meeting, hurricane upgrade needs will be established for new and existing schools. The County and School Board will determine and mutually agree upon these improvements. The County and School Board will follow all Federal, State, and local guidelines to appropriately source funding to be used for these upgrades.
- Y. Upgrade needs are contingent upon the availability of funding, availability of materials, equipment, and supplies that either improve the use of or increase the capacity to: School Board facilities to serve as emergency public shelters, to include, but not be limited to: shutters or other code-approved window protection, emergency power connections, and emergency generators.

Section 7: DUTIES OF SCHOOL BOARD

- 1. The School Board will:
 - A. During a declared state or local emergency and upon the request of the director of a local emergency management agency, the School Board shall participate in emergency management by providing facilities and necessary personnel to staff such facilities. Each school board providing transportation assistance in an emergency evacuation shall coordinate the use of its vehicles and personnel with the local emergency management agency as outlined in FSS 252.38.
 - B. The School Board agrees that after meeting its responsibilities to pupils, it will permit upon request of the County, the use of a specific, mutually agreed upon list of School Board facilities, which will be provided by June 1st of each year to the County as emergency shelters in advance of a potential emergency and during and after an emergency. This list may be subject to change; based on availability, maintenance, and other factors.
 - C. Provide existing equipment as needed and/or available to emergency shelters.
 - D. Provide personnel to include designated shelter manager for each open shelter.

- E. Require designated shelter managers to receive shelter manager training.
- F. Shelter managers will work with the local emergency management agency related to space utilization at emergency shelter sites. The shelter footprint will be expanded du to need and circumstances.
- G. Designate two staff members to fill Emergency Support Function seats within the Hernando County Emergency Operations Center ESF #1 and ESF #6.
- H. Provide food and water for shelter residents no less than four hours after the opening of the shelter. Meals will be provided three times per day.
- I. Maintain and provide necessary repairs to each generator that is connected to a school facility that can be used as an emergency shelter. The School Board will endure all costs for the preventative maintenance and repairs of the generators at the designated special needs shelter.
- J. Provide space in School Board facilities, including schools, for housing and feeding first responders, County staff, and other authorized persons providing services to the community during a state of emergency. Principals or designated School Board administrative staff will be responsible for coordinating the supervision and management of the school facility before, during, and after a local or state of emergency, with the County. The County shall oversee operations of the Emergency Shelters.
- K. Principals or designated School Board administrative staff will be responsible for coordinating the supervision and management of the school-based shelters before, during, and after a local or state of emergency with the County.
- L. Assist the County with the coordination of bus/transportation resources in order to meet emergency transportation needs.
- M. Provide, to the extent practical, access to School Board fueling sites and fuel for County approved emergency responders and agencies. The available fuel sites may be subject to changes, depending on maintenance and other factors. This will be determined as part of the annual meeting.
- N. Work with County in establishing the necessary communication resources needed to coordinate the use of School Board assistance, including, but not limited to, access to School Board facilities that are utilized as emergency public shelters to install and maintain amateur radio equipment (including antennas).
- O. Provide any information requested by the County in support of completing the project worksheets ("PW") to provide to FEMA for approval.

- P. Notwithstanding the School Board's duty to maintain School Board facilities designated as emergency public shelters, the School Board will conduct a joint analysis with the County of newly constructed School Board facilities and existing School Board facilities to ascertain the suitability of such facilities as emergency public shelters. At the annual meeting, hurricane upgrade needs will be established for new and existing schools. The County and School Board will determine and mutually agree upon these improvements. The County and School Board will follow all Federal, State, and local guidelines to appropriately source funding to be used for these upgrades.
- Q. Use of the School Board facilities as shelters pursuant to this Agreement shall be in accordance with all applicable laws, ordinances, and School Board Policies, including but not limited to prohibitions against the possession and/or use of firearms, tobacco products, and illegal drugs, including prescribed medical marijuana on School Board owned property.
- R. In coordination with the County, be the sole authority to declare the closing and opening of the public schools, to approve and/or make all oral and written communications regarding the opening of and closing of public schools, to have final approval on the use and assignment of paid school district personnel to assist in managing activated special needs shelters, and to have final approval on the use of school buses as emergency transportation resources.
- S. The School Board, in consultation with Local Law Enforcement, shall have the absolute discretion to remove from a shelter any member of the public who violates any of the applicable laws, ordinances, or School Board Policies.
- T. Participate in training activities annually; including training staff on supervising a shelter facility in the event of a hurricane or natural disaster. The County agrees to support training activities in furtherance of the purposes of this Agreement to be conducted annually, as the Parties recognize that training is essential to successfully assist the people of Hernando County in an emergency or disaster.

Section 8: SHELTER CLOSURE AND CONTINUITY OF OPERATIONS

- 1. The County will prioritize resuming normal school operations as quickly as possible by:
 - A. Providing services, resources, alternate or transitional sheltering and/or accommodations for all shelter residents who remain displaced.
 - B. Provide personnel, equipment, cleaning and/or contracted services to ensure the restoration of the pet friendly and special needs shelter once closed to resume normal school operations.
- 2. The School Board will prioritize resuming normal school operations as quickly as possible by:

- A. Providing transportation for shelter residents from the shelter to their pick- up location, as needed.
- B. Providing transportation for shelter residents who remain displaced to alternative or transitional shelter locations as determined by the County.
- C. The School Board reserves the right to clean said facilities if prudent to expedite resumption of school operations. The County will reimburse to the School Board the costs for the cleaning.

Section 9: REIMBURSEMENT OF EXPENSES

- 1. The County and the School Board must follow FEMA reimbursement policies. If the FEMA reimbursement guidelines change or new guidelines come into effect, the County and the School Board will adopt the new policies as part of this Agreement. Where FEMA reimbursement guidelines offer options, both parties will mutually agree upon a selected option.
- 2. <u>Exercises</u>: Expenses incurred by the School Board in support of training exercises for the purposes outlined in this Agreement and related use of School Board employees will be reimbursed by the County.
- 3. The County shall reimburse the School Board for all reasonable and necessary costs and expenses incurred by the School Board in providing the school facilities pursuant to the County's request in accordance with the Shelter Plan.
- 4. <u>Disaster Expenses</u>: In the event that a disaster has been declared, the County shall submit certain School Board claims for reimbursement directly through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. The County will submit project worksheets ("PW") to FEMA for approval of eligible project expenses. The School Board shall provide any reasonable information that is within the School Board's possession, which is requested by The County in support of completing the PW.
- 5. In addition to the County's reimbursement of the School Board costs and expenses set forth above, the County shall reimburse the School Board for the actual cost to repair or replace School Board owned real and personal property that is lost or damaged as a result of the use of the school facility as an emergency shelter; these costs shall include any damages caused by housing pets.
- 6. The County further agrees to reimburse the School Board for all reasonable expenses as set forth below:
 - A. Non-Exempt Staff labor plus applicable benefits. Reimbursement shall be at the rate of 1.5 times an employee's hourly rate of pay for work during Shift A (8am-8pm) and at 2 times the hourly rate of pay for Shift B (8pm-8am). A shift shall

- be a 6-12-hour block of time with 15 minutes overlap for the purposes of shelter briefing.
- B. Exempt Staff labor plus applicable benefits. Shift A shall be 7:45 am 8:00 pm. Shift B shall be scheduled from 7:45 pm -8:00 am. A stipend rate of \$350.00 per shift for Shift A and \$400.00 per shift for Shift B shall be paid for shelter managers and other School Board considered exempt employees (i.e. not paid on an hourly rate.)
- C. Reimburse building operation expenses, replacement of food, fuel for buses, staff vehicles, generators, propane for kitchen use, utility usage (i.e. electricity, etc.) supplies, equipment, property damaged or stolen and the repairs or replacement of such property and buildings which have been used in shelter operations.
- D. Use its best efforts to recover funds from federal agencies when a declaration has been issued, and pursuant to FSS 400.062, which provide for nursing homes to utilize their Resident Protection Trust Fund to pay for transportation of residents upon the declaration of a state and local emergency, pursuant to Chapter 252, Florida Statutes. Pursuant to the terms of this agreement, these funds shall be obtained and retained by the County to offset the cost paid to the School Board.
- 7. The Parties agree that in the State of Florida, in the event a disaster has been declared, independent school districts do not have the legal responsibility to conduct hurricane evacuation sheltering services and therefore cannot apply directly to FEMA for reimbursement for such activities. Instead, any eligible costs incurred by the School Board should be reimbursed through a mutual aid agreement, as outlined below, with the County serving as the requesting entity and the School Board as the providing entity, which is considered a vendor. Accordingly, the County will bear the responsibility of providing reasonable notice and clearly conveying its expectations related to the information and documentation needed from the School Board. The School Board shall provide the necessary documentation within a reasonable amount of time when seeking reimbursements. Further, the County shall not unreasonably delay or withhold reimbursements. The County will bear the risk that FEMA does not approve full reimbursement of expenses or that a disaster is not declared.
- 8. The School Board will follow the process outlined below for invoicing:
 - A. If the County disputes a cost or expense, the County shall within thirty (30) days of receipt of the invoice, provide the School Board with a written explanation of the basis of the dispute with regard to the disputed cost, expense, or documentation, and the parties shall attempt to resolve the dispute in accordance with the provisions of this Agreement.
 - B. Parties agree to and shall be bound by arbitration before a neutral third party upon ninety (90) days written notice of a dispute related to reimbursement pursuant to this Section.

C. The School Board will submit an invoice to the Department of Public Safety's Finance Department with supporting documentation that will include employee name, job title, status (exempt, non-exempt, bargaining unit), FT/PT, hourly rate, benefit rate breakdown, regular and overtime hours separately, copies of time sheets, and purpose of work.

Section 10: PLANNING AND IMPLEMENTATION

- 1. The County and School Board agree to meet and confer regarding the preparation of emergency operations plans and procedures prior to June 1st of each year as necessary. At this meeting, The County and the School Board will determine their requirements to meet the County's needs for use of the School Board's facilities, transportation, and staffing, in order to carry out this Agreement. The Parties shall address and agree to:
 - A. Designate County and School Board representatives who shall coordinate the activities and services included in emergency operations.
 - B. Identify the duties and responsibilities of the appropriate County and School Board employees and agencies that are needed for emergency operations planning and implementation purposes.
 - C. Develop appropriate shelter management operations procedures.
 - D. Develop food service activity plan(s) and procedures.
 - E. Prepare and finalize a list of public schools designated as approved emergency public shelters fuel sites, and transportation needs this includes reviewing special needs and animal sheltering plans by June 1st each year.
 - F. If either party gives the other written notice to set a meeting under this subparagraph, the other party shall fully cooperate, and a meeting shall be set as soon as practicable; but in no event, shall the meeting occur more than ninety (90) days after written notice has been given unless both parties otherwise agree.
 - G. If the parties agree to proposed changes or amendments it shall be executed with the same formality as this document.

Section 11: LIABILITY AND INDEMNIFICATION

1. By this Agreement, the School Board recognizes that for the purposes stated, the School Board and the County are active participants in this community service endeavor. Each are cognizant of the provisions of Chapter 252, Florida Statutes, pertaining to "Emergency Management," particularly Section 252.51, Florida Statutes, insulating both the School Board and County from liability due to death of or injury to, any person on or about emergency shelter premises or for loss of, or damage to, the property of any such person unless the gross negligence or the willful and wanton misconduct of one of the Parties is

the proximate cause of such death, injury, loss or damage occurring during such sheltering period.

2. Liability for Damage or Injury:

- A. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its staff and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- B. <u>Personal Liability of Parties</u>: The parties acknowledge that this Agreement is entered into by two governmental entities. The patties agree that no individual elected official, employee, or representative of any party to this Agreement shall have any personal liability under this Agreement.

3. Indemnification:

- A. <u>Indemnification by the School Board</u>: Subject to the limitations of Section 768.28 of the Florida Statutes, including the dollar amount limitations therein, the School Board agrees to indemnify, hold harmless, and defend the County for the School Board's own negligence, gross negligence or the willful and wanton misconduct, from and against any and all claims, suits, actions, damages or causes of action arising from or in connection with the County's use of School Board Facilities during the term of this Agreement.
- B. <u>Indemnification by the County</u>: Subject to the limitations of Section 768.28 of the Florida Statutes, including the dollar amount limitations therein, the County agrees to indemnify, hold harmless, and defend the School Board for the County's own negligence, gross negligence or the willful and wanton misconduct, from and against any and all claims, suits, actions, damages or causes of action arising from or in connection with the County's use of the School Board facilities during the term of this Agreement.

Section 12: INSURANCE

- 1. The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The Parties further agree to provide each other with a copy of said insurance certificates.
- 2. For any services provided by the County or School Board to the other party, the service provider shall require its subcontractors, agents, or assigns to maintain the following insurance coverages, at its sole expense, as it relates to its Responsibilities stated herein this Agreement:
 - A. Commercial General Liability: general liability coverage for all operations, including, but limited to contractual liability, products and completed operations, and personal liability under an occurrence basis policy, with minimum limits of \$1,000,000.00 per

- occurrence and \$2,000,000.00 general aggregate, unless such party is subject to sovereign immunity limits, covering bodily injury and property damage.
- B. Workers Compensation Insurance for its employees in statutory limits as required by Florida law and Employers Liability not less than Five Hundred Thousand Dollars (\$500,000) each accident/disease.
- C. Professional Liability Insurance for any wrongful act, error, or omission applicable to any services where commercial general liability would exclude such operations/services and shall be in an amount not less than One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) aggregate, unless such party is subject to sovereign immunity limits, covering bodily or property damage. If claims made, the policy shall be maintained for at least three (3) years after the expiration or termination of this agreement

Section 13: DEFAULT

- 1. <u>Notice</u>: If a party to this Agreement (the "Defaulting Patty") fails to perform under this Agreement or fails to comply with the terms and conditions of this Agreement (a "Default"), the other party hereto (the "Non-Defaulting Party") shall send written notice (the "Default Notice") to the Defaulting Party, according to the notice requirements set forth in this Agreement.
- 2. Opportunity to Cure: The Defaulting Party shall have a period of thirty (30) days after receipt of the Default Notice to either cure its Default or to provide a written response to the Non-Defaulting Patty indicating the status of the Defaulting Patty's resolution of the Default and a schedule for the curing of the Default.
- 3. <u>Remedies</u>: If, within thirty (30) days after receipt of Default Notice, the Defaulting Patty fails to either cure its Default or to provide a written response to the Non- Defaulting Party's indicating the status of the Defaulting Party's resolution of the Default and a schedule for the curing of the Default, the Non-Defaulting Party may pursue any and all remedies available under Florida law.
- 4. <u>Legal Fees and Court Costs</u>: In the event of any litigation between the patties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

Section 14: GOVERNING LAW; COMPLIANCE WITH LAWS; VENUE

1. This Agreement will be interpreted and enforced in accordance with Florida law. The parties agree that they shall comply with all applicable federal, state, and local laws, ordinances, and codes, including but not limited to the Florida Building Code and the Americans with Disabilities Act. Venue for any action brought hereunder shall be proper exclusively in Hernando County, Florida.

Section 8: MODIFICATIONS

1. This Agreement may be modified or amended only by mutual written consent of the Parties. Notwithstanding the foregoing, the Parties agree that Emergency Shelter sites, fuel sites, and staffing/staff duties, may be amended or supplemented from time to time upon the mutual written agreement of the School Board's Superintendent and/or designee and the Director of the County's Public Safety Department without formal amendment hereto.

Section 15: NO THIRD-PARTY BENEFICIARIES

- 1. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.
- 2. All parties are in mutual agreement with the terms of this Agreement as evidenced by the signatures below. This Agreement will be effective upon authorized signature of each party's representative.
- 3. This Agreement will inure to the benefit of and be binding upon the School Board and County and their respective legal representatives, successors, and permitted assigns.

Section 16: DESIGNEES

1. The Superintendent shall be the party designated by the School Board to grant or deny all approvals required by this Agreement. The County Administrator shall be the party designated by the County to grant or deny all approvals required by this Agreement.

Section 17: FORCE MAJEURE

1. Non-performance by the School Board or County shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, pandemics, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

Section 18: PUBLIC RECORDS

1. The School Board and County are subject to Florida's Public Records Act, Chapter 119, Florida Statutes. Each party shall keep and maintain public records in connection with this agreement and shall ensure that public records that are exempt or confidential shall not be disclosed except as authorized by law. Upon request from the respective party's custodian of records, the other party shall provide the requested records or allow for inspection within a reasonable time as provided by law.

Section 19: INDEPENDENT CONTRACTOR STATUS

1. The parties agree that throughout the term of the contract and during the performance of the obligations hereunder, the School Board is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the County.

Section 20: NOTICES:

1. All notices and communications shall be in writing and must either be (a) hand-delivered, (b) sent by Federal Express or comparable overnight mail service, or (c) mailed by U.S. registered or certified mail return receipt requested, postage prepaid. Notices should be sent to the School Board and County at their respective addresses set folth below. Notice is effective upon delivery or refusal of delivery of notice. Any notice delivered after 5:00 p.m. will be deemed to be delivered on the following Business Day. The addressees and addresses for notice may be changed by giving notice. Until written notice of a change in address is delivered, the last addressee and address stated in this Agreement are in effect for all purposes.

If to the SCHOOL BOARD:

Office of Superintendent Attn: Superintendent of Schools 919 North Broad Street Brooksville, FL 34601

Copies to:

Department of Planning Attn: Director of Planning 919 North Broad Street Brooksville, FL 34601

Office of Legal Services Attn: School Board Attorney & General Counsel 919 North Broad Street Brooksville, FL 34601

If to the COUNTY:

Hernando County Government Attn: County Administrator 15470 Flight Path Dr. Brooksville, FL 34604

Copies to:

Hernando County Public Safety Attn: Director 15470 Flight Path Dr. Brooksville, FL 34604

Hernando County Government Attn: County Attorney

20 N Main St Rm 462 Brooksville, FL 34601

Section 21: MODIFICATIONS

1. This Agreement may be modified or amended only by mutual written consent of the Parties. Notwithstanding the foregoing, the Parties agree that Emergency Shelter sites, fuel sites, and staffing/staff duties, may be amended or supplemented from time to time upon the mutual written agreement of the School Board's Superintendent and/or designee and the Director of the County's Public Safety Department without formal amendment hereto.

Section 22: MISCELLANEOUS

- 1. The Parties represent that they have full authority to enter into and execute this Agreement. The drafting of this Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.
- 2. The invalidity of any provision hereof as may be found by a court of competent jurisdiction shall in no way affect or invalidate the remaining provisions of the Agreement.
- 3. The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

Section 23: ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between the School Board and the County concerning the purposes outlined herein and shall supersede and control any or all prior Agreements or understandings, either written or oral, relating to the matters herein.

Section 24. EFFECTIVE DATE

1. This agreement shall become effective upon approval of both the School Board and the County Commission. Either party may terminate this agreement with 60-days written notice upon the chief executive officer for the other party.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR HERNANDO COUNTY SCHOOL BOARD

ATTEST:	THE SCHOOL BOARD OF
	HERANDO COUNTY, FLORIDA
Ray Pinder, Superintendent	By:Shannon Rodriguez, Board Chair
	FOR COUNTY
WITNESS:	HERNANDO COUNTY, by and through t
(Signature)	its County Administrator, as authorized by the Hernando County Board of County Commissioners on , August, 2025.
(Print Name of Witness)	
	By:
	Jeff Rogers, P.E., County Administrator

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Councel, HCSD.

Staff Counsel, HCSD 11:46 am, 07/30/2025

$\frac{\text{MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.}}{\text{(For Donations, use Section B)}}$

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^{**} 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. 26-3248

8/26/2025

Title and Board Action Requested

Approval of Proportionate Share Mitigation Agreement for Pinery, formerly known as Seville Phase 1.

Executive Summary

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approval of Proportionate Share Mitigation Agreement for Pinery, formerly known as Seville Phase 1.

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.

After recording return to: Hernando County Public Schools Attn: Facilities and Construction Department 8016 Mobley Road Brooksville, Florida, 34601

SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT

PINERY (F/K/A) SEVILLE - PHASE I

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT ("Agreement"), is made by and among HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 20 North Main St., Brooksville, Florida 34601;, hereinafter referred to as "Local Government"; THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate of the State of Florida, hereinafter referred to as the "School Board", whose address is 919 North Broad St., Brooksville, FL 34601; and SV TAMPA LAND, L.P., a Delaware limited partnership, hereinafter referred to as the "Applicant" whose address is 8433 Enterprise Circle, Ste 100, Lakewood Ranch, FL 34202; and

WHEREAS, the Applicant is THE FEE SIMPLE OWNER of an approximately 244.41 acre parcel of real property located in Hernando County and generally located at Seville Parkway, 1 mile east of U.S. Hwy 19 ("Project Site"), the complete legal description for which is attached hereto as EXHIBIT "A." The Project Site is illustrated with a map appearing in EXHIBIT "B"; and

WHEREAS the Applicant has applied for CONDITIONAL PLAT approval from the Local Government pursuant to Application No. 241211 and to allow seven hundred eight (708) new single family dwelling units to be constructed on the Project Site ("Proposed Development"); and

WHEREAS, the Local Government has determined the Proposed Development is consistent with the future land use designation of its Comprehensive Plan and pertinent portions of the Comprehensive Plan; and

WHEREAS, the **Local Government** and School Board utilize data and methodologies contained in Florida Statutes, Department of Education, and the Hernando County Educational Facilities Impact Fee, as periodically updated; and

WHEREAS, the Local Government and the School Board have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards, as defined in the

Interlocal Agreement ("Standards" or "Level of Service" or "Level of Service Standards") and consistent with the terms of the current Interlocal Agreement for Public School Facility Planning between the School Board and the Local Governments, as may be amended from time to time (the "Interlocal Agreement") and the Local Government's public school facilities element, and capital improvement elements of the respective comprehensive plans; and

WHEREAS, at the adopted Level of Service Standards, adequate school capacity for forty-seven (47) high school students projected to be generated by the development is not available within the school Concurrency Service Area(s) ("Concurrency Service Area(s)") shall have the meaning as set forth in the Interlocal Agreement) in which the Proposed Development is located nor within any contiguous school Concurrency Service Area(s); and adequate school capacity will not be in place or under actual construction within three (3) years after the Local Government's approval of the Proposed Development; and

WHEREAS, authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in one or more applicable school Concurrency Service Area(s); and

WHEREAS, the parties agree that public school concurrency shall be satisfied by the Applicant's execution of this legally binding Agreement and payment of a mitigation amount proportionate to the demand for public school facilities to be created by these new residential dwelling units ("Proportionate Share Mitigation"); and

WHEREAS, it is the policy of the State of Florida that public educational facilities and services needed to support new residential development shall be available concurrently with the impact of such new residential development; and

WHEREAS, an appropriate mitigation option necessary to satisfy public school concurrency is payment of a Proportionate Share Mitigation for the Proposed Development, as more specifically described herein; and

WHEREAS, the **Local Government** has authority to issue a Certificate of Concurrency ("COC") for the Proposed Development contingent upon the payment of Proportionate Share Mitigation being guaranteed in an enforceable development agreement; and

WHEREAS, the **Applicant** is eligible for Educational Facilities Impact Fee credits for the payment of the Proportionate Share Mitigation for the Proposed Development in such amounts as are authorized by Hernando County Ordinance 2024-10, § IV (Ex. A).

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference as if fully set forth herein.

- 2. <u>PARTIES:</u> The Local Government, the School Board and the Applicant shall be collectively referred to as the "parties."
- 3. <u>LEGALLY BINDING COMMITMENT:</u> This Agreement constitutes a legally binding commitment by the **Applicant** to provide Proportionate Share Mitigation for the deficiency of school capacity needed for the number and type of new residential dwelling units on the Project Site for the Proposed Development sought to be approved by the **Local Government**.
- 4. <u>DESCRIPTION OF DEVELOPMENT USES</u>: The Proposed Development shall be developed to include a maximum of **SEVEN HUNDRED EIGHT SINGLE FAMILY DWELLING UNITS**. Construction of the dwelling units within the Proposed Development is anticipated to begin in the year **2025** and is anticipated to be complete in the year **2027**.

5. PROPORTIONATE SHARE MITIGATION:

- a. The **parties** agree the formula to calculate the total amount of the Proportionate Share Mitigation shall be: $p = (s a) \times (c + (c \times f))$, where
 - i. p = Proportionate Share Mitigation Amount, and
 - ii. s =Students (by school type) that will be generated by the Proposed Development (by housing type), and
 - iii. a = Available FISH capacity (by school type) or **zero** if no capacity is available, and
 - iv. $c = \text{Total Facility Cost per Student Station for forty-seven (47) high school high school level, as published in the Educational Facilities Impact Fee Update Study adopted by the School Board and in effect at the time when the Proportionate Share Mitigation is accepted plus authorized ancillary facility costs per student, and$
 - v. f = Student Station Cost Adjustment Factor (indexed to 2022=100) for the year in which the Proportionate Share Mitigation is accepted, as published by the Florida Legislative Office of Economic and Demographic Research (EDR).
- b. The **parties** agree that the payment of a Proportionate Share Mitigation in the total amount of TWO MILLION ONE HUNDRED ONE THOUSAND SEVEN HUNDRED SIXTY-SIX AND 00/100 DOLLARS (\$2,101,766) for the Proposed Development, is proportionate to the demand for public school facilities to be created by the actual development of the property and based on existing and actual school capacity deficit as determined pursuant to the Amended and Restated Interlocal Agreement.
- 6. SCHOOL CONCURRENCY ANALYSIS: Upon the final execution of this Agreement, the Superintendent shall provide the Local Government with a Finding of Available School Capacity, encumbering capacity for 98 Elementary, 49 Middle, and 66 high school students for the Proposed Development.

7. **TIMING:** The execution of this Agreement shall be a condition of the Conditional Plat approval, Site Plan approval, or its functional equivalent. The payment of the Proportionate Share Mitigation in full shall occur at the time of, and shall be a condition of the final plat approval, or its functional equivalent for the Proposed Development, but in no event later than the issuance of the first building permit. This payment shall be made directly to the **School Board**.

8. EDUCATIONAL FACILITIES IMPACT FEE CREDIT:

- a. In accordance with Section 163.3180(6)(h)(2)(b) and 163.31801(5)(a), Florida Statutes, as consideration for the payment of the Proportionate Share Mitigation as described in Section 5 above, the **Parties** agree that the **School Board** shall provide the **Applicant** a credit on a dollar-for-dollar credit basis at fair market value, in the amount of TWO MILLION ONE HUNDRED ONE THOUSAND SEVEN HUNDRED SIXTY SIXT AND 00/100 DOLLARS (\$2,101,766) toward Educational Facilities impact fees ("Impact Fee Credits") in the form of the Hernando County Educational Facilities Impact Fee Voucher attached hereto as Exhibit "C" (the "Voucher"). The number of units set forth in the Voucher will be based upon the rate of Impact Fees at the time of the Proportionate Share Mitigation payment and shall be rounded down to the nearest unit. In no event will the dollar amount of the Proposed Development.
 - i. As an example, the Educational Impact Fee as of July 1, 2025, is \$6,135.00 per single family home. Assuming the payment is in the amount of \$350,000.00, it would result in a voucher for 57.04 single family home units, which would be rounded down to 57 units and the actual payment would be \$349,695. If the impact fee rate is increased after the issuance of the Voucher, the Voucher would nevertheless be valued at 57 single family residential units. The same calculation method would apply to other housing types, such as multi-family.
- b. **Applicant** may assign the Voucher, in whole or in part, pursuant to Section 163.31801(10). To accomplish said transaction, the School Board shall, within thirty (30) days of receipt of a written request from the Applicant, reassign the Voucher in whole or in part, to any other development or parcel within the school district. Should, at any time, the total number of units set forth in the Proposed Development exceed the number of units set forth in Voucher(s) issued, the **Applicant** shall pay the then current impact fee amount for each unit above the total amount of units in the issued vouchers. The **Applicant** shall provide the Voucher(s) to the **Local Government** at the time of impact fee payment.
- 9. **SCHOOL CAPACITY IMPROVEMENT:** The **School Board** agrees to apply the Proportionate Share Mitigation contributed by the **Applicant** toward a school capacity improvement identified in its 5-year Educational Facilities Work Program and if no project has been identified, the **School Board** shall set aside the funds, and not spend same until an improvement has been identified which satisfies the demands created by the Development Proposal in accordance with this Agreement.

- 10. <u>IMPACT FEES</u>. The payment of Educational Facilities impact fees shall be the responsibility of the **Applicant** for each dwelling unit constructed on the Property and shall be due at the time of building permit issuance. The **Applicant's** payment of Educational Facilities impact fees shall be collected, transmitted, and reported in conformance with and according to the Educational Facilities Impact Fee Ordinance, and as set forth on EXHIBIT "D" attached hereto and incorporated herein by reference.
- 11. **TERMINATION**. This Agreement shall terminate, and **Applicant** shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the **School Board** agrees to an extension of this Agreement, if one of the following occurs:
 - a. Upon final approval of the conditional plat, the developer shall have two (2) years to be granted construction plan approval. In no case shall the conditional plat be valid for more than five (5) years from the original date of approval; or
 - b. Applicant fails to fully pay the Proportionate Share Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days; or
 - c. The **Applicant** fails to obtain at least one building permit for a unit other than a model home within three (3) years of recording of the plat or, if a plat is not required, within three (3) years of final approval of the site plan, or its equivalent. In such case, unless for good cause shown by the **Applicant**, this Agreement shall be terminated and, other than capacity associated with a payment of Proportionate Share Mitigation, any encumbered or reserved school capacity shall be returned to its applicable capacity bank.
 - d. The **Applicant** shall not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement prior to termination.
- 12. **NO GUARANTEE OF LAND USE/ZONING:** Nothing in the Agreement shall require the **Local Government** to approve any land use amendment or rezoning application associated with the Project Site.
- 13. **EFFECTIVE DATE:** This Agreement shall become effective immediately upon the occurrence of all the following:
 - a. Signatory execution by the Applicant
 - b. Adoption and approval of this Agreement by the Local Government;
 - c. Adoption and approval of this Agreement by the School Board;
 - d. The recordation of a fully executed original of this Agreement in the official records of Hernando County, Florida, at the expense of **Applicant**; and
 - e. The expiration of any and all appeal periods for any challenge to the approval of this Agreement.
- 14. **TERM:** This Agreement shall automatically terminate and expire upon the first occurrence of any of the following:
 - a. The full performance by all parties hereto of each and every one of their respective obligations arising under the terms of this Agreement.

- b. The execution of a written agreement by all **parties**, or their successors in interest, providing for the cancellation and termination of this Agreement.
- c. The expiration or termination of either the COC or permitted authorization of related horizontal or vertical construction.
- d. Ten (10) years from the Effective Date.
- 15. **DEFAULT:** If any party to this Agreement materially defaults under the terms hereof, then the **Local Government or School Board** shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the **Applicant** of the property described herein fail to timely cure a default in meeting their obligations set forth herein, the COC, issued based upon payment and/or performance hereunder, this Agreement shall be voided and the **Applicant** and the property described herein shall lose their right to school concurrency under this Agreement and their right to any Educational Facilities Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property site dependent upon such COC shall cease and no further permits shall be issued by the Local Government, until and unless the agreement is reinstated or the default is cured or capacity becomes available and a new COC is issued. Should the **Local Government** or the **School Board** fail to timely cure a default in meeting their obligations set forth herein, **Applicant** may seek any and all remedies available to it by law.
- 16. **VENUE**; **CHOICE OF LAW**: Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Hernando County, Florida, and shall be governed by the laws of the State of Florida.
- 17. **RELEASE**. Upon the performance of all obligations of all Parties hereto, the School Board and the Local Government shall release the Applicant from this Agreement, and the Applicant shall release the School Board and the Local Government from all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Applicant's expense in the Official Records of Hernando County, Florida, evidencing such performance.
- 18. <u>CAPTIONS AND PARAGRAPH HEADINGS:</u> Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.
- 19. **NO WAIVER:** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 20. **EXHIBITS:** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

- 21. **FURTHER ASSURANCES:** The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
- 22. **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed be all the parties to this Agreement.
- 23. <u>ASSIGNMENT:</u> This Agreement runs with the land. The **Applicant** may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the parties. At the election of the **School Board**, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the parties with a copy of the written assignment within ten (10) days of the date of execution of same.
- 24. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is made for the sole benefit and protection of the parties, their successors and assigns, and no other persons shall have any right of action hereunder.
- 25. **COUNTERPARTS:** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.
- 26. <u>RECORDING OF THIS AGREEMENT:</u> The **Applicant** shall record this Agreement, at its expense in the Hernando County Public Records. The Applicant shall provide a copy to the **Local Government** and the **School Board**.
- 27. MERGER CLAUSE: This Agreement sets forth the entire agreement among the parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the parties.
- 28. **SEVERABILITY:** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.
- 29. **STATUTORY COMPLIANCE:** This Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes (2024), as amended from time to time.

30. **NOTICES:** Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for who it is intended at the place last specified, delivered via overnight mail signature required (FEDEX), or via electronic mail with delivery receipt provided. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the parties designate the following as the respective places for giving notice:

FOR HERNANDO COUNTY: County Administrator

15470 Flight Path Drive Brooksville, FL 34604

FOR SCHOOL BOARD: Superintendent

Hernando County School District

919 North Broad Street Brooksville, FL 34601

With a Copy to: School Board Attorney

School Board of Hernando County

919 North Broad Street Brooksville, FL 34601

Manager of Planning, Design & Construction

Hernando County School District

8016 Mobley Road Brooksville, FL 34601

FOR APPLICANT: SV Tampa Land LP

8433 Enterprise Circle

Suite 100

Lakewood Ranch, Florida 34202

[Intentionally Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates above each signature:

SCHOOL DISTRICT

WITNESSES:	SCHOOL DISTRICT OF HERNANDO COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of
Print Name:	Florida
Address	
	Shannon Rodriguez
Duint Name	Title: School Board Chair
Print Name:Address	
11ddiess	
STATE OF FLORIDA COUNTY OF HERNANDO	
COUNTY OF HERNANDO The foregoing instrument was acknown	vledged before me by means of □ physical present or □, 202, by
COUNTY OF HERNANDO The foregoing instrument was acknown online notarization, thisday of	
COUNTY OF HERNANDO The foregoing instrument was acknown online notarization, thisday of	, 202, by
COUNTY OF HERNANDO The foregoing instrument was acknown online notarization, thisday of	Notary Public of Florida PRINT, TYPE OR STAMP NAME OF NOTARY
COUNTY OF HERNANDO The foregoing instrument was acknow online notarization, thisday of	, 202, by Notary Public of Florida PRINT, TYPE OR STAMP NAME OF

APPLICANT

Signed, witnessed, executed, and acknowle	dged on this 18 day of August, 2025
WITNESSES:	APPLICANT:
	SV TAMPA LAND, L.P.
Print Name: Nicole Schuyler Address 8433 Entrophise Cir Steloo	By:
Lakewood kanch fr 3420Z	To Pi
A li Vlumo	Print
Print Name: Jolio Chung	Δ 11 - 0 < · +
Address 8433 Enterprise Cir Ste 100	Muthonzed Signature
Laxenood Ranch FC 34233	Title
STATE OF FLORIDA	
COUNTY OF MANATEE	
The foregoing instrument was acknowledged online notarization, this _IB_day of _AUS,AUTH SIGNOR.	before me by means of physical present or Double before me by means of physical present or Double before me by means of physical present or Double before me by means of physical present or Double before me by means of physical present or Double before me by means of physical present or Double before me by means of physical present or Double before me by means of physical present or Double before me by means of physical present or Double before me by means of physical present or Double before me by means of physical present or Double before me by means of physical present or Double before me by means of physical present or Double before me by means of physical present or Double before me by the physical present or Double before me by the physical present or Double before me by the physical present of the physica
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Commission # HH 684085 Expires June 4, 2029	NOTARY JENNIFER LAPEMINA
· · ·	Personally known
•	OR Produced Identification
	Type of Identification Produced

LOCAL GOVERNMENT HERNANDO COUNTY

ATTEST:	
	By:
By:	
Print Name:	
Title:	Print
	Title
	Title
WITNESSES:	
Print Name:	
Address	
TO 1 ANY	
Print Name:	
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STATE OF FLORIDA	
COUNTY OF HERNANDO	
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	PRINT, TYPE OR STAMP NAME OF
	NOTARY
	NOTART
	Personally known
	OR Produced Identification
	Type of Identification Produced
	Type of identification reduced

Exhibit "A"

Parcel ID# and Description

Parcel ID: R05 421 18 0000 0010 0000

Parcel Key: 01099992

PARCEL 1:

"SEVILLE RESIDENTIAL PARCEL"

THOSE PORTIONS OF TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

- (I) THAT PART OF SECTION 4 THAT LIES WEST OF THE EAST LINE OF FLORIDA POWER CORPORATION TOWERLINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 611, PAGE 299, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA;
- (II) THAT PART OF THE NORTH 350.00 FEET OF SECTION 4 LYING SOUTHERLY AND WESTERLY OF U.S. HIGHWAY 98 AND LYING EASTERLY OF A FLORIDA POWER CORPORATION TRANSMISSION LINE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 611, PAGE 299, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA;
- (III) ALL OF SECTION 5;
- (IV) THE NORTH 1/2 OF SECTION 8;
- (V) THAT PART OF THE NORTHWEST 1/4 OF SECTION 9 THAT LIES WEST OF THE EAST LINE OF THE FLORIDA POWER CORPORATION TOWERLINE DESCRIBED IN OFFICIAL RECORDS BOOK 611, PAGE 299, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; (VI) INTENTIONALLY OMITTED.

(VII) INTENTIONALLY OMITTED.

LESS AND EXCEPTING FROM THE AFORESAID PARCELS OF LAND, THE FOLLOWING PARCELS OF LAND:

LESS OUT NO. 1:

THOSE PORTIONS THEREOF PLATTED AS SEVILLE PARKWAY PHASE ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 24, 25, AND 26, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA;

LESS OUT NO. 2:

THOSE PORTIONS THEREOF PLATIED AS SEVILLE GOLF COMMUNITY THE BARCELONA, UNIT I, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 27 AND 28, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; LESS OUT NO. 3:

FEE SIMPLE RIGHT OF WAY

A PORTION OF THE LAND LOCATED IN SECTIONS 3 AND 4, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 1102, PAGE 1664, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 3.5 INCH BY 3.5 INCH CONCRETE MONUMENT WITH A 1/4 INCH NAIL AND 3/4 INCH DISK MARKED MOORHEAD ENG. CO. MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; THENCE N.00°15'06"E., ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1074.12 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF- WAY LINE OF S.R. 700 (U.S. 98), DOT SECTION #0808-101; THENCE N.48°03'06"W. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2340.92 FEET; THENCE S.41°56'54"W., A DISTANCE OF 32.00 FEET; THENCE N.48°03'06"W., A DISTANCE OF 1000.00 FEET; THENCE N.41°56'54"E., A DISTANCE OF 32.00 FEET; THENCE N.48°03'06"W., A DISTANCE OF 200.91 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF A FLORIDA POWER CORPORATION TRANSMISSION LINE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 111, PAGE 230 OF THE OFFICIAL RECORDS OF HERNANDO COUNTY, FLORIDA FOR A POINT OF BEGINNING: THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF S.R. 700, S.00°15'26"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 91.78 FEET; THENCE LEAVING SAID BOUNDARY LINE N.56°33'12"W., A DISTANCE OF 47.44 FEET; THENCE S.41°56'54"W., A DISTANCE OF 63.00 FEET; THENCE N.48°03'06"W., A DISTANCE OF 463.83 FEET; THENCE N.41°56'54"E., A DISTANCE OF 63.00 FEET; THENCE N.48°03'06"W., A DISTANCE OF 212.79FEET; THENCE S.60°20'37"W., A DISTANCE OF 534.46 FEET; THENCE N.40°48'35"W., A DISTANCE OF 360.68 FEET; THENCE N.52°21'22"E., A DISTANCE OF 480.59 FEET; THENCE N.48°03'06"W ., A DISTANCE OF 1771.97 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; THENCE N.89°51'44"E., ALONG SAID NORTH LINE, A DISTANCE OF 95.49 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF S.R. 700 (U.S. 98), DOT SECTION #0808-101; THENCE DEPARTING SAID NORTH LINE OF SECTION 4, S.48°03'06"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2802.63 FEET TO THE POINT OF BEGINNING.

LESS OUT NO. 4:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE N.00°17'12"E. ALONG THE WEST BOUNDARY OF SAID SECTION 4, A DISTANCE OF 1449.92 FEET; THENCE S.89°42'48"E., A DISTANCE OF 214.95 FEET FOR A POINT OF BEGINNING; THENCE N.89°55'36"£., A DISTANCE OF 150.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF A FLORIDA POWER CORPORATION POWERLINE EASEMENT AS PER OFFICIAL RECORDS BOOK 611, PAGE 299, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE N.00°04'24"W. ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 465.36 FEET; THENCE S.89°55'36"W., A DISTANCE OF 60.00 FEET; THENCE S.00°04'24"E., A DISTANCE OF 315.36 FEET; THENCE S.89°55'36"W., A DISTANCE OF 90.00 FEET; THENCE S.00°04'24"E., A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

LESS OUT NO. 5:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; RUN THENCE NORTH 00°17'12" EAST ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 4, 1389.40 FEET; RUN THENCE SOUTH 89°41'48" EAST, A DISTANCE OF 185.34

FEET TO THE POINT OF BEGINNING; RUN THENCE NORTH 89°55'38" EAST, A DISTANCE OF 180.00 FEET TO A POINT ON THE WEST BOUNDARY OF A 100 FOOT FLORIDA POWER CORPORATION EASEMENT; RUN THENCE SOUTH 00°04'22" EAST ALONG SAID WEST BOUNDARY 240.00 FEET; RUN THENCE SOUTH 89°55'38" WEST, A DISTANCE OF 180.00 FEET; RUN THENCE NORTH 00°04'22" WEST, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING.

LESS OUT NO. 6:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, THENCE N00°17'12"E ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4 BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION A DISTANCE OF 1,075.30 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"W LEAVING SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 4 A DISTANCE OF 90.94 FEET; THENCE N00°01'50"E, A DISTANCE OF 260.54 FEET; THENCE N48°49'24"E, A DISTANCE OF 480.09 FEET; THENCE N 00°05'41" W, A DISTANCE OF 262.41 FEET; THENCE S89°59'54"E, A DISTANCE OF 36.00 FEET; THENCE S00°05'41"E, A DISTANCE OF 315.40 FEET; THENCE S89°55'24"W, A DISTANCE OF 89.98 FEET; THENCE S00°03'08"E, A DISTANCE OF 150.09 FEET; THENCE N89°53'31"E, A DISTANCE OF 149.99 FEET; THENCE S00°04'42"E, A DISTANCE OF 60.34 FEET; THENCE S89°56'14"W, A DISTANCE OF 179.88 FEET; THENCE S00°04'10"E, A DISTANCE OF 313.17 FEET; THENCE N90°00'00"W, A DISTANCE OF 187.37 FEET TO THE POINT OF BEGINNING.

LESS OUT NO. 7:

ANY PORTION LYING WITHIN THE RIGHT OF WAY OF SEVILLE PARKWAY AND THE RIGHT OF WAY OF SEVILLE CLUBHOUSE DRIVE.

LESS OUT NO. 8:

THAT PORTION OF NORTH 350.00 FEET OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 18 EAST, LYING SOUTHERLY AND WESTERLY OF U.S. HIGHWAY 98 AND LYING EASTERLY OF A FLORIDA POWER CORPORATION TRANSMISSION LINE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 611, PAGE 299, HERNANDO COUNTY RECORDS, WHICH PORTION WAS CONVEYED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1215, PAGE 1051, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

PARCEL 2:

DRAINAGE RETENTION AREA:

TIIAT CERTAIN DRAINAGE RETENTION AREA LYING IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA, AS SHOWN AS DRAINAGE RETENTION AREA ON THE PLAT OF SEVILLE PARKWAY, PHASE I, PLAT BOOK 27, PAGES 24 THROUGH 26, PUBLIC

RECORDS OF HERNANDO COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED, ACCORDING TO SAID PLAT, AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE SERVICE ROAD ADJACENT TO THE SOUTH RIGHT-OF-WAY LINE OF SEVILLE PARKWAY AND THE EAST RIGHT-OF- WAY OF U.S. HIGHWAY 19; THENCE GO SOUTH 89°58'09" EAST FOR 193.26 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A DELTA ANGLE OF 01°25'02", A RADIUS OF 2256.22 FEET, AN ARC AND CHORD DISTANCE OF 55.81 FEET AND A CHORD BEARING OF SOUTH 89°15'38" EAST TO A POINT OF COMPOUND CURVE; CONTINUE ALONG A CURVE CONCAVE TO THE SOUTHWEST, WITH A DELTA ANGLE OF 88°36'27", A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.66 FEET, A CHORD DISTANCE OF 34.92 FEET AND A CHORD BEARING OF SOUTH 44°14'53" EAST; THENCE SOUTH 00°03'20" WEST FOR 202.72 FEET; THENCE NORTH 89°49'31" WEST FOR 272.98 FEET TO A POINT ON THE EAST RIGHT- OF-WAY LINE OF U.S. HIGHWAY 19; THENCE NORTH 00°03'59" WEST ALONG SAID RIGHT- OF-WAY LINE FOR 227.73 FEET TO THE POINT OF BEGINNING.

PARCEL 3: INTENTIONALLY OMITTED

PARCEL 4:

SEWAGE TREATMENT/WATER PLANT:

THAT PART OF THE EAST 2000.00 FEET OF THE SOUTH ½ OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, LYING NORTH OF SEVILLE PARKWAY PHASE ONE AS PER THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 24 THROUGH 26, INCLUSIVE, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

PARCEL 5: INTENTIONALLY OMITTED

Exhibit "B"
Map or Plan Identifying Property

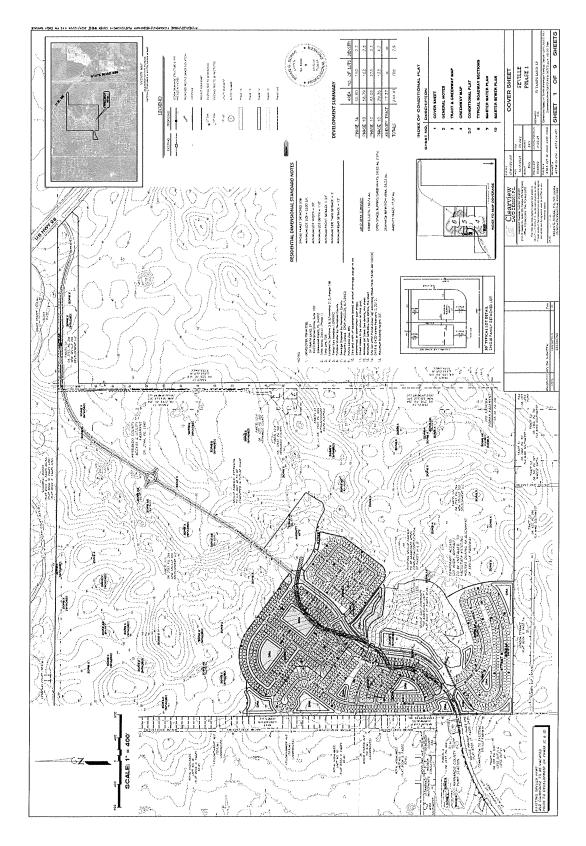


Exhibit "C"

Hernando County School Board Educational Facilities Impact Fee Credit Voucher PINERY F/K/A SEVILLE PHASE I

	Date of Finding of Available School Capacity:
2.	Name of Developer/Applicant:
4. [5.	Address of Developer/Applicant: Legal description of subject property: See Exhibit "A" - Attachment 1. Subdivision or Master Development Plan name: Local Government Development Application Number:
Dev	undersigned School Board Official confirms that it has received from the veloper/Applicant named above, Proportionate Share Mitigation for [elementary] [middle] [sh] school capacity on the day of, 2025, as shown below.
	School Board Official gives notice to Local Government that the following sums should be dited towards the Educational Facilities Impact Fee obligations of the Developer/Applicant.
	1. Date of Proportionate Share Payment
	2. Amount of Proportionate Share Payment
	3. Impact Fee per unit at Time of Proportionate Share Payment
	4. Impact Fee Credits issued (Line 2 divided by line 3.)
	By:
	Print:
	Title:

Impact Fee Credit Redemption PINERY F/K/A SEVILLE PHASE I

Date	Available	Credits	Remaining	County/City Staff	Signature of County/City
Credits	Credits	Redeemed	Credits	Accepting Credits	Staff Accepting Credits
Redeemed					
			• • • • • • • • • • • • • • • • • • • •		
			·		

Exhibit "D"

EDUCATIONAL FACILITIES IMPACT FEE

- 1. Impact Fees Established. The County has adopted the Hernando County Educational Facilities Impact Fee Ordinance (the "Impact Fee Ordinance"), codified at Chapter 23, Article III, of the Hernando County Code, to assure that new development which creates a need for educational facilities bears a proportionate share of the cost of capital expenditures necessary to provide the educational facilities necessitated by such development ("Impact Fee"). The Impact Fee amount is established pursuant to the Impact Fee Ordinance and is due and payable upon the issuance of a building permit by the respective Local Governments except as otherwise provided in the Impact Fee Ordinance.
- 2. Collection of Impact Fees. Each Local Government shall collect the Impact Fee for each building permit resulting in a new impact generated by ordinance or resolution. The ultimate calculation of the Impact Fee amount shall be based on the timing of the submittal of a complete building permit application, with the Impact Fee payable at the time of building permit issuance. The permitting Local Government shall be solely responsible for determining the amount of any Impact Fee due at the time of building permit issuance.
- 3. Administrative Costs. In accordance with the Florida Impact Fee Act, it is agreed by the Parties that the Local Governments may retain the actual costs incurred in collecting the Impact Fees. Each Local Government is responsible for providing for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund and providing same to the School Board on an annual basis.
- 4. Remittance of Impact Fees. The Local Governments shall remit the collected Impact Fees minus the administrative fee, as described above, to the School Board pursuant to Hernando County Code of Ordinance, Chapter 23, Article III, Section 23-71. as prescribed by Ordinance or Resolution. Remittance may be through wire transfer to the School Board, through check payable to the Hernando County School Board, or through other method mutually agreed to between the Local Government as payor and the School Board as payee.
- **5. Reporting.** Each Local Government shall, in addition to the monthly transfer of the Impact Fees, remit to the School Board a report accounting for the total Impact Fees collected for the month and the administrative fees retained by the Local Government. The reports shall specify the dates the fees were paid, Parcel Identification Number, Impact Fee paid per parcel, total Impact Fee paid including allocations, applicant's name, property description, use code, and the financial payment history (including date of payment to the School Board and check number). Should no Impact Fees be

collected for the month, the Local Government shall report to the School Board that no Impact Fees are to be remitted because no Impact Fees were collected by the Local Government.

$\frac{\text{MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.}}{\text{(For Donations, use Section B)}}$

Original Approved + Amendments - Expenditures / Exp	Account Name			No	Financial I	mpact	t					
Original Approved + Amendments - Expenditures / Exp	Account Number									_		
Approved + Amendments - Encumbrances = Available - Request = Balance Available S			Fund		Function		Object		Cost Center		Project	Sub Project
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^{**} 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. 26-3249

8/26/2025

Title and Board Action Requested

Approval of Proportionate Share Mitigation Agreement for Rolling Rock Townhomes

Executive Summary

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approval of Proportionate Share Mitigation Agreement for Rolling Rock Townhomes.

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.

After recording return to: Hernando County Public Schools Attn: Facilities and Construction Department 8016 Mobley Road Brooksville, Florida, 34601

SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT

ROLLING ROCK TOWNHOMES

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT ("Agreement"), is made by and among HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 20 North Main St., Brooksville, Florida 34601;, hereinafter referred to as "Local Government"; THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate of the State of Florida, hereinafter referred to as the "School Board", whose address is 919 North Broad St., Brooksville, FL 34601; and GTC, LLLP, a Florida limited liability limited partnership, hereinafter referred to as the "Applicant" whose address is 6915 SR 54, New Port Richey, Florida, 34653; and

WHEREAS, the Applicant is THE FEE SIMPLE OWNER of an approximately 6.91 acre parcel of real property located in Hernando County and generally located at on Rolling Rock Drive near the 12200 block of Cortez Boulevard ("Project Site"), the complete legal description for which is attached hereto as EXHIBIT "A." The Project Site is illustrated with a map appearing in EXHIBIT "B"; and

WHEREAS the Applicant has applied for CONDITIONAL PLAT approval from the Local Government pursuant to Application No. 1498214 and to allow seventy-six (76) new single family dwelling units to be constructed on the Project Site ("Proposed Development"); and

WHEREAS, the Local Government has determined the Proposed Development is consistent with the future land use designation of its Comprehensive Plan and pertinent portions of the Comprehensive Plan; and

WHEREAS, the Local Government and School Board utilize data and methodologies contained in Florida Statutes, Department of Education, and the Hernando County Educational Facilities Impact Fee, as periodically updated; and

WHEREAS, the Local Government and the School Board have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards, as defined in the

Interlocal Agreement ("Standards" or "Level of Service" or "Level of Service Standards") and consistent with the terms of the current Interlocal Agreement for Public School Facility Planning between the School Board and the Local Governments, as may be amended from time to time (the "Interlocal Agreement") and the Local Government's public school facilities element, and capital improvement elements of the respective comprehensive plans; and

WHEREAS, at the adopted Level of Service Standards, adequate school capacity for **four (4) high school** students projected to be generated by the development is not available within the school Concurrency Service Area(s) ("Concurrency Service Area(s)") shall have the meaning as set forth in the Interlocal Agreement) in which the Proposed Development is located nor within any contiguous school Concurrency Service Area(s); and adequate school capacity will not be in place or under actual construction within three (3) years after the Local Government's approval of the Proposed Development; and

WHEREAS, authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in one or more applicable school Concurrency Service Area(s); and

WHEREAS, the parties agree that public school concurrency shall be satisfied by the Applicant's execution of this legally binding Agreement and payment of a mitigation amount proportionate to the demand for public school facilities to be created by these new residential dwelling units ("Proportionate Share Mitigation"); and

WHEREAS, it is the policy of the State of Florida that public educational facilities and services needed to support new residential development shall be available concurrently with the impact of such new residential development; and

WHEREAS, an appropriate mitigation option necessary to satisfy public school concurrency is payment of a Proportionate Share Mitigation for the Proposed Development, as more specifically described herein; and

WHEREAS, the Local Government has authority to issue a Certificate of Concurrency ("COC") for the Proposed Development contingent upon the payment of Proportionate Share Mitigation being guaranteed in an enforceable development agreement; and

WHEREAS, the Applicant is eligible for Educational Facilities Impact Fee credits for the payment of the Proportionate Share Mitigation for the Proposed Development in such amounts as are authorized by Hernando County Ordinance 2024-10, § IV (Ex. A).

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. <u>INCORPORATION OF RECITALS:</u> The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference as if fully set forth herein.

- 2. **PARTIES:** The **Local Government**, the **School Board** and the **Applicant** shall be collectively referred to as the "parties."
- 3. **LEGALLY BINDING COMMITMENT:** This Agreement constitutes a legally binding commitment by the **Applicant** to provide Proportionate Share Mitigation for the deficiency of school capacity needed for the number and type of new residential dwelling units on the Project Site for the Proposed Development sought to be approved by the **Local Government**.
- 4. <u>DESCRIPTION OF DEVELOPMENT USES</u>: The Proposed Development shall be developed to include a maximum of **SEVENTY SIX SINGLE FAMILY DWELLING** UNITS. Construction of the dwelling units within the Proposed Development is anticipated to begin in the year 2025 and is anticipated to be complete in the year 2027.

5. PROPORTIONATE SHARE MITIGATION:

- a. The **parties** agree the formula to calculate the total amount of the Proportionate Share Mitigation shall be: $p = (s a) \times (c + (c \times f))$, where
 - i. p = Proportionate Share Mitigation Amount, and
 - ii. s =Students (by school type) that will be generated by the Proposed Development (by housing type), and
 - iii. **a** = Available FISH capacity (by school type) or **zero** if no capacity is available, and
 - iv. c = Total Facility Cost per Student Station for **four (4) high school high** school level, as published in the Educational Facilities Impact Fee Update Study adopted by the School Board and in effect at the time when the Proportionate Share Mitigation is accepted plus authorized ancillary facility costs per student, and
 - v. f = Student Station Cost Adjustment Factor (indexed to 2022=100) for the year in which the Proportionate Share Mitigation is accepted, as published by the Florida Legislative Office of Economic and Demographic Research (EDR).
- b. The **parties** agree that the payment of a Proportionate Share Mitigation in the total amount of ONE HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 00/100 DOLLARS (\$178,873) for the Proposed Development, is proportionate to the demand for public school facilities to be created by the actual development of the property and based on existing and actual school capacity deficit as determined pursuant to the Amended and Restated Interlocal Agreement.
- 6. <u>SCHOOL CONCURRENCY ANALYSIS:</u> Upon the final execution of this Agreement, the Superintendent shall provide the Local Government with a *Finding of Available School Capacity*, encumbering capacity for 6 Elementary, 3 Middle, and 4 high school students for the Proposed Development.

7. **TIMING:** The execution of this Agreement shall be a condition of the Conditional Plat approval, Site Plan approval, or its functional equivalent. The payment of the Proportionate Share Mitigation in full shall occur at the time of, and shall be a condition of the final plat approval, or its functional equivalent for the Proposed Development, but in no event later than the issuance of the first building permit. This payment shall be made directly to the **School Board**.

8. EDUCATIONAL FACILITIES IMPACT FEE CREDIT:

- a. In accordance with Section 163.3180(6)(h)(2)(b) and 163.31801(5)(a), Florida Statutes, as consideration for the payment of the Proportionate Share Mitigation as described in Section 5 above, the **Parties** agree that the **School Board** shall provide the **Applicant** a credit on a dollar-for-dollar credit basis at fair market value, in the amount of ONE HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 00/100 DOLLARS (\$178,873) toward Educational Facilities impact fees ("Impact Fee Credits") in the form of the Hernando County Educational Facilities Impact Fee Voucher attached hereto as Exhibit "C" (the "Voucher"). The number of units set forth in the Voucher will be based upon the rate of Impact Fees at the time of the Proportionate Share Mitigation payment and shall be rounded down to the nearest unit. In no event will the dollar amount of the Proportionate Share Mitigation exceed the dollar amount of the Impact Fees due for the Proposed Development.
 - i. As an example, the Educational Impact Fee as of July 1, 2025, is \$6,135.00 per single family home. Assuming the payment is in the amount of \$350,000.00, it would result in a voucher for 57.04 single family home units, which would be rounded down to 57 units and the actual payment would be \$349,695. If the impact fee rate is increased after the issuance of the Voucher, the Voucher would nevertheless be valued at 57 single family residential units. The same calculation method would apply to other housing types, such as multi-family.
- b. **Applicant** may assign the Voucher, in whole or in part, pursuant to Section 163.31801(10). To accomplish said transaction, the School Board shall, within thirty (30) days of receipt of a written request from the Applicant, reassign the Voucher in whole or in part, to any other development or parcel within the school district. Should, at any time, the total number of units set forth in the Proposed Development exceed the number of units set forth in Voucher(s) issued, the **Applicant** shall pay the then current impact fee amount for each unit above the total amount of units in the issued vouchers. The **Applicant** shall provide the Voucher(s) to the **Local Government** at the time of impact fee payment.
- 9. **SCHOOL CAPACITY IMPROVEMENT:** The **School Board** agrees to apply the Proportionate Share Mitigation contributed by the **Applicant** toward a school capacity improvement identified in its 5-year Educational Facilities Work Program and if no project has been identified, the **School Board** shall set aside the funds, and not spend same until an improvement has been identified which satisfies the demands created by the Development Proposal in accordance with this Agreement.

- 10. <u>IMPACT FEES</u>. The payment of Educational Facilities impact fees shall be the responsibility of the **Applicant** for each dwelling unit constructed on the Property and shall be due at the time of building permit issuance. The **Applicant's** payment of Educational Facilities impact fees shall be collected, transmitted, and reported in conformance with and according to the Educational Facilities Impact Fee Ordinance, and as set forth on EXHIBIT "D" attached hereto and incorporated herein by reference.
- 11. <u>TERMINATION</u>. This Agreement shall terminate, and **Applicant** shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the **School Board** agrees to an extension of this Agreement, if one of the following occurs:
 - a. Upon final approval of the conditional plat, the developer shall have two (2) years to be granted construction plan approval. In no case shall the conditional plat be valid for more than five (5) years from the original date of approval; or
 - b. Applicant fails to fully pay the Proportionate Share Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days; or
 - c. The **Applicant** fails to obtain at least one building permit for a unit other than a model home within three (3) years of recording of the plat or, if a plat is not required, within three (3) years of final approval of the site plan, or its equivalent. In such case, unless for good cause shown by the **Applicant**, this Agreement shall be terminated and, other than capacity associated with a payment of Proportionate Share Mitigation, any encumbered or reserved school capacity shall be returned to its applicable capacity bank.
 - d. The **Applicant** shall not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement prior to termination.
- 12. **NO GUARANTEE OF LAND USE/ZONING:** Nothing in the Agreement shall require the **Local Government** to approve any land use amendment or rezoning application associated with the Project Site.
- 13. **EFFECTIVE DATE:** This Agreement shall become effective immediately upon the occurrence of all the following:
 - a. Signatory execution by the Applicant
 - b. Adoption and approval of this Agreement by the Local Government;
 - c. Adoption and approval of this Agreement by the School Board;
 - d. The recordation of a fully executed original of this Agreement in the official records of Hernando County, Florida, at the expense of **Applicant**; and
 - e. The expiration of any and all appeal periods for any challenge to the approval of this Agreement.
- 14. <u>TERM:</u> This Agreement shall automatically terminate and expire upon the first occurrence of any of the following:
 - a. The full performance by all parties hereto of each and every one of their respective obligations arising under the terms of this Agreement.
 - b. The execution of a written agreement by all **parties**, or their successors in interest, providing for the cancellation and termination of this Agreement.

- c. The expiration or termination of either the COC or permitted authorization of related horizontal or vertical construction.
- d. Ten (10) years from the Effective Date.
- 15. **DEFAULT:** If any party to this Agreement materially defaults under the terms hereof, then the **Local Government or School Board** shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the **Applicant** of the property described herein fail to timely cure a default in meeting their obligations set forth herein, the COC, issued based upon payment and/or performance hereunder, this Agreement shall be voided and the **Applicant** and the property described herein shall lose their right to school concurrency under this Agreement and their right to any Educational Facilities Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property site dependent upon such COC shall cease and no further permits shall be issued by the Local Government, until and unless the agreement is reinstated or the default is cured or capacity becomes available and a new COC is issued. Should the **Local Government** or the **School Board** fail to timely cure a default in meeting their obligations set forth herein, **Applicant** may seek any and all remedies available to it by law.
- 16. **VENUE**; **CHOICE OF LAW**: Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Hernando County, Florida, and shall be governed by the laws of the State of Florida.
- 17. **RELEASE**. Upon the performance of all obligations of all Parties hereto, the School Board and the Local Government shall release the Applicant from this Agreement, and the Applicant shall release the School Board and the Local Government from all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Applicant's expense in the Official Records of Hernando County, Florida, evidencing such performance.
- 18. <u>CAPTIONS AND PARAGRAPH HEADINGS:</u> Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.
- 19. **NO WAIVER:** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 20. **EXHIBITS:** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
- 21. <u>FURTHER ASSURANCES:</u> The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances

- and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
- 22. <u>AMENDMENTS:</u> No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed be all the parties to this Agreement.
- 23. <u>ASSIGNMENT:</u> This Agreement runs with the land. The **Applicant** may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the parties. At the election of the **School Board**, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the parties with a copy of the written assignment within ten (10) days of the date of execution of same.
- 24. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is made for the sole benefit and protection of the parties, their successors and assigns, and no other persons shall have any right of action hereunder.
- 25. **COUNTERPARTS:** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.
- 26. **RECORDING OF THIS AGREEMENT:** The **Applicant** shall record this Agreement, at its expense in the Hernando County Public Records. The Applicant shall provide a copy to the **Local Government** and the **School Board**.
- 27. **MERGER CLAUSE:** This Agreement sets forth the entire agreement among the parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the parties.
- 28. **SEVERABILITY:** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.
- 29. **STATUTORY COMPLIANCE:** This Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes (2024), as amended from time to time.
- 30. <u>NOTICES:</u> Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for who it is intended at the place last specified, delivered via overnight mail signature required

(FEDEX), or via electronic mail with delivery receipt provided. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the parties designate the following as the respective places for giving notice:

FOR HERNANDO COUNTY: County Administrator

15470 Flight Path Drive Brooksville, FL 34604

FOR SCHOOL BOARD: Superintendent

Hernando County School District

919 North Broad Street Brooksville, FL 34601

With a Copy to: School Board Attorney

School Board of Hernando County

919 North Broad Street Brooksville, FL 34601

Manager of Planning, Design & Construction

Hernando County School District

8016 Mobley Road Brooksville, FL 34601

FOR APPLICANT: GTC, LLLP

6915 SR 54

New Port Richey, FL, 34653

[Intentionally Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates above each signature:

SCHOOL DISTRICT

	cknowledged on thisday of, 202				
WITNESSES:	SCHOOL DISTRICT OF HERNANDO COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of				
Print Name:	Florida				
Address					
	Shannon Rodriguez Title: School Board Chair				
Print Name:					
Address					
	wledged before me by means of □ physical present or □ f, 202, by				
,	-				
AFFIX NOTARY STAMP}	Notary Public of Florida				
	PRINT, TYPE OR STAMP NAME OF NOTARY				
	Personally known				
	OR Produced Identification				
	Type of Identification Produced				

APPLICANT

	THE BIOLETT
Signed, witnessed, executed, and acknow	vledged on this 19th day of August, 2025
WITNESSES:	APPLICANT:
Print Name: Vicki 1. Clark	GTC, LLLP
Address 6915 State Road 54 New Port Richey, FL 34653	By: BLACKWELL MANAGEMENT, LLC
Jacquely L. Osen	By: Print: Gary L. Blackwell
Address 6915 SR.54 New Port Ruber \$13465	Title: Manager
New Port Rubey 1/34653	
STATE OF FLORIDA	
COUNTY OF Pasco	
The foregoing instrument was acknowledge online notarization, this 1944 day of 4, Marragy .	ed before me by means of the physical present or gust, 2025, by Gary L. Backwell
{AFFIX NOTARY STAMP}	Notary Public of Florida
VICKI LYNN CLARK MY COMMISSION # HH 639789 EXPIRES: May 19, 2029	PRINT, TYPE OR STAMP NAME OF NOTARY
	Personally known OR Produced Identification Type of Identification Produced

LOCAL GOVERNMENT HERNANDO COUNTY

ATTEST:	
	By:
By:	
Print Name:	
Title:	Print
	Title
WITNESSES:	
Print Name:	
Address	
	
Print Name:	
Address	
Addition	
online notarization, thisday of	vledged before me by means of □ physical present or □, 202, by
{AFFIX NOTARY STAMP}	Notary Public of Florida
	PRINT, TYPE OR STAMP NAME OF NOTARY
	Personally known
	OR Produced Identification
	Type of Identification Produced

Exhibit "A"

Parcel ID# and Description

Parcel ID: R29 222 18 3735 0000 0070

Parcel Key: 01747024

Lots 6 and 7, of VISTA PARK, according to the plat thereof recorded in Plat book 41 at Page 16 of Public Records of Hernando County, Florida.

Exhibit "B"
Map or Plan Identifying Property

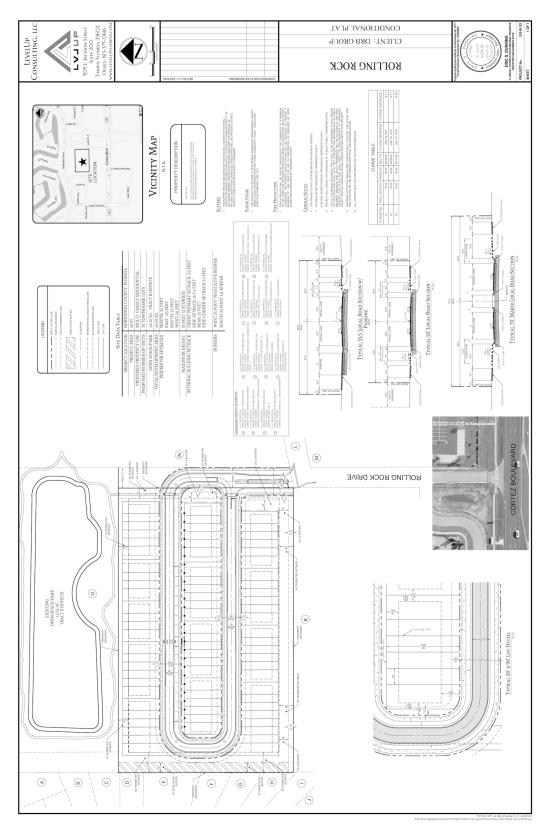


Exhibit "C"

Hernando County School Board Educational Facilities Impact Fee Credit Voucher ROLLING ROCK TOWNHOMES

1.	Date of Finding of Available School Capacity: Number of dwelling units associated with application:
2.	Type of dwelling units associated with application: Name of Developer/Applicant:
	Address of Developer/Applicant: Legal description of subject property: See Exhibit "A" - Attachment 1.
5.	Subdivision or Master Development Plan name: Local Government Development Application Number:
De [hi Th	e undersigned School Board Official confirms that it has received from the veloper/Applicant named above, Proportionate Share Mitigation for [elementary] [middle] gh] school capacity on the day of, 2025, as shown below. e School Board Official gives notice to Local Government that the following sums should be dited towards the Educational Facilities Impact Fee obligations of the Developer/Applicant
	1. Date of Proportionate Share Payment
	2. Amount of Proportionate Share Payment
	3. Impact Fee per unit at Time of Proportionate Share Payment
	4. Impact Fee Credits issued (Line 2 divided by line 3.)
	By:
	Print:
	Title:

Impact Fee Credit Redemption ROLLING ROCK TOWNHOMES

Date Credits Redeemed	Available Credits	Credits Redeemed	Remaining Credits	County/City Staff Accepting Credits	Signature of County/City Staff Accepting Credits

Exhibit "D"

EDUCATIONAL FACILITIES IMPACT FEE

- 1. Impact Fees Established. The County has adopted the Hernando County Educational Facilities Impact Fee Ordinance (the "Impact Fee Ordinance"), codified at Chapter 23, Article III, of the Hernando County Code, to assure that new development which creates a need for educational facilities bears a proportionate share of the cost of capital expenditures necessary to provide the educational facilities necessitated by such development ("Impact Fee"). The Impact Fee amount is established pursuant to the Impact Fee Ordinance and is due and payable upon the issuance of a building permit by the respective Local Governments except as otherwise provided in the Impact Fee Ordinance.
- 2. Collection of Impact Fees. Each Local Government shall collect the Impact Fee for each building permit resulting in a new impact generated by ordinance or resolution. The ultimate calculation of the Impact Fee amount shall be based on the timing of the submittal of a complete building permit application, with the Impact Fee payable at the time of building permit issuance. The permitting Local Government shall be solely responsible for determining the amount of any Impact Fee due at the time of building permit issuance.
- 3. Administrative Costs. In accordance with the Florida Impact Fee Act, it is agreed by the Parties that the Local Governments may retain the actual costs incurred in collecting the Impact Fees. Each Local Government is responsible for providing for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund and providing same to the School Board on an annual basis.
- **4. Remittance of Impact Fees.** The Local Governments shall remit the collected Impact Fees minus the administrative fee, as described above, to the School Board pursuant to Hernando County Code of Ordinance, Chapter 23, Article III, Section 23-71. as prescribed by Ordinance or Resolution. Remittance may be through wire transfer to the School Board, through check payable to the Hernando County School Board, or through other method mutually agreed to between the Local Government as payor and the School Board as payee.
- 5. Reporting. Each Local Government shall, in addition to the monthly transfer of the Impact Fees, remit to the School Board a report accounting for the total Impact Fees collected for the month and the administrative fees retained by the Local Government. The reports shall specify the dates the fees were paid, Parcel Identification Number, Impact Fee paid per parcel, total Impact Fee paid including allocations, applicant's name, property description, use code, and the financial payment history (including date of payment to the School Board and check number). Should no Impact Fees be

collected for the month, the Local Government shall report to the School Board that no Impact Fees are to be remitted because no Impact Fees were collected by the Local Government.

$\frac{\text{MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.}}{\text{(For Donations, use Section B)}}$

Account Name	_		INC	Financial I	прасі	[
Account Number	_	Fund		Function		Object		Cost Center		Project	Sub Project
				Function						-	Sub Project
Original Approved	+	Budget Amendments	_	Expenditures / Encumbrances	=	Current Available	_	Present Request	=	Remaining Balance	
Budget	-			To Date		Budget		'		Available	
\$	\$		\$		\$		\$		\$		
Account Name											
	_										
Account Number	_	Fund		Function		Object		Cost Center		Project	Sub Project
Original		Budget		Expenditures /		Current		Present		Remaining	
Approved Budget	+	Amendments	-	Encumbrances To Date	=	Available Budget	-	Request	=	Balance Available	
Budget	-			10 Date		budget				Available	
3. Item Currently Not Bu	\$ udgeted -	·*	\$		\$		\$		\$		
B. Item Currently Not Bu		r#	\$		\$		\$		\$		
		r#:	\$		\$		\$		\$		
B. Item Currently Not Bu Funding Source Account Name		*	\$		\$		\$		\$		
3. Item Currently Not Bu		** Fund	\$	Function	\$	Object	\$	Cost Center	\$		Sub Project
B. Item Currently Not Bu Funding Source Account Name	udgeted -'				\$		\$	Cost Center	\$		
B. Item Currently Not Bu Funding Source Account Name Account Number	udgeted -'	Fund			\$		\$	Cost Center	\$		
Funding Source Account Name Account Number Amoun	udgeted -'	Fund			\$		\$	Cost Center	\$		
Funding Source Account Name Account Number Amount	udgeted -'	Fund		Function	\$	Object	\$		\$	Project	Sub Project
Funding Source Account Name Account Number Amount Funding Source Account Name	udgeted -'	Fund			\$		\$	Cost Center Cost Center	\$		

^{**} 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 # 16. 26-3190

8/26/2025

Title and Board Action Requested

Approve the renewal of Frontline Employee Management System as well as the Frontline Medicaid Reimbursement Management System and authorize the issuance of a Purchase Order in the Amount of \$89,877.80.

Executive Summary

The Director of Human Resources and the Coordinator of Medicaid, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of Frontline Employee Management System as well as the Frontline Medicaid Reimbursement Management System and authorize the issuance of a Purchase Order in the amount of \$89,877.80.

Since 2018, the Hernando County School District has utilized Frontline to manage the evaluation process for instructional staff and school-based administrators. The platform supports compliance with all required state and statutory evaluation guidelines. Frontline serves as a centralized, digital system for storing evaluation documents, including multiple observation forms, as well as mid-year and end-of-year evaluations. It facilitates structured communication between supervisors and employees regarding performance feedback and progress. The district uses the Danielson Framework for Teaching as its official observation rubric, which is fully supported and licensed within the Frontline platform. In addition to evaluation management, Frontline includes a Medicaid Billing Management component. This feature improves efficiency for staff and helps the district increase its Medicaid reimbursement. Frontline is integrated with the Enterprise system, enabling streamlined data sharing and system compatibility.

My Contact

Alexis Brown Director of Human Resources 919 North Broad Street Brooksville, FL 34601 brown_a1@hcsb.k12.fl.us 352-797-7070 Ext. 70445

Nicole Rooney Coordinator of Medicaid 919 North Broad Street Brooksville, FL 34601 rooney_n@hcsb.k12.fl.us 352-797-7000 ext. 70296

2023-28 Strategic Focus Area

Priority 2: Talent Management

8/26/2025

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.





INVOICE

Accounts Payable Hernando County School District 919 N. Broad Street Brooksville FL 34601 **Start Date:** 7/1/2025

Due Date: 7/31/2025

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC PO Box 780577 Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.

Account Name: Frontline Technologies Group LLC

ABA/Routing #: 121000248 Account #: 4121566533 Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf.

Qty	Description	Start	End	End User	Rate	Amount
1	Employee Evaluation Management with Danielson 2022 Rubric	7/1/2025	6/30/2026	9013523 Hernando County School District	\$58,377.80	\$58,377.80

Your timely payment is important to maintain continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. We are unable to address PO# inquiries. Please check with your internal departments for PO# information. Any PO copies and/or vouchers for signature can be emailed to billing@frontlineed.com.

	OTAL DUE 7/31/2025	\$50,225.41
	MOUNT NID	\$8,152.39
SI	JBTOTAL	\$58,377.80





INVOICE

Accounts Payable Hernando County School District 919 N. Broad Street Brooksville FL 34601 **Start Date:** 7/1/2025

Due Date: 7/31/2025

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC PO Box 780577 Philadelphia, PA 19178-0577

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Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf.

Qty	Description	Start	End	End User	Rate	Amount
1	Medicaid Billing Management - Florida	7/1/2025	6/30/2026	9013523 Hernando County School District	\$31,500.00	\$31,500.00

Your timely payment is important to maintain continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. We are unable to address PO# inquiries. Please check with your internal departments for PO# information. Any PO copies and/or vouchers for signature can be emailed to billing@frontlineed.com.

SUBTOTAL	\$31,500.00
TOTAL DUE by 7/31/2025	\$31,500.00

(Rev. March 2024) Department of the Treasury Internal Revenue Service

Request for Taxpayer **Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below. Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Frontline Technologies Group LLC Business name/disregarded entity name, if different from above. Frontline Education က် 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check 4 Exemptions (codes apply only to See Specific Instructions on page only one of the following seven boxes. certain entities, not individuals; see instructions on page 3): Individual/sole proprietor C corporation S corporation Partnership LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Exempt payee code (if any) Print or type. Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C. S. or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate Exemption from Foreign Account Tax box for the tax classification of its owner. Compliance Act (FATCA) reporting Other (see instructions) code (if any) 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, (Applies to accounts maintained and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check outside the United States.) this box if you have any foreign partners, owners, or beneficiaries. See instructions Address (number, street, and apt. or suite no.). See instructions. Requester's name and address (optional) 550 E. Swedesford Rd, STE 360 City, state, and ZIP code **Wayne PA 19087** List account number(s) here (optional) Remit address: Frontline Technologies Group LLC, PO BOX 780577, Philadelphia PA 19178-0577 **Taxpayer Identification Number (TIN)** Part I Social security number Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a or TIN, later. **Employer identification number** Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter. 9 6 4 6 5 Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of	(/	11 11	1 / 1		
Here	Signature of U.S. person	J_X	1.101	lchl	Date	1/2/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: F	ontline Technologie	es Group LLC d/b/a l	Frontline Education
Vendor FEIN: 46-5125936			
Vendor's Authorized Represe	ntative Name and Titl	_{le:} Brent A. McCracke	n, VP, Controller
Address: 550 E. Swedesford	Road, Ste. 360		
City: Wayne	state: P	² A _{ZIP:} 190)87
Phone Number: 866-504-82	22		
Email Address: Billing@fro	ontlineed.com		

Section 787.06(13), 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: Brent A. McCracken, VP, Controller	
Date: 8/8/2025	

Approved as to form & content for HCSD: Kevin M. Sullivan Attorney, BGR&H 12:27 pm, Aug 13, 2024

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: Brent A. McCracken

Title: VP. Controller

Signature: Date: 8/8/2025

Approved as to form & content for HCSD: Kevin M. Sullivan Attorney, BGR&H 12:28 pm, Aug 13, 2024

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 to third-parties 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.

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 for lack of funding after the first year.

- 5. 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.
- 6. 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 or the US District Court which covers Hernando County Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.

- 12. 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.
 - 13. 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.
 - 14. <u>E-Verify</u>. 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.
 - 15. 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.

- 16. 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.

- 17. 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.
- 18. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.
- 19. 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.
- 20. 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:

Printe	d Name:	Brent A. McCracken	_
Title:	VP, Cont	troller	
Date:			

Approved as to Content & Form

Caroline Mocker, Esq.
Staff Counsel, HCSD
8:55 am, 04/24/2025

Funding Source

Account Name

Account Number

Amount \$

Fund

$\underline{\text{MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.}}$

(For Donations, use Section B)

Account Number		1100	7730/5100	3510/3100	9300/9410	40	0100/64800	
7 toodant Pambol	-	Fund	Function	Object	Cost Center		Project	Sub Projec
Original		Budget	Expenditures /	Current	Present		Remaining	
Approved Budget	+	Amendments	 Encumbrances To Date 	= Available Budget	- Request	=	Balance Available	
89,877.80	\$_		\$	\$ 89,877.80	\$ 89,877.80	\$	0.00	
Account Name								
Account Number		Fund	Function	Object	Cost Center	_	Project	Sub Projec
Original Approved Budget	+	Budget Amendments	Expenditures / - Encumbrances To Date	Current = Available Budget	Present - Request	=	Remaining Balance Available	
;	\$_		\$	\$	\$	\$		
. Item Currently Not B	udgeted	_**						
Funding Source								
Funding Source Account Name								

O. Illiatana				
C. History Check one:				
Prior Year Budget:				
New for Current Year:	O	00 000 00		
	Prior Year Approved Budget:	_{\$_} 93,000.00		
	Prior Year Actual Spent:	\$ 91,858.04		

Object

Cost Center

Function

Project

Sub Project

^{**} 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 # 17. 26-3205

8/26/2025

Title and Board Action Requested

Approve the piggyback of Sourcewell Cooperative, Contract # 080824-CAR: HVAC Systems with Related Products and Services, awarded to Carrier Corporation, and authorize the purchase of goods and services for an estimated annual amount of \$4,000,000.00.

Executive Summary

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the piggyback of Sourcewell Cooperative, Contract # 080824-CAR: HVAC Systems with Related Products and Services, awarded to Carrier Corporation, and authorize the purchase of goods and services for an estimated annual amount of \$4,000,000.00.

HCSB Bid No. 26-910-10 PB has been assigned for internal tracking purposes.

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.

PURCHASING AGENDA ITEM

Hernando County School District

School Board	Approval Meeti	ng:	August 26, 202	5	
Bid No. 26-910-	10 PB	Bid Title: HVAC Systems with Related Products and Services			
Recommend approv	al of this agenda item u	nder the specific	category below:		
☐ Lowest Bid(s) ☐ Revised Award ☐ Contract Termination ☐ Reversed Auction	□Request for Proposal(s) □Renewal of Contract n □Amendments to Contra ☑Piggyback: Sourcewell	□Sole/.ct □Exten	Bid(s) Meeting Specification Single Source sion of Contract onsive/Responsible Bidders	□Re-Awa	on/Cancellation ard (Partial/Whole ency
Bid Contract Perio	d: 08/26/25 through	11/01/2028	□ N/A – One	e Time Purchase	
Contract Type:	☐ Estimated Dollar Amount	☐ Firm, Fixed Dollar Amount	☐ Firm, Fixed Unit Prices	☑ Firm, Fixed Uni Hourly Rates, Fee: Percentages	
Renewal Options:	No. of Terms Remaining 3	☐ Leng <u>Each Te</u>	rm (month) Each T	gth of erm (year) 1	□ None
	: Piggyback Sourcewell P s and Services, awarded poses.				
Bidders Electronically Downloaded From Bidnet Direct Website:	Bids Received:	No Bids:	Late Bids: Rejecte		N/A – Bids Not uired: Piggyback
Submitted By:	Christopher Reckner Director of Purchasir	ng & Warehousi	_ School(s): Dis	strict Wide	
Requested By:	Brian Ragan Director of Facilities	& Construction	_ Department((s): Support Oper	ations
Recommended aw	ard: Carrier Corporati	on – Approved	Government Pricing.		

(26-910-10 PB (08-26-25)

T/C CODE: 2610

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.

(For Donations, use Section B)

Account Name	25-26 FISC	al year various fund	ding source			
Account Number	3XXXE	7400	6XXX	9009	MXXXX	
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
Original Approved	Budget + Amendments		Current = Available	Present =	Remaining Balance	
Budget 3 4,000,000.00	\$ 0.00	To Date \$ 0.00	Budget \$ 4,000,000.00	\$ 4,000,000.00	Available \$0.00	
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 Projec
Amount	\$					
Funding Source						
Account Name						
Account Number						
Account Name Account Number	Fund	Function	Object	Cost Center	Project	Sub Proje
	Fund \$	Function	Object	Cost Center	Project	Sub Projec

** 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 # 18. 26-3207

8/26/2025

Title and Board Action Requested

Approve the renewal of the contract with TPG Cultural Exchange Program, LLC for instructional personnel for the 2025-2026 school year and authorize the invoice payment of \$742,500.00

Executive Summary

The Director of Human Resources, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of the contract with TPG Cultural Exchange Program, LLC for instructional personnel for the 2025-2026 school year and authorize the invoice payment of \$742,500.00.

TPG Cultural Exchange is an approved J-1 Visa sponsor by the U.S. Department of State, offering opportunities for international teachers to work in the United States for a minimum of three years, with the option to extend up to five years. The program connects schools across the country with highly qualified educators from around the world in subjects such as Math, Science, Special Education, Foreign Language, Elementary Education, English, ESOL, and Social Studies. Its mission is to ensure that every teacher is fully prepared to form meaningful and lasting connections with their students from day one. Teachers receive professional development and ongoing support both prior to their arrival in the U.S. and throughout their stay.

This contract was originally approved on April 26, 2022.

My Contact

Alexis Brown Director of Human Resources 919 N Broad St Brooksville, FL 34601 (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.

Agreement for Professional and Educational Services Between The School Board of Hernando County and TPG Cultural Exchange Services, LLC

This Agreement (hereinafter the "Agreement") is dated Februry 14", 2022, and is by and between The School Board of Hernando County (hereinafter the "District") and TPG Cultural Exchange Services, LLC, a Delaware limited liability company, located at 4630 South Kirkman Road #207, Orlando, Florida 32811 (hereinafter "TPG").

BACKGROUND STATEMENT

TPG is a cultural exchange provider for highly qualified, international educators. TPG provides opportunities for educators from around the world and schools and school districts in the United States to participate in a mutually beneficial cultural and professional experience through the temporary placement of international teachers in schools in the United States. To further those goals, the TPG Exchange Program provides for a temporary stay of 1 to 5 years for visiting educators ("Educator or Educators") after which the Educators share in their home countries the cultural and educational knowledge gained. The typical period of stay for an Educator in the United States is 3 years.

TPG wishes to support Educators to teach at participating school(s) in the District as an Exchange Visitor under the sponsorship of either TPG Cultural Exchange, LLC or its permitted subcontractor Pontes Cultural Exchange LLC. School districts (not individual schools) generally hire teachers. As a result, references to school district, district, and school throughout this Agreement refer to the administrative entity that hires the teachers and all participating schools where teachers are placed.

Agreement

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and TPG hereby agree as follows:

- TERM AND RENEWAL. Upon execution of this Agreement, the District will be a participant in 1. the TPG Cultural Exchange Services Exchange Visitor Program. On an annual basis, TPG and the District will mutually agree on the number of Educators and the compensation of each Educator to be hired by the District for the subsequent school year (subject to the limitations set forth in section 4.g. hereafter). For purposes of this Agreement and TPG Cost Summary in Exhibit A attached hereto and incorporated herein by this reference, the term "School Year" is defined as noted on the approved District Academic Calendar. The compensation requirements and any Administration Fees for Educators for the first year of the Agreement will be reflected in the TPG Cost Summary attached to the Agreement, hereby fully incorporated by reference as "Cost Summary." Any proposed changes to compensation requirements and Administration Fees will be communicated in writing to the District by TPG prior to the start of each School Year, by March 1 of the preceding School Year, and the Parties must agree to any changes to the Cost Summary by May 1 of the preceding school year, otherwise the then-current Cost Summary will stay in effect. The District shall perform in compliance with the duties and requirements set forth in this Agreement and its attachments while the Agreement is in effect, and it shall pay TPG an annual Administration Fee. as noted on the attached Cost Summary, for each Educator provided by TPG. Unless otherwise terminated according to the provisions of this Agreement, this Agreement will automatically renew each year for three subsequent annual renewals and will apply to all Educators teaching in the District during each year of the Agreement, unless:
 - a. the District gives written notice to TPG of its intent not to renew the Agreement by May

- 15th of the then current School Year, unless another date is agreed upon between the Parties in writing; or
- b. TPG gives written notice to District of its intent not to renew the Agreement by May 1st of the School Year; or
- c. The terms, conditions, or costs of this Agreement are altered (in which event, the parties understand and agree that a duly authorized, executed and delivered amendment is required to effectuate the change and the renewal).

In any event, this Agreement will not terminate until the end of the School Year in which notice of termination is provided in accordance with the preceding sentence.

2. TERM AND RENEWAL OF INDIVIDUAL EDUCATORS. This Agreement as it pertains to each Educator will become binding upon District's written offer to each Educator and Educator's acceptance of such offer. For all Educators, the parties agree and acknowledge that TPG may, at its sole discretion and upon providing written notice to District, terminate this Agreement with regards to any Educator who is not granted a valid J-1 visa allowing arrival and employment in the US; does not fully execute a separate TPG Program Agreement between TPG and the Educator prior to arrival in the US; is unable to obtain proper teaching license; unable to obtain a US driver's license; or for any other grounds deemed reasonable at the sole discretion of TPG.

TPG and the Exchange Visitor Program provides for a temporary stay of 1 to 5 years for visiting Educators. Although this Agreement currently contemplates that it will only be in effect for a period of 3 years, this Agreement will automatically renew for each Educator teaching in the District during each year of this Agreement's renewal up to the TPG maximum allowable stay per Educator of five (5) years, unless: the District provides TPG written notice of its intent not to renew this Agreement for a particular Educator(s) by May 15th, unless otherwise agreed between the parties, of then current school year; TPG provides the District written notice of its intent not to renew this Agreement for particular Educator(s) at any time prior to the start of the next school year; or particular Educator(s) terminates the Educator Agreement between TPG and the Educator per the terms outlined in such Agreement. Educators teaching in the District will be formally identified each school year, prior to Educator's first day of teaching, in a separate document to be provided by TPG.

TPG DUTIES AND RESPONSIBILITIES. TPG agrees to make efforts to provide the District with one or more professional international educators who meet, as closely as possible given availability and individual state licensure and certification requirements, the District's stated preferences with regard to subject and level. TPG, in a separate agreement between TPG and each Educator, has acknowledged that TPG wishes to sponsor Educator, and Educator wishes to teach in a participating District as an Exchange Visitor under the auspices and sponsorship of TPG Cultural Exchange, LLC or its permitted subcontractor, Pontes Cultural Exchange LLC. Additionally TPG has arranged or will arrange for Educator's recruitment. pre-arrival preparation, travel, orientation, domestic transportation, and instructional services support including, but not limited to: recruiting of Educator, including application and evaluation process, personal interviews, criminal record check, and reference checks; assistance with procuring a J-1 work Visa (valid only while Educator is sponsored by TPG or its permitted subcontractor); assistance with securing Educator licensure; coordinate transportation from Educator's country of residence to teaching location; assistance with Educator's procuring local transportation and lodging; provision of additional consultation and staff development as necessary; provision of health, medical evacuation, and repatriation insurance; and when necessary, providing District with Educator's written authorization for District to perform any of the duties and responsibilities detailed herein.

4. DISTRICT DUTIES AND RESPONSIBILITIES.

a. <u>Compensation.</u> District agrees to pay each Educator's compensation per school year as set forth in the District's approved salary schedule, and that compensation will be paid commensurate with the Educator's American counterparts based on education and experience, as well as Florida law on teacher compensation. Any changes to administration fees will be communicated in writing to the District by TPG and shall require approval by the District prior to implementation. Such changes will be considered by the parties to be fully incorporated into this Agreement by reference. Changes and bilateral approval to administration fees must follow the procedures established in Section 1 of this Agreement.

In addition, the District agrees to pay each Educator the equivalent of any local supplement, bonuses and incentives for subjects assigned to Educator that are earned by the Educator and paid to a regular teacher. Each Educator will also receive any incentive bonus that is based on the academic performance of the students at the assigned school and paid to other staff at the assigned school. School also agrees to make direct payment to Educator for all extra duties including, but not limited to, staff development stipends, coaching supplements, activity supplements, after-school or summer school work, or the like, as with any other teacher. The District agrees to place each Educator on the District's payroll upon the commencement of the Educator's first school year in the District (the "Initial Term"). The District further agrees to pay each Educator's salary, supplement, and all other compensation directly to Educator, unless otherwise agreed between the parties or as set forth herein. It is expressly understood by the parties, that any teacher hired pursuant to this agreement shall not receive district paid medical insurance or employer contribution to the state retirement system during the term of this agreement.

In the event that the number of school days missed by any Educator exceeds the number of sick, personal, vacation and/or professional days allotted to and accrued by Educator, the District may reduce or otherwise adjust any Educator's salary according to the District's policy and Florida law.

- b. Compliance with Laws and Taxes. District will comply with all applicable federal and state laws, including without limitation, paying or having withheld from Educator's pay all applicable taxes. District acknowledges and agrees that it is solely and fully responsible for paying its taxes and for filing any and all tax returns in the US as required by law. TPG does not provide legal, accounting, tax or other similar counsel and advice and District should seek the assistance of professional counsel in respect of such matters. The TPG Program Agreement between TPG and the Educator requires Educator to also comply with all applicable laws and taxes.
- c. Acclimation Assistance to Educator(s). The District agrees to allow Educator to participate in the District's teacher induction program for teachers newly hired to the District and to provide professional guidance, support, and assistance upon the Educator's arrival and throughout each Educator's Initial Term in the same manner it provides to other newly hired teachers. TPG additionally agrees to provide the Educator with a Mentor. Additionally, the District agrees to provide the following support services for each Educator: Monitor initial adjustment and performance on an on-going informal basis and provide opportunities to share and discuss mutual observations and concerns with Educator; provide opportunities for and encourage Educator to take advantage of professional development; facilitate cultural exchange opportunities for Educator through District and district -wide activities and events and community involvement; communicate

with TPG in a timely manner regarding Educator's status, sharing observations and concerns about initial adjustment, progress, and overall performance, and assist Educator, if necessary, with other reasonable resources and support services. Additionally, in the event Initial-Term Educator arrives after classes have begun, the District agrees to provide Educator with a minimum of one day for classroom observation or other non-teaching, professional development activity to facilitate transition into Educator's teaching duties.

- d. <u>Duty to Report.</u> To the extent allowable by Florida laws, the District shall immediately notify TPG if it has knowledge that an Educator is directly involved (or appears to be involved) in or affected by an incident of mistreatment, abuse, criminal activity, or other inappropriate conduct. Examples of incidents requiring notification include but are not limited to: incidents of mistreatment (alleged or certain) towards the Educator; Educator's mistreatment of students, School employees, or patrons; or a report of an Educator's involvement in any criminal activity. Further, the parties acknowledge that the Educator shall be governed by the Principles of Professional Conduct for the Education Profession in Florida.
- e. <u>Typical Three-year Limitation on Educator Employment.</u> The District acknowledges and agrees that the purpose of the TPG program is cultural exchange, and that Educators are expected to remain under sponsorship of TPG or its permitted subcontractor throughout their term and return to their country of residence after three years in the TPG program under the guidelines of the J-1 Visa. In some cases, the Department of State will authorize a 4th or 5th year in J-1 status for the teacher to continue teaching at the District.
- f. <u>Pro-Rata Adjustments</u>. In the event that an Educator's first day of Initial Term is after the first day of school for new teachers for any reason, the School may adjust the Educator's salary and benefits on a pro-rata basis in proportion to that percentage of the School Year for which Educator is available to fulfill teaching duties as assigned by the School.
 - g. <u>Payment Terms</u>. Any and all payments to TPG by District are due in accordance with the Florida Prompt Payment Act. The District shall pay TPG fees according to the set forth in Exhibit A.
 - TPG shall invoice to the School District on September 30th of each year of the Agreement per teacher for payment based on the actual number of Teachers made available to the District. For mid year placements, TPG shall invoice within 30 days of teachers arrival. The invoice of each year shall be adjusted based on the total amount due to TPG in accordance with Cost Summary in Exhibit A.
- h. Employment Notifications. The District hereby acknowledges and agrees that the District is the sole employer of each Educator as defined by the Family and Medical Leave Act, as amended (29 U.S.C. § 2601 et seq.) ("FMLA"), the Fair Labor Standards Act (29 U.S.C. § 201 et seq.) ("FLSA"), Article X, Section 24 of the Florida Constitution, the Florida Minimum Wage Act (Fla. Stat. § 448.110 et seq.) ("FMWA"), and any similar state or local law regarding employment. The Parties agree that as a J-1 Visa Exchange Visitor Program Sponsor, TPG or its permitted subcontractor should never be construed as an employer or joint-employer of any Educator. For these reasons, the District will be responsible for notifying each Educator of his/her applicable rights and obligations under FMLA, FLSA, the Florida Constitution, FMWA, and similar state/federal laws, and for providing each Educator with the applicable FMLA leave if mandated by applicable law.

- Training Programs. The District hereby agrees that each Educator may be required to attend, at TPG's option, workshops and programs sponsored or approved by TPG designed to help Educator more effectively and more rapidly adapt to US culture and schools. Such workshops and programs will not require Educator to be absent from work during the School Year unless mutually agreed upon by TPG and School. TPG will make efforts to schedule said Educator absences on non-instructional days for students and on days which are not days protected by law or school policy. If approved by the District in advance, the District agrees to pay Educator his or her regular pay during any such required absence and to not charge such absence against personal, sick or other leave to which Educator is entitled from the District. TPG agrees to make every effort to schedule such absences on District teacher non-work days.
- j. <u>Personnel Policies</u>. Educator has acknowledged by signing TPG Agreement to comply with all policies and procedures of both the District and TPG.
- k. Consent to Disclosure. Upon the request of TPG, and to the extent allowable by Florida law, District hereby consents to the disclosure and release to TPG of all Educator's medical records in the event that the District determines that Educator's medical condition creates a health hazard or safety issue for other teachers and students or impairs Educator's ability to perform his or her teaching obligations, all Educator's personnel files in the event that the District determines that Educator is failing or has failed to perform satisfactorily his or her teaching obligations, and any other documentation required of or relating to Educator per the District's personnel policies. As a condition of Educator's participation in the TPG Program, Educator expressly acknowledges, agrees, and consents to disclosure of the above information from District to TPG by agreeing to participate in the TPG Program and by signing the TPG Program Agreement.
- 1. <u>Performance Evaluations</u>. Upon receipt of an executed copy of an Educator's Agreement granting TPG consent for disclosure, the District agrees to provide timely copies of performance evaluations of the Educator so that TPG, where appropriate and at its discretion, may provide Educators with additional professional, cultural or other training.
- Relocation Loan. As a condition of program participation, the TPG Program may offer or m. require each Educator to accept a relocation loan ("Relocation Loan") payable to Educator at the beginning of the School Year, estimated at \$1,000 - \$3,500, the exact amount to be determined by the TPG program, to assist with such Educator's relocation or similar expenses. The TPG Program will invoice the Relocation Loan amount to District for payment upon deductions from the respective educators. The District will arrange to recoup the Relocation Loan amount from each Educator through equal deductions from each Educator's paycheck such that the loan is repaid within six months of receipt. The district will forward collected funds to TPG upon receiving one invoice per annum. In the event of the termination of this Agreement or the termination, resignation, or non-renewal of an Educator by any party, for any or no reason, the District agrees to collect any unpaid balance of the Relocation Loan through withholdings from such Educator's final paycheck if enough funds are available in terminal pay. Educators authorize payroll deductions for loan repayment by signing the TPG Educator Agreement and Promissory Note, and Educators are required to additionally agree to execute any further authorization that may be requested by the District.
- 5. <u>TERMINATION, RESIGNATION OR NON-RENEWAL OF INDIVIDUAL EDUCATORS</u>. This Agreement between TPG and District must be terminated by written notice. Agreements for any

individual Educator will terminate as provided below:

- a. <u>Initial Termination by TPG and Non-Renewal by TPG</u>. TPG may terminate this Agreement for any particular Educator upon notice to Educator and District at any time, for any reason, prior to the scheduled start of Educator's Initial School Year in which event neither TPG nor District will have any further liability to the other as it relates to that particular Educator. TPG also may terminate this Agreement for any particular Educator during any Renewal Term (any subsequent terms after the Initial Term) by giving notice of the same to Educator and District by May 1st prior to the beginning of a new School Year in which event neither TPG nor School will have any further liability to the other as it relates to the particular Educator.
- b. <u>Non-Renewal by Educator</u>. If an Educator does not give written notice to TPG and the District of Educator's intent to renew the applicable Initial Term or Renewal Term of Educator Agreement prior to May 1st, or any other date agreed to by TPG and the Educator, then this Agreement, in relation to such Educator, will terminate upon the completion of the then current School Year.
- c. <u>Termination of Employment by District</u>. District must notify TPG immediately of any Educator's Termination by District and provide the reason and associated documentation to TPG in writing. Educator must also immediately notify TPG in writing of any termination by the District and provide the reason for termination to TPG in writing. Upon the occurrence of a termination, TPG may terminate its agreement with the Educator.
- d. Termination of Educator by TPG. TPG may terminate Educator at any time upon notice to Educator and District for Educator's breach of any of Educator's obligations to TPG or District. TPG may also terminate the Agreement for any Educator receipt of an overall "Unsatisfactory" performance evaluation under the state teacher performance appraisal system instrument; failure to maintain proper J-1 status or whenever termination of visa sponsorship would be appropriate under applicable visa regulations; documented incompetence, misconduct; immoral behavior; insubordination; neglect of duty; falsification of employment records; dishonesty, criminal conviction; violation of any policies, rules, regulations or laws applicable to the District; failure of any drug test; incapacity; or acts which bring or could potentially bring the TPG Program into disrepute; or related issues.
- e. <u>Resignation by Educator</u>. The District acknowledges that any Educator may resign from the District upon the giving of thirty (30) calendar days prior written notice of such resignation to TPG and the District.
- f. <u>District's Obligation to TPG in the event of Termination</u>. Should District terminate any Educator, District expressly warrants and agrees to pay the full Administration Fee for each such Educator, subject to a reduction or refund of all or an applicable portion of the Administration Fee according to the TPG refund policy, attached hereto an incorporated herein by this referenced as <u>Exhibit B</u>, available to District upon request.
- g. TPG's Obligation to District in the event of Termination of Educator by District.

 Termination of Educator by TPG, or Resignation of Educator. In the event of Termination of Educator by District, Termination of Educator by TPG, or Resignation of Educator, TPG will, either:

- i. replace Educator upon explicit request of District and subject to availability of an TPG-approved, qualified replacement educator and US Department of State approval; or
- ii. refund District with a portion of the Administration Fee it paid to TPG according to the refund policy set forth in Exhibit B.
- 6. <u>SURVIVAL</u>. Sections 4, 6, 7, 8, 9, 12, 14, 15, and of this Agreement will survive termination of this Agreement and the termination, resignation, or non-renewal of any Educator by the District or by TPG. In addition to the foregoing, those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification, Insurance, and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

- a. The District agrees that it will not at any time use or disclose to any individual, corporation, or other entity any confidential information concerning the business and affairs of TPG or participating Educators. District acknowledges and agrees that all Proprietary, Confidential Information is and will remain the sole property of TPG, except as required by law. For purposes of this Agreement, TPG shall designate in writing its Proprietary and Confidential Information in order to protect the same as a trade secret. For purposes of this Agreement, the phrase "designated in writing by TPG" set forth above shall mean the following: TPG agrees to add the following language (hereinafter referred to as the "Legend") on every page of only its Confidential Information protected as a Trade Secret provided to the District in hard copy: "This TPG document is a confidential trade secret information exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, pursuant to sections 812.081 and 815.045, Florida Statutes." Proprietary and Confidential Information shall not include information that:
 - i. is already known to the District on the effective date of this Agreement;
 - ii. is or becomes known to the general public other than as a direct or indirect result of any act or omission of the District;
 - iii. becomes, or has become, publicly known through no wrongful act of the District;
 - iv. is lawfully received by the District from a third party that the District has reasonably verified is free to disclose the information without restriction on disclosure; or
 - v. is independently developed by the District without use of TPG's Proprietary and Confidential Information.
- b. Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor will this Agreement grant District any rights in or to the Confidential Information of TPG. TPG represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. TPG will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the

Agreement, including its use by the District. If TPG uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. TPG shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by TPG of any third-party patent, copyright or trademark or (ii) misappropriation by TPG of any third-party trade secret in connection with any of the foregoing.

- c. Notwithstanding the foregoing, the parties acknowledge that the District is an agency that is subject to Florida's Public Records Laws as codified in Chapter 119, Florida Statutes. TPG understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, TPG agrees to:
 - i. Keep and maintain public records required by the District in order to perform the service.
 - ii. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law.
 - iii. 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 Agreement term and following completion of the Agreement if TPG does not transfer the records to the District.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of TPG or keep and maintain public records required by the District to perform the service. If TPG transfers all public records to the District upon completion of the Agreement, TPG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TPG keeps and maintains public records upon completion of the Agreement, TPG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

TPG acknowledges that all documents and information submitted to the District, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents.

The District acknowledges, notwithstanding the above, that TPG must retain all records related to their exchange visitor program and exchange visitors (to include accompanying spouse and dependents, if any) for a minimum of three years following the completion of each exchange visitor program in accordance with C.F.R. §62.10(g).

- NON-INDUCEMENT OF EDUCATORS. The District stipulates, covenants and agrees that during 8. the Term of this Agreement and for two (2) years after the expiration or termination of this Agreement, the District, directly or indirectly, other than on behalf of TPG, without the prior, express and written consent of TPG, will not induce any educator that has or has had a contract with TPG to be employed by the District outside of the terms and conditions of this Agreement. The School District acknowledges this restriction is fair and reasonable given the purpose of TPG's role in the cultural exchange program and the scope and territory of TPG's business. In the event of a breach of the provisions of this section, the parties acknowledge that actual damages to TPG cannot be ascertained with any certainty and therefore the District shall pay to TPG damages in the amount 150% of the yearly TPG Administrative Fee for each Visiting Teacher indirectly or directly employed by the School District in breach of this provision. All current J-1 Visitors sponsored by TPG Cultural Exchange, LLC or its permitted subcontractor, Pontes Cultural Exchange LLC, may be transferred from the District if there is a breach of the non-inducement of educators clause. Parties agree that this is fair and reasonable as a means to protect the sanctity and intent of the J-1 Visa program. The parties understand and agree that the foregoing shall not be applicable to any position for which the District is engaged in its standard open hiring process for which an Educator submits an application and is otherwise qualified for employment without the requirement for a district sponsored H1-B Visa.
- 9. <u>NON-INDUCEMENT OF EMPLOYEES.</u> District stipulates, covenants and agrees that during the Term of this Agreement and for one year after the expiration or termination of this agreement, District, directly or indirectly, other than on behalf of TPG, without the prior, express and written consent of TPG, will not induce any employee of TPG to leave his or her employment with TPG.
- 10. <u>ENTIRE AGREEMENT</u>. This Agreement (including the schedules and addenda attached hereto) contains the entire agreement between TPG and District with respect to the subject matter hereof, and merges and supersedes all prior agreements, understandings, or negotiations whatsoever with respect to the subject matter hereof.
- 11. <u>AMENDMENTS AND WAIVERS</u>. No amendment of this Agreement or any waiver of any of its provisions will be effective unless expressly stated in a writing signed by both Parties. No delay or omission in the exercise of any right, power or remedy under or for this Agreement will impair such right, power or remedy or be construed as a waiver of any breach. Any written, signed waiver of a breach of this Agreement or any failure to claim a breach of this Agreement will not be treated as a waiver of any subsequent breach. The failure of either party to insist upon strict performance of any of the covenants or agreements contained herein, in any one or more instances, will not be construed to be a waiver or relinquishment of any such right or of any other covenants or agreements, but the same will be and remain in full force and effect.
- 12. <u>GOVERNING LAW</u>. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, with venue lying exclusively in and for the jurisdictional courts located in Hernando, Florida.
- 13. <u>BINDING EFFECT</u>. This Agreement for District's participation in the TPG program will become effective upon the complete execution and delivery of this Agreement by the parties as of Effective Date set forth above.
- 14. <u>SEVERABILITY</u>. Each provision of this Agreement will be considered severable, and if any provision of this Agreement will be held illegal, invalid, or otherwise unenforceable under controlling law, the remaining provisions of this Agreement will not be affected thereby but will continue in effect. Furthermore, to the extent any provision of this Agreement will be held illegal,

- invalid or unenforceable under controlling law, such provisions will be modified to the extent necessary to make such provision legal, valid and enforceable under controlling law.
- 15. <u>CAPTIONS</u>. The captions and headings in this Agreement are for convenience only and in no way define, limit, extend or interpret the scope of this Agreement or of any particular paragraph hereof.
- 16. <u>FORCE MAJEURE</u>. Notwithstanding any other provision of this Agreement, TPG's performance hereunder, in whole or in part, will be excused if prevented by natural disaster, war, labor strike, act of God, change in applicable law, or any other cause beyond the reasonable control of TPG. District's performance hereunder, in whole or in part, will likewise be excused if prevented by natural disaster, wars, or act of God.
- 17. FEDERAL REQUIREMENTS. The District may utilize federal funds for its payment pursuant to the Agreement; accordingly if the District uses federal funds, then TPG agrees to execute and deliver to the District upon ten days prior written notice the following documents, all of which shall be incorporated into the Agreement by this reference as: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.
- 18. <u>REPRESENTATIONS BY TPG</u>. TPG represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing the Agreement on behalf of TPG is authorized to do so.
- 19. <u>INSURANCE</u>. The District certifies that it is self-insured pursuant to the provisions of §768.28(16), F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in the Agreement. District shall insure that TPG receives immediate notification of reduction in or cancellation of coverage. TPG agrees to maintain insurance coverage according to the types and levels of insurance set forth in <u>Exhibit C</u> attached hereto and incorporated herein by this reference.
- 20. <u>FUNDING OUT</u>. Each payment obligation of the District created by this 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, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify TPG at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- 21. CONFIDENTIALITY OF STUDENT RECORDS. TPG understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. TPG further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. TPG shall regard all student information it receives, if any, as confidential and will not disclose the student information to any third party.
- 22. <u>TERMINATION.</u> The District reserves the right to terminate the Agreement at any time and for any reason upon giving thirty (30) days' notice to TPG. If said Agreement should be terminated for

convenience as provided herein, the District will be relieved of all obligations under said Agreement (it being understood, however, that the District will remain obligated to complete the then-school year). The District will be required to pay that amount of the Agreement actually performed to the date of termination according to the payment terms of this Agreement.

- 23. <u>HOLD HARMLESS/INDEMNIFICATION</u>. TPG agrees to indemnify, hold harmless and defend the District from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of TPG arising out of or in connection with the provisions of this Agreement.
- 24. <u>NO THIRD PARTY BENEFICIARIES</u>. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- 25. <u>SUBCONTRACTORS</u>. If TPG is permitted to subcontract any of the work set forth in the Agreement, TPG shall ensure that each subcontractor complies with all provisions of the Agreement. TPG will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement. For purposes of this Agreement, TPG may engage Clear Horizons, LLC or Athena Cultural Exchange, LLC, as TPG's permitted subcontractor.
- 26. <u>ASSIGNMENT</u>. Neither the Agreement, nor any portion thereof, may be assigned by TPG in whole or in part without the prior written consent of the District.
- 27. <u>NOTICES</u>; <u>AGENCY ADMINISTRATOR</u>. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to TPG:

TPG Cultural Exchange Services, LLC Attn: Raj Vanjani 4630 S Kirkman Road #207 Orlando, FL 32811

Phone: (516) 526-3647

If to District:

Hernando County Schools Attn: Ray Pinder 919 N Broad Street Brooksville FL 34601

With copy to:

The School Board of Hernando County, Florida

Attn: Board Chair

Notwithstanding the foregoing, the parties agree that all communications relating to the day-today activities shall be exchanged between the parties' respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. Once

so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by TPG as part of the services. For purposes of the District's representative for the day-to-day activities, the District's Administrator shall be:

Ray Pinder pinder r@hcsb.k12.fl.us 352-797-7000 ext. 445

- NON-DISCRIMINATION. TPG represents and warrants to the District that TPG does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with TPG's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. TPG further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.
- 29. JESSICA LUNSFORD ACT. All District and TPG employees, appointees, or agents who come into contact with students as part of the Agreement must submit a background check, in a manner prescribed by District (including compliance with sections 1012.315 and 1012.467, Florida Statutes). Any non-District personnel associated with the Agreement and who may come into contact with students as part of the Agreement will be screened at TPG's expense. TPG shall not permit persons to provide services to student under this Agreement if any such person does not meet the standards under Florida law and the District's hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement.
- 30. <u>FACSIMILE AND COUNTERPART SIGNATURES</u>. This Agreement may be executed in numerous counterparts, each of which so executed will be deemed an original and will constitute one and the same Agreement. Facsimiles will be considered by the parties to be originals.
- 31. <u>EQUAL AUTHORITY</u>. This Agreement was drafted by counsel for TPG and reviewed and revised by District, which had the opportunity to edit the Agreement. For these reasons, the drafting of the Agreement shall not be construed against any of the Parties as a result of such efforts. It is expressly represented and agreed that each of the undersigned has full authority to execute this Agreement on behalf of their respective Parties.

The parties have executed this Agreement as of the Effective date set forth above.

ATTEST:

By: Sign D That

Class
Board Chair, HCSB 4/26/22

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

TPG CULTURAL EXCHANGE SERVICES, LLC

By: *Raj Vanjani* Raj Vanjani

Managing Partner

EXHIBIT A - COST SUMMARY

Costs per Educator Rev. 05 -01 - 2021

Educators

Salary:

Educator Salary shall be per the District Salary Schedule and Hiring Practice for International Educators on a J-1 Visa and commensurate with the Salary of US Teachers with the Same Degree and Experience.

Initial & All Subsequent Term Educators Fees equal \$12,500 per Educator, per annum. TPG is responsible for providing J1-compliant health insurance to the Educators, included in this fee.

*Mid-Year Administrative Fees: Fees equal \$8,500 per Educator for the first academic year. All other years will be at the standard full-rate TPG Administrative Fee included herein.

*It is not TPG's standard operating procedure to make mid-year placements. TPG must receive approval of all mid-year placements from the Department of State in keeping with J-1 Exchange Visitor Program Regulations. If a placement is made in January or any subsequent month during the academic year, the Mid-Year Placement Administrate Fee will apply for that Educator. Administrative fees for placements before January in any School Year will be equal to the full "TPG Administrative Fees" listed above.

EXHIBIT B - Fee Refund Policy TPG Cultural Exchange Services, LLC Rev. 06-15-2019

Background and Overview

Per the School/District Agreement with TPG Cultural Exchange Services, LLC, the School/District has expressly warranted and agreed to pay the full Administration Fee for each such Educator, subject to a reduction or refund of an applicable portion of the Administration Fee according to this TPG refund policy.

If the School/District terminates an Educator, TPG terminates the Educator, or the Educator resigns, then TPG will, either, at the request of School, subject to availability of an TPG approved and qualified replacement educator, and subject to approval by the US Department of State, replace the Educator within the time-frame agreed upon by the School/District, or refund to School a pro-rated portion of the Administration Fee paid to TPG according to the refund policy. If the School elects to replace the Educator, then no refund will be granted. TPG's refund policy is outlined below. The School/District can choose whether it prefers to have a replacement educator versus a refund. (Please note that a replacement educator is subject to the Department of State's approval if the replacement educator will arrive after September of the school year).

Partial Refund (Pro-Rata) Policy for Early Termination or Resignation

In the event of premature termination or resignation of an TPG Educator, it is TPG's policy to refund Administrative Fees on a pro-rata basis, depending on the amount of time the Educator has served in the TPG program. The calculation will be made based on the Educator's physical (actual) arrival date in the US, and will end with the date of the Educator's termination or resignation. An "early" termination or resignation is defined as any event in which the Educator's participation in the TPG program has ended prior to the end of the then current School Year.

Pro rata schedule (percent refunded based on number of days in US and in the TPG program)

1 to 60 days	75%
61 to 120 days	60%
121 to 180 days	40%
181 to 260 days	15%
261 days or more	0%

Contractual Exceptions to Refund Policy

The District acknowledges that TPG incurs substantial expenses in recruiting, selecting, and providing international Educators for the benefit of District and at the request of School; accordingly, should District terminate any Educator hereunder for budgetary or other non-performance related issues, District warrants and agrees to pay the full Administration Fee contained in the Cost Summary for each such Educator and that this Refund Policy shall not be applicable in such situations.

How to Request a Refund

A refund request can be made in writing to TPG Cultural Exchange Services, LLC, Attn: Raj Vanjani, 4630 S Kirkman Road #207, Orlando, FL 32811, or sent via email to raj@tpgculturalexchange.com by the School/District official authorized by School policy to make such requests.

Should the School have an unpaid balance at the time TPG processes the request, TPG will provide confirmation of the refund amount in writing and will apply a credit to any unpaid balance.

If no balance is due to TPG, then TPG will remit a check for the refund amount payable to the School/District no later than 60 days from the date the refund request was made.

EXHIBIT C Insurance Requirements

- A. REQUIRED INSURANCE. Without limiting any of the other obligations or liabilities of TPG (herein, the "Contractor"), the Contractor shall (and shall also require of any of its subcontractors), at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement.
 - 1. Commercial General Liability. The Commercial General Liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

The Contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under the Agreement. Contractor shall maintain a policy covering Sexual Abuse and Molestation with a limit of no less then \$1,000,000 per occurrence or claim. The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct. The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

a. The limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

- b. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in the Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The Contractor shall pay on behalf of the District or the District's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the District or the District's member, official, officer or employee for which the District or the District's member, official, officer or employee is insured as an additional insured.
- 2. Professional Liability. The professional liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:
 - a. The professional liability insurance shall be on a form acceptable to the District and shall apply to those claims which arise out of Services performed by or on behalf of the Contractor pursuant to the Agreement which are first reported to the Contractor within four years after the expiration or termination of the Agreement.
 - b. If the insurance maintained by the Contractor also applies to services other than Services under the Agreement, the limits of insurance maintained by the Contractor shall not be less than \$1,000,000 per claim/annual aggregate. If the insurance maintained by the Contractor applies

exclusively to the Services under the Agreement, the limits of insurance maintained by the Contractor shall not be less than \$1,000,000 per claim/annual aggregate.

- c. Except as otherwise specifically authorized in the Agreement, the insurance may be subject to a deductible not to exceed \$15,000 per claim.
- d. The Contractor shall maintain the professional liability insurance until the end of the term of the Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of the Agreement which are reported to the Contractor or the insurer within four years after the expiration or termination of the Agreement.
- B. EVIDENCE OF INSURANCE. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement. The Contractor shall provide evidence of such insurance in the following manner:
 - 1. As evidence of compliance with the required Workers' Compensation and Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the Contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of the District, identify the Agreement, and provide that the District shall be given no less than thirty (30) days' written notice prior to cancellation.
 - 2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the Contractor shall furnish the District with:
 - a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the District and the District's members, officials, officers and employees as Additional Insured's in the Commercial General Liability coverage.
 - b. An original copy of the policy (or policies).
 - 3. Until such time as the insurance is no longer required to be maintained by the Contractor as set forth in the Agreement, the Contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.
 - 4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the Contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under the Agreement.

C. INSURERS QUALIFICATIONS/REQUIREMENTS:

- 1. Insurers providing the insurance required by the Agreement for the Contractor must either be:
 - a. Authorized by a subsisting certificate of authority issued by the State to transact insurance

in the State, or

- b. An eligible surplus lines insurer under State Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).
- 2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.
- 3. If, during the period when an insurer is providing the insurance required by the Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure; the Contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the Contractor shall be in default of the Agreement.
- D. Primary and Non-Contributory. The insurance provided by the Contractor pursuant to the Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the District or the District's member, official, officer or employee.
- E. Additional Remedy. Compliance with the insurance requirements of the Agreement shall not limit the liability of the, Contractor or its Subcontractors or Sub-subcontractors, employees or agents to the District or others. Any remedy provided to the District or the District's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.
- F. District Approval: Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by the Agreement.

EXHIBIT A - COST SUMMARY TPG Cultural Exchange Services, LLC Rev - 07/30/2025

Costs per Educator

Capitalized terms set forth in this Exhibit have the meaning set forth in that certain Professional and Educational Services Agreement by and between TPG Cultural Exchange Services, LLC and Hernando County School District dated April 26, 2022.

Educators

The Administrative Fee for each Educator, whether serving in their Initial School Year or a Subsequent School Year, shall be Thirteen Thousand Five Hundred Dollars (\$13,500) per Educator, per annum.

The Mid-Year Administrative Fee shall be Eight Thousand Five Hundred Dollars (\$8,500) per Educator for the first School Year. All other years will be at the standard full-rate TPG Administrative Fee of Thirteen Thousand Five Hundred Dollars (\$13,500).

It is not TPG's standard operating procedure to make mid-year placements. TPG must receive approval of all mid-year placements from the Department of State in keeping with J-1 Exchange Visitor Program Regulations. If a placement is made in January or any subsequent month during the School Year, the Mid-Year Administrate Fee will apply for that Educator. Administration Fees for placements before January in any School Year will be equal to the full "TPG Administration Fees" listed above.

CLIENT	TPG Cultural Exchange Services, LLC
Signature:	Signature: Signature:
Name:	Name: Christopher M. Richardson
Title:	Title: President and General Counsel
Date:	Date: 07-30-2025

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCSD 11:25 am, 08/04/2025





BDV Cultural Exchange, LLC dba TPG Cultural Exchange Services, LLC 631 S Main St 4th Floor Greenville SC 29601 United States

Bill To

Hernando County School District Hernando County School District 919 North Broad Street Brooksville FL 34601 United States **TOTAL**

\$742,500.00

Due Date: 8/28/2025

Terms	Date	Due Date	PO #
Net 30	7/29/2025	8/28/2025	SY25-26 Existing Teacher District Fees

Qty	Teacher	School	Visa Year	Rate	Amount
1	Milena Fonseca Loaiza	89392 Hernando County School District : Fox Chapel Middle School	5th	\$13,500.00	\$13,500.00
1	Shanique Antonette Patterson	89397 Hernando County School District : West Hernando Middle School	4th	\$13,500.00	\$13,500.00
1	Stacy-Ann Malcolm-White nee Malcolm	89397 Hernando County School District : West Hernando Middle School	4th	\$13,500.00	\$13,500.00
1	Florence Beatrice Naomi Thompson nee Dixon	89392 Hernando County School District : Fox Chapel Middle School	4th	\$13,500.00	\$13,500.00
1	Abdukay Archer Stewart nee Archer	89392 Hernando County School District : Fox Chapel Middle School	4th	\$13,500.00	\$13,500.00
1	Sodette Clarke née Williams	89395 Hernando County School District : Eastside Elementary School	4th	\$13,500.00	\$13,500.00
1	Isaac Kankam	89393 Hernando County School District : Hernando High School	4th	\$13,500.00	\$13,500.00
1	Denis Wanigina	89392 Hernando County School District : Fox Chapel Middle School	4th	\$13,500.00	\$13,500.00
1	Orkisha Tuandoe Mitchell	89395 Hernando County School District : Eastside Elementary School	4th	\$13,500.00	\$13,500.00
1	Anna - Kaye Wright	89392 Hernando County School District : Fox Chapel Middle School	4th	\$13,500.00	\$13,500.00
1	Kesha Althea Russell nee Grant	893910 Hernando County School District : Explorer K-8	4th	\$13,500.00	\$13,500.00
1	Charlie Cempron	89395 Hernando County School District : Eastside Elementary School	4th	\$13,500.00	\$13,500.00
1	Asiya Arshi	89394 Hernando County School District : F.W. Springstead High School	4th	\$13,500.00	\$13,500.00
1	Daniel Gyanko	893919 Hernando County School District : Nature Coast Technical High School	4th	\$13,500.00	\$13,500.00







BDV Cultural Exchange, LLC dba TPG Cultural Exchange Services, LLC 631 S Main St 4th Floor Greenville SC 29601 United States

Qty	Teacher	School	Visa Year	Rate	Amount
1	Gizel Roache	89393 Hernando County School District : Hernando High School	4th	\$13,500.00	\$13,500.00
1	Rosette Javier	893911 Hernando County School District : Deltona Elementary School	4th	\$13,500.00	\$13,500.00
1	Maria Ruina Orfilla	89396 Hernando County School District : Powell Middle School	4th	\$13,500.00	\$13,500.00
1	Milton Martin	893913 Hernando County School District : D.S. Parrott Middle School	4th	\$13,500.00	\$13,500.00
1	Shacory Lindo	893913 Hernando County School District : D.S. Parrott Middle School	4th	\$13,500.00	\$13,500.00
1	Nickeisha Marshall	893914 Hernando County School District : Pine Grove Elementary School	4th	\$13,500.00	\$13,500.00
1	Alwayne Rudel Wallace	893920 Hernando County School District : Challenger K-8	4th	\$13,500.00	\$13,500.00
1	Jeselle Anne Loveria	89396 Hernando County School District : Powell Middle School	4th	\$13,500.00	\$13,500.00
1	Cristina Cabarse	89394 Hernando County School District : F.W. Springstead High School	4th	\$13,500.00	\$13,500.00
1	Samuel Takyi	89392 Hernando County School District : Fox Chapel Middle School	4th	\$13,500.00	\$13,500.00
1	Chavel Shanique Stephenson	89396 Hernando County School District : Powell Middle School	4th	\$13,500.00	\$13,500.00
1	Yanique Whyte nee Jones	89392 Hernando County School District : Fox Chapel Middle School	3rd	\$13,500.00	\$13,500.00
1	Leanne Waga	893910 Hernando County School District : Explorer K-8	3rd	\$13,500.00	\$13,500.00
1	Venise Bond	893912 Hernando County School District : Spring Hill Elementary School	3rd	\$13,500.00	\$13,500.00
1	Kelice Robinson	893910 Hernando County School District : Explorer K-8	3rd	\$13,500.00	\$13,500.00
1	Romae Griffiths	89393 Hernando County School District : Hernando High School	3rd	\$13,500.00	\$13,500.00
1	Danielle Christian	893917 Hernando County School District : Delores Parrott Middle School	3rd	\$13,500.00	\$13,500.00
1	Deneisha Bethune	893910 Hernando County School District : Explorer K-8	3rd	\$13,500.00	\$13,500.00
1	Octavia Smythe	893914 Hernando County School District : Pine Grove Elementary School	3rd	\$13,500.00	\$13,500.00
1	Angelle Eloise Minto nee Whittaker	893914 Hernando County School District : Pine Grove Elementary School	3rd	\$13,500.00	\$13,500.00
1	Stacia Marchant	893914 Hernando County School District : Pine Grove Elementary School	3rd	\$13,500.00	\$13,500.00







BDV Cultural Exchange, LLC dba TPG Cultural Exchange Services, LLC 631 S Main St 4th Floor Greenville SC 29601 United States

Qty	Teacher	School	Visa Year	Rate	Amount
1	Tashae Williams	893916 Hernando County School District : Brooksville Elementary School	3rd	\$13,500.00	\$13,500.00
1	Harris Glenn Cotillon	89396 Hernando County School District : Powell Middle School	3rd	\$13,500.00	\$13,500.00
1	Nagaraju Pishke	89393 Hernando County School District : Hernando High School	3rd	\$13,500.00	\$13,500.00
1	Nagalakshmi Thulasi Borra	89527 Bibb County School District : Central High School	3rd	\$13,500.00	\$13,500.00
1	Michael Asumani Mensah	893918 Hernando County School District : Springstead High School	3rd	\$13,500.00	\$13,500.00
1	Susan Dolphie	893914 Hernando County School District : Pine Grove Elementary School	3rd	\$13,500.00	\$13,500.00
1	Daedrian Smith	893912 Hernando County School District : Spring Hill Elementary School	3rd	\$13,500.00	\$13,500.00
1	Yenukwa Amadu	89527 Bibb County School District : Central High School	3rd	\$13,500.00	\$13,500.00
1	Monae Mckenzie- Hill	893920 Hernando County School District : Challenger K-8	3rd	\$13,500.00	\$13,500.00
1	Seema Niaz	89527 Bibb County School District : Central High School	3rd	\$13,500.00	\$13,500.00
1	Kaydeon Shadae Anderson	893913 Hernando County School District : D.S. Parrott Middle School	2nd	\$13,500.00	\$13,500.00
1	Wareka Shara Lee Kerr	89394 Hernando County School District : F.W. Springstead High School	2nd	\$13,500.00	\$13,500.00
1	Jenna Fermin	89527 Bibb County School District : Central High School	2nd	\$13,500.00	\$13,500.00
1	Kimberly Torrente	89527 Bibb County School District : Central High School	2nd	\$13,500.00	\$13,500.00
1	Emil Melchor	89527 Bibb County School District : Central High School	2nd	\$13,500.00	\$13,500.00
1	Upasana	89393 Hernando County School District : Hernando High School	2nd	\$13,500.00	\$13,500.00
1	Prince Agyemang	89393 Hernando County School District : Hernando High School	2nd	\$13,500.00	\$13,500.00
1	Kwabena Akurugu	8939 Hernando County School District	2nd	\$13,500.00	\$13,500.00
1	Srinivasaprabu Murugesan	8939 Hernando County School District	2nd	\$13,500.00	\$13,500.00
1	Braghadha Devakumar	89527 Bibb County School District : Central High School	2nd	\$13,500.00	\$13,500.00





Invoice 7/29/2025

BDV Cultural Exchange, LLC dba TPG Cultural Exchange Services, LLC 631 S Main St 4th Floor Greenville SC 29601 **United States**

> Subtotal \$742,500.00 Tax Total (0%) \$0.00

> > Total \$742,500.00

Pay Online Here

Customer Portal

Bank Information:

Beneficiary: TPG Cultural Exchange Services, LLC 631 S Main St. Suite #400 Greenville, SC 29601 (864) 520-8845 **Recipient Bank:**

Regions Bank.
201 Milan Parkway
Birmingham, AL, 35211
Account Number: 0326856603 (business checking account)
Routing/ABA Number: 053201814(ACH)

Routing/ABA Number: 062005690 (Wire)

Please Make Checks payable to TPG Cultural Exchange Services, LLC, and mail to: TPG Cultural Exchange Services

631 S. Main Street Suite 400 Greenville, SC 29601

Questions: Please email accounting@tpgculturalexchange.com

Thank you for your business!



^{*}Credit card payments may incur a 3% fee.

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name:	BDV Cultural Exch	ange o	dba TPG Cultural Exc	hange Services, LLC			
Vendor FEIN: 87-3094277		_					
Vendor's Authorized Representative Name and Title: Minh Huynh, Senior Accountant							
Address: 631 S Main St 4th Floo	r						
City: Greenville	State:	SC	ZIP: ²	29601			
Phone Number: (864) 813-7901							
Email Address: accounting@tpg	gculturalexchange.co	m					

Section 787.06(13), 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 are true. By:	it
AUTHORIZED SIGNATURE	
Print Name and Title: Minh Huynh, Senior Accountant	
Date: 07/10/2025	

Approved as to form & content for HCSD: Kevin M. Sullivan Attorney, BGR&H 12:27 pm, Aug 13, 2024

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 <u>Rule 60A-1.020</u>, <u>F.A.C.</u>

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: Minh Huynh

Title: Senior Accountant

Signature: **M**Date: 07/10/2025

Approved as to form & content for HCSD: Kevin M. Sullivan Attorney, BGR&H 12:28 pm, Aug 13, 2024

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.
- 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"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.
- 8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.
- 9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 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.
- Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.
- 12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

- 13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.
 - 14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.
 - 15. <u>E-Verify</u>. Pursuant to 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.
 - <u>Public records compliance provisions</u>. 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: Minh Huynh

Title: Senior Accountant

Date: 07/10/2025

Approved as to Content & Form

Caroline Mocker, Esq.

Staff Counsel, HCSD

8:55 am, 04/24/2025

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.

(For Donations, use Section B)

Account Number		1100	5100	3100	9300	00100	
, 10004111 114111201	_	Fund	Function	Object	Cost Center	Project	Sub Projec
Original		Budget	Expenditures /	Current	Present	Remaining	
Approved Budget	+	Amendments	- Encumbrances To Date	= Available Budget	- Request	= Balance Available	
742,500.00	_ \$_		_{\$} 0	_{\$} 742,500.00	_{\$} 742,500.00	\$ 0.00	
Account Name							
Account Name	-						
						Desired	Sub Projec
Account Number	-	Fund	Function	Object	Cost Center	Project	Oub i rojec
Original	_	Budget	Expenditures /	Current	Present	Remaining	oub i rojec
	+		Expenditures /	,		,	ous i rojec

B. Item Currently Not Budgeted	I -**					
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:	0

 Prior Year Approved Budget:
 \$825,000.00

 Prior Year Actual Spent:
 \$825,000.00

^{**} 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 # 19. 26-3225

8/26/2025

Title and Board Action Requested

Approve the piggyback of the School Board of Broward County, Florida, ITB No. FY24-075: Intercom, Master Clock, Sound System, Equipment, Parts and Accessories, awarded to Rauland-Borg Corporation of Florida and authorize the purchase of goods and services for an estimated annual spending amount of \$100,000.00.

Executive Summary

The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board the piggyback of the School Board of Broward County, Florida, ITB No. FY24-075: Intercom, Master Clock, Sound System, Equipment, Parts and Accessories, awarded to Rauland-Borg Corporation of Florida and authorize the purchase of goods and services for an estimated annual spending amount of \$100,000.00.

HCSB Bid No. 26-725-15 PB has been assigned for internal tracking purposes.

My Contact

Director of Maintenance Joseph Rychcik 8008 Mobley Road Brooksville, FL 34601

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 26, 2025					
Bid No. 26-725-15 PB				Bid Title: Intercom, Master Clock, Sound System Service, Equipment, Parts and Accessories					
Recommend approv	al of this agenda item u	nder the spe	cific category	below:					
□ Lowest Bid(s) □ Revised Award □ Contract Termination □ Reversed Auction	☐ Request for Proposal(s) ☐ Renewal of Contract n ☐ Amendments to Contra ☑ Piggyback: School Distri	Sole/Single Sour			☐ Rejection/Cancellation☐ Re-Award (Partial/Whole)☐ Emergency				
Bid Contract Perio	od: 08/26/2025 t	/17/2026	2026 □ N/A – One Time Purchas						
Contract Type:	☐ Estimated ☐ Firm Dollar Amount Dollar			☐ Firm, Fixed Unit Prices		d Unit Prices, Fees and/or			
Renewal Options:	Pnewal Options: No. of Terms Remaining 2		☐ Length of Each Term (month)		gth of erm (year)	□ None			
Clock/Sound System	: Piggyback the Schoo Service/Equipment, Pa B has been assigned for	rts & Access	ories awarded	to Rauland Bo					
Bidders Electronically Downloaded From Bidnet Direct Website:	Bids Received:	No Bids:	Late Bids:	Rejecte	d Bids:	N/A – Bids Not Required: Piggyback			
Submitted By:	Christopher Reckner Director of Purchasir			School(s): Dis	strict Wide				
Requested By:	Joseph Rychcik Director of Maintena		Department(s): Maintenance Department						

Recommended award: (See attached)

T/C CODE: 2615 (26-725-15 PB (08-26-25)

Awarded Vendor:

Rauland-Bord Corporation of Florida

Group 1

Item	Description	Discount of List Price	
1.	Atlas	10%	
2.	No Bid		
3.	No Bid		
4.	No Bid		
5.	Community Professional Loud	10%	
6.	Quam	10%	
7.	Lowell	15%	
8.	Rauland-Borg	28%	

Group 2

Product	Description	Hourly Rate		
1.	Technician Labor Rate (Standard Business Hours)	\$75.00		
2.	Technician Helper/Apprentice Labor Rate (Standard Business Hours)	\$65.00		
3.	Technician Helper/Apprentice Labor Rate (Weekends or Holidays)	\$112.50		

Contact Information:

Craig DeWerff
Rauland-Borg Corporation of Florida
620 Douglas Avenue
Altamonte Springs, FL 32714
(954)747-4456
craig.dewerff@ametek.com

craig.dewern@ametek.com

James Ross
Account Executive
(727) 365-9755
James.ross@ametek.com

(26-725-15 PB (08-26-25) 2

Complete Section A or B; and C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.

(For Donations, use Section B)

A. Item Currently Budget	ed -									
Account Name										
Account Number	_									
Account Number	_	Fund	Function		Object		Cost Center	. —	Project	Sub Project
Original		Budget	Expenditures /		Current		Present		Remaining	
Approved Budget	-	Amendments -	Encumbrances To Date	=	Available Budget	-	Request	=	Balance Available	
\$	\$		\$	\$		\$		\$		
Account Name										
Account Number										
	-	Fund	Function		Object		Cost Center	•	Project	Sub Project
Original		Budget	Expenditures /		Current		Present		Remaining	
Approved Budget	+ -	Amendments -	Encumbrances To Date	=	Available Budget	-	Request	=	Balance Available	
\$	\$		\$	\$		\$		\$		
Funding Source Account Name	_									
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 Y	ear Approved Budget:	\$							
	Prior Y	ear 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 # 20. 26-3230

8/26/2025

Title and Board Action Requested

Approve the piggyback of the Sourcewell Cooperative, RFP #091521, Contract #091521-NAF for Cars, Trucks, Vans, SUVs, Cab Chassis & Other Vehicles, awarded to National Auto Fleet Group (NAFG) and authorize the purchase of Eight (8) Vans for a total estimated spending of \$512,960.00.

Executive Summary

The Director of Transportation, on behalf of the Superintendent of Schools, hereby requests the Board approve the piggyback of the Sourcewell Cooperative, RFP #091521, Contract #091521-NAF for Cars, Trucks, Vans, SUVs, Cab Chassis & Other Vehicles, awarded to National Auto Fleet Group (NAFG) and authorize the purchase of eight (8) 2025D Ford Transit T-350 Wagon Medium Roof RWD 148" WB XL- 12-Pass Base, for an estimated cost of \$512,960.00. These vehicles are to be converted into 10 passenger vans for the transportation of students.

Alan Jay Automotive Network serves as a qualified partner to the NAFG Contract, serving the state of Florida HCSB Bid #23-070-37 PB has been assigned for internal tracking purposes.

My Contact

Ralph Leath Director of Transportation 352-797-7003

2023-28 Strategic Focus Area

Priority 3: Safe and Healthy Learning Environment

Financial Impact

The Cost for this Agenda Item is \$512.960.00. The cost for the previous fiscal year was \$0.00. 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 Meeti	ing:	August 26, 2025					
Bid No. 23-070-	37 PB		Bid Title: Cars, Trucks, Vans, SUVs, Cab Chassis & Other Vehicles					
Recommend approv	al of this agenda item u	ınder the specifi	c category b	elow:				
□ Lowest Bid(s) □ Revised Award □ Bid Termination □ Reversed Auction	☐ Request for Proposal(☐ Renewal of Contract☐ Revisions/Amendmen☐ Piggyback Cooperativ	□Solets to Bid □Bid	Bid(s) Meeti Source Extension	ng Specificatio	1	□Rejection/Cancellation □Re-Award (Partial/Whole) □Emergency		
Bid Contract Perio Purchase Approva		through 11/08,	/2025	□ N//	A – One T	ime Purchase		
Contract Type:	☐ Estimated Dollar Amount	☐ Firm, Fixed Dollar Amount		Firm, Fixed		ixed Unit Prices, ites, Fees and/or ges		
Renewal Options:	No. of Terms Remaining 1		gth of erm (month)	⊠ Len ₈ Each Te 1	erm (year)	□ None		
SUVs, Cab Chassis & serves as a qualified assigned for interna	: Piggyback Sourcewel Other Vehicles, awarde partner to the NAFG Coll tracking purposes. Ve the purchase of vehi	ed to National A ontract, serving	uto Fleet Gr the state of	oup (NAFG). Florida. HCS	Alan Jay A B Bid #23-	utomotive Network 070-37 PB has been		
Bidders Electronically Downloaded From Publi Purchase Website:	Bids Received:	No Bids:	Late Bids:	Rejecte	d Bids:	N/A − Bids Not Required: Piggyback		
Submitted By:	Christopher Reckner Director of Purchasin		<u> </u>	Schoo	o l(s): Distr	ict Wide		
Requested By:	Ralph Leath Director of Transpor	tation	D	epartment(s): Transp	oortation		

Recommended award, description of items and prices: (See attached)

T/C CODE: 2337 23-070-37 PB (08-26-25)



Contract Number: 2025 091521-NAF & 032824-NAF

Quote ID: 61963

Agency: HERNANDO COUNTY SCHOOL BOARD

Date: 6/11/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (8) 2025D FORD TRANSIT T-350 WAGON MEDIUM ROOF RWD 148" WB XL - (12-PASS BASE), please review carefully and contact us with any errors or changes.

MSRP:		\$59,220.00
Base Price:		\$55,910.00
Factory Options:		\$885.00
Aftermarket Options	:	\$7,325.00
Vehicle Price:		\$64,120.00
Purchase Total:	Qty (8)	\$512,960.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: CHRISTY SELF / 904-838-4999 / Christy.Self@AlanJay.com





Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529) DIRECT 863-385-9610 WWW.ALANJAY.COM 61963-2 P.O. BOX 9200 2003 U.S. 27 South Mailing Corporate MOBILE 904-838-4999 Address Office Sebring, FL 33870 FAX 863-402-4221 Sebring, FL 33871-9200 **ORIGINAL QUOTE DATE REVISED QUOTE DATE OUICK QUOTE SHEET** 2/27/2025 6/11/2025 **HERNANDO COUNTY SCHOOL BOARD** REQUESTING AGENCY **RON RALPH** RALPH R@HCSB.K12.FL.US **CONTACT PERSON EMAIL** 352-797-7050 MOBILE 217-898-7791 PHONE FAX www.NationalAutoFleetGroup.com SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF X2C 301A MODEL \$59,220.00 **MSRP** 2025D FORD TRANSIT T-350 WAGON MEDIUM ROOF RWD 148" WB XL -(12-PASS BASE) **CUSTOMER ID** CONTRACT PRICE \$55,910.00 **BED LENGTH** ** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order. **FACTORY OPTIONS DESCRIPTION** Oxford White \$0.00 Dark Palazzo Gray, Vinyl Front Bucket Seats VK \$0.00 Engine: 3.5L PFDi V6 Flex-Fuel \$0.00 44U Transmission: 10-Spd Automatic w/OD & SelectShift \$0.00 **OPTIONS Front License Plate Bracket** 153 \$0.00 Dark Palazzo Gray Vinyl Bucket Seats \$0.00 21G 301A Order Code 301A \$0.00 63E Dual AGM Batteries (70 Amp-hr Each) \$290.00 Wheels: 16" Steel w/Full Silver Cover \$30.00 86F 2 Additional Keys (4 Total) \$70.00 \$495.00 92E **Privacy Glass** 3.73 Axle Ratio \$0.00 \$885.00 **FACTORY OPTIONS CONTRACT OPTIONS DESCRIPTION** TEMP-TAG Temporary tag \$45.00 MW 10 PASS \$7,280.00 Package 12 to 10 Passenger on 148" WB Medium Roof Wagon Re-arrange Rear OEM Seating, Disable Seat Mounting Locations, Cover Floor Pockets with Non-Slip Surface. ** Re-Classify OEM Vehicle from Bus to MPV IMPORTANT NOTES: ** Can only be built on an Untitled Vehicle ** This build can only be built on a Ford Transit Wagon WITH SEATS! **CONTRACT OPTIONS** \$7,325.00 **TRADE IN TOTAL COST** \$64,120.00 YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING **TOTAL COST LESS TRADE IN(S)** 8 \$512,960.00 QTY Estimated Annual payments for 60 months paid in advance: \$14,742.51 Extended: \$117,940.11 Municipal finance for any essential use vehicle, requires lender approval, WAC

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

CHRISTY SELF GOVERNMENT ACCOUNT MANAGER Christy.Self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.

I am always happy to be of assistance.

VEHICLE QUOTED BY



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Ford Transit Passenger Wagon (X2C) T-350 148" Med Roof XL RWD

MSRP:\$57,700.00

Interior: Dark Palazzo Gray, Vinyl Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L PFDi V6 Flex-Fuel

Transmission: 10-Spd Automatic w/OD & SelectShift

OPTIONS

O			
	CODE	MODEL	MSRP
	X2C	[Fleet] 2025 Ford Transit Passenger Wagon (X2C) T-350 148" Med Roof XL RWD	\$57,700.00
		OPTIONS	
	153	Front License Plate Bracket	\$0.00
	21G	Dark Palazzo Gray Vinyl Bucket Seats	\$0.00
	301A	Order Code 301A	\$0.00
	44U	Transmission: 10-Spd Automatic w/OD & SelectShift	\$0.00
	63E	Dual AGM Batteries (70 Amp-hr Each)	\$295.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24216. Data Updated: Dec 16, 2024 6:44:00 PM PST.

Vehicle: [Fleet] 20	025 Ford Transit Passenger Wagon (X2C) T-350 148" Med Roof X	L RWD (✓ Complete)
64H	Wheels: 16" Steel w/Full Silver Cover	\$35.00
86F	2 Additional Keys (4 Total)	\$75.00
92E	Privacy Glass	\$500.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	\$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	\$0.00
X73	3.73 Axle Ratio	\$0.00
YZ	Oxford White	\$0.00
	SUBTOTAL	\$58,605.00
	Adjustments Total	\$0.00
	Destination Charge	\$2,095.00
	TOTAL PRICE	\$60,700.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 24216. Data Updated: Dec 16, 2024 6:44:00 PM PST.

Standard Equipment

Mechanical	
	Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection (STD)
	Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System
	Rear-Wheel Drive
	70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
	HD 250 Amp Alternator
	3097# Maximum Payload
	GVWR: 9,500 lb
	Gas-Pressurized Front Shock Absorbers and HD Rear Shock Absorbers
	Front Anti-Roll Bar
	Electric Power-Assist Steering
	25.1 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 16" Silver Steel w/Black Hubcap
	Tires: 235/65R16C 121/119 R AS BSW
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper
	Black Rear Bumper w/1 Tow Hook
	Black Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles

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Data Version: 24216. Data Updated: Dec 16, 2024 6:44:00 PM PST.

Exterior	
	Black Power Side Mirrors w/Convex Spotter and Manual Folding
	Fixed Rear Window w/Defroster
	Rain Detecting Variable Intermittent Wipers
	Fully Galvanized Steel Panels
	Black Grille
	Sliding Rear Passenger Side Door
	Split Swing-Out Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Ford Co-Pilot360 - Autolamp Auto On/Off Reflector Halogen Auto High-Beam Headlamps w/Delay-Off
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and SYNC 3 External Memory Control
	Radio: AM/FM Stereo -inc: 4.0" multi-function display, Bluetooth and dual USB ports
	Streaming Audio
	Fixed Antenna
	8 Speakers (4 Front/4 Rear)
	Bluetooth Wireless Phone Connectivity
	1 LCD Monitor In The Front
Interior	
	Dark Palazzo Gray Cloth Bucket Seats -inc: 2-way manual driver seat w/lumbar, 2-way manual passenger seat and driver and passenger armrest (STD)
	4-Way Driver Seat
	4-Way Passenger Seat
	Removable Bench Front Facing Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
	Fixed Rear Windows and Fixed 3rd Row Windows
	FordPass Connect 4G Mobile Hotspot Internet Access
	Removable Split-Bench 3rd Row Seat Front, 3 Manual and Adjustable Head Restraints
	Removable Split-Bench Front Facing 4th Row Seat Number, Control and Type Head Restraint

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Data Version: 24216. Data Updated: Dec 16, 2024 6:44:00 PM PST.

Interior	
IIILETIOI	Front Cumbolder
	Front Cupholder
	Rear Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	Rear HVAC
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Cloth Front Bucket Seats
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
	Partial Floor Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Vinyl/Rubber Floor Trim
	Cargo Space Lights
	Pre-Collision Assist w/Automatic Emergency Braking
	Instrument Panel Bin, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver 1-Touch Down
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Analog Appearance
	Seats w/Cloth Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer

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Data Version: 24216. Data Updated: Dec 16, 2024 6:44:00 PM PST.

Roadside Assistance Miles/km: 60,000

Vehicle: [Fleet] 2025 Ford Transit Passenger Wagon (X2C) T-350 148" Med Roof XL RWD (✓ Complete)

Interior	
	2 12V DC Power Outlets
Safety-Mechanical	
	Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Lane-Keeping System Lane Departure Warning
	Driver Monitoring-Alert
	Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5

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Data Version: 24216. Data Updated: Dec 16, 2024 6:44:00 PM PST.

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.

(For Donations, use Section B)

Item Currently Budgeted						
Account Name	22/23 Capital Outla	y Millage/Facilities Acquisition	ns & Construction/Motor	Vehicles other than Buses/Trans	portation/Motor Vehicles	3
Account Number	3730	7400	6520	9602	M5250	<u> </u>
	Fund	Function	Object	Cost Center	Project	Sub Project
Original	Budget	Expenditures /	Current	Present	Remaining	
Approved + Budget -	Amendments	- Encumbrances To Date	= Available Budget	- Request =	Balance Available	
512,960.00	\$.00	\$.00	\$ 512,960.00	\$ 512,960.00	\$.00	
Account Name						
Account Number		_				
	Fund	Function	Object	Cost Center	Project	Sub Project
Original	Budget	Expenditures / - Encumbrances	Current = Available	Present =	Remaining	
Approved + Budget -	Amendments	- Encumbrances To Date	= Available Budget	- Request =	Balance Available	
	\$	\$	\$	\$	\$	
	\$	\$	\$		\$	
Item Currently Not Budge		\$	\$		\$	
Item Currently Not Budge Funding Source Account Name		\$	\$	\$	\$	
Funding Source	eted -**					
Funding Source Account Name		\$ Function	Object	Cost Center	\$ Project	Sub Project
Funding Source Account Name	rted -** Fund	Function				Sub Project
Funding Source Account Name Account Number	rted -** Fund	Function				Sub Project
Funding Source Account Name Account Number Amount \$\frac{\$}{2}\$	rted -** Fund	Function				Sub Project
Funding Source Account Name Account Number Amount \$ Funding Source Account Name	rted -** Fund	Function				Sub Project
Funding Source Account Name Account Number Amount \$\frac{\$}{2}\$ Funding Source	rted -** Fund	Function				Sub Project
Funding Source Account Name Account Number Amount \$ Funding Source Account Name	Fund	Function	Object	Cost Center	Project	

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

0

Prior Year Approved Budget:

Prior Year Actual Spent:

\$.00

\$.00

C. History

Check one:
Prior Year Budget:

New for Current Year: ⊗



Hernando School District

School Board Regular Meeting

Agenda Item # 21. 26-3231

8/26/2025

Title and Board Action Requested

Approve the renewal of the piggyback of Choice Partners, Harris County Department of Education, RFP #22/038SG: Educational Materials and Related Items, awarded to multiple vendors, and authorizes purchases for an estimated annual spending of \$75,000.00.

Executive Summary

The Director of Purchasing and Warehousing, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of the piggyback of Choice Partners, Harris County Department of Education, RFP #22/038SG: Educational Materials and Related Items, awarded to multiple vendors, and authorizes purchases for an estimated annual spending of \$75,000.00.

This piggyback contract will supplement the currently approved contract for Classroom Instructional Materials, allowing for a greater selection of items ensuring the best quality and pricing for the district. Schools/Sites will make purchases utilizing their already approved annual budgets.

HCSB Bid No. 24-785-18 PB RN has been assigned for internal tracking purposes.

My Contact

Christopher Reckner, Director of Purchasing & Warehousing (352) 797-7000, ext. 70323

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 Meeti	ng:		Augı	ıst 26, 202	.5			
Bid No. 24-785-	18 PB RN			Bid Title: Educational Material and Related Items					
Recommend approve	al of this agenda item u	nder the	specific c	ategor	y below:				
☐ Lowest Bid(s) ☐ Revised Award ☐ Bid Termination ☐ Reversed Auction	☐ Request for Proposal(s ☑ Renewal of Contract ☐ Revisions/Amendment ☑ Piggyback: Cooperation	ts to Bid	□Low Bi □Sole So □Bid Ext	ource	eting Specificati	on	☐ Rejection/Cancellation☐ Re-Award (Partial/Whole☐ Emergency		
Bid Contract Perio	d : 08/26/2025 t	hrough	08/16/20	026	□ N,	/A – One	Time Purchase		
Contract Type:	☐ Estimated Dollar Amount	☐ Firm Dollar A			☐ Firm, Fixed Unit Prices	•	Fixed Unit Prices, Rates, Fees and/or ages		
Renewal Options:	No. of Terms Remaining 1		☐ Lengtl Each Terr		th) <u>Each T</u>	ngth of <u>erm (year)</u> 1	□ None		
	Piggyback the renewa and Related items, award Instructional Materials.	ded to mu	ıltiple vend	dors. T	his contract will	supplemer			
Bidders Electronically Downloaded From Bidne Direct Website:	Bids Received: et	No Bids:		Late Bid	s: Rejecto	ed Bids:	N/A – Bids Not Required: Piggyback		
Submitted By:	Christopher Reckner Director of Purchasir		rehousin	g	Site:	Purchasiı	ng Department		
Requested By:	For Use by All Schoo	ls/Sites I	District-V	Vide					
Recommended aw	ard: (See attached)								

(24-785-18 PB RN (08-26-25)

T/C CODE: 2418

Bid #24-785-18 PB RN: Educational Materials and Related Items

• Achieve 3000, Inc.

www.achieve3000.com
Brian Whiteaker
(425) 686-4464
Brian.Whiteaker@mheducation.com

CEV Multimedia LLC

www.icevonline.com (800)922-9965 customersupport@cevmultimedia.com

• eDynamic Holding, LP

www.edynamiclearning.com Ricci Blackwell (877) 585-2029 sales@edynamiclearning.com

McGraw Hill, LLC

www.mheducation.com/Prek-12 (800) 338-3987 Orders mhe@mheducation.com

• OTC Direct dba Oriental Trading Company

www.orientaltrading.com
Jordan Frum
(402) 939-1580
jfrum@oriental.com
To order:
(800)228-2269
orders@oriental.com

(24-785-18 PB RN (08-26-25)

193

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.

(For Donations, use Section B)

	urrently Budget	ed -	Instructional Classro	om Mat	erial and Supplies							
	ount Number	-	11xx/801/4xx		5100		Various		Various		Various	
71000	June Hambon	-	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	Schools/Sites will make purchases utilize funds from their approved
\$ 75,00	00.00	\$	0.00	\$	0.00	\$	75,000.00		\$ 75,000.00	_ \$	0.00	2025-2026 budget.
	ount Name	_										
Acco	ount 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 Co	urrently Not Bu	dgeted	_**									
Fund	ding Source	-										
Acco	ount Name	_										

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

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

 Prior Year Approved Budget:
 \$ \$75,000.00

 Prior Year Actual Spent:
 \$ 50,922.92

^{**} 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 # 22. 26-3232

8/26/2025

Title and Board Action Requested

Award Bid No. 26-968-04: Network Cabling Projects, to multiple vendors and authorize the purchase of services for an estimated annual spending of \$300,000.00.

Executive Summary

The Director of Technology and Information Services, on behalf of the Superintendent of Schools, hereby requests the Board approve bid number 26-968-04, Network Cabling Projects, to AFL Enterprise Services, LLC, Area Communications Company, Bore Tech Utilities and Maintenance, Inc. and Wilson Technologies for the installation of network cabling and authorize the purchase of good and/or services on an as needed basis district-wide for an annual estimated amount of \$300,000.00. This amount covers the costs of any cabling and repairs not covered by E-Rate.

My Contact

Joseph Amato Director of Technology and Information Services (352) 797-7006 ext. 70102

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.

PURCHASING AGENDA ITEM

Hernando County School District

School Board	Approval Meeti	ng:	Augu	st 26, 2025	5		
Bid No. 26-968-	04		Bid Title: Network Cabling Projects				
Recommend approve	al of this agenda item u	nder the spec	ific category	below:			
☐ Lowest Bid(s) ☐ Revised Award ☐ Contract Termination ☐ Reversed Auction	☐Request for Proposal(s) ☐Renewal of Contract ☐Amendments to Contra ☐Piggyback	□S act □E	ole/Single Sou xtension of Co]Rejection/Cancellation]Re-Award (Partial/Whole]Emergency	
Bid Contract Perio	d: 08/26/2025	through 08/2	27/2027	□ N/A	A – One Tii	me Purchase	
Contract Type:	☐ Estimated Dollar Amount	☐ Firm, Fixe Dollar Amou		☐ Firm, Fixed Unit Prices		xed Unit Prices, es, Fees and/or es	
Renewal Options:	No. of Terms Remaining 3		Length of h Term (mont		gth of erm (year)	□ None	
Rationale/Reason on an as-needed bas	: Firm fixed, all-inclusi	ve hourly labo	or rates and	firm percentage	es (%). Serv	vices will be required	
Bidders Electronically Downloaded From Bidnet Direct Website:	Bids Received: - 5 - 71	No Bids: - 2 -	Late Bids - 0 -	: Rejecte	d Bids:	N/A – Bids Not Required:	
Submitted By:	Christopher Reckner	<u> </u>		Schoo	l(s): Distri	ct Wide	
	Director of Purchasi	ng & Wareh	ousing				
Requested By:	<u>Darin Defilippo</u> Manager of Telecom	nmunication	S	_ Depar	rtment(s):	TIS	
Recommended aw	vard: (See attached)		<u>.</u>	- · · · · · · · · · · · · · · · · · · ·			

(26-968-04 (08-26-25)

T/C CODE: 2604

This tabulation establishes a contract(s) with experienced, qualified, bonded and licensed contractors to provide services for network cabling projects on an as needed basis. All the rates established are inclusive of labor, supervision, material, supplies, parts, equipment, tools, travel, vehicles, fuel, fuel surcharges, cleanup, etc. No additional charges, fees or expenses shall be added to or accepted for a quoted project unless specifically stated within the contract documents.

AFL Enterprise Services, Inc.

Description	Rate
1. Labor Rate (straight time): During Normal or Regular Business Hours, Monday-Friday, 7:00 am	to 4:00 pm:
Foreman w/Truck Supervisor w/Truck Journeyman Helper	\$ 45.00 / Hour \$ 45.00 / Hour \$ 45.00 / Hour \$ 40.00 / Hour
2. Labor Rate (overtime): School not in Session, Nights, Weekends & Holidays:	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	\$ 55.00 / Hour \$ 55.00 / Hour \$ 55.00 / Hour \$ 55.00 / Hour
3. Material & Supplies * Percentage (%) Mark-Up (+) On Materials & Supplies. This is allowed when the contractor must purchase materials outside the normal scope of needed supplies & material to complete the project. Materials are to be billed at net cost and include a percentage (%) markup. No mark-up on sales tax or freight allowed.	12 %
4. Subcontractor Services * Percentage (%) Mark-Up (+) for use of Subcontractors When the service of a subcontractor is authorized for a particular project or potion thereof. The cost-plus mark-up is to be included in quotes and invoices for payment to the District. A copy of the subcontractor's invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive.	12 %

^{*} Includes all shipping, transportation, delivery and storage of all materials, supplies and labor needed to complete each project.

Warranty Information:

Labor/Workmanship – One (1) Year Manufacturer's Warranty on Equipment/Parts – 25 Years

Delivery ARO - TBD - Depends on project

Contact Information:

Patrick Cahill (727) 404-7788 patrick.cahill@afiglobal.com

(26-968-04 (08-26-25)

Area Communications Company

Description	Rate
1. Labor Rate (straight time): During Normal or Regular Business Hours, Monday-Friday, 7:00 am	to 4:00 pm:
Foreman w/Truck Supervisor w/Truck Journeyman Helper	\$ 81.00 / Hour \$ 90.00 / Hour \$ 72.00 / Hour \$ 63.00 / Hour
2. Labor Rate (overtime): School not in Session, Nights, Weekends & Holidays:	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	\$ 121.50 / Hour \$ 135.00 / Hour \$ 108.00/ Hour \$ 94.50/ Hour
3. Material & Supplies * Percentage (%) Mark-Up (+) On Materials & Supplies. This is allowed when the contractor must purchase materials outside the normal scope of needed supplies & material to complete the project. Materials are to be billed at net cost and include a percentage (%) markup. No mark-up on sales tax or freight allowed.	6.5 %
4. Subcontractor Services * Percentage (%) Mark-Up (+) for use of Subcontractors When the service of a subcontractor is authorized for a particular project or potion thereof. The cost-plus mark-up is to be included in quotes and invoices for payment to the District. A copy of the subcontractor's invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive.	N/A

^{*} Includes all shipping, transportation, delivery and storage of all materials, supplies and labor needed to complete each project.

Warranty Information:

Labor/Workmanship — Five (5) Years
Manufacturer's Warranty on Equipment/Parts — Five (5) Years

Delivery ARO - Three (3) to Five (5) Days

Contact Information:

Sean Chancey (904) 449-0166 schancey@areacom.com

(26-968-04 (08-26-25)

Bore Tech Utilities and Maintenance, Inc.

Description	Rate
1. Labor Rate (straight time): During Normal or Regular Business Hours, Monday-Friday, 7:00 am	to 4:00 pm:
Foreman w/Truck Supervisor w/Truck Journeyman Helper	\$ 80.00 / Hour \$ 95.00 / Hour \$ 78.00 / Hour \$ 55.00 / Hour
2. Labor Rate (overtime): School not in Session, Nights, Weekends & Holidays:	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	\$ 90.00 / Hour \$ 105.00 / Hour \$ 88.00 / Hour \$ 65.00 / Hour
3. Material & Supplies * Percentage (%) Mark-Up (+) On Materials & Supplies. This is allowed when the contractor must purchase materials outside the normal scope of needed supplies & material to complete the project. Materials are to be billed at net cost and include a percentage (%) markup. No mark-up on sales tax or freight allowed.	10 %
4. Subcontractor Services * Percentage (%) Mark-Up (+) for use of Subcontractors When the service of a subcontractor is authorized for a particular project or potion thereof. The cost-plus mark-up is to be included in quotes and invoices for payment to the District. A copy of the subcontractor's invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive.	10 %

^{*} Includes all shipping, transportation, delivery and storage of all materials, supplies and labor needed to complete each project.

Warranty Information:

Labor/Workmanship
Manufacturer's Warranty on Equipment/Parts

Delivery ARO

Contact Information:

Kleimer Cruz (305) 297-8162 <u>kleimerc@bore-tech.net</u>

(26-968-04 (08-26-25)

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Wilson Technology Group, Inc.

Description	Rate
1. Labor Rate (straight time): During Normal or Regular Business Hours, Monday-Friday, 7:00 am	to 4:00 pm:
Foreman w/Truck Supervisor w/Truck Journeyman Helper	\$ 72.50 / Hour \$ 72.50 / Hour \$ 72.50 / Hour \$ 60.00 / Hour
2. Labor Rate (overtime): School not in Session, Nights, Weekends & Holidays:	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	\$ 90.50 / Hour \$ 99.50 / Hour \$ 99.50 / Hour \$ 85.00 / Hour
3. Material & Supplies * Percentage (%) Mark-Up (+) On Materials & Supplies. This is allowed when the contractor must purchase materials outside the normal scope of needed supplies & material to complete the project. Materials are to be billed at net cost and include a percentage (%) markup. No mark-up on sales tax or freight allowed.	10 %
4. Subcontractor Services * Percentage (%) Mark-Up (+) for use of Subcontractors When the service of a subcontractor is authorized for a particular project or potion thereof. The cost-plus mark-up is to be included in quotes and invoices for payment to the District. A copy of the subcontractor's invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive.	10 %

^{*} Includes all shipping, transportation, delivery and storage of all materials, supplies and labor needed to complete each project.

Warranty Information:

Labor/Workmanship – One (1) Year Manufacturer's Warranty on Equipment/Parts – One (1) Year, 25 Years on Leviton

Delivery ARO - Based on Project Size

Contact Information:

Charles L. Wilson (352) 796-9891 clwilson@wilsontechgroup.com

(26-968-04 (08-26-25)

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$\frac{\text{MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.}}{\text{(For Donations, use Section B)}}$

A 4 M I											
Account Name	_										
Account Number	_	Fund	- —	Function		Object		Cost Center		Project	Sub Project
						-				-	oub i roject
Original Approved	+	Budget Amendments	_	Expenditures / Encumbrances	=	Current Available	_	Present Request	=	Remaining Balance	
Budget	-			To Date		Budget				Available	
\$	\$		\$		\$		\$		\$		
Account Name											
Account Number											
		Fund		Function		Object		Cost Center		Project	Sub Project
Original		Budget		Expenditures /		Current		Present		Remaining	
Approved Budget	+	Amendments	-	Encumbrances To Date	=	Available Budget	-	Request	=	Balance Available	
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Item Currently Not Bu Funding Source								age 9221	\$	40100	
Funding Source Account Name		Contingent upon val		lings, such as gra		al outlay/general			\$		Sub Project
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Funding Source Account Name Account Number Amoun Funding Source Account Name	udgeted -*	Contingent upon val		lings, such as gra 7900		al outlay/general 3500		9221	- \$	40100	

^{**} 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 # 23. 26-3234

8/26/2025

Title and Board Action Requested

Approve the Consulting Services Agreement Between Hernando County School District and Sean Friend DBA Sand Panther Educational Consulting, LLC to Include Wilton Simpson Technical College and Authorize Purchase Orders in an Amount Not to Exceed \$180,000.00

Executive Summary

The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the consulting services agreement between Hernando County School District and Sean Friend DBA Sand Panther Educational Consulting, LLC to include Wilton Simpson Technical College. This agreement engages the Consultant to write, manage, and support the implementation of the District's applications for the Florida Department of Education (FEOE) 2025-2026 Workforce Development Capitalization Incentive Grant (CAP Grant), as well as any other competitive grant opportunities that may become available throughout the year to support the expansion or enhancement of HCSD Career and Technical Education (CTE) programs. Services include proposal writing, securing quotes, managing awarded grants, submitting required reports, and coordinating with District staff. The Consultant will be compensated at five percent (5%) of the total grant award amount, contingent upon successful award, and paid from the respective grant funds. No fees will be due if grant funding is not awarded.

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.

CONSULTING SERVICES AGREEMENT

This consulting services agreement is between Hernando County School District, (the "District") and Sean Friend dba Sand Panther Educational Consulting, LLC, (the "Consultant").

The District wants to engage the Consultant in writing the Florida Department of Education (FDOE)'s 2025-26 Workforce Development Capitalization Incentive Grant (CAP Grant) expected to generate funding to purchase new equipment and supplies for their district CTE programs.

The Consultant has performed the same or similar activities for other districts.

1. DUTIES.

The Consultant shall perform the following services through the end of Fiscal Year 2026-27:

- 1. Write the District's FDOE CAP Grant concept proposal and RFA (\$40 Million statewide allocation) for the creation or expansion of District CTE programs
- 2. Obtain quotes for new equipment and supplies, when practical, to be purchased with CAP Grant funds
- 3. Manage the District's CAP Grant and complete any budget amendments if needed by the FDOE
- 4. Submit required CAP Grant reports to FDOE
- 5. Work with District CTE staff to ensure all equipment and supplies are ordered, received and installed

2. COMPENSATION.

The Consultant will be written into the CAP Grant as Grant Manager at a five percent (5%) cost of the total award amount of the grant. In the event that the CAP Grant is allocated to the District by the FDOE, the Consultant will invoice the District for the five percent (5%) cost on the date the CAP Grant award letter is issued by the FDOE for the activities performed as described under section 1. In the event that the CAP Grant is not allocated to the District by the FDOE, there will be no fee due to the Consultant. Services will be provided virtually or in person, whichever is deemed more practical by the Consultant for the task(s) to be performed. The Consultant's office will be closed during the week of Thanksgiving holiday, two weeks of Christmas/New Year's holiday and Spring Break holiday (as determined by the official Leon County Schools, Florida calendar). The Consultant will notify the District in advance of planned vacations when not available to provide consulting services. In the event that the Consultant's office is closed, the Consultant is on a planned vacation or the Consultant is ill, the Consultant will provide services on another day.

	By: Sean Friend	Date: 7/15/2025
Sean Friend		
CEC		
Sand Panther Educational Consulting, LLC		
	By:	Date:
Ray Pinde		
Superintenden		
Hernando County School Distric		

Each party is signing this consulting services agreement on the date stated opposite that party's signature.

Approved as to Content & Form

Caroline Mockler, Esq. Staff Counsel, HCSD

3:18 pm, 08/07/2025

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, hold harmless School Board, its officer, employees, agents and representatives from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which School Board, its officers employees, agents and representatives may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by the Contractor, its agents, servants or employees; the equipment of the Contractor, its agents, servants or employees while such equipment is on premises owned or controlled by the School Board; or the negligence of the Contractor or the negligence of the Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including School Board's property, and injury or death of any person whether employed by the Contractor, School Board, or otherwise.
- 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. <u>E-Verify</u>. 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.
 - 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 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. The parties hereby acknowledge and agree that Contractor is not an employee of the School Board and this Agreement does not create any such relationship between the parties.
- 22. 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:

Sean Friend

Printed Name: Sean Friend

Title: CEO

Date: 8/1/2025

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD

2:34 pm, 07/30/2025



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 REMEDES:

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.

O	s apply to all contracts where Federal funds are undor awarded must not take exception to any part o		. 9
	Sand Panther Educational Consulting, LLC	Date:	8/1/2025
Authorized Signature:	Sean Friend		
Printed Name:	Sean Friend		
Title:	CEO		

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

Approved as to Content & Form Caroline Mockler, Esq. Staff Counsel, HCSD 10:45 am, 06/17/2025

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Sand F	Panther E	ducatio	nal Consulting, LLC	
Vendor FEIN: 93-4876838				
Vendor's Authorized Representative	Name and	Title: Sea	an Friend, CEO	
Address: 7122 Upland Glade				
City: Tallahassee	State:	FL	_{ZIP:} 32312	
Phone Number: <u>850-933-8090</u>				
Email Address: sean@sandpanth	nercte.co	m		

Section 787.06(13), 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: Sean Friend	
AUTHORIZED SIGNATURE	
Print Name and Title: Sean Friend, CEO	
Date: 8/1/2025	

$\frac{\text{MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.}}{\text{(For Donations, use Section B)}}$

A. Item Currently Bud	igetea -						
Account Name	-						
Account Number					-		
		Fund	Function	Object	Cost Center	Project	Sub Project
Original Approved	+	Budget Amendments	Expenditures / - Encumbrances	Current = Available	Present - Request	Remaining = Balance	
Budget	-	Amendments	To Date	Budget	- Request	Available	
\$	\$		\$	\$	\$	\$	
Account Name							
	_						
Account Number	_	Fund	Function	Object	Cost Center	Project	Sub Project
Original		Budget	Expenditures /	Current	Present	Remaining	
Approved Budget	+	Amendments	- Encumbrances To Date	= Available Budget	- Request	= Balance Available	
	-						
\$	\$		\$	\$	\$	\$	
Funding Source Account Name	-		the 2025-2026 Fisc anding is dependent				
Account Number	-	Fund	Function	Object	-		
Ame	19	i dila	i dilottori	Object	Cost Center	Project	Sub Project
AIIIC		0,000,00			Cost Center	Project	Sub Project
	ount \$ 10	80,000.00			Cost Center	Project	Sub Project
Funding Source	ount <u>\$ 10</u>	30,000.00		·	Cost Center	Project	Sub Project
Funding Source Account Name		80,000.00		·	Cost Center	Project	Sub Project
	-	80,000.00			Cost Center	Project	Sub Project
Account Name	-	80,000.00 Fund	Function	Object	Cost Center	Project	Sub Project Sub Project
Account Name Account Number	-						
Account Name Account Number	- - -	Fund					
Account Name Account Number	- - -	Fund					
Account Name Account Number	- - -	Fund					
Account Name Account Number	ount \$	Fund					
Account Name Account Number Amo	ount \$	Fund					

^{**} 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 # 24. 26-3236

8/26/2025

Title and Board Action Requested

Approve the Purchase of Dual Enrollment Textbooks from Follett and Authorize Purchase Orders in an Estimated Annual Amount of \$175,000.00

Executive Summary

The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the purchase of dual enrollment textbooks from Follett. The materials are required by Pasco-Hernando State College (PHSC), University of South Florida (USF), University of Florida (UF), and Embry-Riddle Aeronautical University (ERAU) in order to complete dual enrollment coursework. The colleges/universities listed are all approved DE agreements.

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.

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.

(For Donations, use Section B)

A. Item Currently Budget	ted -										
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	
\$	\$		\$		\$		\$		\$		

Funding Source	To be include	d in the 2025-2026	6 Fiscal Year Budget			
Account Name	Vo Tech Ed	Dues & Fees A	Academic Services	Dual Enrollment		
Account Number	1100E	5300	7300	9410	53200	
	Fund	Function	Object	Cost Center	Project	Sub Projec
Amount \$	175,000.00					
	175,000.00	_				
Amount \$\frac{\$}{2}\$ Funding Source Account Name	175,000.00	_				

C.	History		
	Check one: Prior Year Budget: New for Current Year:	O	
		Prior Year Approved Budget:	e '

 $\begin{array}{lll} \mbox{Prior Year Approved Budget:} & $$200,000.00$ \\ \mbox{Prior Year Actual Spent:} & $$200,000.00$ \\ \end{array}$

^{**} 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 # 25. 26-3245

8/26/2025

Title and Board Action Requested

Approve the renewal of Barracuda Cloud, to Howard Technology Solutions for email protection and authorize the purchase for \$51,300.00.

Executive Summary

The Director of Technology and Information Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the annual subscription to Barracuda Cloud, and authorize the issuance of a purchase order for an annual amount of \$51,300.00. This purchase is for e-mail filtering, security and protection as well as retention and archiving of all district email for compliance with record retentions requirements. The subscription will run through August 16, 2025, through August 15, 2026.

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.



Quote

#378767

08/04/2025

Bluum of Minnesota, LLC 1771 Energy Park Drive Suite 100 St. Paul MN 55108 800-933-7337 | 612-331-5500 www.bluum.com

Bill ToHernando County School District
919 N BROAD ST
BROOKSVILLE FL 34601

Ship To Hernando County School District 919 N BROAD ST BROOKSVILLE FL 34601

Memo:

Expires	Sales Rep	Contract	Terms
09/03/2025	1571 Jon Arguello	01-150 Omnia (NCPA)	NEW

Qty	Item	MFG	List	Price	Discount	Ext. Price
32,400	Enterprise Software Licensing BAR-EP-PPS-EDUFTE-USR-1M	BARRACUDA	\$13.80	\$12.71	7.9%	\$411,804.00
	Email Protection, Premium Plus, Education Full Time Equivalent, per User, 1 Month					
	Minimum requirement of 25 users for new licenses.					
	Start 8/16/2025 End 08/15/2026					
276,000	Enterprise Software Licensing BAR-EP-PPS-EDUSTU-USR-1M	BARRACUDA	List Price Missing	\$0.00	List Price Missing	\$0.00
	Email Protection, Premium Plus, Education Student, per User, 1 Month					
	Start 8/16/2025 End 08/15/2026					

Please note that our tariff policy is outlined within our Terms and Conditions, which govern all sales and agreements. By proceeding with this order, you acknowledge and agree to the terms and conditions, including any applicable tariffs or fees that may apply.

**Bluum provides professional development from former educators who are committed to providing world class instructional training. With the purchase of educational technology, we recommend including PD to ensure effective adoption. Ask about our getting started package, 3-hour remote and 6-hour onsite training.

Subtotal	\$411,804.00
Tax Total	\$0.00
Shipping Cost	\$0.00
Total	\$411,804.00





Quote

#378767

08/04/2025

Bluum of Minnesota, LLC 1771 Energy Park Drive Suite 100 St. Paul MN 55108 800-933-7337 | 612-331-5500 www.bluum.com

Thank you,

Jon Arguello

E: Jon.Arquello@Bluum.com

bluum.com

To accept this quotation, sign here :
Printed Name/Title/Date :
Shipping and Billing Address listed on quote are accurate · 1 Yes 1 No

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions. For quotes over \$25,000 a Purchase Order is required, please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Returns require an authorization number and must be made within 30 days. A minimum 25% restocking fee may apply with the exception of out of box failures and replacements under warranty.





Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

JOE AMATO,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. <u>If</u> you are an eProcurement or single sign on customer, please log into your system to access the CDW site. You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PNMN292	8/6/2025	BARACUDA 1YR RNWL	738117	\$393,660.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Barracuda E-Mail Protection Premium Plus - subscription license (1 month) -	32400	6801740	\$12.15	\$393,660.00
Mfg. Part#: EP-PPS-EDUFTE-USR-1M				
08/16/2025 - 08/15/2026 Serial: 2491683				
Qty 2700 x 12 mo = 32,400				
Electronic distribution - NO MEDIA Acct BEO001a				
Contract: Hernando School District_20-204-16 (20-204-16)				
Barracuda E-Mail Protection - subscription license - 1 account	1	6220137	\$0.00	\$0.00
Mfg. Part#: BEO001A				
Acct BEO001a Electronic distribution - NO MEDIA				
Contract: MARKE				
BARRACUDA	1	BARRACUDA	\$0.00	\$0.00
EP-PPS-EduSTUUsr-1M	1	BARRACUDA	\$0.00	\$0.00
Email Protection, Premium Plus, Education Student, per				
User, 1 Month New				
Subscription. Qty. 23000 Contract: Standard Pricing				

SHIPPING SALES TAX GRAND TOTAL	\$0.00 \$0.00 \$393,660.00
	'
SHIPPING	\$0.00
	+0.00
SUBTOTAL	\$393,660.00

PURCHASER BILLING INFO DELIVER TO

Billing Address: SCHOOL BOARD OF HERNANDO COUNTY ACCOUNTS PAYABL 919 N BROAD ST

BROOKSVILLE, FL 34601-2397 Phone: (352) 797-7000

Payment Terms: NET 30 Days-Govt/Ed

Shipping Address:

HERNANDO COUNTY SCHOOL BOARD

919 N BRD ST

BROOKSVILLE, FL 34601 Phone: (352) 797-7000

Shipping Method: UPS Ground (2- 3 Day)

Please remit payments to:

CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Stephen Nakonechny | (866) 224-1596 | nak@cdwg.com

LEASE OPTIONS						
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION			
\$393,660.00	\$11,140.58/Month	\$393,660.00	\$12,809.70/Month			

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help? Call 800.800.4239 My Account Support

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

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 $\underline{\text{http://www.cdwg.com/content/terms-conditions/product-sales.aspx}}$

For more information, contact a CDW account manager.

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Page 3 of 3 223



Learn it. Love it. Live it.

区 OTHER (Criteria)

Hernando County School Board Request For Quote

DISTRICT BID NAME & NUMBER Vendor Ouote Number Computers: Related Products, Peripheral (If Applicable) Devices, Equipment & Software Bid #12-204-16 Issued Date Site Name TiS Department 08/06/2025 Jorgensen k1@hcsb.k12. Address 919 North Broad Street E-Mail <u>fl.us</u> Brooksville City Telephone Number 352-797-7006 State Florida Zip Code 34601 Fax Number 352-797-7106 Country USA Contact Name Kylie Jorgensen METHOD OF AWARD Vendor Delivery Date x YES NO ONE TIME PURCHASE x YES 🔲 NO ALL OR NONE Calendar Days ARO ONLY METHOD OF AWARD TO BE

REQUEST FOR QUOTE (RFQ) NUMBER

Item No.	Complete Description (Manufacturer/Model Numbers, Sizes, Colors)	QТΥ	Net Delive red Unit Pricin g	Extended Totals
BEO001a	Barracuda Cloud Account	1	.01	.01
EP_PPS- EDUFTEUSR- 1M	E-mail protection, Premium Plus, Education Full Time Equivalent, per User, 1 Month New Subscription. Qty 2700	1	4268 95.92	426,895.92
EP-PPS-EduSTUUsr- 1M	Email Protection, Premium Plus, Education Student, per User, 1 Month New Subscription. Qty. 23000	1	.01	.01

Substitution/addition of items, if found to be necessary, may cause the quote to purchase process to be extended. If so, ALL solicited vendors will be notified.

Barracuda Cloud - 2

The District School Board of Hernando County is not responsible for receipt of timely deliveries by any method, including but not limited to email systems, fax lines, or mail delivery services as they relate to this request for quote. It is the sole responsibility of the vendor to allow adequate sending time, including follow-up with designated district staff or to take appropriate alternate steps to assure quotes are received by the specified closing date & time. RFQ's received after the closing due date and time stated, WILL NOT be considered.

NOTE TO VENDOR:

Please include a valid quote no. for our documentation above.

L of 2

224

Vendor Comments/Variations/Exceptions (Email Protection, Premium Plus, 2491683 16-Aug-2025 - 15-Aug-2 x Term: 12	Education, p	per User, 1 Mo		
Please respond within	4	Business days.		
RFQ closes & must be received no late	r than <u>4:00p.r</u>	<u>n.</u> on	08/1	1/2025
This quote must be valid for 30 days , u	unless otherwi	se stated in this F	RFQ	DATE
Check the box, if submitting a No Bid S	Statement.	No E	Bid At This Ti	ne.
Melissa Servatdjeo			08/26/25	
Vendor Authorized Si	gnature		!	DATE
				oast Computer oducts
	Company N	ame		

Warranty information should be included for all equipment, if applicable to this RFQ, including manufacturer and model numbers. Slight variations or irregularities may be accepted, if found to be in the district's best interest. Any/all discontinued equipment shall be conveyed immediately to avoid costly delays/cancelations.

The right is reserved to award or reject, either in part or in whole, item by item, or make multiple awards, if found to be in the best interest to do so.

Vendors must indicate any/all variances, exceptions, etc., no matter how slight. If variations ARE NOT stated, it shall be construed the RFQ complies in every aspect.

All vendors must comply with the Jessica Lunsford Act, in order to provide products/services, if visiting a district school.

All general terms and conditions and special conditions, included in the original solicitation shall apply to this RFQ, if applicable.

If a District bid number has been referenced above, ALL bid pricing, delivery, shipping, general & special terms & conditions and requirements **shall** apply.

of 2 ______ **225**



Hernando County School Board REQUEST FOR QUOTE (RFQ) NUMBER Barracuda Cloud - 2 **Request For Quote** DISTRICT BID NAME & NUMBER Computers: Related Products, Peripheral Vendor Quote Number (If Applicable) Devices, Equipment & Software Bid #12-204-16 Issued Date Site Name TiS Department 08/06/2025 Address 919 North Broad Street E-Mail Jorgensen k1@hcsb.k12. fl.us City Telephone Number Brooksville 352-797-7006 State Florida Zip Code 34601 Fax Number 352-797-7106 **Contact Name** Country USA Kylie Jorgensen METHOD OF AWARD Vendor Delivery Date x YES NO ONE TIME PURCHASE x YES 🔲 NO ALL OR NONE Calendar Days ARO ONLY METHOD OF AWARD TO BE

ltem No.	Complete Description (Manufacturer/Model Numbers, Sizes, Colors)	QТΥ	Net Delive red Unit Pricin g	Extended Totals
BEO001a	Barracuda Cloud Account	1		No Bid
EP_PPS- EDUFTEUSR- 1M	E-mail protection, Premium Plus, Education Full Time Equivalent, per User, 1 Month New Subscription. Qty 2700	1		No Bid
EP-PPS-EduSTUUsr- 1M	Email Protection, Premium Plus, Education Student, per User, 1 Month New Subscription. Qty. 23000	1		No Bid

Substitution/addition of items, if found to be necessary, may cause the quote to purchase process to be extended. If so, ALL solicited vendors will be notified.

The District School Board of Hernando County is not responsible for receipt of timely deliveries by any method, including but not limited to email systems, fax lines, or mail delivery services as they relate to this request for quote. It is the sole responsibility of the vendor to allow adequate sending time, including follow-up with designated district staff or to take appropriate alternate steps to assure quotes are received by the specified closing date & time. RFQ's received after the closing due date and time stated, WILL NOT be considered.

NOTE TO VENDOR:

Please include a valid quote no. for our documentation above.

2 226

Vendor Comments/Variations/	<u>'Exceptions</u> (Attach additional pages, if needed)					
Please respond within	4 Business days.					
RFQ closes & must be recei	ved no later than <u>4:00p.m.</u> on 08/11/202	.5				
	r 30 days , unless otherwise stated in this RFQ DAT	E				
Check the box, if submitting	g a No Bid Statement . No Bid At This Time.					
All RFQ's must be for Net Delivered Prices. "FOB DESTINATION"						
All RFQ's must be for Net D	elivered Prices. "FOB DESTINATION"					
All RFQ's must be for Net D	elivered Prices. "FOB DESTINATION"					
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All RFQ's must be for Net D	elivered Prices. "FOB DESTINATION"					

August 8, 2025

Daniel Wechsler

Vendor Authorized Signature

Diskovery Educational Systems

Warranty information should be included for all equipment, if applicable to this RFQ, including manufacturer and model numbers. Slight variations or irregularities may be accepted, if found to be in the district's best interest. Any/all discontinued equipment shall be conveyed immediately to avoid costly delays/cancelations.

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If a District bid number has been referenced above, ALL bid pricing, delivery, shipping, general & special terms & conditions and requirements shall apply.

227



RE: Barracuda Cloud Quote - 2

From Martin Febres <mfebres@encorebroadcast.com>

Date Thu 8/7/2025 1:51 AM

To Kylie Jorgensen < jorgensen_k1@hcsb.k12.fl.us>

CAUTION: This email originated from outside of the Hernando County School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

No quote.

From: Kylie Jorgensen <jorgensen_k1@hcsb.k12.fl.us>

Sent: Wednesday, August 06, 2025 9:14 AM

To: Computer Hardware Quote <computerhardwarequote@hcsb.k12.fl.us>

Subject: Barracuda Cloud Quote - 2

Good morning,

Please see attached second quote for Barracuda Cloud and respond to this email within 4 business days (08/11/2025).

Thank you!

Kylie Jorgensen

Confidential Secretary to the Director of Technology and Information Services

Hernando County School District Tel: (352)-797-7006 ext:454

Direct: 70454

jorgensen k1@hcsb.k12.fl.us



IMPORTANT NOTICE: All e-mails sent to this address are public record unless specifically exempted by Florida law, and are archived accordingly. The School District does not allow use of School District equipment and e-mail for non-School District business purposes.



Response To

Hernando County School Board

RFP: Barrcuda Cloud Renewal

Due: August 11, 2025 @ 4:00 P.M. EST.

Presented By



Our Vision and Strategy

We do IT























www.Howard.com

A Division of Howard Industries. Inc.

Letter of Transmittal

August 7, 2025

Hernando County School Board

RE: 111932; HPE Aruba Networking Switches

Howard Technology Solutions (a division of Howard Industries, Inc.... Federal ID Number 64-0466143 and SPIN 143022153) (Privately Held Corporation) is pleased to offer a response to your RFP. Howard Technology Solutions has read and understands the bid and are able to provide the services requested. Howard Technology Solutions, with its 40+ years of manufacturing experience, is well versed in the manufacturing and production of technology products and services. Howard is driven by helping our customers understand technology products and services that could benefit their organizations.

While Howard clients range from state governments and hospitals to the Kennedy Space Center, HOWARDedu focuses solely on the needs of K-12 schools and higher education facilities, supplying them with affordable, advanced technology—everything from distance learning and interactive 21st Century classroom products to network security and storage solutions.

The office location that will serve as the main point of contact is Howard Technology Solutions at 36 Howard Dr., Ellisville, MS 39437. (Phone) 601.425.3181; (Email). Your point of contact for this RFP is: Brandey Boyd: Bids & Contract Manager, (Phone) 601.399.5831 (Fax) 601.399.5077 (Email) bboyd@howard.com.

Raven Peterson FL - Inside Sales

Matt Colman FL-Outside Sales

Sincerely

Lashanna Williams

Bid Specialist

TECHNOLOGY SOLUTIONS
36 Howard Drive

Ellisville, MS 39437

bids@howardcomputers.com

na helillians

(601) 425 3181



A Division of Howard Industries, Inc.

Profile



Howard Corporate Headquarters is home to our technology division, Howard Technology Solutions, and its medical division, Howard Medical. These two divisions bring to the market cutting-edge technology that includes audiovisual and instructional solutions, network security and storage solutions, as well as installation, consulting, and design services. From distance learning and interactive classroom products to point of-care medical carts and specialized mobility solutions, we make great technology available, and we make it affordable.

HOWARDedu is a Sales Force of Howard Industries Inc., which is headquartered in Ellisville, MS and employs more than 4,300 people in locations all across the United States. Howard Industries has been in business since 1968 and began offering technology solutions in 1998, a venture that quickly spiraled into a viable business that today includes a successful line of Howard-manufactured servers, desktops, notebooks, and presentation carts.







www.Howard.com

A Division of Howard Industries, Inc.

Howard Technology Solutions, a division of Howard Industries, Inc.

Federal ID Number: 64-0466143 36 Howard Drive, Ellisville, MS 39437 P O Box 1590, Laurel, MS 39441 Toll Free: 888.912.3151 – 601.425.3181

Email: www.bids@howardcomputers.com
Webpage address: www.howardcomputers.com

DUNS Number: 04-341-7476 UEI – DPYMJBXHMFK5 E-Verify: 53299 | 9/10/07

Corporate Officers

Chairman of the Board – Billy W. Howard
President – Howard Industries, Inc. – Michael Howard
President – Howard Technology Solutions – Cyndi McCoy
Executive VP- Kyle McCoy
Executive VP of Sales – David Perkins
Secretary/Treasurer/CFO – Steve Howard





Learn it. Love it. Live it.

Hernando County School Board Request For Quote

Request For C	Quote				REQUEST FOR QUOTE (RFQ) I	NUMBER	Barracuda Cloud - 2
DISTRICT BID NAME & NUME (If Applicable)	3ER		outers: Related Produ es, Equipment & Soft .6		Vendor Quote	Number	
Site Name	TiS Departm	nent			Issued Date	08/0	6/2025
Address	919 North B	road Street			E-Mail	Jorge fl.us	ensen k1@hcsb.k12.
City	Brooksville				Telephone Number		797-7006
State	Florida	Zip Code	34601		Fax Number	352-	797-7106
Country	USA	-	:		Contact Name	Kylie	Jorgensen
METHOD OF AWARD ALL OR NONE	x YES	NO	ONE TIME PURCHASE ONLY	x YES 🔲 NO	Vendor Delivery Date	10-14	Calendar Days ARO
METHOD OF AWARD TO BE ☑ OTHER (Criteria)						-	

ltem No.	Complete Description {Manufacturer/Model Numbers, Sizes, Colors}	QTY	Net Delive red Unit Pricin	Extended Totals
BEO001a	Barracuda Cloud Account	1		\$0.00
EP_PPS- EDUFTEUSR- 1M	E-mail protection, Premium Plus, Education Full Time Equivalent, per User, 1 Month New Subscription. Qty 2700	1	\$19.00	\$51,300.00
EP-PPS-EduSTUUsr- 1M	Email Protection, Premium Plus, Education Student, per User, 1 Month New Subscription. Qty. 23000	1	\$0.00	\$0.00

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NOTE TO VENDOR:

Please include a valid quote no. for our documentation above.

Vendor Comments/Variati	ons/Exceptions	(Attach addition	al pages, if n	eeded)		
Please respond within		4	Business o	days.		
ricuse respond within	75-		Dusiness c	20,5.		
RFQ closes & must be re	assissed as late	or than 4:00n	m on		00/1	1/2025
				DEC		DATE
This quote must be valid			ise stated ir			
Check the box, if submi	tting a No Bid	Statement.		No Bid	At This Tir	ne.
All RFQ's must be for No	et Delivered P	rices. "FOB DE	ESTINATION	1"		
			1.2			
0 11	1	100)		
halle	41	111/1				
TUMMAN	2 /1/	(VVII)	m	(1	8/7/25	
Vendor	Authorized S	gnature		-		DATE
Vendor	, IGHIOI IZCU S	Pinaraire				
Howard Technolog	v Solutions	S				
	,, 50,0	Company N	ame			

Warranty information should be included for all equipment, if applicable to this RFQ, including manufacturer and model numbers. Slight variations or irregularities may be accepted, if found to be in the district's best interest. Any/all discontinued equipment shall be conveyed immediately to avoid costly delays/cancelations.

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888.912.3151 general • 601.399.5077 fax 888.323.3151 technical support

www.Howard.com
A Division of Howard Industries, Inc.

Executive Summary

Howard Technology Solutions is the newest division of Howard Industries, Inc. - a \$1.6 billion privately-held electrical products corporation. Howard Industries was founded in 1968 by Billy and Linda Howard. The Howards have grown their core business - distribution transformers - into the leader of their industry. Today, Howard Industries' Transformer Division is the number one producer of distribution transformers in the United States and is housed in the largest transformer plant in the world – 2.2 million square feet. In addition, the company employs approximately 4,200 employees today.

The Howards have diversified their interest over the years to form their own trucking company, Howard Transportation. Begun in the era of deregulation of the industry to haul Howard's own products, Howard Transportation now carries 60% of its load from companies other than Howard Industries and is one of the leading Southeastern carriers.

Not satisfied with all their success, the Howards again diversified in the early 1990s and formed a new division, Howard Lighting Products. This division manufactures and offers a vast selection of high-quality fluorescent and HID (High Intensity Discharge) ballast, in addition to lighting products that are ideal for commercial and residential uses. Today, this division has products in use at Johnson Space Center, Kennedy Space Center, Camp Pendleton, CIA headquarters at Langley, Fort Bragg, and many other US government facilities.

Finally, the Howards again branched out to form Howard Technology Solutions. Although a new division to the Howards, the manufacturing of personal computers was far from a new venture for Howard Industries. They had been building computers in-house for their own use for approximately 8 years. The decision to branch out and market their products to others was an easy one given the dynamics of the marketplace and the Howard's confidence in their ability to build a business from the ground up.

In addition, Howard offers the value-added service of one-on-one support from our Howard Technology Solutions dedicated professionals. From project start to finish, our teams can assist our customers with all their technology needs from design conception through completion. After project completion, our customers can depend on our Customer Service Team and their dedicated Inside Sales Representative to help with any issues that may arise. All our employees are willing and trained to provide excellent customer service and product knowledge for our customers.



888.912.3151 general • 601.399.5077 fax 888.323.3151 technical support

www.Howard.com
A Division of Howard Industries, Inc.

Today, Howard Technology Solutions has grown at a significant pace and has entered strategic partnerships with various industry leaders such as Asus, Acer, Dell, Aerohive, Palo Alto, Epson, Samsung, Panasonic, Cisco, Crestron, Extron, HP, Lenovo, Toshiba, Xirrus, Chief, Mimio, FrontRow, and many more, bringing products to a variety of end-users from government and private businesses to educational customers from the K12, higher education, and private sectors. We feel confident in our ability to provide our customers with the products and services they require to meet their technology-related needs as well as providing excellent installation and training services while maintaining our high level of customer service.





Powered by HOWARD Innovation

Howard-branded products are designed, assembled, and quality tested in the USA. Each one includes a top-rated warranty and free customer support for as long as you own it.

- · Desktops · eSPORTS · Kiosks · Lighting
- · Notebooks · Servers · Tablets · Workstations

👼) A | COMPUTING SOLUTIONS

- 1, ACCESSORIES: Belkin, C2G, CaseLogic, Kensington & Targus
- 2. ANTIVIRUS: AVG, BitDefender, Cylance, GoGuardian, Kaspersky Lab, MalwareBytes, McAfee, Palo Alto, Panda Security, Sophos, Symantec, Total Defense & Trend Micro
- 3. ASSET MANAGEMENT: Absolute, Asset Panda, Hayes & Symantec
- 4. DESKTOPS: HOWARD, Acer, Dell, HP & Lenovo
- 5. MOBILE DEVICE MANAGEMENT: Airwatch, Filewave, GoGuardian, Lightspeed Systems & Securly
- 6. MOBILE PRESENTATION & CHARGING STATIONS: Anywhere Cart, Aver, Blackbox, Bretford, Copernicus, Datamation, Earthwalk, Ergotron, Kwikboost, LocknCharge, Luxor, MooreCo, PowerGistics & Spectrum
- 7. NOTEBOOKS & TABLETS: HOWARD, Acer, Asus, Dell, Fujitsu, HP, Lenovo, Microsoft, Samsung & Toshiba
- 8. PRINTERS (2D & 3D): 3D Systems, Brother, Craftunique, HP, Kyocera, Lexmark, Makerbot, OKI & Xerox
- REFURBS: Charge Carts, Computers, Document Cameras, Monitors, Notebooks, Servers, Storage & Tablets
- 10. VR: Epson, HP, HTC Vive, Lenovo, Oculus Rift & Samsung

B | AUDIOVISUAL + INSTRUCTIONAL SOLUTIONS

- 1. AUDIO SOLUTIONS: AMX, Audio Enhancement, Crestron, Elmo, Extron, Lightspeed & Shure
- 2. BROADCASTING: Panasonic, Sony & TriCaster
- 3. CABLES: C2G, Comprehensive, Crestron, Liberty Cable, MonoPrice & West Penn
- 4. CONTROL SYSTEMS: AMX, Atlona, Crestron, Extron, FrontRow, Kramer & SP Controls
- 5. DOCUMENT CAMERAS: Aver, Boxlight, Elmo, Epson, HoverCam, & Lumens
- 6. FURNITURE: CEF, Middle Atlantic, MooreCo, Spectrum, VFI & Worthington
- 7. INTERACTIVE CLASSROOM SOLUTIONS: BenQ, Boxlight, Epson, Interactive Projectors, NEC, Qomo, Samsung & SMART
- 8. INTERACTIVE DISPLAYS: Aver, BenQ, Boxlight, Cleartouch, HoverCam, Newline, Promethean, Qomo, Ricoh, Sharp, Viewsonic & Wacom
- 9. INTERCOMS, BELLS & PAGING SYSTEMS: Atlas, Audio Enhancement, Extron, Harman & Valcom
- 10. LECTURE CAPTURE: Audio Enhancement, Crestron, Discover Video, Extron, Lumens & VBrick
- 11. MIXERS & MICROPHONES: AKG, Allen & Heath, Shure & Soundcraft
- 12. MONITORS & DISPLAYS: LG, NEC, Panasonic, Planar, Samsung, Sharp, Sony & Viewsonic
- 13. MOUNTS: Chief, Peerless & Premier Mounts
- 14. PROJECTORS: BenQ, Boxlight, Casio, Christie, Epson, Hitachi, Infocus, NEC, Panasonic, Sony & Viewsonic
- 15. PROJECTOR SCREENS: Da-Lite & Draper
- 16. SPEAKERS & AMPS: Audio Enhancement, Crestron, Crown, Danley, Extron, JBL, Lab Gruppen, Renkus-Heinz & Tannoy
- 17. VIDEO CAMERAS: Audio Enhancement, Aver, Axis, Hitachi, Panasonic, Sony & Vaddio
- 18. VIDEO CONFERENCING: Cisco, Crestron, Lifesize, MashMe, Polycom & Zoom
- 19. WEBCASTING: VIVI
- 20. WIRELESS INTERACTIVE PADS: Elmo & Qomo





















C | NETWORKING INFRASTRUCTURE SOLUTIONS

- 1. BACKUP & REPLICATION: Barracuda, CommVault, Cybernetics, Exagrid, HPE, Quest, Rubrik, Spectra Logic, Unitrends, Veeam, VMware & Zerto
- 2. BANDWIDTH MANAGEMENT SOLUTIONS: Allot & Radware
- 3. CONTENT FILTERING: Barracuda, ContentKeeper, ESET, FamilyZone,
- Fortinet, iBoss, Lightspeed Systems, Palo Alto & Securly 4. CONTINUITY SOLUTIONS: Cisco
- 5. COOLING, LAN STORAGE & POWER PROTECTION PRODUCTS:
- APC, Cyberpower, Eaton, Orion, Schneider Electric, SurgeX & Tripp Lite
- 6. DISASTER RECOVERY PRODUCTS: HOWARD, Dell EMC, Veeam & VMware
- 7. EMAIL ARCHIVING SOLUTIONS: Arcmail & Barracuda
- 8. HYPERCONVERGED: Dell EMC, HPE, HVE, NetApp & Nutanix
- 9. NETWORK ACCESS CONTROL: Aruba, Extreme, Fortinet & Impulse
- 10. NETWORK INFRASTRUCTURE: Aruba, Broadcom, Cisco, Extreme, HPE & Ruckus
- 11. SECURITY SOLUTIONS: Aruba, Barracuda, BitDefender, Fortinet, Juniper,
- McAfee, Panda Security, Radware, Sophos & Symantec
- 12. SERVERS: HOWARD, Dell, Fujitsu, HPE, HVE, IBM & Lenovo
- 13. STORAGE: Buffalo, Dell EMC, HVE, Overland Tandberg & Western Digital
- 14. VOIP: Cisco, Digium, Fortinet, Mitel, Polycom, Vertical & Zultys
- 15. WIRELESS: Arista Networks, Aruba, Cisco, Cradlepoint, Extreme, Fortinet, HP, Meraki, NetGear, Riverbed, Ruckus & Ubiquiti

D | VIRTUALIZATION

- 1. BACKUP & DATA RECOVERY: Barracuda, Nakivo, Unitrends, Veeam & Zerto
- 2. CLOUD: AWS, Greencloud & Microsoft
- 3. DESKTOP VIRTUALIZATION: Citrix, HVE, NComputing & VMware
- 4. SERVER VIRTUALIZATION: Citrix, HVE, Microsoft, Overland Tandberg & VMware
- 5. SERVERS: HOWARD, Dell, HPE, HVE, Lenovo & Nutanix
- 6. SOFTWARE-DEFINED STORAGE: DataCore & VMware
- 7. STORAGE: Dell EMC, HPE, HVE, Lenovo, Overland Tandberg, QNAP & Synology
- 8. VDI: Citrix, Dell, HVE, Inuvika, LG, NComputing & VMware

E PHYSICAL SECURITY

- 1. ACCESS CONTROL: 3xLogic, ANVIZ, BFT Americas Inc., IDIS Global, IRISID, Kantech, OpenPath, Panasonic, Paxton, Proxess, Proxy, SafePass, Salto & TagMaster
- 2, ACTIVE SHOOTER: A.S.R.S., AMBERBOX, Athena Security, Crotega, Noice Industries & ZeroEves
- 3. BEHAVIOR MANAGEMENT: IPVideo Corp.
- 4. BODY PROTECTION: Bulletsafe
- 5. CLOUD: Brivo, OpenPath & ProdataKey
- 6. DISPLAYS: Avue Technologies. Bosch, LG, NEC, Panasonic, Planar,
- Samsung, Sharp, Sony & ViewSonic
- 7. EMERGENCY ALERT NOTIFICATION: Audio Enhancement, Lynx, SafeKard
- & Singlewire
- 8. ENCODERS: Axis & Panasonic
- 9. GUARD SERVICES EQUIPMENT: MRKT-IT
- 10. INTERCOMS: 2N, Aiphone & Comelit
- 11. LIGHTING: HOWARD
- 12. MOBILE SECURITY: MRKT-IT





E | PHYSICAL SECURITY (cont'd)

13. MOUNTING & ACCESSORIES: Altronix, Axis, C2G, Moog & Panasonic

14. PERIMETER SECURITY: Boon Edam, Garrett & NightLock Lockdown

15. STORAGE: Avue Technologies, Axis, Cisco, CP Technologies, Exacq, IPConfigure, Lexmark, Milestone, Panasonic, Pivot-3, Plustek, Q-5ee,

Seneca, SoleraTec, TRENDnet, Ubiquiti, ViewZ & Vivotek

16. SUPPORTING INFRASTRUCTURE: Altronix, Audio Enhancement,

FluidMesh Networks & Ubiquiti

17. VIDEO MANAGEMENT SOFTWARE: Axis, Exacq, Milestone & Panasonic

18. VIDEO SURVEILLANCE: Audio Enhancement, Axis, Milestone, Panasonic & Verkada

19. VISITOR MANAGEMENT: AxxonSoft, IDSCAN, iLobby, SilverShield

& Traction Guest

F | KIOSKS + DIGITAL SIGNAGE

1. CONTENT MANAGEMENT SOFTWARE: Discover Video, Hiperwall, Hypersign, RevelTV, Signage Live & Visix

2, DIGITAL OUTDOOR SIGNS & SCOREBOARDS: Daktronics & Optec

3. INDOOR KIOSKS: HOWARD

4. LARGE FORMAT DISPLAYS: LG, Panasonic, Planar, Samsung, Sharp, Sony

& Viewsonic

5. MEDIA PLAYERS: BrightSign, Discover Video, Viewsonic & Vivitek

6, MOUNTS & MOUNTING BRACKETS: Chief, Peerless & Premier Mounts

7. OUTDOOR KIOSKS: HOWARD

8. THROUGH-THE-WALL KIOSKS: HOWARD

9. TABLETOP KIOSKS: HOWARD

10. TELEMEDICINE KIOSKS: HOWARD

11. WAYFINDING KIOSKS: HOWARD, 22Miles & Visix

G | **SOFTWARE SOLUTIONS**

1, FEATURED SOFTWARE: Hapara & Viper

2. ANTIVIRUS: AVG, BitDefender, Cylance, GoGuardian, Kaspersky Lab, MalwareBytes, McAfee, Palo Alto, Panda Security, Sophos, Symantec, Total Defense & Trend Micro

3. BACKUP, RECOVERY & UTILITY: Nakivo & Symantec

4. CHROMEBOOK-ENABLING SOFTWARE: Neverware

5. CONTENT CREATION: Avid

6. CREATIVITY, DESIGN & PAGE LAYOUT: Adobe

7. IT & NETWORK MANAGEMENT: Hayes Software & Velocloud

8. NETWORK SECURITY: Absolute Software, Bitdefender, Check Point, GoGuardian & Sonicwall

9. PRINT MANAGEMENT: PaperCut

10. PROGRAMMING & WEB DEVELOPMENT: Microsoft & Rubrik

11. VIRTUALIZATION & STORAGE: Citrix, DataCore, Veeam & VMware

H | PROFESSIONAL SERVICES

1. CONSULTING: Network Assessments, Outsourced Labor & Wireless Surveys

2. INSTALLATION & DESIGN SERVICES: Audiovisual & Computing, Cabling, Distance Learning & Video Conferencing, Network and Data Centers & Wireless Access

3. MANAGED SERVICES: E-Rate Eligibility, IT Outsourcing, Network Consulting & Onsite Technicians

4. PHYSICAL SECURITY & VIDEO SURVEILLANCE SERVICES:

Aver, Axis, Cisco, Lumens, Milestone, Panasonic & Salto

5. PROFESSIONAL DEVELOPMENT/TRAINING: Curriculum Training,

Instructional Technologies & 21st Century Classrooms- MobileMind

6. PROGRAMMING SERVICES: Control Systems & Video Conferencing

7. SUPPORT SERVICES: Asset Tagging, Custom Imaging, Etching, HTPP, OnCall, Technology Management & White Glove Services



I | EVERYDAY ACCESSORIES

1. BAGS & CASES: Belkin, Brenthaven, CaseLogic, Greensmart, Gumdrop, Higher Ground, Incase, MaxCases, Mobile Edge & Tucano

2. HARDWARE: Cameras & Camcorders, Ink, Keyboards, Mice & Pointing Devices, Monitors, Power Devices, Printers, Projectors, Scanners, Toner & Other Accessories

3. NETWORKING: Adapters, Bridges, Cables, Cards, Hubs, IP Telephony, Modems, Routers, Security Devices, Switches, Video Conferencing Products, WAPs & Other Accessories

4. PRINTING CONSUMABLES: Brother, Canon, HP, Lexmark & PCI



J | PRO DEVELOPMENT | TEACHING + LEARNING

1, FUSION: FUSION is HOWARDedu's Professional Learning Model that takes teaching, standards, content and pedagogy, and fuses it with technology to create new learning environments where students are engaged in daily instruction.

2. AUDIO ENHANCEMENT: Educators need tools they can use everyday to improve teaching and learning in the classroom. Our professional development will show teachers how to use Audio Enhancement tools to reach all students in the classroom.

3. CODING: Discover how to incorporate computer science into the core curriculum and teach the computational skills needed to engage students with coding, robots and STEM tools.

4. MOBILEMIND: MobileMind's differentiated and time-conscious virtual training builds capacity and helps drive adoption of technology usage.

5. STEMFUSE: Discover the best STEM-based Curriculum software.



K | eSPORTS SOLUTIONS

1. GAMING DESKTOPS: HAVOCPC, Acer, Asus, Dell, HP & Lenovo

2. GAMING FURNITURE: Spectrum

3. GAMING HEADSETS: Corsain

4. GAMING KEYBOARDS: Corsain

5. GAMING ŁAPTOPS: HAVOCPC, Acer, Asus, Dell, HP & Lenovo

6. GAMING MICE: Corsain

7. GAMING MONITORS; Asus, HP, Lenovo & Viewsonic

8. GRAPHICS CARDS: Acer & Asus



L | E-COMMERCE (www.howardedu.com)

1. PREMIERE WEBSITE CUSTOMIZATION

2. SHOP BY APPROVED PRODUCTS PAGE (APP)

3. SHOP BY CONTRACT: BuyBoard, NASPO ValuePoint, NCPA & TIPS/TAPS

4. SHOP BY ROOM

OUTSIDE REP

EMAIL

PHONE

INSIDE REP

EMAIL

PHONE



TECHNOLOGY SOLUTIONS

www.Howard.com

A Division of Howard Industries, Inc.

QUOTE

888.912.3151 general 601,399.5077 fax 888.323.3151 technical support

A Division of Howard Industries, Inc. www.Howard.com

Online Quotation

Quote No:

RP9 1542989.00

Quote Date:

July 11, 2025

Customer Name:

Joe Amato

Phone Number:

3527977000

Company Name:

Hernando County School Board

Fax Number:

Quote Name:

Barracuda Renewal 16-Aug-2025 - 15-Aug-2026

Item 1		- 100 - 10°	THE PARTY	14 14 .
Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Barracuda Cloud Account SN# 2491683 MPN: BEO001a	1	\$0.00	\$0.00
2:	Email Protection, Premium Plus, Education, per User, 1 Month (GenOne) SN# 2491683 16-Aug-2025 - 15-Aug-2026 New Subscription MPN: EP-PPS-EduFTE-Usr- 1M	2700	\$19.00	\$51,300.00
3:	Email Protection, Premium Plus, Education Student, per User, 1 Month (GenOne) SN# 2491683 16-Aug-2025 - 15-Aug-2026 New Subscription MPN: EP-PPS-EduSTU-Usr- 1M	23000	\$0.00	\$0.00

Sub-Total: \$51,300.00

Included Shipping & Handling:

> Taxes: Tax

Exempt

Total for Item 1: \$51,300.00

This Quote will expire on August 10, 2025. Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:

\$51,300.00

Shipping & Handling:

Included

Taxes:

Tax Exempt

Total:

\$51,300.00

Notes:

****Pricing subject to change due to tariffs****

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: https://www.howardcomputers.com/info/termsofsale.cfm), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDTIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

Howard's product warranties, return policies and related information are also available at https://www.howardcomputers.com/support/warranties.cfm and https://www.howardcomputers.com/support/returnpolicy.cfm, or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

Howard hereby reserves the right to unilaterally withdraw and/or revise any Quotation or quoted prices at any time, including in the event its manufacturing or procurement costs increase due to the imposition by the United States or any other country of new or higher tariff(s) or other similar taxes, duties, fees or charges.



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Hernando County School Board Request For Quote

DISTRICT BID NAME & NUMBER (If Applicable)

Computers: Related Products, Peripheral Devices, Equipment & Software Bid #12-

204-16

REQUEST FOR QUOTE (RFQ) NUMBER

Barracuda Cloud - 2

Vendor Quote Number

8052025

Site Name	TiS Departme	ent			Issued Date	08/06/2025	
Address	919 North Br	oad Street			E-Mail	Jorgensen k	1@hcsb.k12.
						<u>fl.us</u>	
City	Brooksville				Telephone Number	352-797-700	06
State	Florida	Zip Code	34601		Fax Number	352-797-710	06
Country	USA				Contact Name	Kylie Jorgens	sen
METHOD OF AWARD ALL OR NONE	x YES	NO	ONE TIME PURCHASE	x YES 🔲 NO	Vendor Delivery Date		Calendar Days ARO
			ONLY			25	

METHOD OF AWARD TO BE
☑ OTHER (Criteria)

ltem No.	Complete Description (Manufacturer/Model Numbers, Sizes, Colors)	QТΥ	Net Delive red Unit Pricin g	Extended Totals
BEO001a	Barracuda Cloud Account	1	\$7,500	\$7,500
EP_PPS- EDUFTEUSR- 1M	E-mail protection, Premium Plus, Education Full Time Equivalent, per User, 1 Month New Subscription. Qty 2700	1	\$13.21	\$35,667
EP-PPS-EduSTUUsr- 1M	Email Protection, Premium Plus, Education Student, per User, 1 Month New Subscription. Qty. 23000	1	\$9.21	\$211,830

Substitution/addition of items, if found to be necessary, may cause the quote to purchase process to be extended. If so, ALL solicited vendors will be notified.

The District School Board of Hernando County is not responsible for receipt of timely deliveries by any method, including but not limited to email systems, fax lines, or mail delivery services as they relate to this request for quote. It is the sole responsibility of the vendor to allow adequate sending time, including follow-up with designated district staff or to take appropriate alternate steps to assure quotes are received by the specified closing date & time. RFQ's received after the closing due date and time stated, WILL NOT be considered.

NOTE TO VENDOR:

Please include a valid quote no. for our documentation above.

f 2 ______ **241**

Vendor Comments/Variati	ons/Exceptions (Attach additi	ional pages, if r	needed)		
	_				
Diago record within		Dusiness	dava		
Please respond within	4	Business	uays.		
DEO -1 8				00/4	1 /2025
	eceived no later than 4:00		in this DEC	_	1/2025
•	d for 30 days , unless other				DATE
Check the box, ii submi	tting a No Bid Statement .	Ш	NO BIO	At This Tir	ne.
All DEO's must be for N	et Delivered Prices. "FOB	DESTINATIO	NI"		
All KFQ 5 Illust be for No	et Delivereu Frices. FOB	DESTINATIO	IN		
			٠	0 /5 /0 0 1	
garly be	noit		8	8/5/202	25
Vendo	r Authorized Signature			Г	DATE
Venuel Fluctionized Signature DATE					
	MALOR & CO	MPANY	INC		

Company Name

Warranty information should be included for all equipment, if applicable to this RFQ, including manufacturer and model numbers. Slight variations or irregularities may be accepted, if found to be in the district's best interest. Any/all discontinued equipment shall be conveyed immediately to avoid costly delays/cancelations.

The right is reserved to award or reject, either in part or in whole, item by item, or make multiple awards, if found to be in the best interest to do so.

Vendors must indicate any/all variances, exceptions, etc., no matter how slight. If variations ARE NOT stated, it shall be construed the RFQ complies in every aspect.

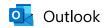
All vendors must comply with the Jessica Lunsford Act, in order to provide products/services, if visiting a district school.

All general terms and conditions and special conditions, included in the original solicitation shall apply to this RFQ, if applicable.

If a District bid number has been referenced above, ALL bid pricing, delivery, shipping, general & special terms & conditions and requirements **shall** apply.

2 of 2

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RE: Barracuda Cloud Quote - 2

From Samantha Somers <Samantha.Somers@avispl.com>

Date Wed 8/6/2025 9:32 AM

To Kylie Jorgensen < jorgensen_k1@hcsb.k12.fl.us>

CAUTION: This email originated from outside of the Hernando County School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

No bid.

Thank you for the opportunity!



Account Manager, Inside Sales

P: 813.940.8522

E: <u>Samantha.somers@avispl.com</u>

State of Florida Contract 52161500-24-OMNIA-ACS-TX



From: Kylie Jorgensen <jorgensen k1@hcsb.k12.fl.us>

Sent: Wednesday, August 6, 2025 9:14 AM

To: Computer Hardware Quote <computerhardwarequote@hcsb.k12.fl.us>

Subject: Barracuda Cloud Quote - 2

You don't often get email from jorgensen_k1@hcsb.k12.fl.us. Learn why this is important

AVISPL - Warning: External email. Please do not click on links/attachments unless you recognize the sender

Good morning,

Please see attached second quote for Barracuda Cloud and respond to this email within 4 business days (08/11/2025).

Thank you!

Kylie Jorgensen

Confidential Secretary to the Director of Technology and Information Services Hernando County School District

Tel: (352)-797-7006 ext:454

Direct: 70454

jorgensen_k1@hcsb.k12.fl.us



IMPORTANT NOTICE: All e-mails sent to this address are public record unless specifically exempted by Florida law, and are archived accordingly. The School District does not allow use of School District equipment and e-mail for non-School District business purposes.

This e-mail and files transmitted with it are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you are not one of the named recipient(s) or otherwise have reason to believe that you received this message in error, please immediately notify sender by e-mail, and destroy the original message. The preceding does not apply to government bids where sunshine laws are in place.



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METHOD OF AWARD TO BE
☑ OTHER (Criteria)

Hernando County School Board Request For Quote

DISTRICT BID NAME & NUMBER Vendor Ouote Number Computers: Related Products, Peripheral (If Applicable) Devices, Equipment & Software Bid #12-204-16 Issued Date Site Name TiS Department 08/06/2025 Jorgensen k1@hcsb.k12. Address 919 North Broad Street E-Mail <u>fl.us</u> Brooksville City Telephone Number 352-797-7006 State Florida Zip Code 34601 Fax Number 352-797-7106 Country USA Contact Name Kylie Jorgensen METHOD OF AWARD Vendor Delivery Date x YES NO ONE TIME PURCHASE x YES 🔲 NO ALL OR NONE Calendar Days ARO ONLY

REQUEST FOR QUOTE (RFQ) NUMBER

ltem No.	Complete Description (Manufacturer/Model Numbers, Sizes, Colors)	QТΥ	Net Delive red Unit Pricin g	Extended Totals
BEO001a	Barracuda Cloud Account	1		
EP_PPS- EDUFTEUSR- 1M	E-mail protection, Premium Plus, Education Full Time Equivalent, per User, 1 Month New Subscription. Qty 2700	1		
EP-PPS-EduSTUUsr- 1M	Email Protection, Premium Plus, Education Student, per User, 1 Month New Subscription. Qty. 23000	1		

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Barracuda Cloud - 2

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NOTE TO VENDOR:

Please include a valid quote no. for our documentation above.

of 2 ______ 245

		<u> </u>	
		I	
Vendor Comments/Variat	ions/Exceptions (Attach addition	al pages, if needed)	
Please respond within	4	Business days.	
r lease respond within		business days.	
RFQ closes & must be r	eceived no later than 4:00p.r	<u>m.</u> on	08/11/2025
	id for 30 days , unless otherwi		
	itting a No Bid Statement .		At This Time.
		_	
All RFQ's must be for N	et Delivered Prices. "FOB DE	STINATION"	
Vendo	or Authorized Signature		DATE
	Company N	lame	

Warranty information should be included for all equipment, if applicable to this RFQ, including manufacturer and model numbers. Slight variations or irregularities may be accepted, if found to be in the district's best interest. Any/all discontinued equipment shall be conveyed immediately to avoid costly delays/cancelations.

The right is reserved to award or reject, either in part or in whole, item by item, or make multiple awards, if found to be in the best interest to do so.

Vendors must indicate any/all variances, exceptions, etc., no matter how slight. If variations ARE NOT stated, it shall be construed the RFQ complies in every aspect.

All vendors must comply with the Jessica Lunsford Act, in order to provide products/services, if visiting a district school.

All general terms and conditions and special conditions, included in the original solicitation shall apply to this RFQ, if applicable.

If a District bid number has been referenced above, ALL bid pricing, delivery, shipping, general & special terms & conditions and requirements **shall** apply.

f2 **246**

Outlook

Barracuda Cloud Quote - 2

From Kylie Jorgensen <jorgensen_k1@hcsb.k12.fl.us>

Date Wed 8/6/2025 9:13 AM

To Computer Hardware Quote < computerhardwarequote@hcsb.k12.fl.us>

2 attachments (232 KB)

Barracuda Cloud Quote - 2.docx; Barracuda Cloud Quote - 2.pdf;

Good morning,

Please see attached second quote for Barracuda Cloud and respond to this email within 4 business days (08/11/2025).

Thank you!

Kylie Jorgensen

Confidential Secretary to the Director of Technology and Information Services Hernando County School District

Tel: (352)-797-7006 ext:454

Direct: 70454

jorgensen k1@hcsb.k12.fl.us



MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.

(For Donations, use Section B)

A. Item Currently Budgeted -						
A. Item Currently Budgeted -						
Account Name	Millage	Admin Tech Serv	Tech Rentals	TIS Division	Voted Millage	
Account Number	1120	8200	3690	9220	00107	
	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	
\$ 51,300.00 \$	0.00	_{\$} 0.00	_{\$} 51,300.00	_{\$} 51,300.00	\$ 0.00	
\$ 51,300.00 <u>\$</u>		<u> </u>	\$,	\$ 0 1,000100	\$ 0.00	
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:	Ø

 Prior Year Approved Budget:
 \$ 75,000.00

 Prior Year Actual Spent:
 \$ 45,685.00

^{**} 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 # 26. 26-3259

8/26/2025

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 edu					
Guidelines:					
 Limited agenda time and the need to conduct meetings in an orderly following Citizen's Input guidelines: The speaker will adhere to a three (3) minute time limit per spe Time may not be yielded to other speakers. The Chairperson has the authority to limit discussion if the subject Board Members regarding an issue that is repetitive or is addressed. Materials or documents you wish to share with the School Board. The Chairperson may deny all forms submitted after the Board. The HCSD Code of Civility is in effect at all times (see other side). The Board typically does not respond to remarks or questions meaning. 	paker. ject is outside of the authority of the School essing a legally confidential issue. Indicate the description of the School essing a legally confidential issue. Indicate the school ession of the School essing a legally confidential issue. Indicate the school ession of the				
My signature is confirmation that I have read, understand, and agree to Civility:	o abide by all guidelines and HCSD Code of				
Signature of speaker:					
Chairperson's Approval of form:	······				
	FOR OFFICE USE ONLY: Date Received:				

Revised: March 2024
PINK SPEAKER FORM

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

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.

^{*}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.