



# Hernando School District

## School Board Workshop

### Agenda - Final

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Tuesday, September 9, 2025

2:00 PM

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

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#### CALL TO ORDER

#### PRESENTATIONS

1. [26-3296](#) Presentation of Sunrise Settlement Agreement Update.  
  
**Attachments:** [08.27.25 - Hernando County & School Board Settlement Agreement Revisions - Signed.pdf](#)  
[08.27.25 - Sunrise Settlement Agreement - Metro \(003\) CAO 070825 SB -Signed.pdf](#)  
[26-3296 Budget Sheet NO Financial Impact](#)
2. [26-3257](#) Review the presentation of a request for a six-month extension of the Finding of Available School Capacity issued to Opal Farms, a 618-single family and 264-Multifamily development, by Claire Clements, Southern Citrus Groves, LLC, and Jim Lipsey, HCSD.  
  
**Attachments:** [26-3257 Original Opal Farms Capacity FINDING](#)  
[26-3257 Opal Farms School Concurrency Extension Request](#)  
[26-3257 Opal Farms Graphics](#)  
[26-3257 Budget Sheet NO Financial Impact](#)
3. [26-3263](#) Review and Tentative Approval of the Hernando County School District's (HCSD) Media Handbook  
  
**Attachments:** [Media Handbook Changes](#)  
[2025 2026 Media Handbook Strikethrough Copy](#)  
[2025 2026 Media Handbook Clean Copy](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC - Copy](#)

4. [26-3279](#) Presentation of the Implementation Planning of the Imagine Learning/Edgenuity Virtual Instruction Program for Hernando County School District

**Attachments:** [Hernando Presentation Imagine Learning](#)  
[FINAL 2025 Virtual Services Agr HERNANDO CO SD 2025 07 11](#)  
[Hernando VIP 25 26 Quote 165689](#)  
[Standard Addendum](#)  
[State of Florida Affidavit](#)  
[PUR 1355](#)  
[Budget Sheet Imagine Learning](#)

5. [26-3247](#) Review and tentative approval of the Interlocal Agreement among the School Board of Hernando County, Hernando County, and the City of Brooksville for the Mutual Use of Facilities

**Attachments:** [Use of Facilities MOU](#)  
[No Impact Budget Sheet](#)

## GENERAL COUNSEL

## ADDENDUM ITEMS

## GOOD OF THE ORDER/BOARD DISCUSSION

### School Board Comments

## ADJOURNMENT

The next School Board Meetings are scheduled for September 23, 2025:

2:00 PM - Workshop

6:00 PM - Regular Meeting

### Mission Statement

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

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# Hernando School District

## School Board Workshop

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**Agenda Item # 1. 26-3296**

9/9/2025

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**Title and Board Action Requested**

Presentation of Sunrise Settlement Agreement Update.

**Executive Summary**

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the review a presentation of the Sunrise Settlement agreement Update.

**My Contact**

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

Jim Lipsey  
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.

## **COUNTY SETTLEMENT AGREEMENT**

**THIS COUNTY SETTLEMENT AGREEMENT** (the “Agreement”) entered into as of the Effective Date (as defined herein), by and between the SCHOOL BOARD OF HERNANDO COUNTY, a body corporate of the State of Florida (hereinafter referred to as the “School Board”) and HERNANDO COUNTY, FLORIDA, a political subdivision of the State of Florida (“County”). The School Board and the County are sometimes referred to herein collectively as the “Parties” and individually as “Party.”

### **RECITALS**

**WHEREAS**, the County and the Owner/Developer (as defined in the Development Agreement) entered into that certain Development Agreement dated September 12, 2023 (the “Development Agreement”) regarding the proposed development known as Sunrise (the “Development”); and

**WHEREAS**, the Development is located within and subject to the Impact Fee Surcharge and Planning Overlay Ordinance for the Greater I-75/SR 50 Planned Development District Area, as adopted on September 12, 2007 (“I-75/SR 50 PDD”); and

**WHEREAS**, the County and the School Board dispute the school concurrency requirements for the Development, and the School Board filed an appeal on December 16, 2024, appealing the Hernando County Planning and Zoning Commission’s approval of the first Conditional Plat for the Development pending resolution of the dispute (the “Appeal”); and

**WHEREAS**, the Developer has agreed and is willing to cooperate with the County to pursue amending the Development Agreement pursuant to the Settlement Agreement between the County, the School Board, Hawk Sunrise, LLC, and MAK Family Partnership, Ltd., dated \_\_\_\_ day of \_\_\_\_ 2025 (the Developer Settlement Agreement”); and

**WHEREAS**, the Parties hereto desire to resolve and end the dispute between the School Board and the County regarding school concurrency for the Development; and they jointly agree to the following offer and compromise to settle such dispute:

It is agreed that:

1. **Recitals.** The recitals provided hereinabove in this Agreement are true and correct, and by reference are made a part of the operative provisions of this Settlement Agreement.
2. **Defined Terms.** Any capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Development Agreement.
3. **Effective Date.** The “Effective Date” of this Agreement shall be the last date that either the School Board or the Developer execute this Agreement.
4. **Amendment.** The School Board and the Developer will agree upon, and the Developer shall submit to the County a finalized amendment to the Development Agreement that has been reviewed and approved by the School Board prior to such submission for the County’s consideration as set forth in the Developer Settlement Agreement (the “Final Amendment”).
5. **Hearing and Approval.** The County shall diligently facilitate the scheduling of a hearing before the Hernando County Board of County Commissioners to consider the Final Amendment.



6. **County Collection.** After the entry of the Developer Settlement Agreement and the final approval and execution of the Amended Development Agreement by all parties, the County shall collect and transmit all school impact fees and school impact fee surcharges due for the Development in accordance with the amended Development Agreement, without demand by the School Board.

7. **Termination.** Notwithstanding any other provision contained in this Agreement, should the County and/or the Developer fail to execute the Final Amendment within the timeframe provided for in this Agreement, or fail to abide by the terms and conditions of this Agreement, including the attached Exhibit "A", the School Board may in its sole and absolute discretion terminate this Agreement immediately by issuing a Notice of Termination to the County, in which case this Agreement will be extinguished as if it never existed and the Parties will be in the same position as they were in prior to execution of this Agreement as if this Agreement never existed, at which time the County and the Developer shall forfeit all rights under this Agreement which may prevent the School Board from proceeding with the Appeal.

8. **Appeal Postponement; Dismissal.** The School Board and the County hereby agree that the Appeal shall be postponed pending the execution of the Final Amendment. Upon execution of the Final Amendment, the School Board shall withdraw the Appeal. Notwithstanding the foregoing, the Appeal shall be rescheduled and heard by the Hernando County Board of County Commissioners not later than February 28<sup>th</sup>, 2026. The County Manager and the School Superintendent, by mutual agreement, are hereby authorized to administratively extend this deadline if the Parties are diligently working toward approval of the Final Amendment. The County acknowledges that failure to schedule the Appeal hearing within the stated timeframe may result in the School Board pursuing judicial remedies, including but not limited to seeking specific performance or injunctive relief.

9. **Time is of the Essence.** Time is hereby declared to be expressly of the essence regarding every obligation of this Agreement. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

10. **Counterparts.** Electronic and facsimile copies of this Agreement and any signatures thereon shall for all purposes be treated as originals. This Agreement may be executed in any number of counterparts which shall collectively be considered as one original.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement effective as of the date set forth above.

ACCEPTED AND AGREED TO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

**“SCHOOL BOARD”**

**ACCEPTED AND AGREED TO BY THE  
SCHOOL DISTRICT OF HERNANDO  
COUNTY, FLORIDA:**

**SCHOOL BOARD OF HERNANDO  
COUNTY, FLORIDA**, a body corporate and  
politic existing under the laws of the State of  
Florida

By: \_\_\_\_\_  
Shannon Rodriguez, School Board Chair

Approved as to form and legality by legal  
Counsel to The School District of Hernando  
County, Florida, exclusively for its use and  
Reliance.

C.J. Wilson Law, P.A., Counsel

By: \_\_\_\_\_  
Christopher J. Wilson, Esq.

Date: \_\_\_\_\_

ADOPTED IN REGULAR SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

**“COUNTY”**

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTED AND AGREED TO BY  
HERNANDO COUNTY, FLORIDA:**

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA**, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Brian Hawkins, Chairman

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY.

By: Jon Jouben  
County Attorney's Office

## **EXHIBIT “A”**

### **Terms and Conditions of the Amendment**

Upon execution of the Settlement Agreement, the County and the Developer shall draft an Amendment to the Development Agreement for the Board of County Commissioner’s consideration based on the following terms and conditions:

1. **School Site Donation.** Owner has agreed to reserve a school site located on Kettering Road adjacent to the Development, containing approximately 49 gross acres of land, as more particularly described by Exhibit 1 attached hereto (“School Site”).
  - a. Accept School Site. Should the School Board elect to proceed with the conveyance of the School Site, the School Site will be conveyed at fair market value (the “School Site Value”). Pursuant to the Owners and the School Board successfully negotiating a Letter of Intent and corresponding Purchase and Sale Agreement, at Closing the Owners shall accept dollar-for-dollar school impact/surcharge fee credits in the full amount of the School Site Value, which credits shall be fully assignable to any Developer/Builder for use in any school concurrency service area, in any Hernando County project, pursuant to the Florida Impact Fee Act. Credits issued will be non-refundable. Notwithstanding any other terms or conditions of the Purchase and Sale Agreement, the School Board must close on the School Site on or before December 31, 2026.
  - b. Decline School Site. Should the School Board decline to proceed with the conveyance of the School Site, the Developer will make a cash payment, or credit from escrow to the extent credits are available, to the School Board in an amount equal to ten percent (10%) of the total amount of the Educational Impact Fee Surcharges for the Phase One Conditional Plat, not later than prior to the issuance of the first building permit in the Phase One Condition Plat in the amount of \$102,9454.30 (the “Mitigation Payment”). The entirety of the Sunrise development shall be vested for purposes of school concurrency, subject to The Developer or its successors interest paying an amount equal to ten percent (10%) of the total amount of the Educational Impact Fee Surcharges for each subsequent phase of the Development prior to the issuance of the first (1st) building permit for each approved subsequent conditional plat for the Development. The Developer will accept dollar-for-dollar school impact/surcharge fee credits in exchange for the cash payment, which credits shall be fully assignable to any Developer/Builder for use in any school concurrency service area, in any Hernando County project, pursuant to the Florida Impact Fee Act. Credits issued will be non-refundable.
2. **Impact Fee Credit Escrow Account.** The School Board will establish an impact fee credit escrow account for all Educational Facilities Impact Fees and Educational Facilities Impact Fee Surcharges paid by the Developer for any of its affiliated or related developments located in Hernando County from December 1, 2024, until such time that the School Board decides whether to accept or reject the School Site (the “Escrowed Impact Fees and Surcharge Fees Credits”). The Escrowed Impact Fee Credits will be held for the benefit of this Development.
3. **Credits.** Impact Fee and Surcharge Fee credits issued, regardless of whether the School Board elects to accept or decline the School Site donation, shall be issued by the School Board to the Developer/Owner at a rate of dollar-for-dollar. Impact Fee and Surcharge Fee Credits will be

assignable and transferable pursuant to Section 163.31801(10), Florida Statutes. All credits issued will be non-refundable.

4. **1.5 Multiplier Does Not Apply.** The Amendment shall include the following language:
  - a. “Pursuant to Section 23-157(a)(1)(e) of the Hernando County Code, the Development Agreement, as amended, is intended to provide for the full mitigation of impacts as to Schools by the enforcement of the amended Development Agreement, and not by the application of the division.”
5. **Capacity Reservation; School Concurrency.** The entire Sunrise Development will remain vested as to school concurrency, subject to the payment of school impact fees and school impact fee surcharges, as set forth by the executed Amendment to the Development Agreement which was approved by the School Board prior to execution. The School Board agrees to reserve school students’ stations for the Development, subject to the Developer complying with the terms and conditions of the Amendment. Once the Developer has made the Mitigation Payment, the Developer shall be entitled to rely on the School Concurrency Determination and the capacity reservation for the Development, as set forth in the Amendment, and such right of reliance shall survive the expiration of the Development Agreement, as amended.
6. **Impact Fees and Impact Surcharges.** Notwithstanding anything contained herein, the Development shall pay all applicable countywide educational facilities impact fees and educational facilities impact fee surcharges, at the then current rate, without offset or exemption, except as provided for in the Amendment.

## SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** (the “Agreement”) entered into as of the Effective Date (as defined herein), by and between the SCHOOL BOARD OF HERNANDO COUNTY, a body corporate of the State of Florida (hereinafter referred to as the “School Board”), the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (the “County”), a political subdivision of the State of Florida, MAK Family Partnership, Ltd., a Florida limited partnership (the “Owner”), and Hawk Sunrise LLC, a Florida limited liability company (the “Developer”), and The School Board, the Owner the Developer, and the County are sometimes referred to herein collectively as the “Parties” and individually as “Party.”

### RECITALS

**WHEREAS**, the Developer and the County, entered into that certain Development Agreement dated September 12, 2023 (the “Development Agreement”) regarding the Developer’s proposed development known as Sunrise (the “Development”); and

**WHEREAS**, the Development is located within and subject to the Impact Fee Surcharge and Planning Overlay Ordinance for the Greater I-75/SR 50 Planned Development District Area, as adopted on September 12, 2007 (“I-75/SR 50 PDD”); and

**WHEREAS**, the Developer and the School Board disagree as to the status of the school concurrency requirements for the Development set forth in the Development Agreement, and the School Board filed an appeal on December 16, 2024, appealing the Hernando County Planning and Zoning Commission’s approval of the first Conditional Plat for the Development and that action has not yet been heard by the County; and

**WHEREAS**, the Parties desire to resolve and end their dispute regarding school concurrency for the Development, and they jointly agree to the following offer and compromise to settle their disagreement; and

**WHEREAS**, the Parties agree that the County is a necessary Party to this Agreement to resolve the dispute between the Parties; and

It is agreed that:

1. **Recitals.** The recitals provided hereinabove in this Agreement are true and correct, and by reference, are made a part of the operative provisions of this Settlement Agreement.
2. **Defined Terms.** Any capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Development Agreement.
3. **Effective Date.** The “Effective Date” of this Agreement shall be the last date that either the School Board or the Developer execute this Agreement.
4. **Draft Period.** Not later than thirty (30) days from the Effective Date of this Agreement, the Developer shall deliver to the School Board a draft of an amendment to the Development Agreement to amend Section 3.15 (Schools) of the Development Agreement, in conformance with and according to the specifications as set forth on Exhibit “A” attached hereto and incorporated herein by reference (the “Amendment”).

5. **Review Period.** The School Board shall have up to fifteen (15) days from the delivery of the Amendment to review and either approve or provide comments on the form of the Amendment for the sole purpose of determining whether it is consistent with this Settlement Agreement and the specifications set forth on Exhibit “A.” The School Board shall send all comments to the Developer, indicating if any revisions are necessary for the Amendment to conform with this Agreement. Should the Amendment necessitate revisions after the School Board’s review, the Developer shall work diligently to resubmit such revisions within seven (7) days of receipt of the School Board’s comments. Upon receipt of the revisions, the School Board shall have up to seven (7) days to review and either approve or provide comments. Any further rounds of comments shall follow the same process and timelines until the Amendment is approved by the School Board (the “Final Amendment”).

6. **Hearing and Approval.** Within fifteen (15) days of the Final Amendment approval, the Developer shall submit the Final Amendment to the County and request that the County schedule a hearing to consider the Final Amendment, as approved by the School Board, and from that time shall diligently pursue the successful passage of the Final Amendment.

7. **Termination.** Should the Developer or the School Board fail to approve and execute the Final Amendment within the timeframe provided for in this Agreement, or fail to abide by the terms and conditions of this Agreement, including the attached Exhibit “A”, the School Board or Developer may terminate this Agreement immediately by issuing a Notice of Termination to the defaulting Party, in which case this Agreement will be extinguished as if it never existed and the Parties will be in the same position as they were in prior to execution of this Agreement as if this Agreement never existed.

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[SIGNATURES ON FOLLOWING PAGES]

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**“SCHOOL BOARD”**

THE SCHOOL DISTRICT OF HERNANDO  
COUNTY, FLORIDA, a body corporate and  
politic existing under the laws of the State of  
Florida

By: \_\_\_\_\_  
Shannon Rodriguez, School Board Chair

Date: \_\_\_\_\_

Approved as to form and legality by legal  
Counsel to The School District of Hernando  
County, Florida, exclusively for its use and  
Reliance.

C.J. Wilson Law, P.A., Counsel

By: \_\_\_\_\_  
Christopher J. Wilson, Esq.

Date: \_\_\_\_\_



**“COUNTY”**

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA**

Attest: \_\_\_\_\_  
**Douglas A. Chorvat, Jr.**  
**Clerk of Circuit Court & Comptroller**

By: \_\_\_\_\_

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Jon Jouben  
County Attorney's Office

**“DEVELOPER”**

HAWK SUNRISE LLC,  
a Florida Limited Liability Company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“OWNER”**

MAK FAMILY PARTNERSHIP, LTD., a Florida  
Limited Partnership

By: \_\_\_\_\_

James H. Kimbrough, Jr.

Title: Partner

Date: \_\_\_\_\_

## **EXHIBIT “A”**

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6. **Impact Fees and Impact Surcharges.** Notwithstanding anything contained herein, the Development shall pay all applicable countywide educational facilities impact fees and educational facilities impact fee surcharges at the then current rate, without offset or exemption, except as provided for in the Amendment.

**A. Item Currently Budgeted -**

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

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

**B. Item Currently Not Budgeted -\*\***

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



# Hernando School District

## School Board Workshop

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**Agenda Item # 2. 26-3257**

9/9/2025

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### **Title and Board Action Requested**

Review the presentation of a request for a six-month extension of the Finding of Available School Capacity issued to Opal Farms, a 618-single family and 264-Multifamily development, by Claire Clements, Southern Citrus Groves, LLC, and Jim Lipsey, HCSD.

### **Executive Summary**

The Director of Facilities and Construction, on behalf of the Superintendent of Schools, hereby requests the Board review the presentation of a request for a six-month extension of the Finding of Available School Capacity issued to Opal Farms, a 618-single family and 264-Multifamily development, by Claire Clements, Southern Citrus Groves, LLC, and Jim Lipsey, HCSD.

A Finding of Available School Capacity was issued on August 23, 2024. A Pending Expiration Notice was issued on August 12, 2025. Prior to the expiration of the current finding, the applicant submitted a written request for a one-time extension of six months, together with documentation intended to justify the request and substantiate the developer's good faith effort in moving forward with the project.

Staff have reviewed the documentation and will request the Board approve, at a future Board meeting, the applicant's request to extend the expiration date of the Finding of Available School Capacity for six months, effective the date of approval.

### **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

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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.



August 23, 2024

Hernando County Planning Department

Lashaundra Ellison, Planner II

1653 Blaise Drive

Brooksville, Florida 34601

**RE: OPAL FARMS (618 SF Units + 264 MF Units)  
Finding of Available School Capacity**

Ms. Ellison,

The School District has completed its school concurrency analysis of the proposed residential development referenced above. The application data and our findings are summarized below:

<b>REVIEWING AUTHORITY</b>	Hernando County School District
<b>PROJECT NAME / CASE NUMBER</b>	Opal Farms
<b>APPLICATION TYPE</b>	School Concurrency Analysis
<b>OWNER / DEVELOPER</b>	Opal Clark / Southern Citrus Groves, LLC
<b>PARCEL KEY NUMBER(S)</b>	396761, 541523, 548018
<b>LOCATION / ADDRESS</b>	Kettering Road, approx. 0.75 mi. north of Power Line Road
<b>PROJECT ACREAGE</b>	200 acres, more or less
<b>LAND USE DESIGNATION</b>	<b>CURRENT:</b> Residential
<b>ZONING</b>	<b>CURRENT:</b> PDP (RES)
<b>PROPOSED DWELLING UNITS</b>	<b>SINGLE FAM:</b> 618 <b>MULTI FAM:</b> 264 <b>TOWNHS:</b> 0

**CAPACITY CALCULATIONS** Student generation rates for each type of dwelling unit, distribution among grade levels, and resulting capacity utilizations are tabulated below:

DWELLING UNIT TYPE	NUMBER OF DWELLING UNITS	STUDENT GENERATION RATE <sup>1</sup>	STUDENTS PER UNIT TYPE	AVERAGE GRADE LEVEL DISTRIBUTION		
Single Family	618	0.300	186	GRADE	DISTRIBUTION	STUDENTS
Multi Family	264	0.188	50	PK - 5	46 %	109
Townhouse	0	0.159	0	6-8	23 %	54
<b>TOTAL NUMBER OF STUDENTS</b>			<b>236</b>	9-12	31 %	73

[ <sup>1</sup> Student generation rates based on *Hernando County Educational Facilities Impact Fee Update Study*, August 2022.]

**OPAL FARMS (618 SF Units + 264 MF Units)**  
**Finding of Available School Capacity**

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CONCURRENCY SERVICE AREA <sup>2</sup>  (SCHOOL NAME)	A SCHOOL CAPACITY	B PLANNED CAPACITY	C STUDENTS ENROLLED <sup>3</sup>	D RESERVED CAPACITY	E PROPOSED STUDENTS	F TOTAL STUDENTS (C+D+E)	G RESULTING UTILIZATION (F ÷ (A+B))
Eastside ES	820	334	750	256	109	1115	97%
Parrott MS	1040	0	729	182	54	965	93%
Hernando HS	1654	0	1267	373	14	1654	100%
Weeki Wachee HS	1630	118	1403	203	59	1665	95%

[ <sup>2</sup> There is no guarantee that students from the proposed development will attend the schools in the assigned CSAs.]

[ <sup>3</sup> As published on the district's website, 10-13-2023.]

**CAPACITY FINDINGS**

The Hernando County School District Level of Service (LOS) is 100% of school capacity.

At the elementary and middle school levels, adequate capacity is available and will be reserved in the assigned Concurrency Service Areas (CSAs) of Eastside ES and Parrott MS.

At the high school level, adequate capacity is available for 14 students and will be reserved in the assigned CSA of Hernando HS. Adequate capacity for the balance of 59 students is available and will be reserved in the adjacent CSA Weeki Wachee HS.

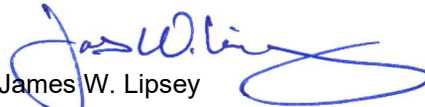
**COMMENT**

***This Finding of Available School Capacity for concurrency may be relied upon for a period of one (1) year from the date of issuance. If a development order is not obtained during this period, this Finding of Available School Capacity will expire, its reserved capacity shall be released, and the applicant must reapply.***

Once the local government issues the development order, this *Finding of Available School Capacity* shall run with the life of the development order. Requests for extensions or renewals thereof shall require a new review and concurrence of the School District. If at any time a development order or final development order expires, is revoked, or is otherwise deemed invalid, this *Finding of Available School Capacity* shall also be deemed null and void, its reserved capacity shall be released, and the applicant must reapply.

Should you have any questions concerning these findings, please do not hesitate to contact me.

Regards,

  
James W. Lipsey  
School Planner  
Hernando County School District

Copies to: Brian Ragan, Director of Facilities, HCSD  
Ralph Leath, Director of Transportation, HCSD  
Dawn Williams, Supervisor of School Choice, HCSD  
Steve Crognale, Executive Director of Support Operations, HCSD  
Kelly Pogue, Secretary to the School Board and General Counsel  
Omar DePablo, Senior Planner, Hernando Co. Development Services  
Claire Clements, Southern Citrus Groves, LLC



August 13, 2025

Mr. James W. Lipsey, AICP-C  
School District of Hernando County  
Facilities & Construction Department  
8016 Mobley Road  
Brooksville, FL 34601

Re: Extension of Time for our School Concurrency Approval for  
OPAL FARMS – 618 SINGLE FAMILY & 264 MULTI FAMILY DWELLING UNITS

Dear Mr. Lipsey,

I am the developer of this project, and I appreciate the heads up on the potential expiration of the approved school concurrency. Thank you. Sir, please allow me to ask for the maximum allowable time extension available. Please allow me to outline why we are in need of this extension.

First, we received our zoning back on June 25<sup>th</sup>, 2024. After that we were full bore, hence I did the school concurrency right away. We proceeded like a normal development ordering our surveys and all 3<sup>rd</sup> party reports. We hired an engineering firm and we began the wetland evaluation process. We marked off three small pond type of wetlands. We had a professional do it. Then the day that SWFWMD was set for their site visit to confirm our wetland, *the Debbie* storm hit and put 16 inches of rain on this parcel of land. That caused the Meritage job to our south to flood, and their stormwater ponds blew out onto our site. And there are the SWFWMD folks looking at all their water. That said, the small wetlands ie cow ponds turned into a large flood line that so far SWFWMD has held firm on calling the wetland line. That itself caused us too several months of back and forth to realize there was no moving them to reality.

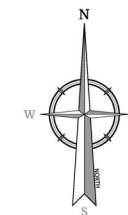
This increased wetland line ie flood line is important to note as it turns out the flooding from all the land around our site comes to this site. We are the bottom of the bowl and with three major storm events including the record hurricanes and their water on the site, it took away months of this finalization of our site plan. We now have a firm plan that works around the flood/wetland lines. So, the conditional plat is in process as we speak. We even hired a new engineer who has made significant progress in fixing this wetland flood storm issue. So, for this reason we ask for more time.

Two, we were also informed that the county has no more capacity in their waste water plant currently. That is a potential 3 year hold up. I have been working with the Utilities director for about 3 years and well I just heard about this yesterday. It was a big surprise. So, for this second reason we need the extension too. There may be a solution in the works, but we need the time to process it.

James, I respectfully ask for the extension. I will include a picture of the flood line on our site for you to see what I am dealing with.

Thank you.

Claire Clements



Colliers

Engineering  
& Design

www.colliersengineering.com  
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REV | DATE | DESCRIPTION



HR TAMPA BAY, LLC

CONCEPT PLAN

OPAL FARMS

HERNANDO COUNTY  
FLORIDA



SITE DATA:  
PROJECT AREA: ± 203.45 AC  
ROW DEDICATION: ± 11.27 AC

55' X 125' LOTS: 328  
65' X 125' LOTS: 170  
TOTAL LOTS: 498

GROSS DENSITY: 2.45 DU/AC  
DETENTION AREA:  
• PONDS: 14.34 AC  
• DEPRESSION: 35.47 AC  
• TOTAL: 49.81 AC

PARK SPACE: 8.65 AC  
TREE PROTECTION AREA (WETLANDS & WETLAND BUFFERS): 35.45 AC  
WETLAND IMPACTS 6.62 AC



SCALE: AS SHOWN

DESIGNED BY: SMR

DATE ISSUED: 07/08/25

SHEET NAME:

DRAWN BY: RFP

REVIEWED BY: SMR

PROJECT NUMBER: 25008637A

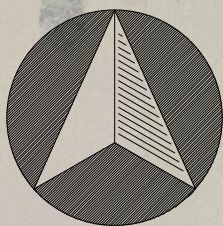
CONCEPT PLAN

DRAWING NUMBER: 01

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.



CLARK BOUNDARY AND WETLAND EXHIBIT  
SECTION 17, TOWNSHIP 23 SOUTH, RANGE 21 EAST  
HERNANDO COUNTY, FLORIDA

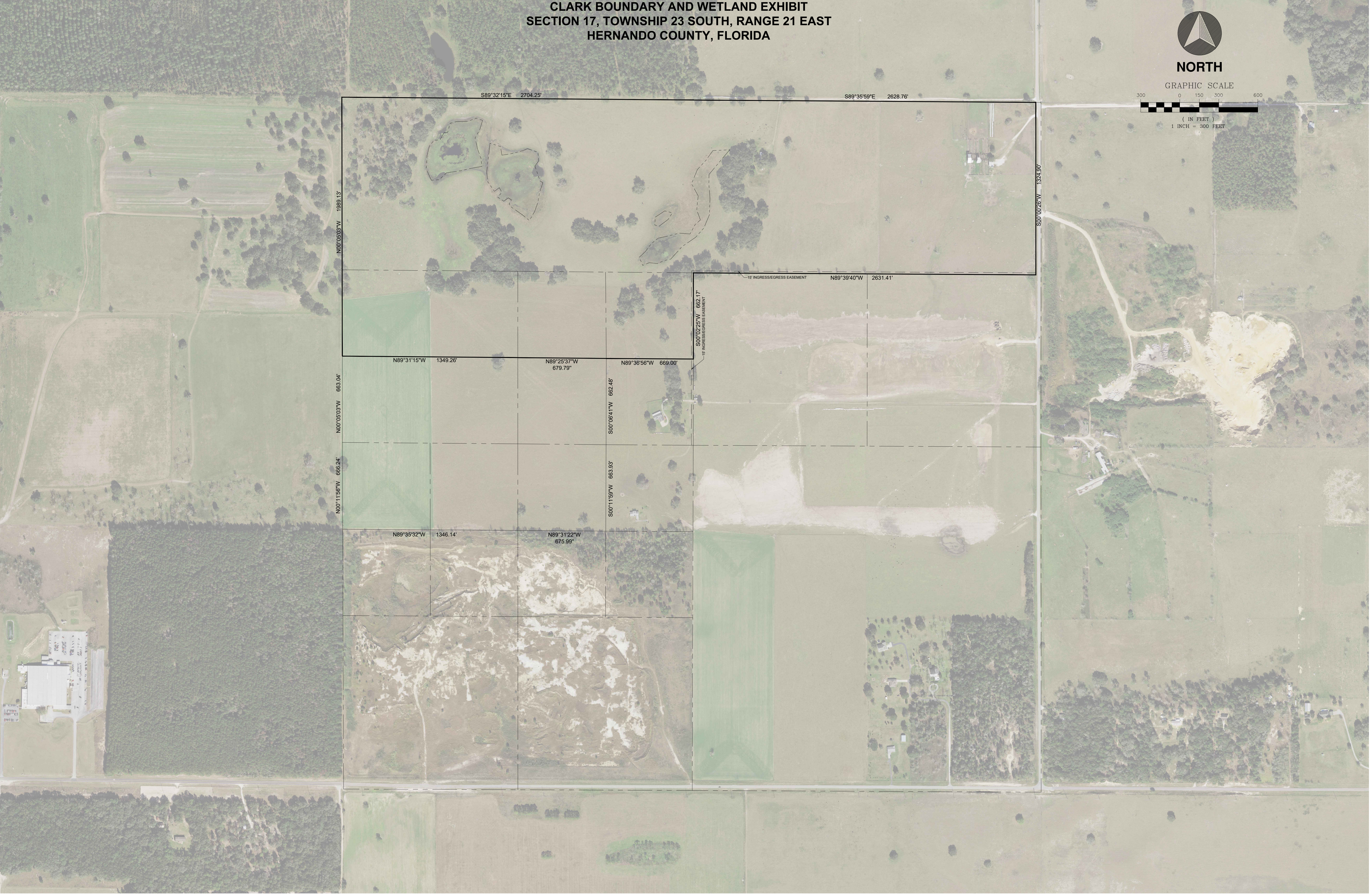


NORTH

GRAPHIC SCALE



( IN FEET )  
1 INCH = 300 FEET





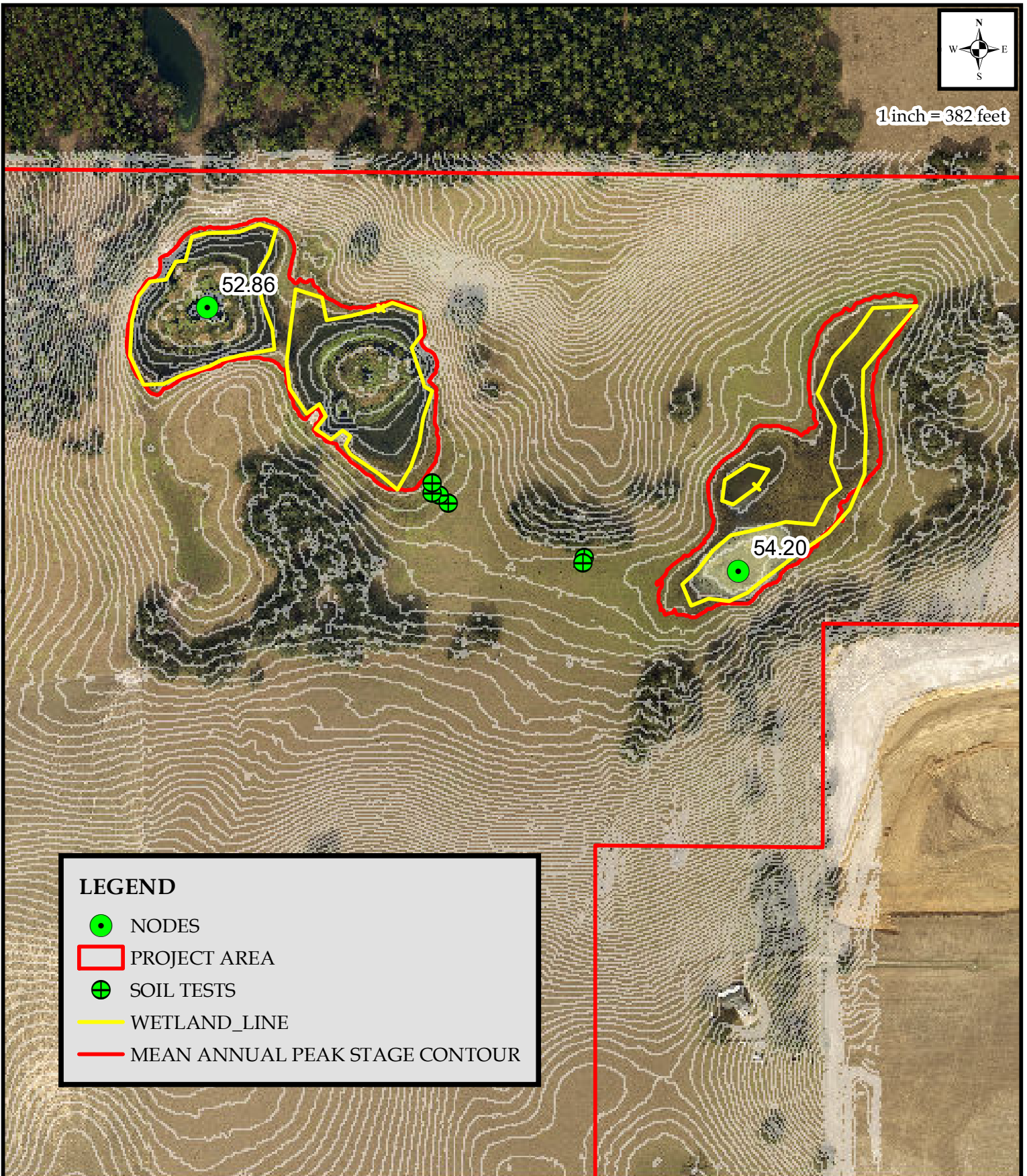


Project:
Opal Sands
Sheet Title:
Revised Wetland Line
Prepared For:
Southern Citrus Groves, LLC
Legend:
<p>MEAN ANNUAL HISTORIC</p> <p>SOIL TESTS SWFWMD</p> <p>SOIL TESTS SWFWMD</p> <p>FLDIP_POINTS</p> <p>FLOODPLAIN BOUNDARY</p> <p>100-YEAR FLOODPLAIN ZONE</p> <p>FLOODPLAIN A (NOT MODELED)</p> <p>FLOODPLAIN AE (MODELED)</p> <p>FLOODPLAIN X (&lt; 1 FT)</p> <p>FLOODPLAIN A (TRANSITION ZONE)</p>
<p>This drawing is comprised of data obtained from a variety of sources. It is for informational purposes only and is not to be considered comprehensive for site specific data. FL&amp;DP does not warrant the data shown.</p>
Scale: 1 in = 100 ft
Date: 11/5/2024
Exhibit: 1





1 inch = 382 feet



### LEGEND

- NODES
- PROJECT AREA
- SOIL TESTS
- WETLAND\_LINE
- MEAN ANNUAL PEAK STAGE CONTOUR



**Florida Land  
Design &  
Permitting**

### SOURCES

Hernando County Aerials, 2023  
FDLD&P Boundary

### GIS DATA

This drawing is comprised of data obtained from a variety of sources. It is for informational purposes only and is not to be considered comprehensive for site-specific data.

### PROJECT

**CLARK 260 ACRES**

MEAN ANNUAL FLOOD EXHIBIT

### PREPARED FOR

**SOUTHERN CITRUS GROVES, LLC**

Date: 8/28/2024 **27**

**A. Item Currently Budgeted -**

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

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

**B. Item Currently Not Budgeted -\*\***

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$ \_\_\_\_\_

Prior Year Actual Spent: \$ \_\_\_\_\_

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





# Hernando School District

## School Board Workshop

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**Agenda Item # 3. 26-3263**

9/9/2025

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**Title and Board Action Requested**

Review and Tentative Approval of the Hernando County School District's (HCSD) Media Handbook

**Executive Summary**

The Supervisor of Literacy, Intervention and Elementary Academic Programs, on behalf of the Superintendent of Schools, hereby requests the Board to review and give tentative approval for the revisions of the HCSD Media Handbook. The handbook has been revised based on new legislation from Florida Statutes and Board Policy that pertain to Media and Instructional Materials.

**My Contact**

Kelly Downey

Supervisor of Literacy, Intervention and Elementary Academic Programs

352-797-7000 ext. 70280

downey\_k@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.

## Media Handbook Changes

Changes reflect updates in policies and statutes as well as feedback from media personnel. All blue words are hyperlinks to the named document including policies, statutes, and local forms. These will be updated as needed.

Page	Changes made
Cover	Updated names
5	Added, “instill a love of reading”
6	Added, “curating” to responsibilities, altered media center to media “specialist”
7	Altered sentence structure for better readability. School admin are now responsible for all textbook deliveries.
9	Added, “Develop a plan for weeding, inventory, and collection development”
10	Added, “according to district policy” Added “If no reviews are found, contact the assigned district media specialist for support.” Added Learning Ally-This is an electronic media source for students with print disabilities. It is a program supported by FDOE. Added, “placed on an elementary reading list” similar to statute language.
11	Altered, Guidelines for Book Collection Development Plan to mirror state language in our training.
15	Added language about cleaning out storage closets regularly. Added language about media software maintaining records of discarded materials.
16	Updated discard procedures to align with new media software. We also added specific language about removing books from the shelf first before removing them in the system.
17	Updates to donation procedures. In order to maintain the state guidelines for adding books to our media collections, all donations will have to be approved by a committee either at the school or district level depending on the type of donation.
18	Deleted most language around the how to barcode books as it is irrelevant for the purpose of the handbook. Added a procedure to allow interlibrary loans as long as State training media specialists are overseeing these loans.
18-19	Added a procedure for collecting accurate inventory. Eliminated steps for the BOY procedures. These are done within the software system.
20	Updated EOY Procedures-Running reports from the media software
21	Added language directing media specialists to their school’s media channel where we can share school reports.
22	Added, “E-Books require the same vetting as other library books.”
23	Removed Audio Visual Policy as that no longer exists. Added Policy 6152 regarding fees.
28	Remove flow charts and add textbook procedure infographics, add ordering and receiving infographic, book purchasing committee form
29	Added, Collection development must be planned and supported with analysis of the overall collection with special consideration to age of material, condition, usage, school initiatives, and curriculum.”
29-31	Removed flow charts

# Hernando County School District Media Handbook



**HERNANDO  
SCHOOL DISTRICT**

**Learn it. Love it. Live it.**

Effective: ~~February 6, 2024~~ September 2025

Adopted: June 27, 2023

## School Board:

~~Linda Prescott~~ Shannon Rodriguez, Chairperson

~~Susan Duval~~ Mark Johnson, Vice Chairperson

~~Gus Guadagnino~~ Michelle Bonczek, Board Member

~~Mark Johnson~~ Susan Duval, Board Member

~~Shannon Rodriguez~~ Kayce Hawkins, Board Member

~~John Stratton~~ Ray Pinder, Superintendent

Hernando County School District

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## Introduction

### Vision

To inspire and support the pursuit of individual greatness.

### District Mission

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.

### Media Mission

The mission of the Hernando County School District library media centers is to provide a broad range of educational material to enrich and support the curriculum, instill a love of reading, and to meet the needs of individual students and teachers.

### Purpose

- Encourage and support the love of reading and learning.
- Increase access to provide excellence in the library media centers' resources, facilities, and services.
- Enrich and support the curriculum.
- Meeting the needs of individual students and teachers.
- Impact the instructional program for students by strengthening the teaching/learning process through staff development, curriculum integration, and information literacy.
- Build community connections among school library media centers, public libraries, and other sources of information.
- Stimulate student, parent, school, and community partnerships.

### Goals

- To expose our students to a wide variety of literature and literature-based activities that will encourage them to become lifelong readers for learning and pleasure.
- To provide print and non-print materials in all formats that support the curriculum of our schools and that meet the instructional and individual information needs of our students.
- To inspire students and staff to become effective users of ideas and information.
- To create and maintain a trusting caring environment.

## Media Specialist at the School Level

Librarians/media specialists are staff members responsible for providing school library media services.

They are responsible for evaluating, selecting, curating, organizing, and managing media and technology resources, equipment, and related systems; facilitating access to information resources beyond the school; working with teachers to make resources available in the instructional programs; assisting teachers and students in media productions; and instructing students in the location and use of information resources.

The school library media program provides a wide range of resources and information that satisfy the educational needs and interests of students.

Materials are selected to meet the wide range of students' individual learning styles. The school library media center is a place where the students may explore more fully classroom subjects that interest them. They can expand their imagination, delve into areas of personal interest, and develop the ability to think clearly, critically, and creatively about the resources they have chosen to read, hear, or view.

The school library media ~~center~~ specialist provides a setting where the students develop skills they will need as adults to locate, analyze, evaluate, interpret, and communicate information and ideas in an information-rich world. Students are encouraged to realize their potential as informed citizens who think critically and solve problems, to observe rights and responsibilities relating to the generation and flow of information and ideas, and to appreciate the value of literature in an educated society. The library media specialist collaborates with students and other members of the learning community to analyze learning and information needs, to locate and use resources that will meet those needs, and to understand and communicate the information the resources provide.

Library media specialists are knowledgeable about current research on teaching and learning and skilled in applying its findings to a variety of situations - particularly those that call upon students to access, evaluate, and use information from multiple sources in order to learn to think, and to create and apply new knowledge.

A curricular leader and a full participant on the instructional team, the library media specialist constantly updates information and research skills and knowledge in order to work effectively with teachers, administrators, and other staff - both to expand their general understanding of informational issues and to provide them with specific opportunities to develop sophisticated skills in information literacy, including the uses of information technology.

Library Media Specialists are current in best practice informational and literacy skills as well as state and federal statutes regarding information literacy.



### Media Specialist at the District Level

District Media Specialists work ~~with~~ to support school media specialist and personnel to assure compliance with state statutes, district policies and procedures ~~along with compliance with state statutes~~ regarding media use and materials.

District Media Specialists facilitate and ~~coordinate~~ support the school district book challenge process. They are responsible for multiple aspects of the challenge process and preparing the necessary documents to bring the challenge to the School Board for vote.

The District Media Specialists are responsible for the maintenance and updating of the school district OPAC application used by school media centers. District Media Specialists verify the accuracy of information and standardization of the information entered when creating Bib records into the Online Public Access Catalog (OPAC) application.

When necessary, the District Media Specialist will vet and weed material from school media centers who are without a full-time certified Media Specialist. In addition, the DMS will vet new materials prior to purchase and book fairs prior to the start of the fair according to state statutes.

The District Media Specialists are responsible for overseeing the administration and annual renewal of the Florida State Mandated Media Specialist Training (HB 1467, §1006.29(6), §1006.31(2)).

Any additional roles and responsibilities as per HB 1467.

District Media Specialists (DMS) will assist District Personnel as well as School Media Personnel through the entire textbook adoption process. This includes but is not limited to: Inventory, Processing, Cataloging, and Distribution of materials at all school sites.

Arrival of New Materials- As textbook/library materials arrive at school sites without Media Personnel on staff – District Media Specialists (DMS) are contacted by schools to help assist with ~~verifying delivery~~, processing/cataloging of materials and distribution of materials to teachers and students.

Out of Adoption Materials – At school sites with no Media Personnel on staff – DMS are contacted by school sites to help assist with deletion of out of adoption materials from collections, preparing materials for transfer, and coordinating with district warehouse for transfer.

Curating list of books removed from school sites due to objections to materials used in classrooms, made available in school library, or included on a reading list (§1006.28(2) F.S.).

Dual Enrollment – DMS will assist with the organization, collating, cataloging and distribution of materials to students at a Dual Enrollment site(s).

## **READS- Florida's K-12 Integrated Library Media Reading Guidelines**

### **READS:**

- Read (as a personal activity)
- Explore (characteristics, history, and awards of creative works)
- Analyze (structure and aesthetic features of creative works)
- Develop (a literary-based product)
- Score (reading progress)

One of the goals of the school library media program is to provide intellectual and physical access to a broad range of literature and informational reading materials for personal pleasure and curriculum support. Library media programs aggressively support reading through a variety of promotional and instructional strategies that are carefully crafted to meet the unique needs of learners at each developmental stage. Additionally, the library instructional and promotional activities are collaboratively planned with classroom teachers so that the concepts and skills taught in the classroom are reinforced, enriching the learning experience.

- [READS - Read Chart](#) (PDF, 28KB)
- [READS - Explore Chart](#) (PDF, 33KB)
- [READS - Analyze Chart](#) (PDF, 28KB)
- [READS - Develop Chart](#) (PDF, 32KB)
- [READS - Scores Chart](#) (PDF, 28KB)
- [READS - 6th Grade Summary](#) (PDF, 28KB)
- [READS - 7th Grade Summary](#) (PDF, 28KB)
- [READS - 8th Grade Summary](#) (PDF, 27KB)
- [READS - 9-10th Grade Summary](#) (PDF, 27KB)
- [READS - 11-12th Grade Summary](#) (PDF, 28KB)

Florida Department of Education

## Media Responsibilities

### Managing the Collection

#### Collection Development

Library Collection Development is the ongoing process of systematically building high-quality print and non-print information resources to meet the information needs of a particular school/district.

#### Goals of Collections Development

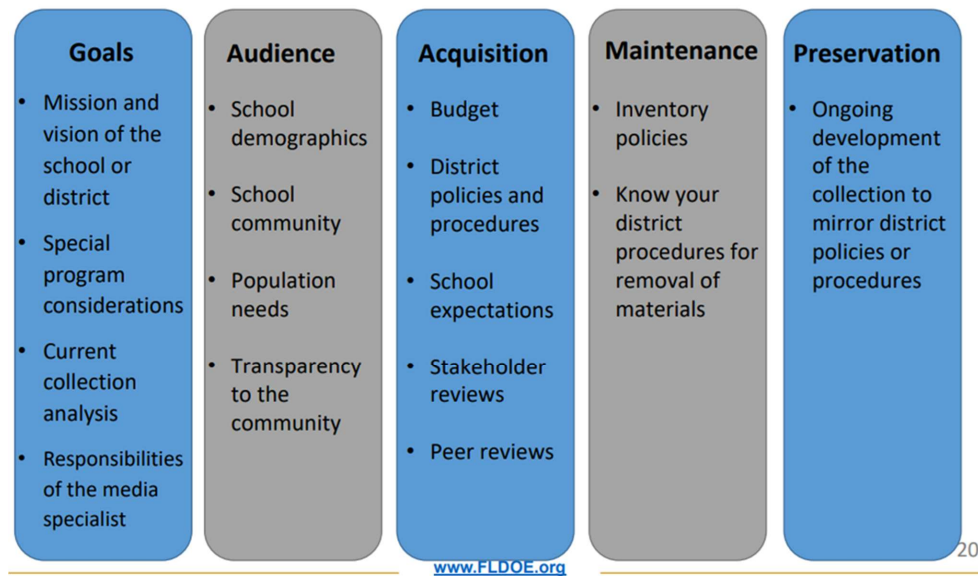
- To provide guidelines for selecting materials for the collection of the library that are balanced.
- Determines the retention, preservation and archiving of materials.
- Describes the process for removal of materials.
- [Develop a plan for weeding, inventory, and collection development.](#)

#### General Collection Selection Criteria

- Support and enrich the curriculum and/or students' personal interests and learning.
- Meet high standards in literary, artistic, and aesthetic quality; technical aspects; and physical format.
- Be appropriate for the subject area and for the age, emotional development, ability level, learning styles, and social, emotional, and intellectual development of the students for whom the materials are selected.
- Incorporate accurate and authentic factual content from authoritative sources.
- Earns at least 2 favorable reviews in standard reviewing sources and/or favorable recommendations based on preview and examination of materials by Literary professionals or organizations.
- Complies with state statutes, rules, and bill.
- Exhibit a high degree of potential user appeal and interest.
- Represent differing viewpoints on controversial issues.
- Provide a global perspective and promote diversity by including materials by authors and illustrators of all cultures.
- Demonstrate physical format, appearance, and durability suitable to their intended use.
- Balance cost with need.

## FLDOE Collection Development Process

### Collection Development Process



### Selection of Books

All books must be evaluated and approved according to district policy prior to adding them to the library. At least two positive professional peer reviews are required for a book to be considered for ~~purchase~~ collection adoption. If negative reviews are found, include at least one negative review as well. Crowd sourced reviews may also be considered. If no reviews are found contact the assigned district media specialist for support.

Each school must select a media book review committee for the purpose of adding new books to the media center that are not currently listed in the district OPAC. Schools will consider age, and grade level appropriateness with all book selections. The school ~~media~~ book review committee must be given a copy of the peer reviews prior to voting to accept the books for purchase. This process is also required for books that are donated and are being considered for placement in the library. Majority vote is needed for books to be added to the media center collection or placed on an elementary reading list. A district committee may convene if several schools are considering the same titles such as Sunshine State Young Reader's Award titles.

## **Guidelines for ~~Evaluating Library Book Collections~~ Development Plan**

Evaluating a book collection involves subjective, professional decisions to determine the value of an item in terms of curriculum, student and teacher needs, demand, and replacement capability. In general, a book may be considered "current" if it meets the following criteria:

- Generalities (000, 100 & 200) Published in the last five to fifteen years.
- Circulates frequently.
- Social Studies (300 & 900) Retains balance on controversial subjects. Evaluate demand, accuracy, and currency. Maintain local history. Language (400) Keep Basic.
- Science & Technology (500 & 600) Reflects the status of science and technology within the last five years; other areas, 10 years.
- Arts/Recreation (700) Keep a basic collection, especially art history. Keep well-illustrated items. Avoid dated techniques and/or equipment.
- Literature (800) Collection includes a retrospective variety of poetry and other literary genre deemed to have lasting value. Keep a basic collection, especially criticism; discard minor, unassigned writers; check indexes. Collection also includes award winning children's and adult literature.
- Biography: Collection should represent individuals currently influential in science, industry, the arts, social issues, and entertainment/recreation. Keep until demand wanes, unless outstanding in content or style and still used.
- Fiction & Easy: Keep high demand/ evaluate.
- Audiovisual/Computer Software: Weed worn or out-of-date items, keep software up to six years, videocassettes, and DVDs up to five years.

## **Collection Analysis**

Many vendors offer collection analysis for free. It is best practice to analyze your collection prior to making book purchases. Collection analysis should include the average age of the total collection as well as specific call numbers. Collection analysis will allow you to identify the areas where the collection is lacking or overpopulated with books. Book companies such as Follett, Mackin and Perma Bound all offer collection analysis.

## **Purchasing Procedures**

Each book newly made available to students through a school library media center or included in a recommended or assigned school or grade level reading list must be selected and approved by a district employee who holds a valid educational media specialist certificate, and who has documented that they have completed the state approved Library Media and Instructional

Materials Training, regardless of whether the book is purchased, donated, or otherwise made available to students. §.1006.28(2) 6 (d) 1-4.

The media specialist will provide for media center collections, including classroom libraries, based on reader interest, support of state academic standards and aligned curriculum, and the academic needs of students and faculty. They will endeavor to stay informed about appropriate new publications, using multiple sources, such as discussions with colleagues, attendance at conferences, and reading a variety of periodicals and book reviews. The media specialist will also receive and consider suggestions or requests brought forward by other faculty, students, and parents.

Potential new books for the school library media center and reading lists will be evaluated to determine if they would be suitable for student needs and whether they would be appropriate for the intended grade level and age group. In considering possible new acquisitions, the media specialist will consult at least two reputable, professionally recognized reviewing periodicals and school community stakeholders. The media specialist will also assess the level of student interest in the subject(s) presented and the ability of students to comprehend the material. Books that are selected must be free of pornography and material prohibited under § 847.012.

The goal of the selection process is for the school's library media center and reading list collections to be based on reader interest, the support of state standards and aligned curriculum, and the academic needs of students and faculty.

After evaluation, the media specialist will inform the principal of those books that have been evaluated and are approved for inclusion in the collections.

Periodically, books will be removed from the collection or discontinued, based on their poor physical condition, low rate of recent circulation, non-alignment to state standards or statutes, out-of-date content, or status following a parent's or community member's objection.

The procedure for developing library media center and reading list collections will be posted on the website for each school in the district.

Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The principal shall arrange for a convenient time to provide such access.

Each elementary school must publish on its website, in a searchable format, a list of all materials maintained in the school library media center or required as part of a school or grade-level reading list.

Specific purchasing process procedures are site-based and may vary from school to school. Each media specialist should consult with the school bookkeeper to determine paperwork and procedures required at that site.

It is suggested that the library media specialist maintain a current print and or digital order file ("wish list") that includes student and faculty requests. This file, updated and weeded frequently, is an essential source of student, parent, and stakeholder input. Building and maintaining an order consideration file will assist in making materials selection an evaluative process rather than a hurried procedure when orders are due.

### **District Allocation**

Local discretionary media dollars are provided, when possible, for the purpose of purchasing other items needed to support the media center.

### **Book Fair Funds**

Book fair funds may be used as identified in the initial fundraising application with the school. Books purchased with book fair funds or scholastic dollars must be reviewed by the book purchase review committee prior to purchase. Notes of the approval process must be kept for future reference. (HB. 1467)

### **Publishers' Catalog and Sales Representatives**

Sales representatives and vendors can visit individual schools but should do so only by prior appointment with the library media specialist and presentation of proper identification in the front office.

### **Book Previews are Prohibited**

Media Specialists should not accept vendor shipments of books for review. The visit is considered only an information gathering session. No purchase agreements are made. All purchases must follow district approved procedures.

Sales personnel are not permitted to donate free library materials to schools in exchange for permission to distribute commercial information through students.

### **Lost and Damaged Materials**

In a busy library media center, the library media specialist can assume that up to one percent of the total number of library media center materials will be lost or damaged each year. This fact should not restrict the free circulation of materials. However, pupils are responsible for payment of lost or damaged materials, [according to School Board Policy 6152](#).

### **Student/Parent Responsibility for Lost and Damaged Materials**

All instructional materials are the property of the district school board. When distributed to the students, these instructional materials are on loan to the students while they are pursuing their

courses of study and are to be returned at the direction of the principal or the teacher in charge. Each parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials when directed by the school principal or the teacher in charge, and shall pay for such loss, destruction, or unnecessary damage as provided by law.

### **Principal's responsibilities to collect money for lost or damaged items**

The principal/designee has the responsibility to manage the use of instructional materials. As a part of that management, authority is given by Florida Statute to collect payment for lost or damaged materials.

The school principal shall collect from each student or the student's parent the purchase price of any instructional material the student has lost, destroyed, or unnecessarily damaged and to report and transmit the textbook money collected to the district school superintendent. The failure to collect such sum upon reasonable effort by the school principal (or designee) may result in the suspension of the student from participation in extracurricular activities or satisfaction of the debt by the student through community service activities at the school site as determined by the school principal.

The library media specialist should develop a plan to be approved by the school principal for collecting payment for lost or damaged items. When developing a plan for such items, the following guidelines are recommended:

- The plan must be consistent with §1006.28(4) (b).
- Items damaged beyond repair will be considered Damaged and may be discarded following the correct procedures for discarding.
- A student should pay for materials after receiving an overdue notice or parent letter. It may also be necessary to send a Notice of Obligation to the student's home by U.S. mail.
- Notice of Obligation needs to be entered into the electronic student cumulative file.
- The plan will establish procedures determining who will collect the money.
- An individual receipt from a receipt book must be issued to the student. Receipt books can be signed out to the person receiving the money by the school's bookkeeper.
- The title, and barcode number must be written on the receipt in case the item is later retrieved.
- If the library media specialist is collecting the money, he/she must list all monies received by receipt number and the amount received on the correct form and give to the bookkeeper at the end of the same day.
- Accurate records of the lost and damaged books must be kept within the OPAC system. An item status record report is available in the circulation system.



- If a student transfers to another school within the district without returning a library media item, the library media specialist should notify the receiving school's library media specialist.
- Every effort should be made to retrieve the item(s) or payment. A block preventing further use of media materials may be placed on the student's record through the circulation system until the material(s) have been returned or reimbursement has been received.
- During the summer, reimbursement needs to be collected where the loss incurred. A copy of the Monies Collected form should be made for the library media specialist.

### Weeding and Discarding Materials

Evaluation of the collection should be an ongoing process by the library media specialist and the instructional staff. This is necessary in order to keep the collection relevant to the changing needs of the curriculum and personal interests of students. Evaluation should include the removal of materials no longer appropriate and the replacement of lost and worn materials of educational value. (School Board Policy 2520)

The underlying principle of weeding is quality, not quantity utilizing the CREW method. With proper balance of planning, weeding, and purchasing, the collection should meet high standards and meet the needs of the learning community. §1006.28(2) (d) 2. d

<https://www.tsl.texas.gov/sites/default/files/public/tslac/ld/ld/pubs/crew/crewmethod12.pdf>

Regular cleaning of storage closets is necessary to discard instructional materials that are not aligned to current adoptions, benchmarks, or part of state approved interventions.

### Discard Procedures for Property

Property such as audio-visual equipment or furniture that cannot be repaired and has exceeded its useful life should be considered obsolete and surplus. Such property must be submitted to the Property Department for disposal. The Property Transaction form ([SO-PC-009](#)) must be completed by the library media specialist and signed by the principal. The form should be forwarded to the Property Department. The surplus equipment will be picked up and disposal will be completed by the Property Department. A copy of the Property Transaction form and the list of media books discarded is to be kept as part of the media center annual records. ~~When discarding books, a digital copy of the (SO-PC-009) form and the list of books being discarded is given to the district media office via an electronic file using the designated method by the department.~~ Media software program maintains records of all discarded materials.

### Transfer of Property

The principal is the custodian of all property and equipment at the school. When it has been determined that a piece of equipment is not needed at the school where the property is located but the property may still be useful, the property may be transferred to another school site. The

Property Transfer form ([SO-PC-009](#)) may be completed, and unwanted/workable equipment may be routed to another school site providing an agreement has been made by the sending and receiving principals. Other unwanted/workable equipment may be routed to the warehouse.

### Discarding Media Center Books

When discarding books from a school's library collection ~~the following steps must be taken to ensure that all materials are accurately accounted for. In Alexandria there is an option to check out a book into "Discard Mode."~~ Books need to be removed from the shelf first and then discarded electronically from the cataloging application. See the departmental DISCARD process sheet for instructions on how to discard a book electronically.

#### Discard Mode

~~When you click on "Discard Mode" you will have three options-~~

~~Damaged~~

~~Weeded~~

~~Custom (with description)~~

~~Use the **Damaged** option if the book has been damaged beyond repair.~~

~~Use the **Weeded** option if weeding books based on the CREW method of weeding.~~

~~Use the **Custom** option if the book is being weeded due to State statutes, a Formal Book Challenge, and the decision of the School Board to pull the book. List the reason as: "Formal Book Challenge school board decision", or state statute §847.12 or §847.00.~~

~~If you have a book that you believe needs further review—check the book out to System Administrator (use #10) and make sure that the book(s) is inaccessible to students. Consult with District Media for further instructions.~~

**DO NOT DELETE** any titles from ~~Alexandria~~ the cataloging application. This will remove all record of the book. Follow the steps listed above and contact District Media if you have any further questions.

All books that are being discarded **MUST** have the barcode REMOVED from the book and the school or district name blackened out. The word DISCARDED must be written or stamped on the inside cover of each book before they are sent to the warehouse. Follow the district discard procedure for having items transferred to warehouse.

Use the Property Transfer Form ([SO-PC-009](#)) when discarding weeded or damaged books. When transferring discarded books, a digital copy of the (SO-PC-009) form and the list of books being discarded is given to the district media office via an electronic file using the designated method by the department.

### Accepting Donations

The library media specialist should always strive to maintain good public relations with members of the community and to be tactful in dealing with well-meaning residents who are cleaning out

closets and bookshelves. ~~If materials are accepted, a letter thanking the donor should be sent. However, under no circumstances should the library media specialist attach a dollar value to the donation. A simple statement of the number of books or items is sufficient. All materials and equipment should be accepted with the following understandings. The district will only accept donations of new materials that are currently in the media collection. Any new titles will be approved by a district committee comprised of a media specialist, parent, and district supervisor.~~

- ~~Donated m~~Materials must meet the same standards of selection as those applied to original purchases.

- Materials are of real value to the instructional program of the school with a purpose to education rather than to promote sales.
- Materials can be integrated into the general library collection according to the book vetting process and do not need special housing.
- The library media center staff may dispose of the gift at their discretion.

~~\*\*All donated books that are new title to the collection must be vetted by the district vetting process and approved by the book purchase committee and a certified media specialist the same as new books are vetted.~~

## Organizing the Collection

General policies:

- Each school shall maintain an online public access catalog. (OPAC)
- All library materials in the school library media center shall be organized, catalogued, and housed for easy accessibility to students and faculty.
- Library materials shall be prepared for use as soon as possible after they have been received.
- When original cataloging is necessary, the library media specialist shall consult the district media specialist on decisions regarding classification numbers, choice and form or main entry and subject headings.
- Media personnel shall be trained to process print and non-print materials.

## Processing Books

Books which are ordered from a state bid vendor may come fully processed, if the library media specialist so desires. If requested, plastic covers and barcode labels are provided and can be attached. The vendor may supply MARC records.

The following tasks are necessary in preparing a book for circulation:

- Stamp with school ownership identification stamp.

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- Attach labels where necessary. (Barcode, call number or letters [on the spine], reading program...)
- ~~Enter MARC records for each item.~~
- Follow district labeling configurations.
- The catalog application will auto generate the barcodes for the school.

#### ~~Barcode Protocol: 14 digit barcode protocol~~

- ~~4 digits - school # + 0 (i.e., 1230)~~
- ~~2 digits - collection if you want to use as the 5<sup>th</sup> and 6<sup>th</sup> digit (i.e., 12310)~~
- ~~8 digits - identifying number starting with 7000 (i.e., 1231070002345)~~

#### ~~Collection Numbers - if you choose to use (This refers to the 2 digit number)~~

- ~~10 - Library~~
- ~~30 - AV (Software)~~
- ~~40 - Equipment (does not connect to computer)~~
- ~~50 - Family Resource Center/Title I~~
- ~~60 - Professional~~
- ~~70 - Technology (connected to computer, media center inventory)~~
- ~~75 - Technology (Technology Department inventory)~~

### Interlibrary Lending

District Sharing: Media personnel should may contact other media personnel ~~in other schools~~ within the district to secure books or instructional materials available at different locations. ~~Interlibrary lending is limited to school faculty and administration only.~~ Only state trained, Certified Media Specialist may approve the transfer of media books and instructional materials as these must be evaluated for age and grade level appropriateness for the new school site.

### Inventory

~~Before beginning the inventory process, make sure the library media center collection (books, AV materials equipment, textbooks) is ready. All books don't have to be returned, but it is easier to have as many returned as possible. Weeding, repairing, cleaning, and relocating are commonly associated with inventory.~~ DO NOT DELETE discarded items from the library inventory program unless instructed to by District Media. Prior to deletion a discarded item report must be run and digitally submitted to District Media.

A physical count of the book collection is accomplished via a computerized inventory, following the directions given for the library circulation system. Inventory dates will be announced bi-annually. Inventory will be started in the fall to capture as many books as possible.

Inventory is an essential part of maintaining the collection. ~~It may take four weeks of uninterrupted work for a collection of 20,000 items to be inventoried. This estimate will be used when deciding how much time will be needed to do the inventory for the media center.~~

ALL classroom libraries (PreK-5) must be vetted ~~and scanned~~ by a certified library media specialist who has completed the Florida State Library Media and Instructional Materials Training. ~~Once scanned send your schools excel spreadsheet to the district media office for it to be posted on your school's website.~~ Procedures for this process can be found on the district media Teams page.

### **Public Relations/Marketing**

Promoting library media services for students and teachers needs to be an objective for all Hernando County Schools library media specialists. One method of achieving this goal is to provide pamphlets or statistics outlining the usage and services of the library media centers.

### **Media Beginning of the Year**

The specific date to open the library media center is determined by the school-based administration. Every effort must be made, however, to allow adequate time to prepare the library media center for student and staff use at the beginning of the school year.

### **Beginning Circulation Procedures**

Library media specialists must develop the procedures for circulation. The decisions must be made in cooperation with the school administration and instructional staff. The following are suggested guidelines to be considered.

- Check equipment to assure operability.
- ~~Set school calendar in the OPAC system.~~
- Check in any materials returned over the summer.
- Print overdue book or fines lists.
- ~~Update OPAC database patron list.~~
- Other activities as necessary.

### **End of Year Procedures**

The library media specialist must discuss the closing of the library media center with the school's administration. Together they will agree on the appropriate date for closing. Consideration must be given to the time needed to complete the final inventory of materials.

Complete an inventory of all available resources.

- ~~Prepare a list of all missing items.~~ Submit an electronic report from the cataloging application.
- DISCARD items that have been missing for two complete years after consulting with District Media. Submit an electronic report of all discarded materials.
- ~~Capture~~ Run report of the year's collection statistics and file an electronic copy.
- Download and save/share a list of overdue books and/or fines. Notices of obligation must be prepared and entered into Skyward. Provide this information to the appropriate people in the school.
- Download and save/share any reports that are relevant to the school site.
- ~~The graduating class must be removed from the system.~~
- Report Title 1 purchases to Director of Federal Programs.

## Book Fairs

Many schools conduct one or more school-wide book fairs each year as fundraising events.

To run a school-wide book fair requires considerable advance planning, but the details of if and when the event is run, its duration, and scheduling are at the discretion of the individual library media specialist and their administrator.

A short list of steps for holding a book fair would include the following:

- Get approval to hold a book fair from school administration. Contact a book fair vendor and schedule start and end dates. See that the book fair dates are placed on the school calendar.
- Notify Supervisor of Literacy Intervention and Elementary Academic programs of the dates of your fair, the vendor you are using and if you are in need of a Media Specialist to vet the book selection.
- Books that are currently in a book challenge, under objection, or have been removed by the Hernando County School board may not be sold at the book fair. po 2522, §1006.28
- The school principal is responsible for making sure the Book Fair has been vetted by a FLDOE trained Media Specialist.
- If you have not completed the Florida State mandated media training for vetting books you will need to request a district Media Specialist to come and vet your book fair books prior to opening the book fair to any students or parents. District Media will remove from the fair any copies that fall under the above challenge criteria. Those books are to be boxed and not sold. They are to be sent back to the vendor when the book fair ends.

### **Classroom Library Vetting**

As required by H.B.1069 school media specialists are expected to coordinate with their school administration to ~~assure~~ensure a plan is made for time to vet classroom libraries. Any Media Specialists who are vetting classroom libraries must complete the annual Florida State Media Training prior to vetting. The application used to document vetted classrooms will be identified and access given to school Media Specialists. Posting of classroom library lists will be coordinated through the district PR office.

### **Public Records and Data Requests**

Occasional a request is made for public records regarding the policies and procedures of the school media center, book purchases, books that are discarded, or circulation of books. It is expected that accurate media center records will be kept for this purpose. Records that are expected to be kept include: invoices, purchase requests, donations received, book approval requests, property transfer form (SO-PC-009) with a list of all books discarded. Media personnel can store these reports in their school's channel in the Media Teams page.

### **State Literacy Week**

School media centers may organize and participate in celebrations that honor, inform, celebrate, and educate about various literary, cultural, and historically recognized literacy themes. The state literacy week which is celebrated each January requires each school to fill out the participation form. Each school media center is encouraged to participate in the activities for this week.

### **Reading Encouragement Programs**

Many schools like to encourage pleasure reading by offering reading incentive programs. Participating in these programs is voluntary. Below is a list of a few of the current programs that are being used.

- ~~Reading Counts~~ Book Taco
- Accelerated Reader (AR)
- Sunshine State Young Readers Awards (SSYRA)
- Pizza Hut Book It
- Chuck-E-Cheese
- Barnes and Noble
- Books a Million

### **Electronic Media (E-Books)~~E-Books~~ and Students with Accommodations**

E-books and book reading programs such as Learning Ally are encouraged to be used by students who have reading difficulties. Students with accommodations are allowed to use those accommodations when participating in reading encouragement programs. E-books require the same vetting as other library books.

## **Professional Organizations**

There are many organizations available to library media specialists that provide opportunities for professional growth. Participation in these organizations is a personal choice.

### **Interactive technology and Smart Education (ITSE)**

The ITSE standards provide the competencies for learning, teaching, and leading with technology, and are a comprehensive road map for effective use of technology in schools worldwide.

### **Florida Literacy Association**

FLA is a professional organization comprised of educators and literacy experts striving to equip all teachers with tools to improve reading and literacy in all classrooms. As a statewide organization, FLA's goal is to inspire all teachers with our annual conference and local councils.

### **Florida Library Association**

The Florida Library Association serves to inform member of statewide issues and service development for all Florida libraries. The association partners with other state and national organizations relevant to libraries. They work closely with the information industry, facilitating productive links with the library community.

### **Florida Association for Media in Education (FAME)**

This state organization works for the improvement of school media programs statewide through workshops, and conferences. They encourage of professional growth, and the support of legislation vital to the interests of educational media.

### **American Library Association/American Association of School Librarians (ALA/AASL)**

The American Library Association (ALA) is open to all librarians working in all types of libraries and at all levels. Membership in the parent organization includes membership in a type-of-library division. For school media personnel, this division would be the American Association of School Librarians (AASL).



## Policies, Statutes, and Rules

District policies and procedures are in place to establish rules and procedures creating standards of quality for learning and safety, as well as expectations and accountability. Policies provide direction and set parameters to help support and sustain the educational needs of the students.

Classroom instructional materials, school libraries, classroom libraries and reading lists are governed in accordance with school board policies, state statutes, and department of education rules, and work processes.

### School Board Policies

School board policies that relate directly to the school library media center are listed below. It is the responsibility of ~~school~~the school district to know and abide by school board policies.

[School Board Policy 2520](#) Selection and Adoption of Instructional Materials

[School Board Policy 2521](#) Instructional Materials Program

[School Board Policy 2522](#) Challenges to Adoption or Use of Instructional, Library or Reading List Materials

[School Board Policy 2531](#) Copyrighted Works

[School Board Policy 2540](#) Audio-Visual Use

[School Board Policy 6152](#) Student Fees, Fines, Charges

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### Florida State Statutes

Florida State statutes are laws that school districts must follow when governing and facilitating student learning. Many statutes spell out what a school district may or may not do when facilitating the education of the district's students. Some statutes apply to specific parts of education and safety while others limit. Statutes change from year to year with new ones being created, some being repealed and some amended. The following are statutes that effect instructional materials school libraries and reading lists in the school district.

#### [H.B. 1069](#)

The bill includes provisions designed to protect children in public schools. The bill includes requirements for age-appropriate and developmentally appropriate instruction for all students in prekindergarten through grade 12. The bill:

- Includes requirements for specific terminology and instruction relative to health and reproductive education in schools and requires that all materials used for such instruction be approved by the Department of Education.
- Extends the prohibition on classroom instruction on sexual orientation or gender identity to prekindergarten through grade 8.

The bill enhances the process for transparency and review of library and classroom materials available to students in public schools and the process for parents to limit student access to

materials and make objections to materials. The bill requires the suspension of materials alleged to contain pornography or obscene depictions of sexual conduct, as identified in current law, pending resolution of an objection to the material. A district school board must also discontinue the use of any material the board does not allow a parent to read aloud.

The bill requires that meetings of committees to resolve objections must be noticed and open to the public and provides an appeals process through a special magistrate.

#### **F.S. 1006.28**

This statute deals with the duties of the school board, district school superintendent; and school principal regarding K-12 instructional materials. The requirement of a school district instructional materials review process. School Library Media Specialist must complete training before reviewing and selecting age-appropriate materials and library resources.

#### **F.S. 847.012**

Harmful materials: sale or distribution to minors or using minors in production prohibited; penalty.

#### **F.S. 847.001**

Definitions of terms used in chapter §847.012.

#### **F.S. 1003.42**

Required instruction

#### **F.S. 1006.29**

Each superintendent must certify that school librarians and media specialists who are employed by the school district and who are involved in the selection of library media materials for students, have completed the Library Media Training incorporated in this rule.

#### **F.S. 1006.31**

Duties of the Department of Education and School District Instructional Materials Reviewer

#### **F.S. 1006.34 (2)(b)**

Powers and duties of the Commissioner and the Department in selecting and adopting instructional materials.

#### **F.S. 1006.40**

Use of instructional materials allocation; instructional materials, library books, and reference books; repair of books.

#### **F.S. 1014.04**

Parental rights to direct the education and care of his or her minor child.

### **Florida Department of Education Administrative Rules**

Administrative Rules are administrative laws that concerns the powers and procedures of government agencies. Including the rules and administrative decisions that agencies issue. Rules are enforced by the agency that makes them. The Florida Department of Education Rules start with a number six.

#### **[Rule 6A.-7.0713](#)**

Describes the process and format for the school district elementary schools to post materials maintained in elementary school media centers and materials found on a school or grade-level reading list in a searchable format.

#### **[Rule 6A.-7.7014](#)**

Provides school districts with the format for reporting materials that were subject to an objection by a parent or resident of the county during the previous school year. Reporting also includes materials removed and the reason.

#### **[Rule 6A.-7.0715](#)**

Certifications and Plans for Instructional Materials and Library Media.

## **Instructional Materials Program**

### **Criteria for Selection of Educational Materials**

Excerpts below are from Florida's state mandated media specialist training:

Collections must:

- Support academic standards and curriculum.
- Support the academic needs of students and faculty.
- Support the broad racial, ethnic, socioeconomic, and cultural diversity of the students of this state.
- Be based upon reader interest.
- Be appropriate for the grade level and age group for which the materials are made available.
- Be suited to student needs and their ability to comprehend the material.
- Follow Florida Statutes, State Board of Education rules and school district policies.

Criteria for Selection of Library Materials Section §1006.40(3)(d),

All materials in a school library or included on a reading list must be:

- Free of Pornography and material prohibited under §847.012,
- Suited to student needs and their ability to comprehend the material presented.
- Appropriate for the grade level and age group for which the materials are used and made available.

Suited to Student Needs and Appropriate for Age and Grade Level Considerations should include:

- Student ability to comprehend material.
- The degree to which the material will be explained/supplemented by classroom instruction.
- The educational purpose of the material.
- The accurate portrayal of the state's broad racial, ethnic, socioeconomic and cultural diversity, without bias or indoctrination.
- Age and grade level of students
- Maturity of students
- Err on the side of caution.

## **Copyrighted Materials**

The district shall abide by all provisions of the copyright laws.

Commercial materials, whether printed or non-printed, may not be duplicated without prior written permission from the owner or copyright holder.

The School Board does not sanction or condone illegal duplication in any form, the use of illegally duplicated materials, or the improper use of commercially duplicated materials.

Procedures and guidelines for the legal duplication of materials for instructional purposes may be obtained from the school or District Office.

Employees who willfully infringe upon current copyright laws may be subject to disciplinary action by the School Board.

Any staff member shall, prior to installing any computer software not purchased by the School Board, obtain approval for such by completing a donated property form and delivering same and providing a valid license for the utilization of such software. In the event such software is not to be donated, the staff member shall lease the software to the School Board at no cost to the district by denoting such on the donated property form. In no event shall any such software be installed upon any computer owned by the HCSB without the approval required herein from the Director of Technology Information Services, or designee.

**Documents cannot be copied unless permission from the copyright holder is given.**

**It is best to assume that the material is copyrighted unless it states otherwise.**

**This also includes copyrighted material on websites.**

Appendix

- A. Specific Material Objection Template
- B. Collection Development Criteria
- ~~B.C.~~ Textbook Transfer Infographic
- ~~C.D.~~ ~~Organizational Flow Charts with media personnel~~ Ordering and Receiving Procedures Infographic
- ~~D.~~ ~~Organizational Flow Charts without media personnel~~
- E. Property Transfer Form
- F. Movie Permission Slip to Admin
- G. Movie Permission Slip to Parents

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## Collection Development Criteria

Based on the state training, collection development is an ongoing process, requiring both the acquisition of new materials, as well as continually “vetting” the collection to ensure its accuracy and relevance. The following guidelines are used by the active, school media specialists to fulfill state requirements, as well as the needs of the school and students. Collection development must be planned and supported with analysis of the overall collection with special consideration to age of material, condition, usage, school initiatives, and curriculum.

\*All new books purchased must be approved by a certified, school media specialist, as well as approved by the Media Review Committee.

Some questions to consider:

1. Does the material help create a balanced collection of fiction, nonfiction, and the inclusion of opposing viewpoints?
2. Does the material help address the specific population of the school and/district?
3. Are the curriculum needs of the teachers and students being met?
4. Are readers’ interests taken into consideration?
5. Are the materials age-appropriate for the school community?
6. Does the material include information that is biased, racist, or sexist?
7. Is the book irrelevant to the needs and interests of students and staff?
8. Has a subsequent edition of the book been added or is there a better book that should be obtained instead?
9. Is it free of pornography and material prohibited under s. [847.012](#)?
10. Is the material suited to student needs and their ability to comprehend the material presented?
11. Is it appropriate for the grade level and age group for which the materials are used or made available?
12. Is the content outdated?
13. Has the book circulated in the last few years? (Vetting Current Collection)
14. Are there multiple copies of the book available and do they circulate? (Vetting Current Collection)
15. Is the book physically damaged beyond repair or poor quality? (Vetting Current Collection)

### **Organizational Flow Chart if there is Media Personnel in the Media Center**

1. ~~Custodians or whoever accepts deliveries verifies shipments received contain the exact number of books that are listed on the shipment invoice.~~
2. ~~Bookkeeper /Custodian will let School Media Personnel know of delivery of materials.~~
3. ~~Materials are delivered to Media Center or staging area.~~
4. ~~School Media Personnel verify contents against the packing slip.~~
  - a. ~~If there is an issue:~~
    - i. ~~School Media Personnel contacts the Florida School Book Depository regarding discrepancy. Creates discrepancy report with the FSBD.~~
    - ii. ~~School Media Personnel then delivers packing slip and discrepancy report to school bookkeeper.~~
  - b. ~~If there is no issue:~~
    - i. ~~School Media Personnel delivers packing slip to bookkeeper.~~
5. ~~School Media Personnel processes delivery materials, which includes:~~
  - a. ~~Sorts books~~
  - b. ~~Barcode titles that are not consumables~~
  - c. ~~Enters barcodes into Textbook Tracker~~
  - d. ~~Cheekout titles, as appropriate to school personnel.~~
  - e. ~~Delivers titles to appropriate personnel.~~
  - f. ~~House surplus materials in storage location.~~
6. ~~If more materials are needed due to an increase in student population, contact the DMS or post in Media Personnel icon (email)~~
7. ~~District Library Media Specialist will contact District Administration as needed.~~



### **Organizational Flow Chart if there is NO Media Personnel in the Media Center**

- ~~1. Custodians or whoever accepts deliveries verifies shipments received.~~
- ~~2. Whoever handles textbooks contacts District Media Specialists once shipment verified?~~
- ~~3. Textbooks are delivered to the media center or a staging area to sort.~~
- ~~4. District Media Specialist verifies the contents of the delivery against the packing slip.~~
  - ~~a. If there is an issue:~~
    - ~~i. District Media Specialist contacts the Florida Textbook Depository re: discrepancy.~~
    - ~~ii. District Media Specialist then delivers packing slip and discrepancy report to school bookkeeper.~~
  - ~~b. IF there is no issue:~~
    - ~~i. District Media Specialist delivers packing slip to bookkeeper.~~
- ~~5. District Media Specialist processes deliver, which includes:-~~
  - ~~a. sort books~~
  - ~~b. bareodes titles that are not consumable~~
  - ~~c. centers titles into Textbook Tracker~~
  - ~~d. checkout titles, as appropriate to personnel~~
  - ~~e. delivers titles to appropriate personnel.~~
  - ~~f. houses surplus in school.~~
- ~~6. If more materials are needed due to an increase in student population, contact DLMS or post in Media Personnel email.~~
- ~~7. District Media Specialist will contact District Administration, as needed.~~

# Hernando County School District Media Handbook



**HERNANDO  
SCHOOL DISTRICT**

**Learn it. Love it. Live it.**

Effective: September 2025

Adopted: June 27, 2023

**School Board:**

Shannon Rodriguez, Chairperson

Mark Johnson, Vice Chairperson

Michelle Bonczek, Board Member

Susan Duval, Board Member

Kayce Hawkins, Board Member

Ray Pinder, Superintendent

Hernando County School District

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## **Introduction**

### **Vision**

To inspire and support the pursuit of individual greatness.

### **District Mission**

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.

### **Media Mission**

The mission of the Hernando County School District library media centers is to provide a broad range of educational material to enrich and support the curriculum, instill a love of reading, and to meet the needs of individual students and teachers.

### **Purpose**

- Encourage and support the love of reading and learning.
- Increase access to provide excellence in the library media centers' resources, facilities, and services.
- Enrich and support the curriculum.
- Meeting the needs of individual students and teachers.
- Impact the instructional program for students by strengthening the teaching/learning process through staff development, curriculum integration, and information literacy.
- Build community connections among school library media centers, public libraries, and other sources of information.
- Stimulate student, parent, school, and community partnerships.

### **Goals**

- To expose our students to a wide variety of literature and literature-based activities that will encourage them to become lifelong readers for learning and pleasure.
- To provide print and non-print materials in all formats that support the curriculum of our schools and that meet the instructional and individual information needs of our students.
- To inspire students and staff to become effective users of ideas and information.
- To create and maintain a trusting caring environment.

## **Media Specialist at the School Level**

Librarians/media specialists are staff members responsible for providing school library media services.

They are responsible for evaluating, selecting, curating, organizing, and managing media and technology resources, equipment, and related systems; facilitating access to information resources beyond the school; working with teachers to make resources available in the instructional programs; assisting teachers and students in media productions; and instructing students in the location and use of information resources.

The school library media program provides a wide range of resources and information that satisfy the educational needs and interests of students.

Materials are selected to meet the wide range of students' individual learning styles. The school library media center is a place where the students may explore more fully classroom subjects that interest them. They can expand their imagination, delve into areas of personal interest, and develop the ability to think clearly, critically, and creatively about the resources they have chosen to read, hear, or view.

The school library media specialist provides a setting where the students develop skills they will need as adults to locate, analyze, evaluate, interpret, and communicate information and ideas in an information-rich world. Students are encouraged to realize their potential as informed citizens who think critically and solve problems, to observe rights and responsibilities relating to the generation and flow of information and ideas, and to appreciate the value of literature in an educated society. The library media specialist collaborates with students and other members of the learning community to analyze learning and information needs, to locate and use resources that will meet those needs, and to understand and communicate the information the resources provide.

Library media specialists are knowledgeable about current research on teaching and learning and skilled in applying its findings to a variety of situations - particularly those that call upon students to access, evaluate, and use information from multiple sources in order to learn to think, and to create and apply new knowledge.

A curricular leader and a full participant on the instructional team, the library media specialist constantly updates information and research skills and knowledge in order to work effectively with teachers, administrators, and other staff - both to expand their general understanding of informational issues and to provide them with specific opportunities to develop sophisticated skills in information literacy, including the uses of information technology.

Library Media Specialists are current in best practice informational and literacy skills as well as state and federal statutes regarding information literacy.

## **Media Specialist at the District Level**

District Media Specialists work to support school media specialist and personnel to assure compliance with state statutes, district policies and procedures regarding media use and materials.

District Media Specialists facilitate and support the school district book challenge process. They are responsible for multiple aspects of the challenge process and preparing the necessary documents to bring the challenge to the School Board for vote.

The District Media Specialists are responsible for the maintenance and updating of the school district OPAC application used by school media centers. District Media Specialists verify the accuracy of information and standardization of the information entered when creating Bib records into the Online Public Access Catalog (OPAC) application.

When necessary, the District Media Specialist will vet and weed material from school media centers who are without a full-time certified Media Specialist. In addition, the DMS will vet new materials prior to purchase and book fairs prior to the start of the fair according to state statutes.

The District Media Specialists are responsible for overseeing the administration and annual renewal of the Florida State Mandated Media Specialist Training (HB 1467, §1006.29(6), §1006.31(2)).

Any additional roles and responsibilities as per HB 1467.

District Media Specialists (DMS) will assist District Personnel as well as School Media Personnel through the entire textbook adoption process. This includes but is not limited to: Inventory, Processing, Cataloging, and Distribution of materials at all school sites.

Arrival of New Materials- As textbook/library materials arrive at school sites without Media Personnel on staff – District Media Specialists (DMS) are contacted by schools to help assist with processing/cataloging of materials and distribution of materials to teachers and students.

Out of Adoption Materials – At school sites with no Media Personnel on staff – DMS are contacted by school sites to help assist with deletion of out of adoption materials from collections, preparing materials for transfer, and coordinating with district warehouse for transfer.

Curating list of books removed from school sites due to objections to materials used in classrooms, made available in school library, or included on a reading list (§1006.28(2) F.S.).

Dual Enrollment – DMS will assist with the organization, collating, cataloging and distribution of materials to students at a Dual Enrollment site(s).



## **READS- Florida's K-12 Integrated Library Media Reading Guidelines**

### **READS:**

- Read (as a personal activity)
- Explore (characteristics, history, and awards of creative works)
- Analyze (structure and aesthetic features of creative works)
- Develop (a literary-based product)
- Score (reading progress)

One of the goals of the school library media program is to provide intellectual and physical access to a broad range of literature and informational reading materials for personal pleasure and curriculum support. Library media programs aggressively support reading through a variety of promotional and instructional strategies that are carefully crafted to meet the unique needs of learners at each developmental stage. Additionally, the library instructional and promotional activities are collaboratively planned with classroom teachers so that the concepts and skills taught in the classroom are reinforced, enriching the learning experience.

- [READS - Read Chart](#) (PDF, 28KB)
- [READS - Explore Chart](#) (PDF, 33KB)
- [READS - Analyze Chart](#) (PDF, 28KB)
- [READS - Develop Chart](#) (PDF, 32KB)
- [READS - Scores Chart](#) (PDF, 28KB)
- [READS - 6th Grade Summary](#) (PDF, 28KB)
- [READS - 7th Grade Summary](#) (PDF, 28KB)
- [READS - 8th Grade Summary](#) (PDF, 27KB)
- [READS - 9-10th Grade Summary](#) (PDF, 27KB)
- [READS - 11-12th Grade Summary](#) (PDF, 28KB)

Florida Department of Education

# **Media Responsibilities**

## **Managing the Collection**

### **Collection Development**

Library Collection Development is the ongoing process of systematically building high-quality print and non-print information resources to meet the information needs of a particular school/district.

### **Goals of Collections Development**

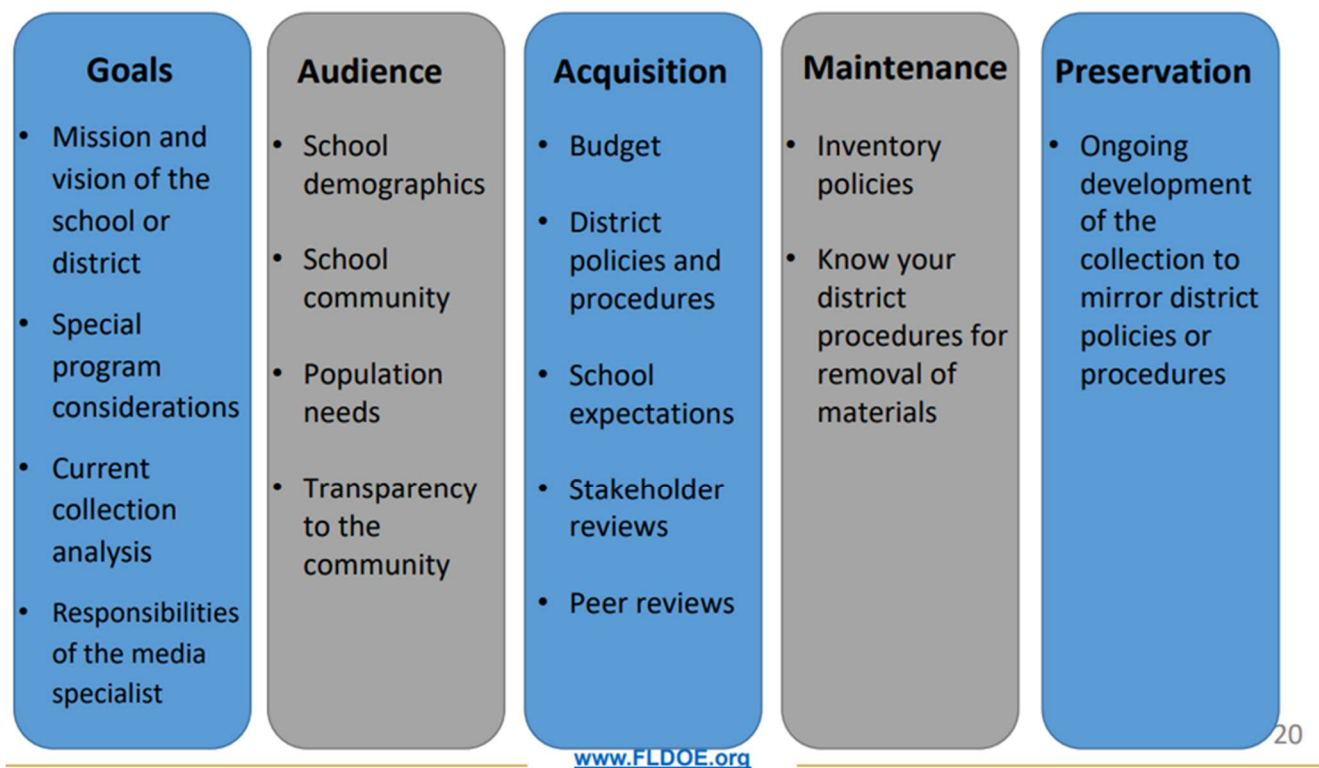
- To provide guidelines for selecting materials for the collection of the library that are balanced.
- Determines the retention, preservation and archiving of materials.
- Describes the process for removal of materials.
- Develop a plan for weeding, inventory, and collection development.

### **General Collection Selection Criteria**

- Support and enrich the curriculum and/or students' personal interests and learning.
- Meet high standards in literary, artistic, and aesthetic quality; technical aspects; and physical format.
- Be appropriate for the subject area and for the age, emotional development, ability level, learning styles, and social, emotional, and intellectual development of the students for whom the materials are selected.
- Incorporate accurate and authentic factual content from authoritative sources.
- Earns at least 2 favorable reviews in standard reviewing sources and/or favorable recommendations based on preview and examination of materials by Literary professionals or organizations.
- Complies with state statutes, rules, and bill.
- Exhibit a high degree of potential user appeal and interest.
- Represent differing viewpoints on controversial issues.
- Provide a global perspective and promote diversity by including materials by authors and illustrators of all cultures.
- Demonstrate physical format, appearance, and durability suitable to their intended use.
- Balance cost with need.

## FLDOE Collection Development Process

# Collection Development Process



### Selection of Books

All books must be evaluated and approved according to district policy prior to adding them to the library. At least two positive professional peer reviews are required for a book to be considered for collection adoption. If negative reviews are found, include at least one negative review as well. Crowd sourced reviews may also be considered. If no reviews are found contact the assigned district media specialist for support.

Each school must select a media book review committee for the purpose of adding new books to the media center that are not currently listed in the district OPAC. Schools will consider age, and grade level appropriateness with all book selections. The school book review committee must be given a copy of the peer reviews prior to voting to accept the books for purchase. This process is also required for books that are donated and are being considered for placement in the library. Majority vote is needed for books to be added to the media center collection or placed on an elementary reading list. A district committee may convene if several schools are considering the same titles such as Sunshine State Young Reader's Award titles.

## **Guidelines for Book Collection Development Plan**

Evaluating a book collection involves subjective, professional decisions to determine the value of an item in terms of curriculum, student and teacher needs, demand, and replacement capability. In general, a book may be considered "current" if it meets the following criteria:

- Generalities (000, 100 & 200) Published in the last five to fifteen years.
- Circulates frequently.
- Social Studies (300 & 900) Retains balance on controversial subjects. Evaluate demand, accuracy, and currency. Maintain local history. Language (400) Keep Basic.
- Science & Technology (500 & 600) Reflects the status of science and technology within the last five years; other areas, 10 years.
- Arts/Recreation (700) Keep a basic collection, especially art history. Keep well-illustrated items. Avoid dated techniques and/or equipment.
- Literature (800) Collection includes a retrospective variety of poetry and other literary genre deemed to have lasting value. Keep a basic collection, especially criticism; discard minor, unassigned writers; check indexes. Collection also includes award winning children's and adult literature.
- Biography: Collection should represent individuals currently influential in science, industry, the arts, social issues, and entertainment/recreation. Keep until demand wanes, unless outstanding in content or style and still used.
- Fiction & Easy: Keep high demand/ evaluate.
- Audiovisual/Computer Software: Weed worn or out-of-date items, keep software up to six years, videocassettes, and DVDs up to five years.

## **Collection Analysis**

Many vendors offer collection analysis for free. It is best practice to analyze your collection prior to making book purchases. Collection analysis should include the average age of the total collection as well as specific call numbers. Collection analysis will allow you to identify the areas where the collection is lacking or overpopulated with books. Book companies such as Follett, Mackin and Perma Bound all offer collection analysis.

## **Purchasing Procedures**

Each book newly made available to students through a school library media center or included in a recommended or assigned school or grade level reading list must be selected and approved by a district employee who holds a valid educational media specialist certificate, and who has documented that they have completed the state approved Library Media and Instructional

Materials Training, regardless of whether the book is purchased, donated, or otherwise made available to students. §.1006.28(2) 6 (d) 1-4.

The media specialist will provide for media center collections, including classroom libraries, based on reader interest, support of state academic standards and aligned curriculum, and the academic needs of students and faculty. They will endeavor to stay informed about appropriate new publications, using multiple sources, such as discussions with colleagues, attendance at conferences, and reading a variety of periodicals and book reviews. The media specialist will also receive and consider suggestions or requests brought forward by other faculty, students, and parents.

Potential new books for the school library media center and reading lists will be evaluated to determine if they would be suitable for student needs and whether they would be appropriate for the intended grade level and age group. In considering possible new acquisitions, the media specialist will consult at least two reputable, professionally recognized reviewing periodicals and school community stakeholders. The media specialist will also assess the level of student interest in the subject(s) presented and the ability of students to comprehend the material. Books that are selected must be free of pornography and material prohibited under § 847.012.

The goal of the selection process is for the school's library media center and reading list collections to be based on reader interest, the support of state standards and aligned curriculum, and the academic needs of students and faculty.

After evaluation, the media specialist will inform the principal of those books that have been evaluated and are approved for inclusion in the collections.

Periodically, books will be removed from the collection or discontinued, based on their poor physical condition, low rate of recent circulation, non-alignment to state standards or statutes, out-of-date content, or status following a parent's or community member's objection.

The procedure for developing library media center and reading list collections will be posted on the website for each school in the district.

Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The principal shall arrange for a convenient time to provide such access.

Each elementary school must publish on its website, in a searchable format, a list of all materials maintained in the school library media center or required as part of a school or grade-level reading list.

Specific purchasing process procedures are site-based and may vary from school to school. Each media specialist should consult with the school bookkeeper to determine paperwork and procedures required at that site.

It is suggested that the library media specialist maintain a current print and or digital order file ("wish list") that includes student and faculty requests. This file, updated and weeded frequently, is an essential source of student, parent, and stakeholder input. Building and maintaining an order consideration file will assist in making materials selection an evaluative process rather than a hurried procedure when orders are due.

### **District Allocation**

Local discretionary media dollars are provided, when possible, for the purpose of purchasing other items needed to support the media center.

### **Book Fair Funds**

Book fair funds may be used as identified in the initial fundraising application with the school. Books purchased with book fair funds or scholastic dollars must be reviewed by the book purchase review committee prior to purchase. Notes of the approval process must be kept for future reference. (HB. 1467)

### **Publishers' Catalog and Sales Representatives**

Sales representatives and vendors can visit individual schools but should do so only by prior appointment with the library media specialist and presentation of proper identification in the front office.

### **Book Previews are Prohibited**

Media Specialists should not accept vendor shipments of books for review. The visit is considered only an information gathering session. No purchase agreements are made. All purchases must follow district approved procedures.

Sales personnel are not permitted to donate free library materials to schools in exchange for permission to distribute commercial information through students.

### **Lost and Damaged Materials**

In a busy library media center, the library media specialist can assume that up to one percent of the total number of library media center materials will be lost or damaged each year. This fact should not restrict the free circulation of materials. However, pupils are responsible for payment of lost or damaged materials, according to School Board Policy 6152.

### **Student/Parent Responsibility for Lost and Damaged Materials**

All instructional materials are the property of the district school board. When distributed to the students, these instructional materials are on loan to the students while they are pursuing their

courses of study and are to be returned at the direction of the principal or the teacher in charge. Each parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials when directed by the school principal or the teacher in charge, and shall pay for such loss, destruction, or unnecessary damage as provided by law.

### **Principal's responsibilities to collect money for lost or damaged items**

The principal/designee has the responsibility to manage the use of instructional materials. As a part of that management, authority is given by Florida Statute to collect payment for lost or damaged materials.

The school principal shall collect from each student or the student's parent the purchase price of any instructional material the student has lost, destroyed, or unnecessarily damaged and to report and transmit the textbook money collected to the district school superintendent. The failure to collect such sum upon reasonable effort by the school principal (or designee) may result in the suspension of the student from participation in extracurricular activities or satisfaction of the debt by the student through community service activities at the school site as determined by the school principal.

The library media specialist should develop a plan to be approved by the school principal for collecting payment for lost or damaged items. When developing a plan for such items, the following guidelines are recommended:

- The plan must be consistent with §1006.28(4) (b).
- Items damaged beyond repair will be considered Damaged and may be discarded following the correct procedures for discarding.
- A student should pay for materials after receiving an overdue notice or parent letter. It may also be necessary to send a Notice of Obligation to the student's home by U.S. mail.
- Notice of Obligation needs to be entered into the electronic student cumulative file.
- The plan will establish procedures determining who will collect the money.
- An individual receipt from a receipt book must be issued to the student. Receipt books can be signed out to the person receiving the money by the school's bookkeeper.
- The title, and barcode number must be written on the receipt in case the item is later retrieved.
- If the library media specialist is collecting the money, he/she must list all monies received by receipt number and the amount received on the correct form and give to the bookkeeper at the end of the same day.
- Accurate records of the lost and damaged books must be kept within the OPAC system. An item status record report is available in the circulation system.

- If a student transfers to another school within the district without returning a library media item, the library media specialist should notify the receiving school's library media specialist.
- Every effort should be made to retrieve the item(s) or payment. A block preventing further use of media materials may be placed on the student's record through the circulation system until the material(s) have been returned or reimbursement has been received.
- During the summer, reimbursement needs to be collected where the loss incurred. A copy of the Monies Collected form should be made for the library media specialist.

## **Weeding and Discarding Materials**

Evaluation of the collection should be an ongoing process by the library media specialist and the instructional staff. This is necessary in order to keep the collection relevant to the changing needs of the curriculum and personal interests of students. Evaluation should include the removal of materials no longer appropriate and the replacement of lost and worn materials of educational value. (School Board Policy 2520)

The underlying principle of weeding is quality, not quantity utilizing the CREW method. With proper balance of planning, weeding, and purchasing, the collection should meet high standards and meet the needs of the learning community. §1006.28(2) (d) 2. d

<https://www.tsl.texas.gov/sites/default/files/public/tslac/ld/ld/pubs/crew/crewmeth12.pdf>

Regular cleaning of storage closets is necessary to discard instructional materials that are not aligned to current adoptions, benchmarks, or part of state approved interventions.

## **Discard Procedures for Property**

Property such as audio-visual equipment or furniture that cannot be repaired and has exceeded its useful life should be considered obsolete and surplus. Such property must be submitted to the Property Department for disposal. The Property Transaction form ([SO-PC-009](#)) must be completed by the library media specialist and signed by the principal. The form should be forwarded to the Property Department. The surplus equipment will be picked up and disposal will be completed by the Property Department. A copy of the Property Transaction form and the list of media books discarded is to be kept as part of the media center annual records. Media software program maintains records of all discarded materials.

## **Transfer of Property**

The principal is the custodian of all property and equipment at the school. When it has been determined that a piece of equipment is not needed at the school where the property is located but the property may still be useful, the property may be transferred to another school site. The Property Transfer form ([SO-PC-009](#)) may be completed, and unwanted/workable equipment may



be routed to another school site providing an agreement has been made by the sending and receiving principals. Other unwanted/workable equipment may be routed to the warehouse.

### **Discarding Media Center Books**

When discarding books from a school's library collection Books need to be removed from the shelf first and then discarded electronically from the cataloging application. See the departmental DISCARD process sheet for instructions on how to discard a book electronically.

**DO NOT DELETE** any titles from the cataloging application. This will remove all record of the book. Follow the steps listed above and contact District Media if you have any further questions.

All books that are being discarded **MUST** have the barcode **REMOVED** from the book and the school or district name blackened out. The word **DISCARDED** must be written or stamped on the inside cover of each book before they are sent to the warehouse. Follow the district discard procedure for having items transferred to warehouse.

Use the Property Transfer Form ([SO-PC-009](#)) when discarding weeded or damaged books. When transferring discarded books, a digital copy of the (SO-PC-009) form and the list of books being discarded is given to the district media office via an electronic file using the designated method by the department.

### **Accepting Donations**

The library media specialist should always strive to maintain good public relations with members of the community and to be tactful in dealing with well-meaning residents who are cleaning out closets and bookshelves. The district will only accept donations of new materials that are currently in the media collection. Any new titles will be approved by a district committee comprised of a media specialist, parent, and district supervisor. Donated materials must meet the same standards of selection as those applied to original purchases.

- Materials are of real value to the instructional program of the school with a purpose to education rather than to promote sales.
- Materials can be integrated into the general library collection according to the book vetting process and do not need special housing.
- The library media center staff may dispose of the gift at their discretion.

### **Organizing the Collection**

General policies:

- Each school shall maintain an online public access catalog. (OPAC)
- All library materials in the school library media center shall be organized, catalogued, and housed for easy accessibility to students and faculty.

- Library materials shall be prepared for use as soon as possible after they have been received.
- When original cataloging is necessary, the library media specialist shall consult the district media specialist on decisions regarding classification numbers, choice and form or main entry and subject headings.
- Media personnel shall be trained to process print and non-print materials.

## **Processing Books**

Books which are ordered from a state bid vendor may come fully processed, if the library media specialist so desires. If requested, plastic covers and barcode labels are provided and can be attached. The vendor may supply MARC records.

The following tasks are necessary in preparing a book for circulation:

- Stamp with school ownership identification stamp.
- Attach labels where necessary. (Barcode, call number or letters [on the spine], reading program...)
- Follow district labeling configurations.
- The catalog application will auto generate the barcodes for the school.

## **Interlibrary Lending**

District Sharing: Media personnel may contact other media personnel within the district to secure books or instructional materials available at different locations.. Only state trained, Certified Media Specialist may approve the transfer of media books and instructional materials as these must be evaluated for age and grade level appropriateness for the new school site.

## **Inventory**

DO NOT DELETE discarded items from the library inventory program unless instructed to by District Media. Prior to deletion a discarded item report must be run and digitally submitted to District Media.

A physical count of the book collection is accomplished via a computerized inventory, following the directions given for the library circulation system. Inventory dates will be announced bi-annually. Inventory will be started in the fall to capture as many books as possible.

Inventory is an essential part of maintaining the collection.

ALL classroom libraries (PreK-5) must be vetted by a certified library media specialist who has completed the Florida State Library Media and Instructional Materials Training. Procedures for this process can be found on the district media Teams page.

## **Public Relations/Marketing**

Promoting library media services for students and teachers needs to be an objective for all Hernando County Schools library media specialists. One method of achieving this goal is to provide pamphlets or statistics outlining the usage and services of the library media centers.

## **Media Beginning of the Year**

The specific date to open the library media center is determined by the school-based administration. Every effort must be made, however, to allow adequate time to prepare the library media center for student and staff use at the beginning of the school year.

## **Beginning Circulation Procedures**

Library media specialists must develop the procedures for circulation. The decisions must be made in cooperation with the school administration and instructional staff. The following are suggested guidelines to be considered.

- Check equipment to assure operability.
- Check in any materials returned over the summer.
- Print overdue book or fines lists.
- Other activities as necessary.

## **End of Year Procedures**

The library media specialist must discuss the closing of the library media center with the school's administration. Together they will agree on the appropriate date for closing. Consideration must be given to the time needed to complete the final inventory of materials.

Complete an inventory of all available resources.

- Submit an electronic report from the cataloging application.DISCARD items that have been missing for two complete years after consulting with District Media. Submit an electronic report of all discarded materials.
- Run report of the year's collection statistics and file an electronic copy.
- Download and save/share a list of overdue books and/or fines. Notices of obligation must be prepared and entered into Skyward. Provide this information to the appropriate people in the school.
- Download and save/share any reports that are relevant to the school site.
- Report Title 1 purchases to Director of Federal Programs.

## **Book Fairs**

Many schools conduct one or more school-wide book fairs each year as fundraising events.

To run a school-wide book fair requires considerable advance planning, but the details of if and when the event is run, its duration, and scheduling are at the discretion of the individual library media specialist and their administrator.

A short list of steps for holding a book fair would include the following:

- Get approval to hold a book fair from school administration. Contact a book fair vendor and schedule start and end dates. See that the book fair dates are placed on the school calendar.
- Notify Supervisor of Literacy Intervention and Elementary Academic programs of the dates of your fair, the vendor you are using and if you are in need of a Media Specialist to vet the book selection.
- Books that are currently in a book challenge, under objection, or have been removed by the Hernando County School board may not be sold at the book fair. po 2522, §1006.28
- The school principal is responsible for making sure the Book Fair has been vetted by a FLDOE trained Media Specialist.
- If you have not completed the Florida State mandated media training for vetting books you will need to request a district Media Specialist to come and vet your book fair books prior to opening the book fair to any students or parents. District Media will remove from the fair any copies that fall under the above challenge criteria. Those books are to be boxed and not sold. They are to be sent back to the vendor when the book fair ends.

## **Classroom Library Vetting**

As required by H.B.1069 school media specialists are expected to coordinate with their school administration to ensure a plan is made for time to vet classroom libraries. Any Media Specialists who are vetting classroom libraries must complete the annual Florida State Media Training prior to vetting. The application used to document vetted classrooms will be identified and access given to school Media Specialists. Posting of classroom library lists will be coordinated through the district PR office.

## **Public Records and Data Requests**

Occasional a request is made for public records regarding the policies and procedures of the school media center, book purchases, books that are discarded, or circulation of books. It is expected that accurate media center records will be kept for this purpose. Records that are expected to be kept include: invoices, purchase requests, donations received, book approval

requests, property transfer form (SO-PC-009) with a list of all books discarded. Media personnel can store these reports in their school's channel in the Media Teams page.

## **State Literacy Week**

School media centers may organize and participate in celebrations that honor, inform, celebrate, and educate about various literary, cultural, and historically recognized literacy themes. The state literacy week which is celebrated each January requires each school to fill out the participation form. Each school media center is encouraged to participate in the activities for this week.

## **Reading Encouragement Programs**

Many schools like to encourage pleasure reading by offering reading incentive programs. Participating in these programs is voluntary. Below is a list of a few of the current programs that are being used.

- Book Taco Accelerated Reader (AR)
- Sunshine State Young Readers Awards (SSYRA)
- Pizza Hut Book It
- Chuck-E-Cheese
- Barnes and Noble  
Books a Million

## **Electronic Media (E-Books) and Students with Accommodations**

E-books and book reading programs such as Learning Ally are encouraged to be used by students who have reading difficulties. Students with accommodations are allowed to use those accommodations when participating in reading encouragement programs. E-books require the same vetting as other library books.

## **Professional Organizations**

There are many organizations available to library media specialists that provide opportunities for professional growth. Participation in these organizations is a personal choice.

### **Interactive technology and Smart Education (ITSE)**

The ITSE standards provide the competencies for learning, teaching, and leading with technology, and are a comprehensive road map for effective use of technology in schools worldwide.

### **Florida Literacy Association**

FLA is a professional organization comprised of educators and literacy experts striving to equip all teachers with tools to improve reading and literacy in all classrooms. As a statewide organization, FLA's goal is to inspire all teachers with our annual conference and local councils.

#### Florida Library Association

The Florida Library Association serves to inform member of statewide issues and service development for all Florida libraries. The association partners with other state and national organizations relevant to libraries. They work closely with the information industry, facilitating productive links with the library community.

#### Florida Association for Media in Education (FAME)

This state organization works for the improvement of school media programs statewide through workshops, and conferences. They encourage of professional growth, and the support of legislation vital to the interests of educational media.

#### American Library Association/American Association of School Librarians (ALA/AASL)

The American Library Association (ALA) is open to all librarians working in all types of libraries and at all levels. Membership in the parent organization includes membership in a type-of-library division. For school media personnel, this division would be the American Association of School Librarians (AASL).

## **Policies, Statutes, and Rules**

District policies and procedures are in place to establish rules and procedures creating standards of quality for learning and safety, as well as expectations and accountability. Policies provide direction and set parameters to help support and sustain the educational needs of the students.

Classroom instructional materials, school libraries, classroom libraries and reading lists are governed in accordance with school board policies, state statutes, and department of education rules, and work processes.

### **School Board Policies**

School board policies that relate directly to the school library media center are listed below. It is the responsibility of the school district to know and abide by school board policies.

[School Board Policy 2520](#) Selection and Adoption of Instructional Materials

[School Board Policy 2521](#) Instructional Materials Program

[School Board Policy 2522](#) Challenges to Adoption or Use of Instructional, Library or Reading List Materials

[School Board Policy 2531](#) Copyrighted Works

School Board Policy 6152 Student Fees, Fines, Charges

### **Florida State Statutes**

Florida State statutes are laws that school districts must follow when governing and facilitating student learning. Many statutes spell out what a school district may or may not do when facilitating the education of the district's students. Some statutes apply to specific parts of education and safety while others limit. Statutes change from year to year with new ones being created, some being repealed and some amended. The following are statutes that effect instructional materials school libraries and reading lists in the school district.

#### [H.B. 1069](#)

The bill includes provisions designed to protect children in public schools. The bill includes requirements for age-appropriate and developmentally appropriate instruction for all students in prekindergarten through grade 12. The bill:

- Includes requirements for specific terminology and instruction relative to health and reproductive education in schools and requires that all materials used for such instruction be approved by the Department of Education.
- Extends the prohibition on classroom instruction on sexual orientation or gender identity to prekindergarten through grade 8.

The bill enhances the process for transparency and review of library and classroom materials available to students in public schools and the process for parents to limit student access to

materials and make objections to materials. The bill requires the suspension of materials alleged to contain pornography or obscene depictions of sexual conduct, as identified in current law, pending resolution of an objection to the material. A district school board must also discontinue the use of any material the board does not allow a parent to read aloud.

The bill requires that meetings of committees to resolve objections must be noticed and open to the public and provides an appeals process through a special magistrate.

#### **F.S. 1006.28**

This statute deals with the duties of the school board, district school superintendent; and school principal regarding K-12 instructional materials. The requirement of a school district instructional materials review process. School Library Media Specialist must complete training before reviewing and selecting age-appropriate materials and library resources.

#### **F.S. 847.012**

Harmful materials: sale or distribution to minors or using minors in production prohibited; penalty.

#### **F.S. 847.001**

Definitions of terms used in chapter §847.012.

#### **F.S. 1003.42**

Required instruction

#### **F.S. 1006.29**

Each superintendent must certify that school librarians and media specialists who are employed by the school district and who are involved in the selection of library media materials for students, have completed the Library Media Training incorporated in this rule.

#### **F.S. 1006.31**

Duties of the Department of Education and School District Instructional Materials Reviewer

#### **F.S. 1006.34 (2)(b)**

Powers and duties of the Commissioner and the Department in selecting and adopting instructional materials.

#### **F.S. 1006.40**

Use of instructional materials allocation; instructional materials, library books, and reference books; repair of books.

#### **F.S. 1014.04**

Parental rights to direct the education and care of his or her minor child.



## **Florida Department of Education Administrative Rules**

Administrative Rules are administrative laws that concerns the powers and procedures of government agencies. Including the rules and administrative decisions that agencies issue. Rules are enforced by the agency that makes them. The Florida Department of Education Rules start with a number six.

### **Rule 6A.-7.0713**

Describes the process and format for the school district elementary schools to post materials maintained in elementary school media centers and materials found on a school or grade-level reading list in a searchable format.

### **Rule 6A.-7.7014**

Provides school districts with the format for reporting materials that were subject to an objection by a parent of resident of the county during the previous school year. Reporting also includes materials removed and the reason.

### **Rule 6A.-7.0715**

Certifications and Plans for Instructional Materials and Library Media.

## **Instructional Materials Program**

### **Criteria for Selection of Educational Materials**

Excerpts below are from Florida's state mandated media specialist training:

Collections must:

- Support academic standards and curriculum.
- Support the academic needs of students and faculty.
- Support the broad racial, ethnic, socioeconomic, and cultural diversity of the students of this state.
- Be based upon reader interest.
- Be appropriate for the grade level and age group for which the materials are made available.
- Be suited to student needs and their ability to comprehend the material.
- Follow Florida Statutes, State Board of Education rules and school district policies.

Criteria for Selection of Library Materials Section §1006.40(3)(d),

All materials in a school library or included on a reading list must be:

- Free of Pornography and material prohibited under §847.012,
- Suited to student needs and their ability to comprehend the material presented.
- Appropriate for the grade level and age group for which the materials are used and made available.

Suited to Student Needs and Appropriate for Age and Grade Level Considerations should include:

- Student ability to comprehend material.
- The degree to which the material will be explained/supplemented by classroom instruction.
- The educational purpose of the material.
- The accurate portrayal of the state's broad racial, ethnic, socioeconomic and cultural diversity, without bias or indoctrination.
- Age and grade level of students
- Maturity of students
- Err on the side of caution.

## **Copyrighted Materials**

The district shall abide by all provisions of the copyright laws.

Commercial materials, whether printed or non-printed, may not be duplicated without prior written permission from the owner or copyright holder.

The School Board does not sanction or condone illegal duplication in any form, the use of illegally duplicated materials, or the improper use of commercially duplicated materials.

Procedures and guidelines for the legal duplication of materials for instructional purposes may be obtained from the school or District Office.

Employees who willfully infringe upon current copyright laws may be subject to disciplinary action by the School Board.

Any staff member shall, prior to installing any computer software not purchased by the School Board, obtain approval for such by completing a donated property form and delivering same and providing a valid license for the utilization of such software. In the event such software is not to be donated, the staff member shall lease the software to the School Board at no cost to the district by denoting such on the donated property form. In no event shall any such software be installed upon any computer owned by the HCSB without the approval required herein from the Director of Technology Information Services, or designee.

**Documents cannot be copied unless permission from the copyright holder is given.**

**It is best to assume that the material is copyrighted unless it states otherwise.**

**This also includes copyrighted material on websites.**

## Appendix

- A. [Specific Material Objection Template](#)
- B. Collection Development Criteria
- C. [Textbook Transfer Infographic](#)
- D. [Ordering and Receiving Procedures Infographic](#)
- E. [Property Transfer Form](#)
- F. [Movie Permission Slip to Admin](#)
- G. [Movie Permission Slip to Parents](#)

## Collection Development Criteria

Based on the state training, collection development is an ongoing process, requiring both the acquisition of new materials, as well as continually “vetting” the collection to ensure its accuracy and relevance. The following guidelines are used by the active, school media specialists to fulfill state requirements, as well as the needs of the school and students. Collection development must be planned and supported with analysis of the overall collection with special consideration to age of material, condition, usage, school initiatives, and curriculum.

\*All new books purchased must be approved by a certified, school media specialist, as well as approved by the Media Review Committee.

Some questions to consider:

1. Does the material help create a balanced collection of fiction, nonfiction, and the inclusion of opposing viewpoints?
2. Does the material help address the specific population of the school and/district?
3. Are the curriculum needs of the teachers and students being met?
4. Are readers’ interests taken into consideration?
5. Are the materials age-appropriate for the school community?
6. Does the material include information that is biased, racist, or sexist?
7. Is the book irrelevant to the needs and interests of students and staff?
8. Has a subsequent edition of the book been added or is there a better book that should be obtained instead?
9. Is it free of pornography and material prohibited under s. [847.012](#)?
10. Is the material suited to student needs and their ability to comprehend the material presented?
11. Is it appropriate for the grade level and age group for which the materials are used or made available?
12. Is the content outdated?
13. Has the book circulated in the last few years? (Vetting Current Collection)
14. Are there multiple copies of the book available and do they circulate? (Vetting Current Collection)
15. Is the book physically damaged beyond repair or poor quality? (Vetting Current Collection)

**A. Item Currently Budgeted -**

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

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

**B. Item Currently Not Budgeted -\*\***

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



# Hernando School District

## School Board Workshop

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**Agenda Item # 4. 26-3279**

9/9/2025

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### **Title and Board Action Requested**

Presentation of the Implementation Planning of the Imagine Learning/Edgenuity Virtual Instruction Program for Hernando County School District

### **Executive Summary**

The Director of Secondary Programs, on behalf of the Superintendent of Schools, hereby requests the Board to review the presentation and give approval to move forward with the planning and implementation of the Imagine Learning/Edgenuity virtual instruction program. This initiative is designed to expand virtual learning opportunities for Hernando County students through the development of Hernando FLEX, a district-managed virtual instruction platform.

Imagine Learning, an approved Florida Virtual Instructional Provider, offers a comprehensive suite of K-12 courses, including NCAA-approved and Advanced Placement options, taught by Florida-certified teachers. The program supports both in-district students seeking flexible learning options and aims to capture home-schooled and on campus students by providing high-quality instruction that is monitored and supported by district staff.

The total cost for the Imagine Learning/Edgenuity program to start is \$4,250.00 for the 2025-2026 school year. This includes instructional services, digital libraries, enrollment fees, and professional development. Imagine Learning bills based on actual usage, allowing for cost-effective scaling.

This model ensures the district pays only for completed coursework, maximizing the value of instructional investment. Additional costs will be monitored and managed in coordination with the Superintendent, with expenditures adjusted based on student enrollment and course completion.

### **My Contact**

Dr. John Morris  
Director of Secondary Programs  
352-797-7000 ext. 70443  
morris\_j@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.



# imagine school services



Matthew Davenport  
*Account Executive*



# A Model to Support Hernando Students in a Virtual World

## Home School Students

- Recapturing home-schooled students gives them the opportunity to receive high-quality instruction that can be monitored and tailored by the district.
- Imagine Learning will provide the instructional materials and teachers of record for the students.
- Very similar to the programs run in: Duval, Okaloosa, Sarasota, Glades, Palm Beach, Miami-Dade, Suwannee, Manatee, etc.
- Extremely low up-front costs, bill on usage for student completions, low cost compared to FTE revenue = extra funds for the district
- Ability for the district to monitor students' progress and achievement in the Imagine Learning Virtual Portal (ILVP).

## In District Students

- Students can request virtual instruction; they do not have to use FLVS.
- Imagine Learning is an approved FL Virtual Instructional Provider.
- One platform to house all virtual instruction for ease of implementation
- When a student takes a course with FLVS, they capture FTE funds, with Imagine Learning, you retain more of your funds, keeping more money in the district.
- Wide range of NCAA-approved courses as well as AP courses taught by FL-certified teachers.
- Built-in student supports to help with progress, engagement, and student achievement.

# Imagine Learning Teachers

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## Imagine Learning virtual teachers:

- Highly Qualified, State Certified
- **Live Interaction Opportunities:** Book 1:1 Appts, Phone, Text, On-Demand Tutoring
- Grade activities & give feedback
- Monitor course activity & attendance
- Provide remediation & enrichment
- Offer ongoing progress updates to students, families & mentors
- Coordinate & communicate with school staff



# Multiple Layers of Support



## Highly Qualified, State Certified Virtual Instructors

- Proactive instructional support
- Remediation/enrichment
- Web meetings
- Established office hours
- E-mail/chat/phone
- Grade course assignments & projects



## Virtual Tutoring

- On-demand tutoring support
- Live chat & interactive whiteboard
- Available 7 days a week

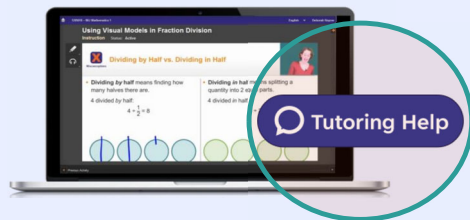


## Customer Success Manager or Regional Administrator

- Support school/district virtual program mentors
- Provide guidance for student success & academic achievement

# On-Demand Tutoring in Action

## Imagine Learning Lesson



Student

While student is working on a lesson, they have a question and click for help.

Tutoring Help

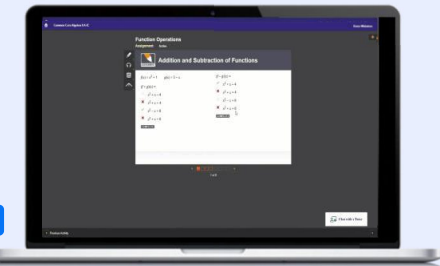
System recognizes what subject & specific topic the student is working on.

## 1:1 Tutoring Session

On-Demand Tutor



Student



Student connects with a tutor & homework help session begins.

 imagine learning



# On-Demand Tutoring

Provide on-demand tutoring support to students.

Quickly connect with a live tutor from within a lesson.

Available alongside K-12 core, 6-12 French/Spanish, and National Test Prep courses.

On-Demand Tutoring Hours	
Monday – Friday	8am – 10pm*
Saturday	9am – 4pm*
Sunday	6pm – 10pm*

\*All times local

*French and Spanish are available Monday – Friday 8:00am – 10:00pm local time*





# Course Offering – K-5 Curriculum

## English Language Arts

5010041 – Language Arts – Kindergarten  
5010042 – Language Arts – Grade One  
5010043 – Language Arts – Grade Two  
5010044 – Language Arts – Grade Three  
5010045 – Language Arts – Grade Four  
5010046 – Language Arts – Grade Five

## Mathematics

5012020 – Mathematics – Kindergarten  
5012030 – Mathematics – Grade One  
5012040 – Mathematics – Grade Two  
5012050 – Mathematics – Grade Three  
5012060 – Mathematics – Grade Four  
5012070 – Mathematics – Grade Five

## Science

5020010 – Science – Grade K  
5020020 – Science – Grade One  
5020030 – Science – Grade Two  
5020040 – Science – Grade Three  
5020050 – Science – Grade Four  
5020060 – Science – Grade Five

## Social Studies

5021020 – Social Studies Kindergarten  
5021030 – Social Studies Grade 1  
5021040 – Social Studies Grade 2  
5021050 – Social Studies Grade 3  
5021060 – Social Studies Grade 4  
5021070 – Social Studies Grade 5

# Course Offering – 6-8 Curriculum

## English Language Arts

1000010 – M/J Intensive Reading 1  
1001010 – M/J Language Arts 1  
1001020 – M/J Language Arts 1 Advanced  
1001040 – M/J Language Arts 2  
1001050 – M/J Language Arts 2 Advanced  
1001070 – M/J Language Arts 3  
1001080 – M/J Language Arts 3 Advanced

## Mathematics

1205010 – M/J Grade 6 Mathematics  
1205020 – M/J Accelerated Mathematics Grade 6  
1205040 – M/J Grade 7 Mathematics  
1205050 – M/J Accelerated Mathematics Grade 7  
1205070 – M/J Grade 8 Pre-Algebra

## Science

2000010 – M/J Life Science  
2001010 – M/J Earth/Space Science  
2003010 – M/J Physical Science  
2002040 – M/J Comprehensive Science 1  
2002050 – M/J Comprehensive Science 1 Advanced  
2002070 – M/J Comprehensive Science 2  
2002080 – M/J Comprehensive Science 2 Advanced  
2002100 – M/J Comprehensive Science 3  
2002110 – M/J Comprehensive Science 3 Advanced

## Social Studies

2109010 – M/J World History  
2109020 – M/J World History Advanced  
2106010 – M/J Civics  
2106020 – M/J Civics Advanced  
2100010 – M/J United States History  
2100020 – M/J United States History Advanced

## World Languages

0708000 – M/J Spanish, Beginning  
0708010 – M/J Spanish, Intermediate  
0701000 – M/J French, Beginning  
0701010 – M/J French, Intermediate

## Electives

1508000 – FL-M/J Fitness Grade 6\*  
1508060 – FL-M/J Comprehensive Grades 6/7\*  
1508070 – FL-M/J Comprehensive Grades 7/8\*  
1700060 – M/J Career Research and Decision Making\*  
8000400 – Orientation to Career Clusters\*

## Career and elective courses by eDynamic Learning

### MIDDLE SCHOOL ELECTIVES

0102040 – M/J Creative Photography 1A\*  
0102040 – M/J Creative Photography 1B\*  
1301090 – M/J Exploring Music 1

# Course Offering – 9-12 Curriculum

## English Language Arts

1001310 – English 1  
1001315 – English 1 for Credit Recovery  
1001320 – English Honors 1  
1001340 – English 2  
1001345 – English 2 for Credit Recovery  
1001350 – English Honors 2  
1001370 – English 3  
1001375 – English 3 for Credit Recovery  
1001380 – English Honors 3  
1001400 – English 4  
1001402 – English 4 for Credit Recovery  
1001405 – English 4: Florida College Prep  
1001410 – English 4 Honors  
1009370 – Writing for College Success\*  
1000412 – Intensive Reading 1  
1009300 – Writing 1\*

## Mathematics

1200310 – Algebra 1  
1200315 – Algebra 1 for Credit Recovery  
1200320 – Algebra 1 Honors  
1200370 – Algebra 1-A  
1200375 – Algebra 1-A for Credit Recovery  
1200380 – Algebra 1-B  
1200385 – Algebra 1-B for Credit Recovery  
1200710 – Mathematics for College Algebra  
1206310 – Geometry  
1206315 – Geometry for Credit Recovery  
1206320 – Geometry Honors  
1200330 – Algebra 2  
1200340 – Algebra 2 Honors  
1202340 – Precalculus Honors  
1210305 – Mathematics for College Statistics  
1200384- Mathematics for Data and Financial Literacy EX

## Science

2000310 – Biology 1  
2000315 – Biology 1 for Credit Recovery  
2000320 – Biology 1 Honors  
2001310 – Earth/Space Science  
2001320 – Earth/Space Science Honors  
2001340 – Environmental Science  
2002400 – Integrated Science 1  
2002420 – Integrated Science 2  
2002440 – Integrated Science 3  
2003310 – Physical Science  
2003320 – Physical Science Honors  
2003340 – Chemistry 1  
2003345 – Chemistry 1 for Credit Recovery  
2003350 – Chemistry 1 Honors  
2003380 – Physics 1  
2003390 – Physics 1 Honors

## Social Studies

2100310 – United States History  
2100315 – United States History for Credit Recovery  
2100320 – United States History Honors  
2102310 – Economics\*  
2102320 – Economics Honors\*  
2102315 – Economics for Credit Recovery\*  
2102300 – Economics and Personal Finance  
2102305 – Economics and Personal Finance Honors  
2102306 – Economics and Personal Finance for Credit Recovery  
2103300 – World Cultural Geography  
2106310 – United States Government\*  
2106315 – United States Government for Credit Recovery\*  
2106320 – United States Government Honors\*  
2109310 – World History  
2109315 – World History for Credit Recovery  
2109320 – World History Honors

## World Languages

0708340 – Spanish 1  
0708350 – Spanish 2  
0708360 – Spanish 3 Honors  
0701320 – French 1  
0701330 – French 2  
0701340 – French 3 Honors

## General Electives

0100310 – Introduction to Art History\*  
0100320 – Art in World Cultures\*  
1700370 – Critical Thinking and Study Skills\*  
1700380 – Career Research and Decision Making (9–12)\*  
8207310 – Digital Information Technology  
1900300 – Driver Education/Traffic Safety – Classroom\*  
3026010 – HOPE Physical Education (Core)  
2102371 – Personal Finance and Money Management\*  
2102373 – Personal Finance and Money Management Honors\*  
2102375 – Personal Finance and Money Management for Credit Recovery\*  
1501300 – Personal Fitness\*  
2107300 – Psychology 1\*  
2109430 – Holocaust Education\*

## Advanced Placement®

1001420 – AP English Language & Composition  
1001430 – AP English Literature & Composition  
1202310 – AP Calculus AB  
2001380 – AP Environmental Science  
2100330 – AP United States History  
2103400 – AP Human Geography  
2107350 – AP Psychology  
2109420 – AP World History: Modern  
1210320 – AP Statistics  
2106420 – AP United States Government and Politics\*





# Course Offering – 9-12 Curriculum cont.

## Advanced Placement®

1001420 – AP English Language & Composition  
1001430 – AP English Literature & Composition  
1202310 – AP Calculus AB  
2001380 – AP Environmental Science  
2100330 – AP United States History  
2103400 – AP Human Geography  
2107350 – AP Psychology  
2109420 – AP World History: Modern  
1210320 – AP Statistics  
2106420 – AP United States Government and Politics\*

## General Electives

0100310 – Introduction to Art History\*  
0100320 – Art in World Cultures\*  
1700370 – Critical Thinking and Study Skills\*  
1700380 – Career Research and Decision Making (9–12)\*  
8207310 – Digital Information Technology  
1900300 – Driver Education/Traffic Safety – Classroom\*  
3026010 – HOPE Physical Education (Core)  
2102371 – Personal Finance and Money Management\*  
2102373 – Personal Finance and Money Management Honors\*  
2102375 – Personal Finance and Money Management for Credit Recovery\*  
1501300 – Personal Fitness\*  
2107300 – Psychology 1\*  
2109430 – Holocaust Education\*

## World Languages

0708340 – Spanish 1  
0708350 – Spanish 2  
0708360 – Spanish 3 Honors  
0701320 – French 1  
0701330 – French 2  
0701340 – French 3 Honors

## Career and elective courses by eDynamic Learning

### ENGLISH LANGUAGE ARTS

1009330 – Creative Writing 2\*  
1006300 – Journalism 1A\*  
1006300 – Journalism 1B\*  
1006375 – Social Media 1\*  
1007300 – Speech 1

### WORLD LANGUAGES

0717300 – American Sign Language 1A\*  
0717300 – American Sign Language 1B\*  
0717310 – American Sign Language 2A\*  
0717310 – American Sign Language 2B\*  
0717312 – American Sign Language 3 Honors A\*  
0717312 – American Sign Language 3 Honors B\*

### ELECTIVES – FLORIDA

2106350 – Law Studies\*  
9001330 – Cybersecurity Essentials A\*  
9001330 – Cybersecurity Essentials B\*  
8106810 – Agriscience Foundations  
2002500 – Marine Science 1A\*  
2002500 – Marine Science 1B\*  
1300340 – Music of the World\*  
2001350 – Astronomy Solar/Galactic  
8405110 – Early Childhood Education 1  
8500300 – Parenting Skills\*  
8500355 – Nutrition and Wellness\*  
8800510 – Culinary Arts 1A\*  
8800510 – Culinary Arts 1B\*  
1400300 – Peer Counseling 1\*



# A Model to Support Hernando Students in a Virtual World

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One platform that can support a variety of students in Hernando County. Recapturing students who have left the district for a home school approach, as well as servicing students in the district who want a virtual option.

## *Hernando FLEX*

# Hernando FLEX

Imagine Learning and Hernando partnership to create **Hernando FLEX**, a place to launch virtual instruction opportunities for students in Hernando County.





## ***Hernando FLEX - Enrollment Options***

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- Customized online enrollment site for students, parents & school staff
  - **District-specific approval process provides checks & balances**
  - **Students are auto-enrolled & auto e-mailed login information**
- Manual account creation & enrollment by school staff
- Imagine Learning assisted enrollment



# Hernando FLEX

Flex website will give the district the ability to streamline enrollment options and attract more students to the program.

**Choose One Of The Below Options That Best Describes You**

<b>Returning Student</b> I am a returning Duval Flex student and have an existing account. <a href="#">Login</a>	<b>New Student</b> I am a new Duval Flex student and need to create a new account. <a href="#">Enroll</a>
--	---

**Login Or Request Courses**

Login:

  
  
Password:  
  
[Enter](#)

Having Trouble? [Click Here](#)

[REQUEST COURSES - DCPS Students](#) [REQUEST COURSES - Home School Students](#)

**We're So Excited You Have Chosen To Enroll With Us!**  
GET STARTED BELOW, SO WE CAN GET YOU TO THE RIGHT ENROLLMENT SCREEN.  
Already Have An Account? If yes, [Sign In Here](#)

Please pick one of the following, that best describes your current student status:

<input type="radio"/> I attend a public school in Florida	<input type="radio"/> I attend a charter school in Florida
<input checked="" type="radio"/> I am a Home Education student	<input type="radio"/> I am a Private Pay Student
<input type="radio"/> I am currently registered as a home education student in Duval County	<input type="radio"/> I am currently registered as a home education student in another school district in Florida
<input type="radio"/> I am not currently registered as a home education student in any school district in Florida and would like more information on registering my student(s) for home education	

[Submit](#)

[imaginelearning.com](http://imaginelearning.com)



## VIRTUAL SCHOOL SERVICES AGREEMENT (FL)

This Agreement for services ("Agreement") made and entered into by and between Imagine Learning LLC (hereafter "**PROVIDER**" or "**Imagine Learning**") having principal offices at 100 S. Mill Avenue, Suite 1700, Tempe, AZ 85281; and the Hernando County School District (hereinafter "**CLIENT**"), having principal offices at 8050 Mobley Road, Brooksville, Florida 34601.

This Agreement supersedes and cancels any prior agreements and/or understandings between the parties concerning the subject matter. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set forth in this Agreement.

The parties by their authorized representatives have entered into this Agreement as of July 1st, 2025 (the "Effective Date").

CLIENT and PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan) and Attachment D (Standard Terms and Conditions).

This contract shall be effective upon the date upon which it is signed by both the CLIENT and the PROVIDER, whichever is later.

### TERM

This Agreement shall be effective on the Effective Date for a period of one (1) year and shall be terminable in accordance with the requirements herein, with the option of one-year renewal after written acceptance and approval from both parties.

Imagine Learning provides both state and nationally aligned courses and is also a state of Florida approved Virtual Instruction Provider ("**VIRTUAL INSTRUCTION PROVIDER**"). Through this VIRTUAL SCHOOL SERVICES AGREEMENT, Imagine Learning offers the CLIENT, the platform, support and flexibility to provide a wide selection of course offerings for students. This VIRTUAL SCHOOL SERVICES AGREEMENT is offered for use with both the CLIENT's teachers ("Partner Teachers") and/or the PROVIDER's teachers ("Edgenuity Teachers").

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement effective as of the Effective Date.

<b>CUSTOMER: HERNANDO COUNTY SCHOOL DISTRICT</b>	<b>IMAGINE LEARNING LLC</b>
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address: 8050 Mobley Road, Brooksville FL 34601	Address: 100 S. Mill Avenue, Ste. 1700, Tempe, AZ 85281



## ATTACHMENT A

### Description of Work

As more fully set forth in Attachment B, the PROVIDER is to assist in the operation of a K-12 virtual school that provides a free-to-students, 180-day, or more, online instructional program to eligible students during the 202\_-20\_\_ school year. The PROVIDER is to provide each school/district and its staff with the necessary platform, online courses, and support for successful operation of their virtual school. If, and when any instructional staff is provided by PROVIDER, for the delivery of online courses, instructional staff must be highly qualified as identified by ESSA standards and hold a valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The PROVIDER will ensure all employees and contracted personnel undergo background screening as required by F.S.1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to the CLIENT for verification of compliance according to the PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to PROVIDER. PROVIDER will provide information as requested by Client Liaison regarding monitoring. All curriculum and course content used will align to the Florida Standards. The PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in the Virtual Instruction Provider's Standard Terms and Conditions incorporated herein. As required in F.S.1002.45, a detailed curriculum plan (available online courses) is provided in Attachment C. The PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Using the data provided to PROVIDER by CLIENT, PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the education data is under the control of the PROVIDER, PROVIDER will use commercially reasonable security measures and controls as required by FERPA. Further roles of the Client shall include:

1. Manage the enrollment process, including communications with students and parents, regarding the enrollment process.
2. Notify, communicate, and/or provide, support services consistent with the legal requirements for students with special needs. These special needs could be seen in an IEP, including a 504, be an English Language Learner (ELL) or others as mutually identified.
3. Client (i) must keep its passwords secure and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Provider promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Client may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Client. Client is responsible for compliance by such Client authorized third parties with this Agreement.
4. Accept standard publications of the PROVIDER for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook





for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes).

5. Provide the PROVIDER with student data so the provider can meet Florida Department of Education reporting requirements to include gender, grade, ethnicity, ELL status, special education, FSA, ELA and math assessment results, EOC data, and graduation data or other data as requested.

6. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B.



## ATTACHMENT B

### PAYMENT TERMS and CONDITIONS

- I. PROVIDER shall provide the Curriculum and/or Instructional Services identified in the Payment Terms and Conditions pricing table (the "Deliverables").
- II. PROVIDER will commit its teachers to a student-teacher ratio which is one teacher per 50 students for grades K-5, one teacher per 65 students for grades 6 - 8 and one teacher per 200 students for grades 9 -12.
- III. The PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, PROVIDER's production of the Deliverable and the CLIENT'S use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision, the PROVIDER warrants that:
- a. As to each work of software or other "information technology" as identified in s. 282.0041(20), Florida Statutes, in which copyrights subsist, the PROVIDER has acquired the rights by conveyance or license to any third-party software or other information technology, which was used to produce the Deliverables.
  - b. As to each image and sound recording incorporated into a Deliverable, the PROVIDER has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audio-visual, work or sound recording from which the included image or sound was taken.
- IV. If there is a modification to the rules and regulations approved by the Florida Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.
- V. PROVIDER will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records.
- VI. PROVIDER has filed for or is the owner of various trademarks and logos. The CLIENT will be granted the use of such logos and trademarks in connection with its virtual school offering but use of such trademark and logos shall be used only in connection with those services provided under this contract.



**VII.** PROVIDER will maintain and keep in force Worker's Compensation, Liability and Property Damage Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the CLIENT, or of the public, which may arise from operations under this Agreement, whether such operations be by PROVIDER, or by any subcontractor or anyone directly or indirectly employed by PROVIDER.

**VIII.** In no event will the CLIENT or CLIENT's members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the PROVIDER, its officers, employees, or agents. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.

**IX. Method for Conflict Resolution** - Any dispute concerning performance of the contract shall be decided by the CLIENT's designated contract manger, who shall reduce the decision to writing and serve a copy to the PROVIDER. The decision shall be CLIENT's final decision unless within ten (10) days from the date of receipt, the PROVIDER files a petition with the CLIENT for administrative hearing pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the PROVIDER's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

**X.** After exhaustion of administrative remedies or for any claim not cognizable under Chapter 120, Florida Statutes, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state or federal court with jurisdiction over Okaloosa County, Florida; in any such action, Florida law shall apply, and the parties waive any right to jury trial.

**XI. TERMINATION** - This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; orb) if either Party materially breaches the contract, and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.

**XII. DEBT RESPONSIBILITY** - As required by Florida Statute, the Virtual Instruction Program is responsible for all debts for CLIENT's virtual instruction program that arise out of the VIRTUAL INSTRUCTION PROVIDER's performance of this contract if the contract is not renewed or is terminated. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.

**XIII.** PROVIDER is required to comply with all requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirement s adopted in rule by the Florida Board of Education.



**XIV. PUBLIC RECORD** - CLIENT agrees that all Imagine Learning Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat., and is therefore exempt from disclosure as public records under Chapter 119, Florida Statutes. CLIENT agrees to take all commercially- reasonable steps necessary to prevent unauthorized disclosure of Imagine Learning's Confidential Information and Confidential Materials, as defined below. Such steps shall include without limitation, CLIENT'S agreement to promptly notify Imagine Learning of any public records request that, if fulfilled, would result in disclosure of any of Imagine Learning's Confidential Information. CLIENT'S notification will occur before releasing such Confidential Information and in sufficient time to allow forum, or tribunal. Imagine Learning will be solely responsible for the legal defense and cost of asserting the exemption(s) in any proceeding in which the exemption(s) is contested. CLIENT agrees that Imagine Learning has taken all necessary measures to prevent disclosure to unauthorized persons of Imagine Learning's Confidential Information in CLIENT'S possession and that no further warning or labeling is necessary.

"Confidential Information " means any information relative to Imagine Learning, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the CLIENT as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the CLIENT; (iii) was independently developed by the CLIENT without the use of any of the Imagine Learning' s Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to Imagine Learning or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Imagine Learning's Confidential Information includes the contents of any Imagine Learning Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

**XV. JESSICA LUNSFORD ACT** - Imagine Learning and its employees are contractors as defined in Sections 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Imagine Learning and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Stat., in accordance with Section XVIII of this Agreement.

**XVI. SOVEREIGN IMMUNITY** - The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.

**XVII. EQUAL OPPORTUNITY** - Imagine Learning shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. CLIENT acknowledges that CLIENT and not Imagine Learning decide which students are allowed use of Imagine Learning's Licensed Content.



**XVIII. FLORIDA ETHICS LAWS** - Imagine Learning will comply with all applicable provisions contained in Chapter 112, F.S. None of CLIENT'S employees or board members has a material interest (as defined in Section 11 2.312(15), Fla. Stat.) in Imagine Learning.

**XIX. SALES TAX EXEMPTION** - Except to the extent CLIENT provides Imagine Learning with a valid Form DR-14, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Imagine Learning will invoice CLIENT for and CLIENT agrees to promptly pay any sales tax levied by the State of Florida in connection with this Agreement.

**XX. FIREARMS** - Imagine Learning's employees will not bring a firearm or prohibited weapon onto CLIENT'S property.

**XXI. AUDIT** - Client may audit Imagine Learning under this Agreement for compliance matters upon reasonable written notice to Imagine Learning. Any such audit will be conducted under normal business hours and days of operation.

**XXII. PUBLIC AGENCY CONTRACTS** - To the extent that Imagine Learning meets the definition of "contractor" under Section 119.0701 under Florida Statutes, in addition to other contract requirements provided by law, Imagine Learning must comply with public record laws, including the following provisions of Section 119 .0701. Florida Statutes:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Imagine Learning or keep and maintain public records required by the School Board to perform the service. If Imagine Learning transfers all public records to the School Board upon completion of the contract. Imagine Learning shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Imagine Learning keeps and maintains public records upon completion of the contract. Imagine Learning 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.



e. IF IMAGINE LEARNING HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTACT FOR THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS:

<b>NAME:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	
<b>ADDRESS:</b>	

f. Imagine Learning acknowledges that the School Board cannot and will not provide legal advice or business advice to Imagine Learning with respect to its obligations pursuant to this section related to public records. Imagine Learning further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice and that it has been advised to seek professional advice regarding public records matters addressed by this agreement. Imagine Learning acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.





**ATTACHMENT B (CONT.)  
PAYMENT TERMS and CONDITIONS**

<b>REPORTING</b>		
<b>Implementation</b>	<b>School of Enrollment</b>	<b>Teacher of Record School of Instruction</b>
<b>Partner (aka Franchise)</b>	District Public, Charter School, or District Virtual School	District Virtual School
<b>Flex (aka Part-Time)</b>	District Public, Charter School, or District Virtual School	Imagine Learning
<b>Full-Time</b>	7001 (District Student)	7001
	N998 (Home School Student)	

<b>PRICING</b>		
<b>PARTNER</b>		
<b>Item</b>	<b>Description</b>	<b>Course Fee</b>
K-5*	Semester course and hosting	\$85
6-12 (Tier 1)	Semester course and hosting	\$45
6-12 (Tier II)	Semester course and hosting (Third Party Courses)	\$85

<b>PRICING</b>		
<b>FLEX</b>		
<b>Item</b>	<b>Description</b>	<b>Cost</b>
Elementary*	Semester course, hosting and instruction	\$275
Middle School	Semester course, hosting and instruction	\$260
High School	Semester course, hosting and instruction	\$260
High School (AP)*	Semester course, hosting and instruction (Advanced Placement)	\$325

\*Semester workbooks may be ordered for \$25 each per subject, per semester course.

\*\*AP books will be sent to the student after they reach the required completion threshold. When available, books are sent in digital format.

\*\*\*Instructional Services Professional Development quoted and sold separately.

**Grace Period: K-5 = 14 Days, 6-12 = 28 Days**

Partner enrollments marked “Drop-Grace” within the grace period will not be charged. Partner enrollments past the grace period will be charged in full. Enrollments with Imagine Learning Instructional Services marked “Drop-Grace” within the grace period will not be charged. Enrollments with Imagine Learning Instructional Services after the grace period (other than “successfully completed” enrollments) shall be charged the course fee.

**Billing Roster and Invoice**

Imagine Learning will send the billing roster to district administrators twice each year, typically coinciding with the end of each semester. These billing rosters will reflect charges for both successful completions and any course fees. The district administration has seven (7) days after receiving the billing roster for any edit request or to approve the billing roster.



Imagine Learning will send three invoices each school year for students enrolled in the Full-Time school.

Initial billing is for each student's associated CMO (Course, Materials, Onboarding) fee. Subsequent invoices are for any successfully completed enrollments. These invoices try and capture these enrollments for the Fall and Spring semesters.



The following courses are courses that the State of Florida has approved for Imagine Learning to teach with our teachers. Other courses may be taught with local teachers and can be found by visiting the Imagine Learning website. Both lists are subject to change from time to time.

<b>ENGLISH LANGUAGE ARTS (6-12)</b>
1000010 – M/J Intensive Reading 1
1001010 – M/J Language Arts 1
1001020 – M/J Language Arts 1 Advanced
1001040 – M/J Language Arts 2
1001050 – M/J Language Arts 2 Advanced
1001070 – M/J Language Arts 3
1001080 – M/J Language Arts 3 Advanced
1001310 – English 1
1001315 – English 1 for Credit Recovery
1001320 – English Honors 1
1001340 – English 2
1001345 – English 2 for Credit Recovery
1001350 – English Honors 2
1001370 – English 3
1001375 – English 3 for Credit Recovery
1001380 – English Honors 3
1001400 – English 4
1001402 – English 4 for Credit Recovery
1001405 – English 4: Florida College Prep
1001410 – English 4 Honors
<i>1005340 - Classical Literature *</i>
1001420 – AP English Language & Composition
1001430 – AP English Literature & Composition

*Italicized Courses are Tier II Courses*

\*Indicates semester courses

Courses with no \* are available for semester A and B



## ATTACHMENT C

## CURRICULUM PLAN (cont.)

<b>Math (6-12)</b>
1205010 – M/J Grade 6 Mathematics
1205020 – M/J Accelerated Mathematics Grade 6
1205040 – M/J Grade 7 Mathematics
1205050 – M/J Accelerated Mathematics Grade 7
1205070 – M/J Grade 8 Pre-Algebra
1204000 – M/J Foundational Skills in Mathematics 6–8
1200310 – Algebra 1
1200315 – Algebra 1 for Credit Recovery
1200320 – Algebra 1 Honors
1200380 – Algebra 1-B
1200385 – Algebra 1-B for Credit Recovery
1206310 – Geometry
1206315 – Geometry for Credit Recovery
1206320 – Geometry Honors
1200370 – Algebra 1-A
1200375 – Algebra 1-A for Credit Recovery
1200384 - Mathematics for Data Entry and Financial Literacy <b>Edge Ex</b>
1200710 – Mathematics for College Algebra
1200330 – Algebra 2
1200340 – Algebra 2 Honors
1202340 – Precalculus Honors
1210300 – Probability & Statistics Honors
1210305 – Mathematics for College Statistics
1202310 – AP Calculus AB
1210320 – AP Statistics

*Italicized Courses are Tier II Courses*

\*Indicates semester courses

Courses with no \* are available for semester A and B

**EDGE EX** is available in Edge Ex only



**ATTACHMENT C  
CURRICULUM PLAN (cont.)**

<b>Science (6-12)</b>
2000010 – M/J Life Science
2001010 – M/J Earth/Space Science
2003010 – M/J Physical Science
2002040 – M/J Comprehensive Science 1
2002050 – M/J Comprehensive Science 1 Advanced
2002070 – M/J Comprehensive Science 2
2002080 – M/J Comprehensive Science 2 Advanced
2002100 – M/J Comprehensive Science 3
2002110 – M/J Comprehensive Science 3 Advanced
2000310 – Biology 1
2000315 – Biology 1 for Credit Recovery
2000320 – Biology 1 Honors
2001310 – Earth/Space Science
2001320 – Earth/Space Science Honors
2001340 – Environmental Science
2002400 – Integrated Science 1
2002420 – Integrated Science 2
2002440 – Integrated Science 3
2003310 – Physical Science
2003320 – Physical Science Honors
2003340 – Chemistry 1
2003345 – Chemistry 1 for Credit Recovery
2003350 – Chemistry 1 Honors
2003380 – Physics 1
2003390 – Physics 1 Honors
<i>2002500 - Marine Science 1</i>
2001380 – AP Environmental Science
8106810 - Agriscience Foundations- I

*Italicized Courses are Tier II Courses*

\*Indicates semester courses

Courses with no \* are available for semester A and B



**ATTACHMENT C  
CURRICULUM PLAN (cont.)**

<b>Social Studies (6-12)</b>
2109010 – M/J World History
2109020 – M/J World History Advanced
2106010 – M/J Civics
2106020 – M/J Civics Advanced
2100010 – M/J United States History
2100020 – M/J United States History Advanced
2106310 – United States Government*
2106315 – United States Government for Credit Recovery*
2106320 – United States Government Honors*
2106420 – AP United States Government and Politics*
2100310 – United States History
2100315 – United States History for Credit Recovery
2100320 – United States History Honors
2100330 – AP United States History
2102310 – Economics*
2102320 – Economics Honors*
2102315 – Economics for Credit Recovery*
2102300 – Economics with Personal Finance
2102305 – Economics with Personal Finance (Honors)
2102306 – Economics and Personal Finance for Credit Recovery
2109310 – World History
2109315 – World History for Credit Recovery
2109320 – World History Honors
2109420 – AP World History: Modern

*Italicized Courses are Tier II Courses*

\*Indicates semester courses

Courses with no \* are available for semester A and B





**ATTACHMENT C  
CURRICULUM PLAN (cont.)**

<b>World Languages (6-12)</b>
0708000 – M/J Spanish, Beginning
0708010 – M/J Spanish, Intermediate
0702320 - German 1
0702330 - German 2
0706300 - Latin 1
0706310 - Latin 2
0708340 – Spanish 1
0708350 – Spanish 2
0708360 – Spanish 3 Honors
0701320 – French 1
0701330 – French 2
<i>0717300 – American Sign Language 1</i>
<i>0717310 – American Sign Language 2</i>
<i>0717312 – American Sign Language 3 Honors</i>

*Italicized Courses are Tier II Courses*

\*Indicates semester courses

Courses with no \* are available for semester A and B



**ATTACHMENT C  
CURRICULUM PLAN (cont.)**

<b>OTHER 6-8 COURSES</b>
<b>Physical Education</b>
1508000 – M/J Fitness – Grade 6*
1508060 – M/J Comprehensive Physical Education Grade 6/7*
1508070 – M/J Comprehensive Physical Education Grade 7/8*
<b>Computer Science</b>
<i>0200020 - M/J Computer Science Discoveries 2</i>
9009200 - Coding Fundamentals
<b>Career &amp; Technical</b>
8000400 – Orientation to Career Clusters*
8400310 - Exploration of Health Science Professions ( <b>COMING SOON</b> )
8600070 - Exploration of Robotics Technology*
<b>Electives</b>
1700060 – M/J Career Research and Decision Making*
<i>0102040 - M/J Creative Photography 1</i>
<i>1301090 – M/J Exploring Music 1</i>

*Italicized Courses are Tier II Courses*

\*Indicates semester courses

Courses with no \* are available for semester A and B



**ATTACHMENT C  
CURRICULUM PLAN (cont.)**

<b>OTHER 9-12 COURSES</b>
<b>PERSONAL FINANCIAL LITERACY</b>
2102371 - Personal Finance and Money Management*
2102375 - Personal Finance and Money Management for Credit Recovery*
2102373 - Personal Finance and Money Management (Honors)*
8500120 - Personal Financial Literacy*
<b>FINE OR PERFORMING ARTS</b>
<i>0108310 – Creative Photography 1</i>
0100310 – Introduction to Art History*
0100320 – Art in World Cultures*
<i>1300340 - Music of the World</i>
<b>PHYSICAL EDUCATION</b>
1501300 – Personal Fitness*
1501310 – Fitness Lifestyle Design*
3026010 – HOPE - Physical Education (Core)
<b>COMPUTER SCIENCE</b>
<i>9001330 - Cybersecurity Essentials</i>
<b>CAREER &amp; TECHNICAL</b>
8207310 – Digital Information Technology
8417110 – Health Science Foundations
<i>8500300 – Parenting Skills*</i>
<i>8500355 – Nutrition and Wellness*</i>
8502000 - Life Management Skills*
<i>8800510 – Culinary Arts 1</i>
8200301 - Crime Scene Technology 1

*Italicized Courses are Tier II Courses*



\*Indicates semester courses

Courses with no \* are available for semester A and B

**ATTACHMENT C  
CURRICULUM PLAN (cont.)**

<b>OTHER 9-12 COURSES</b>
<b>ADVANCED PLACEMENT ELECTIVES</b>
2103400 – AP Human Geography
2107350 – AP Psychology
<b>GENERAL ELECTIVES</b>
1900300 – Driver Education/Traffic Safety - Classroom*
0800300 – Health 1: Life Management Skills*
<i>1006300 – Journalism 1</i>
<i>1006375 – Social Media 1 *</i>
<i>1400300 - Peer Counseling 1 *</i>
1700370 – Critical Thinking and Study Skills*
1700380 – Career Research and Decision Making (9–12)*
1000412 – Intensive Reading 1
1009370 – Writing for College Success*
1200400 – Foundational Skills in Mathematics 9–12
<i>2106350 – Law Studies *</i>
<i>2107300 – Psychology 1 *</i>
<i>2107310 – Psychology 2 *</i>
<i>2108300 – Sociology*</i>
2103300 – World Cultural Geography

*Italicized Courses are Tier II Courses*

\*Indicates semester courses

Courses with no \* are available for semester A and B



**ATTACHMENT C  
CURRICULUM PLAN (cont.)**

**ELEMENTARY (K-5)**

<b>Grade</b>	<b>Language Arts</b>	<b>Science</b>	<b>Mathematics</b>	<b>Social Studies</b>
<b>K</b>	5010041	5020010	5012020	5021020
<b>1</b>	5010042	5020020	5012030	5021030
<b>2</b>	5010043	5020030	5012040	5021040
<b>3</b>	5010044	5020040	5012050	5021050
<b>4</b>	5010045	5020050	5012060	5021060
<b>5</b>	5010046	5020060	5012070	5021070

<b>Grade</b>	<b>Health</b>	<b>Physical Education</b>	<b>Art</b>
<b>K</b>	5008020	5015020	Arts & Crafts, K-2
<b>1</b>	5008030	5015030	Art Level 1
<b>2</b>	5008040	5015040	Art Level 2
<b>3</b>	5008050	5015050	Art Level 3
<b>4</b>	5008060	5015060	Art Level 4
<b>5</b>	5008070	5015070	

<b>Other K-5 Courses</b>
Music Recorder Level 1



## Virtual Services Agreement

Keyboarding
Scratch Coding





**ATTACHMENT D**

**Terms and Conditions of Company Services**

100 S. Mill Ave  
Suite 1700  
Tempe, AZ 85281  
877-725-4257

Hernando County School District  
8050 Mobley Road  
Brooksville FL 34601  
United States

Date	7/7/2025
Quote No.	Q-165689
Acct. No.	12217207
Total	4,250.00
Pricing Expires	01/03/2026

Payment Term	Contract Start	Contract End
Net 30	8/1/2025	7/31/2026

Site	Description	End Date	Qty	Rate
Hernando County School District				
	FL VIP IS Teaching Elem per Semester (18 week) (28 day drop/add grace period)	07/31/2026	1	275.00
	FL VIP IS Elementary Course Workbook (non-refundable, one semester)	07/31/2026	1	25.00
	FL VIP IS K-5 CMO Enrollment Fee	07/31/2026	1	85.00
	FL VIP IS Teaching per Sem Course (18 week) (28 day drop/add grace period)	07/31/2026	1	260.00
	FL VIP IS Teaching per Sem AP Course (18 week) (28 day drop/add grace period)	07/31/2026	1	325.00
	FL VIP IS 6-12 (Tier 1) CMO per Enrollment Fee	07/31/2026	1	45.00
	FL VIP IS 6-12 (Tier 2) CMO per Enrollment Fee	07/31/2026	1	85.00
	FL VIP Digital Libraries Per Enrollment - Tier 1 (14 day drop/add grace period)	07/31/2026	1	35.00
	FL VIP Genius Portal Usage	07/31/2026	1	10.00
	FL VIP Digital Libraries Per Enrollment - Tier 2 (14 day drop/add grace period)	07/31/2026	1	75.00
	FL VIP Genius Portal Usage	07/31/2026	1	10.00
	PL - Onsite Day	07/31/2026	1	3,500.00
	PL - CW/Supp/SS Virtual Session	07/31/2026	1	750.00

<b>Subtotal</b>	4,250.00
<b>Tax Total</b>	0.00
<b>Total</b>	4,250.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning's Terms and Conditions, which are available at [www.imaginelearning.com/terms-and-conditions](http://www.imaginelearning.com/terms-and-conditions). Any purchase order or form pur- must be submitted in accordance with the Terms and Conditions permitted under applicable law and may not be shared with third parties without Imagine Learning's written consent.

**Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum.**  
<http://www.hernandoschools.org/departments/purchasing/vendor-information>

("Terms and Conditions"). These Terms and Conditions are available at [www.imaginelearning.com/terms-and-conditions](http://www.imaginelearning.com/terms-and-conditions) and are incorporated by this reference. By signing this quote or by submitting a purchase order, you agree to the Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted by law, the Terms and Conditions may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper and supplies used in our science and math kits are sourced from suppliers that may become subject to tariffs. While we reserve the right to pass on any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

**Hernando County School**

**District**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Imagine Learning Representative**

Matthew Davenport  
Account Executive -  
[matthew.davenport@imaginelearning.com](mailto:matthew.davenport@imaginelearning.com)  
[imaginelearning.com](http://imaginelearning.com)

Thank you for your business.

**STANDARD ADDENDUM TO AGREEMENTS WITH  
THE HERNANDO COUNTY SCHOOL BOARD**

**WHEREAS**, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

**WHEREAS**, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

**WHEREAS**, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

**WHEREAS**, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in section 768.28(5), Florida Statutes. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28 (9), Florida Statutes. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to section 768.28, Florida Statutes. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), 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.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to section 448.095, Florida Statutes, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with section 448.095, Florida Statutes, and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.



17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, [Ellerman\\_a@hcsb.k12.fl.us](mailto: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:** Imagine Learning LLC

  
Printed Name: Leslie Curtis  
Title: EVP, Chief Administrative Officer  
Date: 05/05/2025

Approved as to Content & Form  
Caroline Mocker, Esq.  
Staff Counsel, HCSD  
8:55 am, 04/24/2025

## State of Florida

## Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Imagine Learning LLC

Vendor FEIN: 45-1565841

Vendor's Authorized Representative Name and Title: Leslie Curtis EVP, Chief Administrative Officer

Address: 100 S. Mill Ave. #1700

City: Tempe State: AZ ZIP: 85281

Phone Number: 877-725-4257

Email Address: bids@imaginelearning.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:  Signed by:   
 DBB1A55741084F4

AUTHORIZED SIGNATURE

Print Name and Title: Leslie Curtis EVP, Chief Administrative Officer

Date: 05/05/2025

Approved as to Content & Form  
Caroline Mockler, Esq.  
Staff Counsel, HCSD  
9:49 am, 07/16/2025

## 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: **Leslie Curtis**

Title: **EVP, Chief Administrative Officer**

Signature:

Signed by:  
*Leslie Curtis*  
D9B1A55741094F4...

Date: **05/05/2025**

Approved as to Content & Form  
Caroline Mockler, Esq.  
Staff Counsel, HCSD  
9:51 am, 07/16/2025

**A. Item Currently Budgeted -**

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

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

**B. Item Currently Not Budgeted -\*\***

Funding Source	To be included in the 2025-2026 Fiscal Year Budget					
Account Name	Basic Ed    Technology Rentals    Academic Svcs    Instructions Materials					
Account Number	1100E	5100	3690	9410	50400	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	4,250.00					

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☒

Prior Year Approved Budget: \$ \_\_\_\_\_

Prior Year Actual Spent: \$ \_\_\_\_\_

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



# Hernando School District

## School Board Workshop

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**Agenda Item # 5. 26-3247**

9/9/2025

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**Title and Board Action Requested**

Review and tentative approval of the Interlocal Agreement among the School Board of Hernando County, Hernando County, and the City of Brooksville for the Mutual Use of Facilities

**Executive Summary**

The Assistant Superintendent of Business Services and Operations, on behalf of the Superintendent of Schools, hereby requests the Board review and tentatively approve the Mutual Use of Facilities between the School Board of Hernando County, Hernando County, and the City of Brooksville as presented at the March 14, 2024, Interlocal Meeting.

**My Contact**

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

Caroline Mockler  
Staff Counsel  
Mockler\_C@hcsb.k2.fl.us  
352-797-7000 ext. 70225

**2023-28 Strategic Focus Area**

Priority 4: Community Connection

**Financial Impact**

See attached budget sheet.

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



**INTERLOCAL AGREEMENT AMONG  
THE SCHOOL BOARD OF HERNANDO COUNTY,  
HERNANDO COUNTY, AND THE CITY OF BROOKSVILLE  
FOR THE MUTUAL USE OF FACILITIES**

THIS INTERLOCAL AGREEMENT is made and entered into on the \_\_\_\_ day of \_\_\_\_\_ 2024, by and among the School Board of Hernando County, whose address is 919 N. Broad Street, Brooksville, FL 34601 (the "District"), Hernando County, a political subdivision of the State of Florida, through its elected Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (the "County"), and the City of Brooksville, a Florida municipal corporation, whose address is 201 Howell Avenue, Brooksville, FL 34601, (the "City") (collectively the District, the County and the City are referred to herein as "Parties") for the mutual use of each other's facilities as provided for herein, and the parties state:

**RECITALS:**

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Fla. Stat. § 163.01, permits local governmental units to make the most efficient use of their respective powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic,

economic, population, and other factors influencing the needs and development of local communities; and,

**WHEREAS**, the Parties each own and operate various facilities in Hernando County, such as gymnasiums, playgrounds, cafeterias, auditoriums, athletic fields, and recreational areas for the benefit of the general public; and,

**WHEREAS**, the Parties each recognize the need, on occasion, for the Parties to utilize the facilities of the another of the Parties and thereby prevent unwarranted duplication of certain type of facilities.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements hereinafter set forth and contained, the Parties agree as follows:

**1. Incorporation of Recitals**

The Parties incorporate the foregoing as if fully set forth herein.

**2. Definitions**

In this Agreement, the following terms are defined as follows:

"Business Day" means a day other than Saturday, Sunday, or a statutory holiday in Florida;

"City Manager" means the City Manager employed by the City.

"City Facilities" means those facilities owned and operated by the City and which the City makes available to the County and/or the District under this Agreement.

"City Equipment" means the equipment the City typically makes available for use in City Facilities.

"City Persons" means all persons involved in City Programs using District or County Facilities (including, without limitation, participants in said programs, instructors, and supervisors); any family members or friends of persons involved in City Programs using District or County Facilities who attend said District or County Facilities in connection with such City Programs; and, all other persons for whom the City is otherwise at law responsible.

"City Program" means a program operated by the City.

"County Administrator" means the County Administrator employed by the Hernando County District of County Commissioners.

"County Facilities" means those facilities owned and operated by the County and which the County makes available to the District and/or the City under this Agreement.

"County Equipment" means the equipment the County typically makes available for use in County Facilities.

"County Persons" means all persons involved in County Programs using District and/or City Facilities (including, without limitation, participants in said programs, instructors and supervisors); any family members or friends of persons

involved in County Programs using District and/or City Facilities who attend said District and/or City Facilities in connection with such County Programs; and, all other persons for whom the County is otherwise at law responsible.

"County Program" means a program operated by the County.

"District Equipment" means the recreation equipment the District typically makes available when allowing community use of its facilities.

"District Facilities" means those facilities owned by the District, located within the geographic limits of the Hernando County and which the District makes available to the County and/or the City under this Agreement.

"District Persons" means all persons involved in District Programs using County and/or City Facilities (including, without limitation, students of the District, as well as teachers and advisors); any family members or friends of persons involved in District Programs using County and/or City Facilities who attend said County and/or City Facilities in connection with such District Programs; and, all other persons for whom the District is otherwise at law responsible.

"District Program" means a program organized and operated by the District.

"Facilities" means any place, structure, area, classroom, gymnasium, playground, park, cafeteria, auditorium, athletic field, or recreational area, whether or not it is used primarily for other purposes.

"Initial Term" has the meaning given to it in section 3.

"Owner-Party" means the party that owns or operates a facility that is subject to another Party's use pursuant to this Agreement.

"Program" shall mean either:

(a) An instructional, informational, social, or community program which is initiated, organized, managed, scheduled, and supervised by a Party to this Agreement; or,

(b) A comparable community-run program that is sponsored and overseen by a party to this Agreement.

"Renewal Term" has the meaning given to it in section 3.

"Superintendent" means the Hernando County Schools Superintendent employed by the School Board of Hernando County.

"Term" means either the Initial Term or a Renewal Term, as the context requires.

"Using-Party" means the Party that intends to utilize a facility that is owned by another Party pursuant to this Agreement.

### **3. Exclusion of Recreational or Athletic User from Scope of Agreement**

The mutual use of facilities and equipment contemplated by this Agreement shall not include recreational or athletic uses.

#### **4. Term of Agreement; Renewal**

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

#### **5. Scheduling**

Each Party will make its facilities and equipment available for use by the other Party on a first priority basis after the scheduling requirements for its own programs have been met.

The Superintendent, the County Administrator, and the City Manager, or their respective designees, shall meet during August of each year to establish a master schedule for the joint use of the Parties' facilities and equipment for the following school year. The Parties shall jointly maintain the resulting schedule.



The County or City shall submit a written request to use a District Facility, and obtain the District's advance, written permission for such use, pursuant to the procedures established in Hernando County School District Policy Manual § 7510, a copy of which is attached hereto as Exhibit "A," as it may be amended from time-to-time. The County or City shall submit a written request to use District Equipment, and obtain the District's advance, written permission for such use, pursuant to the procedures established in Hernando County School District Policy Manual § 7530, a copy of which is attached hereto as Exhibit "B," as it may be amended from time-to-time.

The District or City shall submit a written request to use a County Facility or County Equipment, and obtain the County's advance, written permission for such use, pursuant to the procedures established in Hernando County District of County Commissioners Policy #05-03, a copy of which is attached hereto as Exhibit "C," as it may be amended from time-to-time.

The County or District shall submit a written request to use a City Facility or City Equipment, and obtain the City's advance, written permission for such use, pursuant to any procedures in place at the time, which may be amended from time-to-time.

The Parties acknowledge, understand and agree that in the event that (i) a facility is the subject of or affected by any labor dispute or disturbance; (ii) a Party needs to effect repairs and/or upgrades to one of its facilities; (iii) a Party is unable to provide a custodian or suitable staff person for the particular facility where it would typically require a custodian or suitable staff person to be present at such facility; (iv) a facility is closed as a result of weather conditions, epidemics or other acts of God; (v) there has been a power outage or other utility failure affecting a facility; or (vi) a specific or general emergency has occurred, the owner (the "Affected Party") of such facility may not be able to make that facility available to the other Party and may have to cancel already scheduled programs. In such circumstances, the Affected Party shall have no liability or other obligation to the other Party as a result of such circumstances. Each Party shall monitor the others' websites, on a regular basis, for purposes of determining whether any facilities might not be accessible as a result of the circumstances contemplated above; however, the Affected Party shall use reasonable efforts to advise the other Party at the earliest reasonable opportunity of the occurrence or circumstances in question. In addition, and if feasible, the Affected Party shall use reasonable efforts to make available one (or more, as the case maybe), of its reasonably similar facilities for such time(s) and date(s) as are reasonable in the circumstances. To the extent the Party denied

access is not provided with an alternative facility or arrangement, it shall be treated as not having booked or used the effected facilities. The Parties recognize that prolonged issues might give rise to the need to reconsider certain issues on a renewal of this Agreement.

Whenever any action, consent, approval, or agreement is required of any Party within the terms of this Agreement, the County Administrator, or his or her designee, may act on behalf of the County, the Superintendent, or his or her designee, may act on behalf of the District, and the City Manager, or his or her designee may action on behalf of the City.

Disagreements or conflicts regarding facility usage shall be negotiated in a professional, timely, and fair manner by the Superintendent, the County Administrator, and/or the City Manager, or their respective designees, as applicable.

To the extent possible, each Party shall insure that appropriate means of access will be provided as applicable to ensure access for special needs such as, but not limited to, persons with disabilities, vehicular access for special maintenance, and restrooms as funds, guidelines, and policies permit.

## 6. Costs

Except as provided herein, each Party agrees to permit the other to use its facilities and equipment without charge.

Each Party agrees to provide utilities to its respective facilities at its own expense, including air conditioning, and where possible, lighting for both interior and exterior areas, as well as all competition areas, and water for all needs such as restroom use, grounds, and public consumption.

When additional staff is required or if a request for use falls outside of a facility's regular hours of operation, the Owner-Party may assess the Using-Party for the actual cost of providing the additional staffing. Each Party, however, agrees to adjust its employee's schedules, to the extent possible, to avoid or reduce such additional staffing costs. Notwithstanding the foregoing, each Party agrees not to charge the other staff time for employees who, as part of their regular duties, happen to be present at a facility while it is being used by the other Party.

#### **7. Mutual Obligations of the Parties**

In connection with each Party's use of the other's facilities as contemplated by this Agreement, it is agreed by the Parties as follows:

(a) Each Using-Party shall use reasonable efforts to ensure that the Owner-Party's Facilities are vacated before the time they are scheduled for use in connection with the Owner-Party's Programs.

(b) Each Owner-Party shall ensure that the Owner-Party's Equipment is in good condition and equivalent to the quality of equipment that is provided by it for other community use programs.

(c) Each Party shall maintain its facilities to that Party's current operational standards.

(d) The District shall be responsible for the care and supervision of all District Persons.

(e) The County shall be responsible for the care and supervision of all County Persons.

(f) The City shall be responsible for the care and supervision of all City Persons.

(g) If an Owner-Party's Facility or its contents, appurtenances or equipment are damaged by an act, omission, or negligence by any Using-Party Person (other than "wear and tear"), the Using-Party shall pay to the Owner-Party such reasonable amount as may be required to restore, with materials of like kind and quality, damaged property to its pre-damage condition.

(h) Each Party shall promulgate a set of written guidelines governing the use of its facilities. At the discretion of a Party, the guidelines may either be

specific to a particular facility or applicable to all of the Parties' facilities generally. Each Party shall be held strictly accountable for enforcing the guidelines during the course of the Using-Party's Program to ensure the safety and well-being of all participants therein. A Party's failure to comply with this provision may result in the denial of future requests to use the applicable facility.

**8. Specific Obligations and Requirements Regarding District Facilities**

In connection with the County's and/or City's use of the District Facilities, it is agreed as follows:

(a) The Using-Party shall ensure that: (i) its programs do not infringe upon the time scheduled by any other group or program in any District Facility; and, (ii) it vacates the District Facility at the end of the time scheduled for the respective Using-Party Program. The Using-Party acknowledges and understands that the time scheduled for use of any District Facility is to include the time necessary to assemble, disassemble and put away anything used for the respective Using-Party's Program.

(b) The Using-Party shall ensure that the maximum number of persons using a District Facility for purposes of a Using-Party's Program shall not exceed the approved capacity of that District Facility.



(c) The Using-Party shall ensure that, for each Using-Party Program within or on a District Facility, it shall have one or more designated individuals on site who shall have the following responsibilities: (i) arrive at the District Facility in advance of the start time scheduled for the Using-Party Program; (ii) inform the participants of emergency evacuation procedures and exit locations, as applicable; (iii) ensure the safety of Using-Party Persons attending the Using-Party Program; (iv) liaise with the District staff on site; (v) ensure that no Using-Party Persons obstruct any corridors, stairwells or exits in a District Facility; (vi) ensure that a Using-Party Persons leave the District Facilities no later than the end of the time period scheduled with the District for the respective Using-Party Program; (vii) ensure that the District Facility in question is left in an "as found" condition; (viii) not leave the District Facility until all other Using-Party Persons have left; and (ix) immediately report any readily apparent unsafe conditions to the District's custodian on site.

(d) The Using-Party shall be responsible for ensuring that law and order is preserved in connection with all Using-Party Programs insofar as Using-Party Persons are concerned. The Using-Party shall be responsible for ensuring that all Using-Party Programs conducted in or on any District Facility are conducted in accordance with all applicable laws, regulations, guidelines, orders,

and rules.

(e) The Using-Party shall ensure that no Using-Party Person smokes anywhere on any District property while attending a Using-Party Program.

(f) The Using-Party shall ensure that no Using-Party Person consumes or has open alcohol anywhere on any District property while attending a Using-Party Program.

(g) The Using-Party shall ensure that no District Facility is changed or altered by any Using-Party Person (other than the lining of fields using typical materials and protocols, which is permitted). Without limiting the foregoing, the Using-Party shall be responsible for ensuring that no powder, tape, wax, or any other preparation is applied to the floors, walls, ceilings, or grounds comprising part of a District Facility, except as may be specifically permitted by the District. The Using-Party shall be responsible for ensuring that all Using-Party Persons who are using a District gymnasium wear clean, non-marking footwear.

(h) Except where expressly permitted by the District's written guidelines for facility use, no food or beverages (other than water in a sealable container) are permitted in any District Facilities.

(i) The sale of goods, food or beverages by Using-Party Persons on District property is prohibited.

(j) The District has the right reserved to it to maintain and control its facilities in the manner it determines, despite any arrangements contemplated under this Agreement for purposes related to health, safety, and general good stewardship. In this regard, the Using-Party shall ensure that the reasonable instructions of any custodian at a District Facility to a Using-Party Person are carried out.

(k) To the extent that a District Facility is not otherwise normally open for access to the public at the time scheduled for a Using-Party Program, doors must not be propped open.

(l) The Using-Party acknowledges that certain components of the District Facilities contain or may be located within buildings that contain asbestos and/or asbestos containing materials and the Using-Party accepts its use of said facilities subject to this caveat.

(m) The Using-Party shall ensure that Using-Party Persons attending District Facilities for purposes of Using-Party Programs park only in designated parking areas.

(n) The Using-Party shall ensure that no Using-Party Person uses

any open flame, pyrotechnics, or fog machines on or in any District Facility.

(o) No Using-Party Person shall provide goods or services with respect to the playing of, or otherwise conduct, a lottery, scheme, draw or game of chance on or in any District Facility.

(p) The Using-Party shall ensure that all refuse produced by Using-Party Persons within District Facilities are placed in the appropriate designated receptacles.

(q) The Using-Party acknowledges that the District shall not be liable for any damage to or loss of any property belonging to the Using-Party or Using-Party Persons in connection with the use of any District Facility.

(r) No spitting is permitted within any indoor District Facility.

(s) The Using-Party shall ensure that there is no posting or displaying of offensive material by a Using-Party Person at any District Facility.

(t) The Using-Party agrees that, in the event the District reasonably requests it for purposes of the District's complying with applicable laws and regulations, the Using-Party shall provide the District with criminal background checks for any person involved in the supervision of any Using-Party Program at a District Facility.

9. **Specific Obligations and Requirements Regarding County Facilities**

In connection with the Using-Party's use of the County Facilities, it is agreed as follows:

(a) The Using-Party shall ensure that: (i) its programs do not infringe upon the time scheduled by any other group or program for the County Facility; and (ii) it vacates the County Facility at the end of the time scheduled for the respective District Program. The Using-Party acknowledges that the time scheduled for use of any County Facility includes the time necessary to assemble, disassemble and put away anything used for the Using-Party Program.

(b) The Using-Party shall ensure that the maximum number of persons using a County Facility for purposes of a Using-Party Program shall not exceed the approved capacity of that County Facility. The Using-Party shall ensure that, for each Using-Party Program within or on a County Facility, it shall have one or more designated individuals on site and who shall have the following responsibilities: (i) arrive at the County Facility in advance of the start time scheduled for the Using-Party Program; (ii) inform the participants of emergency evacuation procedures and exit locations, as applicable; (iii) ensure the safety of Using-Party Persons attending the Using-Party Program; (iv) liaise with the County staff on site; (v) ensure that no Using-Party Persons obstruct any corridors, stairwells

or exits in a County Facility; (vi) ensure all Using-Party Persons leave the County Facilities no later than the end of the time period scheduled with the County for the respective Using-Party Program; (vii) ensure that the County Facility in question is left in an "as found" condition; (viii) not leave the County Facility until all other Using-Party Persons have left; and (ix) immediately report any readily apparent unsafe conditions to the County staff on site.

(c) The Using-Party shall be responsible for ensuring that law and order is preserved in connection with all Using-Party Programs insofar as Using-Party Persons are concerned. The Using-Party shall be responsible for ensuring that all Using-Party Programs conducted in or on any County Facility are conducted in accordance with all applicable laws, regulations, orders, rules, written guidelines, ordinances, and policies.

(d) The Using-Party shall ensure that Using-Party Person attending a Using-Party Program smokes anywhere on any County property that is designated as being a non-smoking area.

(e) The Using-Party shall ensure that no Using-Party Person consumes or has open alcohol anywhere on any County property while attending a Using-Party Program.

(f) The Using-Party shall ensure that no County Facility is changed

or altered by any Using-Party Person. Without limiting the foregoing, the Using-Party shall be responsible for ensuring that no powder, tape, wax, or any other preparation is applied to the floors, walls, ceilings, or grounds comprising part of a County Facility, except as may be specifically permitted by the County.

(g) Except where expressly permitted by the County's written guidelines for facility use, no food or beverages (other than water in a sealable container) are permitted in any County Facility.

(h) The sale of goods, food or beverages by Using-Party Persons on County property is prohibited.

(i) The County has the right reserved to it to maintain and control its facilities in the manner it determines in its sole discretion, despite any arrangements contemplated under this Agreement for purposes related to health, safety, and general good stewardship. In this regard, the Using-Party shall ensure that the reasonable instructions of any custodian at a County Facility to a Using-Party Person are carried out.

(j) To the extent that a County Facility is not otherwise normally open for access to the public at the time scheduled for a Using-Party Program, doors must not be propped open.

(k) The Using Party acknowledges that certain components of the



County Facilities contain or may be located within buildings that contain asbestos and/or asbestos containing materials and the Using-Party accepts its use of said facilities subject to this caveat.

(l) The Using-Party shall ensure that Using-Party Persons attending County Facilities for purposes of Using-Party Programs, park only in designated parking areas.

(m) The Using-Party shall ensure that no Using-Party Person uses any open flame, pyrotechnics, or fog machines on or in any County Facility.

(n) No Using-Party Person shall provide goods or services with respect to the playing of, or otherwise conduct, a lottery, scheme, draw or game of chance on or in any County Facility.

(o) The Using-Party shall ensure that all refuse produced by Using-Party Persons within County Facilities are placed in the appropriate designated receptacles.

(p) The Using-Party acknowledges that the County shall not be liable for any damage to or loss of any property belonging to the Using-Party or Using-Party Persons in connection with the use of any County Facility.

(q) No spitting is permitted within any indoor County Facility.

(r) The Using-Party shall ensure that there is no posting or

displaying of offensive material by a Using-Party Person at a County Facility.

**10. Specific Obligations and Requirements Regarding City Facilities**

In connection with the Using-Party's use of the City Facilities, it is agreed as follows:

(a) The Using-Party shall ensure that: (i) its programs do not infringe upon the time scheduled by any other group or program for the City Facility; and (ii) it vacates the City Facility at the end of the time scheduled for the Using-Party Program. The Using-Party acknowledges that the time scheduled for use of any City Facility includes the time necessary to assemble, disassemble and put away anything used for the Using-Party Program.

(b) The Using-Party shall ensure that the maximum number of persons using a City Facility for purposes of a Using-Party Program shall not exceed the approved capacity of that City Facility. The Using-Party shall ensure that, for each Using-Party Program within or on a City Facility, it shall have one or more designated individuals on site and who shall have the following responsibilities:

(i) arrive at the City Facility in advance of the start time scheduled for the Using-Party Program; (ii) inform the participants of emergency evacuation procedures and exit locations, as applicable; (iii) ensure the safety of Using-Party Persons attending the Using-Party Program; (iv) liaise with the City staff on site; (v) ensure

that no Using-Party Persons obstruct any corridors, stairwells or exits in a City Facility; (vi) ensure all Using-Party Persons leave the City Facilities no later than the end of the time period scheduled with the City for the respective Using-Party Program; (vii) ensure that the City Facility in question is left in an "as found" condition; (viii) not leave the City Facility until all other Using-Party Persons have left; and (ix) immediately report any readily apparent unsafe conditions to the City staff on site.

(c) The Using-Party shall be responsible for ensuring that law and order is preserved in connection with all Using-Party Programs insofar as Using-Party Persons are concerned. The Using-Party shall be responsible for ensuring that all Using-Party Programs conducted in or on any City Facility are conducted in accordance with all applicable laws, regulations, orders, rules, written guidelines, ordinances, and policies.

(d) The Using-Party shall ensure that Using-Party Person attending a Using-Party Program smokes anywhere on any City property that is designated as being a non-smoking area.

(e) The Using-Party shall ensure that no Using-Party Person consumes or has open alcohol anywhere on any City property while attending a Using-Party Program.

(f) The Using-Party shall ensure that no City Facility is changed or

altered by any Using-Party Person. Without limiting the foregoing, the Using-Party shall be responsible for ensuring that no powder, tape, wax, or any other preparation is applied to the floors, walls, ceilings, or grounds comprising part of a City Facility, except as may be specifically permitted by the City.

(g) Except where expressly permitted by the City's written guidelines for facility use, no food or beverages (other than water in a sealable container) are permitted in any City Facility.

(h) The sale of goods, food or beverages by Using-Party Persons on City property is prohibited.

(i) The City has the right reserved to it to maintain and control its facilities in the manner it determines in its sole discretion, despite any arrangements contemplated under this Agreement for purposes related to health, safety, and general good stewardship. In this regard, the Using-Party shall ensure that the reasonable instructions of any custodian at a City Facility to a Using-Party Person are carried out.

(j) To the extent that a City Facility is not otherwise normally open for access to the public at the time scheduled for a Using-Party Program, doors must not be propped open.

(k) The Using Party acknowledges that certain components of the City Facilities contain or may be located within buildings that contain asbestos and/or asbestos containing materials and the Using-Party accepts its use of said

facilities subject to this caveat.

(l) The Using-Party shall ensure that Using-Party Persons attending City Facilities for purposes of Using-Party Programs, park only in designated parking areas.

(m) The Using-Party shall ensure that no Using-Party Person uses any open flame, pyrotechnics, or fog machines on or in any City Facility.

(n) No Using-Party Person shall provide goods or services with respect to the playing of, or otherwise conduct, a lottery, scheme, draw or game of chance on or in any City Facility.

(o) The Using-Party shall ensure that all refuse produced by Using-Party Persons within City Facilities are placed in the appropriate designated receptacles.

(p) The Using-Party acknowledges that the City shall not be liable for any damage to or loss of any property belonging to the Using-Party or Using-Party Persons in connection with the use of any City Facility.

(q) No spitting is permitted within any indoor City Facility.

(r) The Using-Party shall ensure that there is no posting or displaying of offensive material by a Using-Party Person at a City Facility.

## **11. Improvements**

(a) The Using-Party shall obtain prior written consent of the Owner-

Party to make any alterations, additions, or improvements to Owner-Party Facilities. Any permanent improvements made to a facility will become the property of the Owner-Party.

(b) Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon. Costs incurred for capital improvements and major renovations to a facility may be shared, if agreed upon, by the Parties based on a pro-rata share of benefitted usage.

(c) Each Party may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other Party at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or the Owner-Party's need to use the Owner-Party's Facilities for public purposes.

## **12. Unforeseen Circumstances**

The Parties acknowledge, understand, and agree that in the event that:

- (a) a facility is the subject of or affected by any labor dispute or disturbance;
- (b) a Party needs to effect repairs and/or upgrades to one of its facilities;
- (c) a Party is unable to provide a custodian or suitable staff person for the particular facility where it would typically require a custodian or suitable staff

person to be present at such facility;

(d) a facility is closed as a result of weather conditions, epidemics, or other acts of God;

(e) there has been a power outage or other utility failure affecting a facility; or,

(f) a specific or general emergency has occurred; the owner (the "Affected Party") of such facility may not be able to make that facility available to any other Party and may have to cancel already scheduled programs. In such circumstances, the Affected Party shall have no liability or other obligations to any other Party (except as specifically contemplated in this Section), as a result of such circumstances. Each Party shall monitor the other's website, on a regular basis, for purposes of determining whether any facilities might not be accessible as a result of the circumstances contemplated above; however, the Affected Party shall use reasonable efforts to advise the other Party at the earliest reasonable opportunity of the occurrence or circumstances in question. In addition, and if feasible, the Affected Party shall use reasonable efforts to make available one (or more, as the case may be), of its reasonably similar facilities for such time(s) and date(s) as are reasonable in the circumstances. To the extent the Party denied access is not provided with an alternative facility or arrangement, it shall be treated as not



having booked or used the effected facilities. The Parties recognize that prolonged issues might give rise to the need to reconsider certain issues on a renewal of this Agreement.

**13. Priority of District Students**

The County and City recognize that the District must be in a position to ensure that the activities of its students always enjoy priority with respect to the use of District Facilities. In this regard, it is understood that occasion may arise where the County or City has booked the usage of a District Facility and such usage will need to be rescheduled due to an unforeseen need for the use of such facility on behalf of the District. In such circumstances, the District shall use reasonable efforts to advise the County or City, as applicable, of same at the earliest reasonable opportunity. In addition, the District shall use reasonable efforts to make available one of its reasonably similar facilities for the time and date that the booked facility is not available.

**14. Mutual Hold Harmless/Indemnification**

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

**15. Insurance**

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

(b) Motor Vehicle Liability Insurance. The parties shall maintain

comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used pursuant to this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000).

(c) Workers' Compensation Insurance. Each party shall maintain a workers' compensation plan covering all of its employees as required by Florida law, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the Florida Department of Insurance.

(d) Employer's Liability Coverage. Each party shall maintain employer's liability coverage for each employee who is subject to this Agreement. That policy shall provide employer's liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per occurrence.

(e) Self-Insurance. If either party elects to be self-insured, in lieu of providing proof of insurance, that party shall provide proof of self-insurance satisfactory to the other party and meeting the requirements imposed herein, which can include a consent to self-insure issued by the Florida Department of Insurance. Either Party providing proof of self-insurance warrants that the self-insurance provides substantially the same protection as the insurance required herein. Each party further agrees to notify the other party in the event any change

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

(f) Other Requirements. Without limiting the parties' duties of indemnification, the parties each shall comply with the following insurance coverage requirements:

i. Each policy shall be issued by a company authorized by law to transact business in the State of Florida.

ii. Each policy shall provide that the parties shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof.

iii. Comprehensive motor vehicle and commercial general liability policies shall each provide an endorsement naming the other party, and its officers, agents, representatives, and employees as additional insured.

iv. Each party shall provide an endorsement that the insurer waives the right of subrogation against the other party, and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

v. The required coverage and policy limits shall be maintained in effect throughout the Term and may be adjusted by each party

pursuant to legally required or commercially reasonable practice for property with the same or similar uses.

vi. Certificates of Insurance. Upon execution of this Agreement, the parties shall file certificates of insurance or consents to self-insure with each other, showing that they have in effect the insurance required by this Agreement. The parties shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

**16. Liability; No Waiver of Sovereign Immunity**

The Parties shall be liable for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, in the performance of this Agreement; provided, however, that the liability of each of the Parties is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third-party for any cause or matter arising out of or related to this Agreement.

**17. Assignment, Inspection and Termination**

None of the Parties may assign this Agreement or sublet any facilities of any

other Party or any part thereof without the written consent of the affected party. The Parties agree that each Party and its officers, agents, and servants will have the right to enter and inspect their facilities and the operation being conducted thereon at reasonable times. This Agreement will remain in effect unless terminated by either Party as follows:

(a) Upon an alleged breach of this Agreement by a Party, any other Party may give written notice of termination of this Agreement to the alleged breaching party specifying the claimed breach and the action required to cure the breach. If the alleged breaching party fails to cure the alleged breach within five (5) days from receipt of said notice, then this Agreement as it applies to the alleged breaching Party and the Party alleging the breach will terminate ten (10) days from receipt of the written notice.

(b) Any Party may terminate this Agreement as to that Party for convenience (i.e., for any reason) by giving written notice to any other Party that the Agreement will terminate as to those Parties thirty (30) days from the receipt of said notice by the other Party.

**18. Unforeseen Questions**

The Parties agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, the questions will be settled in writing among the Superintendent, the County Administrator, and/or the City Manager, as applicable, or their respective designees, for resolution of such questions concerning this Agreement.

**19. Force Majeure**

The Parties agree that failure or delay of any of the Parties in performing any of the terms of this Agreement shall be excused if and to the extent the failure or delay is caused by any acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule, or regulation beyond the control of the Parties.

**20. Entire Agreement**

This Agreement contains the entire agreement of the Parties regarding the subject matter thereof. No oral statements, representations or prior written matter relating to the subject matter herein, but not specifically incorporated herein, shall have any force or effect.



**21. Modification**

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

**22. Binding Effect**

This Agreement shall be binding upon the respective successors and assigns of the Parties hereto.

**23. Waiver of Jury Trial**

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

**24. No Third-Party Beneficiaries**

The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns,

and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

**25. Counterparts**

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

**26. Authority**

Each of the Parties is authorized to execute this Agreement in accordance with Florida law including, but not limited to, Fla. Stat. Chs. 125, 163, and 166.

**27. Governing Law: Disputes**

This Agreement shall be interpreted and construed in accordance with Florida law. Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each Party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal, or administrative proceeding.

**28. Venue: Jurisdiction**

In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each Party hereto consents to the personal jurisdiction

and venue of a tribunal, or a court of subject matter jurisdiction located in Hernando County, Florida.

**29. Headings**

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

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Attest: \_\_\_\_\_  
Hernando County School Board  
\_\_\_\_\_  
Linda K. Prescott, Chairperson Date

Attest: \_\_\_\_\_  
Hernando County Board of  
County Commissioners  
\_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk  
Elizabeth Narverud, Chairperson Date 5-28-2024



Attest: \_\_\_\_\_  
City of Brooksville  
\_\_\_\_\_  
Jennifer Battista, City Clerk  
Blake Bell, Mayor  
attached  
Battista

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY \_\_\_\_\_  
County Attorney's Office

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Hernando County School Board

Attest:

Legal Sufficiency:

Shannon Rodriguez, Date  
Chairperson

Hernando County School Board Attorney

Hernando County Board of County Commissioners

Attest:

Douglas A. Chorvat, Jr., Clerk

John Allocco, Chairman Date

Legal Sufficiency:

Hernando County Attorney

City of Brooksville

Attest:

Jennifer Battista, City Clerk

Blake Bell, Mayor

Legal Sufficiency:

Gretchen R.H. "Becky" Vose, City Attorney, Vose Law Firm

Approved by City Council  
4/1/24



**A. Item Currently Budgeted -**

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

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

**B. Item Currently Not Budgeted -\*\***

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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