



# **Hernando School District**

## **School Board Regular Meeting**

### **Agenda - Final**

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**Tuesday, August 25, 2026**

**6:00 PM**

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

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#### **CALL TO ORDER**

#### **REFLECTION**

#### **PLEDGE OF ALLEGIANCE by Central High School**

#### **SCHOOL SPOTLIGHT**

#### **ADOPTION OF AGENDA**

1. [27-4025](#) Approval to adopt the agenda dated 8/25/2026.

#### **ELECTED OFFICIALS**

#### **APPROVAL OF THE MINUTES**

2. [27-4026](#) Approval of the Minutes from the Informal, Workshop and Regular School Board Meeting of 8/11/2026.

**Attachments:** [08-11-26 Informal Minutes DRAFT](#)  
[08-11-26 Workshop Minutes DRAFT](#)  
[08-11-26 Regular Minutes DRAFT](#)

#### **CITIZEN INPUT ON AGENDA ITEMS (GREEN SPEAKER FORMS)**

3. [27-4027](#) Citizen Input on agenda items (Green Form)

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

**ADOPTION OF CONSENT AGENDA (Item # 4-21)****Personnel Recommendations**

4. [27-4017](#) Approval of the Personnel Recommendations

**Attachments:** [26-27 BOARD AGENDA AUGUST 25 2026](#)  
[2027 Inst. Supplements & Differentiated Pay for 8-25-2026](#)  
[2027 Noninst., PTS & Adm. Supplements for 8-25-2026](#)

**All Other Teaching & Learning Agenda Items**

5. [27-3983](#) Approval of the Memorandum of Agreement (MOA) Between the University of Florida Board of Trustees, on Behalf of the University of Florida Lastinger Center for Learning, and the School Board of Hernando County for Participation in the Florida Tutoring Advantage (FTA) Program for the Period of July 1, 2026 - August 31, 2027

**Attachments:** [UF Lastinger Center MOA](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

6. [27-3994](#) Approve Out-of-State Travel for Tiffany Howard, Jennifer Merschbach, and Carrie Wilson to Attend the Renaissance Fall Executive Briefing - Ignite & Accelerate Scheduled for November 4-6, 2026, in Buckhead, Georgia

**Attachments:** [Renaissance Fall Executive Briefing Agenda](#)  
[LOA Forms - Howard](#)  
[LOA Forms - Merschbach](#)  
[LOA Forms - Wilson](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

7. [27-4000](#) Approve the Overnight Field Trip for F.W. Springstead High School Marching Band to Orlando, Florida to Attend Universal Studios from November 21, 2026 - November 23, 2026.

**Attachments:** [Budget Sheet - FWSHS Marching Band - Universal Studios 11-21-2026](#)

8. [27-4004](#) Approve out-of-state travel for Jill Kolasa, Director of Student Services and Angela Miller Royal, Coordinator of Student Support Programs, to attend the 114th Annual Conference of the International Association of Truancy and Dropout Prevention Conference (IATDP) in Corpus Christi, Texas, October 17, 2026, through October 21, 2026.

**Attachments:** [IATDP Conference Information & Presentation Approval](#)  
[J. Kolasa TDL](#)  
[A. Miller Royal TDL](#)  
[IATDP Budget Sheet Sept WITH Financial Impact](#)



9. [27-4016](#) Approve an out of state trip for Central High School Welding Instructor Jason Whitman to attend FabTech 2026 Conference in Las Vegas, NV, from October 20 through October 24, 2026.

**Attachments:** [CHS - Whitman 102026 Packet](#)  
[Budget Sheet Fillable - CHS - Whitman 102026](#)

**All Other Business Services Agenda Items**

10. [27-4002](#) Approve the Affiliation Agreement with The University of Phoenix, Inc. for interns.

**Attachments:** [Univ. of Phoenix Affiliation Agreement RWH 7.23 Clean](#)  
[Budget Sheet - NO Financial Impact Updated](#)

**All Other Communications & Government Relations Agenda Items**

11. [27-4019](#) Final Approval of the 2027 Legislative Platform

**Attachments:** [2027 Legislative Platform- HCSB](#)  
[Title XLVIII](#)  
[Budget Sheet - NO Financial Impact \(1\)](#)

**All Other Support Operations Agenda Items**

12. [27-3935](#) Approval of the Amendment to the Proportionate Share Mitigation Agreement with Arden of Brooksville.

**Attachments:** [27-3935 Arden Amended PSMA](#)  
[27-3935 Budget Sheet NO Financial Impact](#)

13. [27-3941](#) Approval of the Amended and Restated Interlocal Agreement for Public School Facility Planning, School Concurrency, and Impact Fee Implementation.

**Attachments:** [7.30.26 Amended and Restated ILA \(FINAL\) CJW signed](#)  
[27-3941 Budget Sheet NO Financial Impact](#)

**All Other Purchase Order/Bid Agenda Items**

14. [27-3859](#) Approve the agreement and authorize the purchase of athletic training and sports medicine services for the district's student-athletes from PT Solutions for \$186,900.00.

**Attachments:** [27-3859 PT Solutions agreement.pdf](#)  
[27-3859 PT Solutions Hernando County Schools - Std add.pdf](#)  
[27-3859 PT Solutions Hernando executed affidavit PDF.pdf](#)  
[27-3859 PT Solutions PUR 1355.pdf](#)  
[27-3859 agenda item PT Solutions Budget Sheet.pdf](#)

15. [27-3863](#) Approve the amendment and annual payment to the Hernando County Sheriff's Office for the 2026-2027 school year School Resource Officer (SRO) coverage as outlined in Addendum A, in the amount not to exceed \$3,146,026.00 and authorize the issuance of a purchase order in that amount

**Attachments:** [SRO 2026 Amendment Stamped](#)  
[SRO Contract 2025](#)  
[27-3863 Budget Sheet SRO contract purchase 2026-2027 SY](#)

16. [27-3989](#) Approve the renewal of the piggyback of Choice Partners, Harris County Department of Education, RFP/Contract No. 22/038SG-11, Educational Materials and Related Items, awarded to multiple vendors, and authorize purchases for an estimated annual spending of \$75,000.

**Attachments:** [24-785-18 PB RN Educational Material & Related Items \(08-25-2026\)](#)  
[Budget Sheet](#)

17. [27-3992](#) Approve the piggyback of the Sourcewell Cooperative, RFP No. 04076/Contract No. 040726-SES, Commercial Kitchen Equipment with Related Supplies and Services awarded to TriMark USA, LLC and authorizes purchases for an estimated annual spending of \$200,000.00

**Attachments:** [27-3992](#)  
[Budget Sheet Agenda 27-3992](#)

18. [27-3993](#) Approve the renewal of the Piggyback of the State of Florida, Department of Management Services (DMS), Enterprise Alternate Contract Source (ACS) No. 31160000-25-NASPO-ACS for Facilities Maintenance Repair and Operations (MRO) and Industrial Supplies awarded to multiple vendors and authorize purchases for an estimated annual spending of \$325,000.00

**Attachments:** [25-968-32 PB RN Facilities \(MRO\) \(08-25-26\)](#)  
[Budget Sheet MRO 08-2026](#)

19. [27-4001](#) Approve the amendment to Addendum A and Addendum B of the School Resource Officer (SRO) Agreement with the Hernando County Sheriff's Office effective July 1, 2025, through June 30, 2028.

**Attachments:** [SRO 2026 Amendment Stamped](#)  
[HCSO CONTRACT 07-01-2025 06-30-2028](#)  
[27-4001 Budget Sheet SRO contract purchase 2026-2027 SY](#)

20. [27-4014](#) Approve the Renewal and Purchase of Services from Teaching Strategies, LLC and Issuance of a Purchase Order for the Creative Curriculum Cloud and GOLD Assessment System for an estimated spending of \$157,893.75 for a 5-Year Term

**Attachments:** [Program Evaluation -Teaching Strategies](#)  
[Teaching Strategies Quote - #Q-400753](#)  
[Standard Addendum Teaching Strategies](#)  
[DSPA - TS](#)  
[Affidavit Regarding the Use of Coercion for Labor Services - TS](#)  
[Signed 8. 11.2026](#)  
[Fedral Terms and Conditions - TS Signed 8.11.2026](#)  
[Foreign Country of Concern Attestation \(PUR1355\) - TS Signed 8.11.2026](#)  
[Budget Sheet Sept 2021 Revised WITH Financial Impact -TS](#)

#### All Other Safe Schools Agenda Items

21. [27-3779](#) Approve out of state travel for Brett Scroggins to attend the Axis Communications Immerse 2026 Conference scheduled for November 2-5, 2026, in San Diego, California.

**Attachments:** [AGENDA - Immerse 2026](#)  
[27-3779 Budget Sheet for Scroggins out of state travel-Axis](#)

#### ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

#### ADDENDUM ITEMS

#### CITIZEN INPUT ON GENERAL TOPICS (PINK SPEAKER FORMS)

22. [27-4028](#) Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

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

#### INFORMATIONAL AGENDA ITEMS

#### GENERAL COUNSEL

#### SCHOOL BOARD COMMENTS

#### ADJOURNMENT

The next School Board Meetings are scheduled for September 8, 2026:

1:00 PM - Informal Meeting

2:00 PM - Workshop

5:01 PM - Final Public Budget Hearing

6:00 PM - Regular Meeting

**Mission Statement**

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

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# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 1. 27-4025**

8/25/2026

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**Title and Board Action Requested**

Approval to adopt the agenda dated 8/25/2026.

**Executive Summary**

The Superintendent of Schools, hereby requests the Board adopt the agenda dated 8/25/2026.

**My Contact**

Ray Pinder  
Superintendent of Schools

**2023-28 Strategic Focus Area**

Other

**Financial Impact**

No Financial Impact

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



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 2. 27-4026**

8/25/2026

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**Title and Board Action Requested**

Approval of the Minutes from the Informal, Workshop and Regular School Board Meeting of 8/11/2026.

**Executive Summary**

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

**My Contact**

Kelly A. Pogue

Executive Office Manager to the School Board and General Counsel

Pogue\_k@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Other

**Financial Impact**

No Financial Impact



# Hernando School District

## School Board Informal Meeting

### Minutes - Draft

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Tuesday, August 11, 2026

1:00 PM

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

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#### CALL TO ORDER

**Present**

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

#### GENERAL DISCUSSION

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

*Dr. Danielle Thomas, Sunrise Consulting Group, joined the meeting virtually to provide a legislative update and facilitate discussion regarding the School Board's legislative priorities. Dr. Thomas provided an overview of significant legislation from the 2026 Florida Legislative Session. She highlighted legislation commonly referred to as the School Board Bill of Rights, which requires that when a School Board member requests information from district staff, both the question and the response be provided to all Board members. She noted that school districts across the state are working through implementation procedures to ensure compliance with the new requirement. Dr. Thomas reviewed a draft legislative platform prepared for Board consideration and discussion.*

*Assessment:*

*Dr. Thomas recommended removing the Board's longstanding platform item related to reducing assessment and progress monitoring requirements. While acknowledging concerns regarding instructional time lost to testing, she explained that the Legislature and Department of Education currently support the progress monitoring system and there is little support for revisiting the issue. Board members discussed the matter and generally agreed that retaining the item would likely not result in legislative action at this time.*

*Transportation:*

*The Board reviewed its existing legislative priority related to reducing transportation distance requirements for elementary students. Dr. Thomas indicated the issue continues to generate productive discussion and recommended retaining it on the platform.*

*Veteran Teacher Compensation:*

*Discussion occurred regarding continued funding to address salary compression resulting from*

*increases to base teacher pay. Dr. Thomas noted that the Legislature recognizes the issue and expects discussions regarding veteran teacher compensation to continue. Board members expressed support for retaining this platform item.*

*Cameras in ESE Classrooms:*

*Dr. Thomas reviewed a proposal supporting the use of cameras in Exceptional Student Education (ESE) classrooms, with parental consent, as a safety measure for students and staff. The Board recessed at 1:17 P.M. due to technology issues and reconvened at 1:21 P.M. Board members discussed the proposal, including: The necessity of parental consent; Legislative history of previous bills; Funding concerns related to implementation; and Practical considerations regarding classroom operations and consent procedures. The Board expressed support for retaining the item for legislative consideration.*

*Family Empowerment Scholarship Funding Transparency:*

*Dr. Thomas discussed a proposal to establish a separate funding category for Family Empowerment Scholarships to increase transparency and accountability. She indicated the issue has received support in the Florida Senate and may receive additional attention under upcoming House leadership. Board members supported continuing discussion of scholarship funding transparency as a legislative priority.*

*Safe Schools Allocation:*

*The Board reviewed a proposal supporting full funding of the Safe Schools Allocation. Discussion focused on ensuring districts have sufficient resources to invest in personnel, technology, and emerging safety solutions. Board members emphasized the need for flexibility to adopt new safety technologies and resources as they become available.*

*Additional Funding for ESE Teachers:*

*Board Member Michelle Bonczek recommended exploring additional funding opportunities for ESE teachers and staff. Discussion included: Teacher retention challenges within ESE programs; Potential salary supplements for ESE teachers; Recognition of ESE as a critical shortage area; and Historical examples of state funding provided for other critical shortage instructional areas. Dr. Thomas advised that the proposal could be incorporated into the platform as either additional language under teacher compensation or as a separate legislative priority. Board members expressed support for adding language addressing support and retention of ESE teachers.*

*Full-Day VPK:*

*Chair Hawkins proposed adding legislative support for fully funded full-day VPK programs. Dr. Thomas discussed previous legislative conversations regarding the significant cost of implementation but noted the long-term educational benefits associated with expanded early childhood education opportunities. By consensus, Board members supported adding the issue to the legislative platform.*

*Athletic Eligibility for Home-School and Virtual School Students:*

*Board members discussed recent statutory changes allowing home-school and virtual students greater flexibility in selecting schools for athletic participation. Concerns were expressed regarding unintended consequences, including: Student athletes transferring to virtual or home-school*



*programs to participate with specific athletic programs; Competitive imbalance among schools; Potential impacts on students attending their zoned schools. Dr. Thomas recommended that the issue be included both on the district legislative platform and submitted to the Florida School Boards Association (FSBA) for statewide consideration. Board members agreed to pursue both avenues and encouraged outreach to other districts experiencing similar concerns.*

*Dr. Thomas agreed to revise the draft legislative platform to incorporate Board feedback and distribute an updated version for review prior to formal adoption.*

*Additional Topics of Discussion:*

*Student Screen Time:*

*Board Member Bonczek referenced recent actions by neighboring districts to reduce classroom screen time and expressed interest in examining screen usage throughout Hernando County schools. Discussion included: The balance between technology use and traditional instructional methods; The importance of hands-on learning and student engagement; Possible impacts of increased technology use on students; and The role of educational technology and artificial intelligence in classroom instruction. Gina Michalicka, Assistant Superintendent came forward. Elementary screen time associated with programs such as i-Ready is monitored and measurable. Secondary screen use varies based on instructional practices and course requirements. No significant concerns regarding excessive screen time have been reported by teachers, administrators, students, or parents. Board members requested information regarding current district expectations and requirements for student screen time to better understand existing practices. Board members also discussed: The increasing role of artificial intelligence in education; The need for students to develop technology skills while maintaining critical thinking and writing abilities; and The importance of evaluating educational outcomes when considering future technology-related decisions.*

[27-4020](#) Handouts from the Informal Meeting of 08/11/26.

**Attachments:** [08-11-26 Informal Handouts - D. Thomas](#)

**ADJOURNMENT**

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**Superintendent**

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**Board Chair**

Mission Statement

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



# Hernando School District

## School Board Workshop

### Minutes - Draft

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Tuesday, August 11, 2026

2:00 PM

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

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#### CALL TO ORDER

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

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

#### PRESENTATIONS

1. [27-3979](#) Review and Tentative Approval of the 2027-2028 Magnet Program Procedures

**Attachments:** [2027-2028 Outline of Magnet Revisions](#)  
[2027-2028 Magnet Program Procedures Strike Through Copy](#)  
[2027-2028 Magnet Program Procedures Clean Copy](#)  
[Budget Sheet](#)

*This item will be moved to the August 25th Workshop.*

2. [27-3980](#) Review and Tentative Approval of the 2027-2028 Controlled Choice Plan

**Attachments:** [Outline of Revisions to the 2027-2028 Controlled Choice Plan](#)  
[2027-2028 controlled choice plan-acc 1 - Strike Through](#)  
[2027-2028 controlled choice plan-acc 1 - Clean Copy](#)  
[Budget Sheet](#)

*This item will be moved to the August 25th Workshop.*

3. [27-3934](#) Presentation of the Amendment to the Proportionate Share Mitigation Agreement with Arden of Brooksville by Jim Lipsey, School Planner.

**Attachments:** [27-3934 Arden Amended PSMA](#)  
[27-3934 Budget Sheet NO Financial Impact](#)

*Jim Lipsey, School Planner came forward to explain this item. This item will come back for board approval.*

4. [27-3846](#) Review of the 2023-2028 Strategic Plan Priority 4 and Priority 5

**Attachments:** [District Priority 4 and 5 Update](#)  
[Budget Sheet - NO Financial Impact \(1\)](#)

*Joyce McIntyre, CFO; Dionne Makinson, Coordinator of Finance; Aaron Ellerman, Director of Communications; Steve Crognale, Executive Director of Support Operations; and Brian Ragan, Director of Facilities and Construction came forward to present this item. Board Members Johnson and Rodriguez would like to see our programs/schools promoted more. Board Chair Hawkins would like individual department Facebook pages promoted for new parents. There was discussion on the review of the Bereavement process. The Board would like flowers sent out for employees, immediate family members, and students who pass away. While discussing Facility updates, the Board would like a tracking system for facility lifecycle planning.*

## **GENERAL COUNSEL**

## **ADDENDUM ITEMS**

## **GOOD OF THE ORDER/BOARD DISCUSSION**

Additional Items:

KH: SLP workload review.

### **School Board Comments**

*Hawkins: Concerns for Speech-Language Pathologist Supervisor's workload and potential compensation considerations.*

*Rodriguez: Her earlier comments regarding employee bereavement support were intended to include all district employees. She emphasized the importance of ensuring all members of the district feel valued and supported during times of personal loss.*

## **ADJOURNMENT**

*This meeting adjourned at 2:59 P.M.*

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**Superintendent**

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**Board Chair**

### **Mission Statement**

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

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# Hernando School District

## School Board Regular Meeting

### Minutes - Draft

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Tuesday, August 11, 2026

6:00 PM

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

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#### CALL TO ORDER

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

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

#### REFLECTION

*The reflection was provided by Vice Chair Rodriguez.*

#### PLEDGE OF ALLEGIANCE

#### ADOPTION OF AGENDA

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

**RESULT:** **ADOPTED**

**MOVER:** Michelle Bonczek

**SECONDER:** Susan Duval

**AYES:** Hawkins, Rodriguez, Bonczek, Duval, Johnson

#### ELECTED OFFICIALS

*No one came forward to speak on this item.*

**APPROVAL OF THE MINUTES**

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

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

**RESULT:** **ADOPTED**

**MOVER:** Mark Johnson

**SECONDER:** Michelle Bonczek

**AYES:** Hawkins, Rodriguez, Bonczek, Duval, Johnson

**CITIZEN INPUT ON AGENDA ITEMS (GREEN SPEAKER FORMS)**

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

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

*No one came forward to speak on this item.*

**ADOPTION OF CONSENT AGENDA (Item # 4-14)**

*Board Member Duval pulled item numbers: 6, 9, 10, and 12 from the consent agenda for discussion.*

**RESULT:** **APPROVED THE CONSENT AGENDA**

**MOVER:** Michelle Bonczek

**SECONDER:** Mark Johnson

**AYES:** Hawkins, Rodriguez, Bonczek, Duval, Johnson

**Personnel Recommendations**

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

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

**All Other Teaching & Learning Agenda Items**

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

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

**All Other Business Services Agenda Items**

**All Other Support Operations Agenda Items**

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

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

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

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

**All Other Purchase Order/Bid Agenda Items****ADDENDUM ITEMS**

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

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

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

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

**All Other School Board Agenda Items**

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

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

**ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION**

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

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

**RESULT:** ADOPTED

**MOVER:** Michelle Bonczek

**SECONDER:** Mark Johnson

**AYES:** Hawkins, Rodriguez, Bonczek, Johnson

**NAYS:** Duval

*This item was pulled from the consent agenda by Board Member Duval for discussion. She addressed her concerns in regard to the district paying for the use of facilities that support district athletic programs.*

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

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

**RESULT:** ADOPTED

**MOVER:** Mark Johnson

**SECONDER:** Michelle Bonczek

**AYES:** Hawkins, Rodriguez, Bonczek, Johnson

**NAYS:** Duval

*This item was pulled from the consent agenda by Board Member Duval for discussion. She requested clarification regarding the funding source and accountability measures associated with the program. Magan Schlechter, Director of Federal Programs came forward to speak on this item. Ms. Schlechter explained that the funding is provided through the Title I grant.*

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

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

**RESULT:** ADOPTED

**MOVER:** Michelle Bonczek

**SECONDER:** Shannon Rodriguez

**AYES:** Hawkins, Rodriguez, Bonczek, Duval, Johnson

*This item was pulled from the consent agenda by Board Member Duval for discussion. She asked for clarification regarding funding calculations, funds from prior years, program evaluation data, and school specific student achievement results. Magen Schlechter, Director of Federal Programs explained.*

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

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

**RESULT:** ADOPTED

**MOVER:** Michelle Bonczek

**SECONDER:** Shannon Rodriguez

**AYES:** Hawkins, Rodriguez, Bonczek, Duval, Johnson

*This item was pulled from the consent agenda by Board Member Duval for discussion. She requested clarification regarding the increase in spending authority and whether the original agreement permitted such adjustment. Beth Lastra, Supervisor of College & Career Programs came forward to explain.*

#### **CITIZEN INPUT ON GENERAL TOPICS (PINK SPEAKER FORMS)**

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

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

*Robert Meyers, School Board Attorney read the instructions for this item. The following citizens came forward to speak:*

1. Crystal Santiago
2. Kimberly Mulrooney

#### **INFORMATIONAL AGENDA ITEMS**

#### **GENERAL COUNSEL**

#### **SCHOOL BOARD COMMENTS**

#### **ADJOURNMENT**

*The meeting adjourned at 6:30 P.M.*

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**Superintendent**

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**Board Chair**



Mission Statement

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

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# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 3. 27-4027**

8/25/2026

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**Title and Board Action Requested**

Citizen Input on agenda items (Green Form)

**Executive Summary**

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

**My Contact**

Ray Pinder  
Superintendent of Schools

**2023-28 Strategic Focus Area**

Priority 3: Community Connection

**Financial Impact**

There is no financial impact

## AGENDA ITEM COMMENT FORM FOR SPEAKERS

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

LEGAL NAME/**PRINTED**: \_\_\_\_\_

LEGAL ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_

Identify agenda item to be addressed:

Ex.) Agenda item #: 10

Agenda item #: \_\_\_\_\_

Agenda item #: \_\_\_\_\_

### Guidelines:

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

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

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

Signature of speaker: \_\_\_\_\_

Chairperson's Approval of form: \_\_\_\_\_

### FOR OFFICE USE ONLY:

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

Time Received: \_\_\_\_\_

# Hernando County School Board

## CODE OF CIVILITY

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

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

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

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

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



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 4. 27-4017**

8/25/2026

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**Title and Board Action Requested**

Approval of the Personnel Recommendations

**Executive Summary**

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

**My Contact**

Alexis Brown

Director of Human Resources

352-797-7070 Ext. 70445

brown\_a1@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Priority 2: Talent Management

**Financial Impact**

No budget impact.

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

## I. CONSENT AGENDA

## A. Approval of Personnel Recommendation

**1. Instructional Appointments and Approval of Probationary Contract**

| <u>First Name</u> | <u>Last Name</u> | <u>Position</u>             | <u>Site</u> | <u>Date</u> |
|-------------------|------------------|-----------------------------|-------------|-------------|
| David             | Baker            | Teacher                     | HHS         | 08/04/26    |
| Alicia            | Bates            | Teacher                     | FES         | 08/04/26    |
| Brendan           | Boniol           | Teacher                     | NCTHS       | 08/04/26    |
| Megan             | Bray             | Teacher                     | CES         | 08/04/26    |
| Kara              | Brown            | Teacher                     | EES         | 08/04/26    |
| Alexis            | Camp             | Teacher                     | FCMS        | 08/04/26    |
| Hailey            | Caraway          | Teacher                     | PGES        | 08/04/26    |
| Rachel            | Cashmere         | Teacher                     | BES         | 08/04/26    |
| Jeremy            | Castellucci      | Teacher                     | CHS         | 08/05/26    |
| Kimberly          | Cavender         | Teacher                     | PMS         | 08/04/26    |
| Trisha            | Cockayne         | Teacher                     | EES         | 08/04/26    |
| Lymari            | DeJesus Valentin | Teacher                     | EK8         | 08/04/26    |
| Yamil             | Diaz Erazo       | Teacher                     | DSPMS       | 08/04/26    |
| Kayla             | Dion             | Speech Language Pathologist | ESE         | 08/04/26    |
| Madison           | Dono             | Teacher                     | FES         | 08/04/26    |
| Alexandra         | Dorsey           | Teacher                     | HHS         | 08/04/26    |
| William           | Elders           | Teacher                     | CHS         | 08/04/26    |
| Devan             | Foley            | Teacher                     | DES         | 08/04/26    |
| Jill              | Garcia           | Speech Language Pathologist | ESE         | 08/04/26    |
| Dulcinea          | Garves           | Speech Language Pathologist | ESE         | 08/04/26    |
| Christian         | Gonzalez         | Teacher                     | SHS         | 08/04/26    |
| Katherine         | Hatfield         | Teacher                     | EK8         | 08/04/26    |
| Heather           | Helmer           | Teacher                     | WHMS        | 08/04/26    |
| Dillard           | Holder           | Teacher                     | WHMS        | 08/04/26    |
| Christina         | Knight           | Teacher                     | EES         | 08/04/26    |
| Rachel            | Kreis            | School Social Worker        | SHES        | 08/04/26    |
| Michelle          | Kroog            | Teacher                     | BES         | 08/04/26    |
| John              | Kusmaul          | Teacher                     | FCMS        | 08/04/26    |
| Nicole            | LaRosa           | Teacher                     | DSPMS       | 08/04/26    |
| Raymond           | Lay              | Teacher                     | SHS         | 08/04/26    |
| Raven             | Llaurador        | Teacher                     | MES         | 08/04/26    |
| Jason             | Lowe             | Behavior Specialist         | ESE         | 08/04/26    |
| William           | Madden           | Teacher                     | DES         | 08/04/26    |
| Elizabeth         | Marion           | Teacher                     | WHMS        | 08/04/26    |
| Brenda            | Mason            | Teacher                     | HHS         | 08/04/26    |
| Jorge             | Odelin Odelin    | Teacher                     | SHS         | 08/04/26    |
| Ruth              | Pica             | Teacher                     | WWHS        | 08/04/26    |
| Maria Christina   | Rezon            | Teacher                     | HHS         | 08/04/26    |
| Hanna             | Rich             | Teacher                     | PGES        | 08/04/26    |
| Lindsay           | Richardson       | Speech Language Pathologist | ESE         | 08/04/26    |
| James             | Sapia            | Teacher                     | CHS         | 08/04/26    |
| Sara              | Sauvageot        | Teacher                     | PMS         | 08/04/26    |
| Shandi            | Schulzki-Finck   | Teacher                     | FCMS        | 08/04/26    |
| Cristina          | Simanu           | Teacher                     | SES         | 08/04/26    |
| Nicole            | Springer         | Teacher                     | CES         | 08/04/26    |
| Peter             | Taaffe           | Teacher                     | SHS         | 08/04/26    |
| Patricia          | Tanner           | Teacher                     | DSPMS       | 08/04/26    |
| Brieanna          | Taylor           | Teacher                     | WHMS        | 08/04/26    |
| Siobhan           | Thaler           | Teacher                     | SHES        | 08/04/26    |
| Marcuelia         | Thomas           | Teacher                     | EK8         | 08/04/26    |
| Kristi            | Valenza          | Teacher                     | BES         | 08/04/26    |
| Shelby            | Veil             | Teacher                     | PGES        | 08/04/26    |
| Edward            | White            | Teacher                     | WWK8        | 08/04/26    |
| Leeana            | White            | Teacher                     | SES         | 08/04/26    |
| Chasity           | Willman          | Teacher                     | WWK8        | 08/04/26    |
| Christopher       | Yatsuk           | Teacher                     | DSPMS       | 08/04/26    |

**2. Instructional Appointments and Approval of Annual Contract**

|       |               |         |     |          |
|-------|---------------|---------|-----|----------|
| Jorge | Odelin Odelin | Teacher | SHS | 08/04/26 |
|-------|---------------|---------|-----|----------|

**3. Instructional Transfers**

| <u>First Name</u> | <u>Last Name</u> | <u>From</u>                    | <u>To</u>                              | <u>Date</u> |
|-------------------|------------------|--------------------------------|----------------------------------------|-------------|
| Melissa           | Arledge          | Assessment, DES                | Reading Coach, DES                     | 08/04/26    |
| Elisabeth         | Awtrey           | Teacher, CES                   | Teacher, SHS                           | 08/04/26    |
| Andrew            | Baker            | Teacher, SHS                   | Teacher, NCTHS                         | 08/04/26    |
| Ana               | Beeman           | Teacher, PMS                   | Teacher, NCTHS                         | 08/04/26    |
| Nanette           | Billick          | Teacher, WWHS                  | Teacher, HHS                           | 08/04/26    |
| Stacie            | Canfield         | Teacher, CHS                   | Mathematics Specialist, Academic Svcs. | 08/04/26    |
| Kasey             | Cavanaugh        | Reading Coach, WWHS            | Teacher, WWHS                          | 08/04/26    |
| Thomas            | Child            | Teacher, WES                   | Teacher, WWHS                          | 08/04/26    |
| Denice            | Church           | Teacher, WWK8                  | Teacher, SHES                          | 08/04/26    |
| Charles           | Maggard          | Reading Coach, DES             | Assessment, DES                        | 08/04/26    |
| Tiffany           | Mongold          | Teacher, PGES                  | Teacher, SHS                           | 08/04/26    |
| Barbara           | Regan            | ESE Specialist, ESE            | Teacher, FES                           | 08/04/26    |
| Amanda            | Samson           | Teacher, SHES                  | Teacher, WWK8                          | 08/04/26    |
| Pamela            | Sheeder          | Title I Behavior Resource, FES | Teacher, FES                           | 08/04/26    |
| Katye             | Vasquez          | Teacher, SHS                   | Teacher, HHS                           | 08/04/26    |

**4. Instructional Separations**

| <u>First Name</u> | <u>Last Name</u> | <u>Position</u>          | <u>Site</u> | <u>Date</u> | <u>Type</u> |
|-------------------|------------------|--------------------------|-------------|-------------|-------------|
| Abigail           | Berlew           | Teacher                  | SHS         | 06/02/26    | Resignation |
| Lynette           | Burbine          | Teacher                  | Endeavor    | 08/07/26    | Retirement  |
| Andrea            | Fox              | Instructional Specialist | ESE         | 08/04/26    | Resignation |
| Jasmin            | Gracia           | Teacher                  | SHES        | 06/02/26    | Resignation |
| Keith             | Knecht           | Teacher                  | CHS         | 06/02/26    | Resignation |
| Amanda            | Maupin           | Teacher                  | EES         | 06/02/26    | Resignation |
| Megan             | Platt            | Teacher                  | DSPMS       | 08/04/26    | Resignation |
| Glorymer          | Rivera-Santiago  | School Social Worker     | BES         | 06/02/26    | Resignation |
| Stephanie         | Santillan        | Teacher                  | PMS         | 08/07/26    | Resignation |

**5. Administrative Transfers**

| <u>First Name</u> | <u>Last Name</u> | <u>From</u>                      | <u>To</u>                  | <u>Date</u> |
|-------------------|------------------|----------------------------------|----------------------------|-------------|
| Lauren            | Schumacher       | Assistant Principal, CK8         | Assistant Principal, DSPMS | 07/01/26    |
| Jodi              | Slone            | Assistant Director, Safe Schools | Assistant Principal, SHS   | 07/20/26    |
| Celisse           | DiPaolo          | Assistant Principal, SHS         | Principal, SHES            | 08/03/26    |

**6. Non-instructional and Professional/Technical/Supervisory Appointments**

| <u>First Name</u> | <u>Last Name</u> | <u>Position</u>                    | <u>Site</u>      | <u>Date</u> |
|-------------------|------------------|------------------------------------|------------------|-------------|
| Amanda            | Bigwood          | Supervisor                         | ESE              | 07/29/26    |
| Casey             | Farmer           | Paraprofessional II                | SES              | 08/10/26    |
| Yamil             | Figueroa         | Paraprofessional ESE               | SES              | 08/10/26    |
| Brittany          | Flowers          | Paraprofessional ISS               | PGES             | 08/10/26    |
| Abigail           | Gaines           | Paraprofessional II                | SES              | 08/10/26    |
| Tiffany           | Godfrey          | Paraprofessional Clinic            | Endeavor         | 08/10/26    |
| Sylvia            | Hasberry         | Food & Nutrition Associate         | Food & Nutrition | 08/10/26    |
| Kimberly          | Heath            | Food & Nutrition Associate         | Food & Nutrition | 08/10/26    |
| Marilyn           | Houser           | Food & Nutrition Associate         | Food & Nutrition | 08/10/26    |
| Matthew           | Impemba          | Computer Lab Manager               | Endeavor         | 08/04/26    |
| April             | Johnson          | Paraprofessional ESE               | PGES             | 08/10/26    |
| Jeannette         | Krohn            | Paraprofessional ESE One-on-One    | WWK8             | 08/10/26    |
| Lisa              | Lawhon           | Food & Nutrition Associate         | Food & Nutrition | 08/10/26    |
| Anthony           | Lombardo         | Environmental Services Tech I      | CK8              | 07/29/26    |
| Paris             | Madrey           | Food & Nutrition Associate         | Food & Nutrition | 08/10/26    |
| Jeffrey           | McDougal         | Paraprofessional ISS               | EES              | 08/10/26    |
| Ruthann           | Pavone           | Pre-Kindergarten Asst              | EES              | 08/04/26    |
| Pinero Jr.        | Jesus            | Paraprofessional - Vocational ESE  | CHS              | 08/10/26    |
| ClevAndre'        | Pope             | Lawn Turn Maintenance I            | Maintenance      | 07/27/26    |
| Crystal           | Ray              | Food & Nutrition Associate         | Food & Nutrition | 08/10/26    |
| Melissa           | Roulette         | Food & Nutrition Specialist        | Food & Nutrition | 08/04/26    |
| Sierra            | Sittig           | Secretary II                       | MES              | 08/04/26    |
| Jennifer          | Sumner           | Food & Nutrition Associate-Rover   | Food & Nutrition | 08/10/26    |
| Nyra              | Walter           | Paraprofessional ESE PreK Handicap | EES              | 08/10/26    |

**7. Non-instructional and Professional/Technical/Supervisory Transfers**

| <u>First Name</u> | <u>Last Name</u>  | <u>From</u>                                         | <u>To</u>                                                | <u>Date</u> |
|-------------------|-------------------|-----------------------------------------------------|----------------------------------------------------------|-------------|
| Cain              | Maria             | Employee Relations Specialist,<br>Business Services | Employee Relations<br>Specialist,<br>Communications & PR | 08/03/26    |
| Stephanie         | Carlsen           | Secretary II, CK8                                   | Paraprofessional ESE,<br>NCTHS                           | 08/10/26    |
| Michaela          | Danner            | Secretary II, NCTHS                                 | Bookkeeper, NCTHS                                        | 07/22/26    |
| Carol             | Fifer             | Paraprofessional ESE Title I, SES                   | School Health<br>Professional, SES                       | 08/04/26    |
| Heather           | Graham            | Secretary II, PMS                                   | Secretary II, NCTHS                                      | 08/04/26    |
| William           | Lindsey II        | Environmental Services Tech I (186/8)<br>WWK8       | Environmental<br>Services Tech I<br>(249/8) WWK8         | 07/28/26    |
| Louis             | Mobley            | Lawn Turf Maint I, Maintenance                      | Maint Helper, Maint.                                     | 07/27/26    |
| Kelvin            | Rodriguez Narvaez | Environmental Services Tech I, DES                  | Environmental<br>Services Tech I, EK8                    | 07/23/26    |

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

| <u>First Name</u> | <u>Last Name</u> | <u>Position</u>                 | <u>Site</u>      | <u>Date</u> | <u>Type</u>             |
|-------------------|------------------|---------------------------------|------------------|-------------|-------------------------|
| Clarissa          | Hirst            | Paraprofessional II Elem        | PGES             | 05/29/26    | Resignation             |
| Koreen            | Brown            | School Health Professional      | MES              | 05/29/26    | Resignation             |
| Lola              | Concepcion       | Food & Nutrition Associate      | Food & Nutrition | 05/26/26    | Resignation             |
| Rebecca           | Curtin           | Paraprofessional ESE One-on-One | WHMS             | 05/29/26    | Resignation             |
| Benjamin          | Davis            | Paraprofessional ESE One-on-One | NCTHS            | 05/29/26    | Resignation             |
| Ippokratis        | Geralis          | Bus Operator                    | Transportation   | 05/29/26    | Retirement              |
| Maria             | Grider           | Paraprofessional II ESOL        | FES              | 05/29/26    | Resignation             |
| Marilyn           | Houser           | Bus Operator                    | Transportation   | 05/29/26    | Resignation             |
| Matthew           | Impemba          | Computer Lab Manager            | Endeavor         | 08/06/26    | Probationary<br>Release |
| Jordan            | Johnson          | Environmental Svc Tech I        | SHS              | 08/20/26    | Resignation             |
| Tania             | Martinez Cabrera | Paraprofessional ESE            | CHS              | 05/29/26    | Retirement              |
| Ana               | Mena-Rocca       | Paraprofessional ISS            | BES              | 05/29/26    | Resignation             |
| Andrea            | Meyer            | Paraprofessional Clinic         | FCMS             | 08/21/26    | Resignation             |
| Kelli             | Norman           | Paraprofessional II Elem        | SHES             | 05/29/26    | Resignation             |
| Noelle            | Pappas           | Data Entry Operator             | WES              | 08/10/26    | Resignation             |

**9. Other****Additional Duty, and/or Additional Days/Hours**

| <u>Name</u>     | <u>Position - Site</u>                                     | <u>Activity</u>                                 | <u>Date</u> | <u>Total Hrs</u> | <u>Funding</u> |
|-----------------|------------------------------------------------------------|-------------------------------------------------|-------------|------------------|----------------|
| Pamela Barron   | Student & Families<br>in Transition<br>Specialist, Title I | Open House at DSPMS (SFIT Support)              | 08/06/26    | 2.5              | Title I        |
| Flor Gamez      | Certified School<br>Counselor, FES                         | Counselor Additional Summer Hours               | 6/3/2026    | 77.5             | General Fund   |
| Shone Jung      | Assessment, CK8                                            | 3rd Grade Summer Testing                        | 7/21/2026   | 5                | Reading        |
| Courtney        | Food & Nutrition<br>Associate, F/N                         | Summer Assistant                                | 6/1/2026    | 20               | Food Service   |
| Niblett         | Stu & Fam<br>Transition Spec<br>Title IX, Title I          | Title I Annual Meeting @ SHES (SFIT<br>Support) | 9/15/2026   | 2.5              | Title I        |
| Jeannie Barber  | Secretary II,<br>WWK8                                      | Web Master                                      | 8/4/2026    | 30               | General Fund   |
| Debbie Cooper   | Secretary II Conf.,<br>WES                                 | Web Master                                      | 7/1/2026    | 30               | General Fund   |
| Jocelyn Fischer | Teacher, EK8                                               | Web Master                                      | 8/4/2026    | 30               | General Fund   |
| Kristi Jernigan | Teacher, BES                                               | Web Master                                      | 8/4/2026    | 30               | General Fund   |
| Donna Loughra   | Secretary II, SHS                                          | Web Master                                      | 7/1/2026    | 30               | General Fund   |
| Lucille Mulry   | Secretary II, SES                                          | Web Master                                      | 7/1/2026    | 30               | General Fund   |
| Toni Pastore    | Secretary II, PMS                                          | Web Master                                      | 7/1/2026    | 30               | General Fund   |
| Jennifer Resto  | Teacher, CHS                                               | Web Master                                      | 8/4/2026    | 30               | General Fund   |
| Tina Vieira     | Teacher, NCTHS                                             | Web Master                                      | 8/4/2026    | 30               | General Fund   |



**Approve Teacher(s), Facilitated Lesson Planning (BES) - July (1 day) - 6 Total Hrs. (Title I)**

| <u>First Name</u> | <u>Last Name</u> |
|-------------------|------------------|
| Alicia            | Bailey           |
| Theresa           | Brown            |
| Sandy             | Capel            |
| Melinda           | Cook             |
| April             | Crisci           |
| Amanda            | Cunningham-Rud   |
| Simone            | Drake            |
| Patricia          | Gibson           |
| Sherri            | Hall             |
| Rachel            | Helm             |
| Bradford          | Huber            |
| Kristi            | Jernigan         |
| Brittany          | Johnson          |
| Jenna             | Lancaster        |
| Laura             | Long             |
| Nancy             | Lovelock         |
| Catherine         | Croll            |
| Erica             | Mobley           |
| Taylor            | Neblock          |
| Dana              | Palka            |
| Kathryn           | Puccio           |
| Brittany          | Schuler          |
| Hayley            | Trinque          |
| Margaret          | Tupinamba        |
| Michele           | Watson           |

**Approve Teacher(s), 6th Grade Extended Learning Program (FCMS) 7/27/26 (12 Hours Max) (Title I)**

| <u>First Name</u> | <u>Last Name</u> |
|-------------------|------------------|
| Sarah             | Bradburn         |
| Lisa              | Madden           |
| Lesli             | Post             |
| Jennifer          | Soccorso         |

**Approve Teacher(s), Title I Liaison Training 7/22/26 - (5 Hours Max) (Title I)**

| <u>First Name</u> | <u>Last Name</u> |      |
|-------------------|------------------|------|
| Jessica           | Brendlinger-Buse | WHMS |
| Ashley            | Garman           | SHES |
| Robin             | Kidd             | MES  |
| Betsy             | Pantley          | DES  |
| Angel             | Theodor          | PGES |
| Danielle          | Zammetti         | FCMS |

**Approve Teacher(s), Developing an IEP Through Coaching Perspective Training (ESE) 8/3/26 (8 Hours) (FDLRS)**

| <u>First Name</u> | <u>Last Name</u> |
|-------------------|------------------|
| Darlene           | Almodovar        |
| Sarah             | Beckett          |
| Amanda            | Bigwood          |
| Rachel            | Boat             |
| Leigh             | Dixon            |
| Lisa              | Evans            |
| Tiffany           | Fiore            |
| Janeen            | Goben            |
| Lizbeth           | Graff            |
| Amy               | Hall             |
| Jennifer          | Kelly            |
| Barbara           | Regan            |
| Andrea            | Savasta          |
| Stacey            | Smith            |
| Michelle          | Wilson           |

**Approve School Guardian(s), Training with the Hernando County Sheriffs Office (24 Hours Max) (Millage)**

| <u>First Name</u> | <u>Last Name</u> |                        |
|-------------------|------------------|------------------------|
| Miguel            | Caballero        | Office of Safe Schools |
| Shawn             | Freeman          | Office of Safe Schools |
| Lazaro            | Torres           | Office of Safe Schools |

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

| <u>First Name</u> | <u>Last Name</u> |
|-------------------|------------------|
| Qiang             | An               |
| Roseann           | Barile           |
| Michael           | Batton           |
| Regina            | Cooper           |
| Tina              | Deets            |
| Maxine            | Di Salvo         |
| Catheryn          | Enzweller        |
| Lisa              | Evans            |
| Laura             | Hill             |
| Barbarita         | Hinton           |
| Tiffany           | Hoblit           |
| Nancy             | McCarthy         |
| Justin            | Salas            |
| Riley             | Sapp             |
| Barbara           | Weiss            |
| Melissa           | Wright           |

**Approve In-District Trainers - New Teacher Orientation 7/27/26 (6 hours Max) (Title II)**

| <u>First Name</u> | <u>Last Name</u> |               |
|-------------------|------------------|---------------|
| Andrew            | Johnson          | Academic Svcs |
| Linda             | Lopez            | Academic Svcs |
| Michele           | Rittenberry      | Academic Svcs |

**10. Drop Program Participant(s)**

| <u>First Name</u> | <u>Last Name</u>  | <u>Position</u>  | <u>Site</u> | <u>Date</u> |
|-------------------|-------------------|------------------|-------------|-------------|
| Fivia             | Laffitte-Feinberg | Secretary II Sch | NCTHS       | 08/01/26    |
| Stacy             | Perkins           | Secretary II Sch | WWHS        | 08/01/26    |

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

|    |              |                   |
|----|--------------|-------------------|
| \$ | 955,499.99   | Instructional     |
| \$ | 77,909.45    | Noninstructional  |
| \$ | 1,033,409.44 | Sub-Total         |
| \$ | 231,897.08   | Benefits (22.44%) |
| \$ | 1,265,306.52 | Total             |

**Vacancies**

|                          |    |
|--------------------------|----|
| School Instructional     | 75 |
| Department Instructional | 12 |
| Non-Instructional        | 62 |



| NONINSTRUCTIONAL, PROFESSIONAL/TECHNICAL & ADMINISTRATIVE SUPPLEMENTS 2026-2027 |                        |                                              |              |
|---------------------------------------------------------------------------------|------------------------|----------------------------------------------|--------------|
|                                                                                 |                        | Board Action 8/25/2026                       |              |
|                                                                                 |                        |                                              |              |
| Bowden, Paola                                                                   | WWK8                   | School Health Prof CMA 25/26 (not submitted) | \$ 1,750.00  |
| Padilla, Kelly                                                                  | Superintendents Office | Translation 249/8                            | \$ 996.00    |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        | Total From Previous Agenda 8/11/2026         | \$ 75,163.45 |
|                                                                                 |                        | Total Noninstructional/PTS/Adm. Supplements  | \$ 77,909.45 |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |
|                                                                                 |                        |                                              |              |



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 5. 27-3983**

8/25/2026

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**Title and Board Action Requested**

Approval of the Memorandum of Agreement (MOA) Between the University of Florida Board of Trustees, on Behalf of the University of Florida Lastinger Center for Learning, and the School Board of Hernando County for Participation in the Florida Tutoring Advantage (FTA) Program for the Period of July 1, 2026 - August 31, 2027

**Executive Summary**

The Director of Secondary Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the MOA between the University of Florida Board of Trustees, on behalf of the University of Florida Lastinger Center for Learning, and the School Board of Hernando County for participation in the Florida Tutoring Advantage (FTA) Program for the periods of July 1, 2026 - August 31, 2027.

The Florida Tutoring Advantage (FTA) is a statewide initiative administered by the University of Florida Lastinger Center for Learning to provide evidence-based academic interventions aligned to Florida's Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards. Through this Memorandum of Agreement, Hernando County Schools will have the opportunity to participate in state-supported tutoring and instructional support services for eligible students. The agreement includes access to in-person tutoring for qualifying kindergarten through grade five students in reading and mathematics, as well as Artificial Intelligence-enhanced instructional supports through Khanmigo for students in grades 6-12.

The Memorandum of Agreement establishes the roles and responsibilities of the University and the District regarding program implementation, student eligibility, data sharing, and continuous improvement. Participation will provide additional instructional resources to accelerate student achievement while supporting the District's academic priorities. The agreement does not create a direct contractual relationship between the District and the service providers and it also does not create a financial obligation to the District, as services are provided through the University's statewide program.

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**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

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goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

## Agreement

This Memorandum of Agreement ("MOA") is entered into as of **1st day of July 2026**, by and between the University of Florida Board of Trustees, on behalf of and for the benefit of the University of Florida Lastinger Center for Learning ("University"), and Hernando School District ("District"), collectively referred to as the "Parties."

### Section 1: Purpose, Partnership Structure, and Term

The Florida Tutoring Advantage ("FTA") is administered by the University to provide evidence-based instructional interventions designed to improve student academic outcomes aligned with the Florida Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards.

The University has entered a separate outcomes based contract with a high-impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support Vendor ("Vendor") to deliver services as outlined below:

| Vendor                                                        | Service Area                                                                                                                                                                                                                                                                                                                                                                                      | Service Limit                                                                                    |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| As determined by UNIVERSITY based on availability and funding | <input checked="" type="checkbox"/> Option 1: Partner Provided In-Person Tutoring: Reading and/or Math K-5<br><input type="checkbox"/> Option 2: Partner Provided Virtual Tutoring: Reading and/or Math K-5<br><input type="checkbox"/> Option 3: Partner Provided Automated Software: Reading and/or Math K-5<br><input type="checkbox"/> Option 4: District Provided In-Person Tutoring Support | As determined by UNIVERSITY based on availability and funding                                    |
| Khan Academy                                                  | <input checked="" type="checkbox"/> Option 5: Artificial Intelligence (AI) Enhanced Supports with Khanmigo, 6-12                                                                                                                                                                                                                                                                                  | To be determined based on collaboration with Khan Academy and within limits of available funding |

Vendor and District do not have a direct contractual relationship under this Contract. While a District may choose to require a separate agreement with the Vendor to allow services to be delivered within the District, the contractual agreement for responsibilities described herein is between the District and the University.

This MOA establishes the structure, roles, responsibilities, program scope, implementation conditions, and mutual accountability mechanisms governing the District's participation in FTA.

*Partnership Structure:*

- The University serves as the intermediary responsible for coordinating implementation, facilitating support, ensuring data integrity, and administering program participation.
- The District's participation enables eligible students to access high-impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support services.
- The Vendor delivers high-impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support services under a separate contract with the University and may have a direct contractual relationship with the District.

**1.1 Program Term**

- This MOA shall be effective from July 1, 2026, through August 31, 2027, unless terminated earlier in accordance with Section 11.

**Section 2: Background and Partnership Purpose**

FTA was established pursuant to Florida Statute 1008.366, Florida Statute 1002.321, and HB 1361 (2024) to address persistent gaps in student academic achievement through access to evidence-based instructional interventions.

Analysis of student performance data indicates that certain students require additional instructional support to achieve proficiency aligned with B.E.S.T. Standards. Through this partnership, the District will provide eligible students access to high impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support designed to accelerate academic growth.

The Parties enter this MOA to define implementation conditions and ensure coordinated support for student success.

**Section 3: Definitions**

For purposes of this MOA, the following terms shall have the meanings set forth below:

**Attendance:** Physical or virtual presence at scheduled tutoring sessions, measured as percentage of scheduled sessions attended. Minimum threshold: 70% attendance over the duration of the contract.

**Automated Software/Artificial-Intelligence Enhanced Support:** A technology-enabled instructional platform delivering adaptive, standards-aligned academic content directly to students and tracking student engagement and progress.



**Campus Coordinator:** District-designated staff member at each participating school responsible for day-to-day tutoring implementation and liaison functions, including scheduling, student attendance support, and communication with the Vendor's Lead Tutor and/or Client Success Manager.

**Client Success Manager:** Vendor-designated staff member responsible for coordinating implementation support, platform onboarding, data monitoring, professional learning, and ongoing technical and operational assistance for automated software or AI-enhanced instructional services, and for serving as the primary liaison to District and University implementation teams.

**Dosage:** The recommended quantity, frequency, duration, and quality of high impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support intervention as derived from research and specified in Section 4.4. Must be observable, measurable, and easily trackable.

**Eligible Students:** Students identified by the District in accordance with FTA eligibility criteria established under Florida Statutes 1008.25, 1002.321, and program-specific requirements.

**Florida Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards:** Academic standards for English Language Arts (ELA) and Mathematics in Florida's K-12 education system, established by the Florida Department of Education (FDOE).

**Florida Tutoring Advantage (FTA):** The statewide instructional intervention program administered by the University pursuant to Florida law.

**Guidance and Agreement for Data Harmony, Responsibility, Retention, and Sharing (GADRRS) Data Sharing Agreement:** The data sharing agreement between University and District governing student data privacy, security, and usage.

**High-Impact Tutoring:** Evidence-based tutoring characterized by consistent, frequent sessions (minimum 3x/week), appropriate group sizes (1:1 to 4:1), tutor consistency (same tutor ≥80% of sessions), and alignment with classroom instruction.

**Implementation Success Plan (ISP):** A documented plan outlining implementation milestones, roles, responsibilities, supports, and timelines necessary for successful program implementation, developed by the Vendor and facilitated by the University.

**Lead Tutor/Tutoring Coordinator:** Vendor-designated staff member responsible for overseeing tutor quality, managing schedules, monitoring implementation, and serving as liaison to Campus Coordinators.

**Metric:** How the outcome or dosage is measured (the actual data point)

**Minimum Service Requirements:** The minimum implementation conditions necessary to enable effective delivery of services, as specified in the Vendor contract.

**Mutual Accountability:** The shared responsibility of the University, Vendor, and District to fulfill their respective roles to support student access and program implementation.

**Outcome:** A defined measure of student academic growth as determined using approved assessment instruments.

**(Data) Privacy:** The secure collection, use, and maintenance of personally identifiable student data, in compliance with all applicable federal and state laws, including FERPA, HIPAA, and COPPA, for the purpose of supporting student learning and improving educator practice.

**Payment Outcomes:** Student achievement results (e.g., growth on state assessments, proficiency gains) that determine Vendor contingent outcome payments as specified in the Vendor contract.

**Process Outcomes:** Intermediate indicators of implementation quality and student engagement (e.g., attendance rates, tutor consistency, dosage delivered, session completion) used primarily for continuous improvement and real-time program adjustments.

**Vendor:** A third-party entity contracted by the University to deliver high-impact tutoring, automated software, and/or artificial intelligence-enhanced instructional supports under the Florida Tutoring Advantage. The Vendor is not a party to this MOA.

## Section 4: Program Scope

### 4.1 Program Enrollment and Student Eligibility

The District shall participate in the Florida Tutoring Advantage (FTA) to support eligible students through access to high-impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support. Student eligibility shall be determined by the District in accordance with applicable Florida Statutes and program-specific requirements, as outlined below.

#### *A. Kindergarten Through Grade 5 (Reading and Mathematics)*

High-impact tutoring and/or automated software may be provided to students enrolled in kindergarten through grade 5 in a public school who are identified by the District as having a substantial deficiency in reading or mathematics, in accordance with Section 1008.25, Florida Statutes. The District shall be responsible for identifying eligible students and ensuring alignment with statutory eligibility criteria.

#### *B. Grades 6 Through 12 (Artificial Intelligence-Enhanced Supports)*

Automated, artificial intelligence-enhanced instructional supports may be provided to students enrolled in grades 6 through 12 who would benefit from additional learning support, as defined in Section 1002.321, Florida Statutes, as determined by the District. Eligibility determinations shall be made by the District based on student need and program alignment.



## 4.2 Program Delivery

High-impact tutoring shall be delivered face-to-face, virtually, and/or hybrid through the Vendor's tutoring program, with tutoring sessions scheduled by the District during the instructional day.

The automated software and Artificial Intelligence Enhanced Support shall be delivered directly to students through the Vendor's platform, with access enabled by the District. Services will be provided during the instructional day as determined by the District and specified in the Implementation Success Plan.

## 4.3 Dosage Requirements

### 4.3.1 High Impact Tutoring Dosage Requirements (*Kindergarten Through Grade 5*)

Based on Vendor efficacy research and aligned with the Vendor contract, high-impact tutoring shall meet the following dosage parameters to support achievement of target outcomes:

#### *Prescribed Quantity & Frequency:*

- Students will receive a minimum of 3 tutoring sessions per week,
- Minimum of 75-90 minutes of tutoring per week, appropriate to grade
- Tutoring will occur a minimum 3 times per week
- Tutoring will occur during officially scheduled instructional time, defined as the bell-to-bell school day and excluding non-instructional periods such as lunch, before-school, and after-school. Time. Tutoring at least 10 consecutive weeks per implementation cycle
- Sessions will follow a structured instructional arc aligned to grade-level B.E.S.T. Standards and student needs

#### *Delivery, Group Size, and Tutor Consistency:*

- Tutoring will be delivered face-to-face, virtually, and/or hybrid based on the Vendor's model
- Tutoring will be delivered in no more than 4:1 student-to-tutor groupings depending on the Vendor's model and appropriate grade level of students
- Students will be assigned a consistent tutor for at least 80% of sessions
- Tutor substitutions should be minimized and documented when necessary

#### *Engagement and Instructional Quality:*

- Students must demonstrate meaningful participation in tutoring sessions
- Minimum 70% session attendance rate
- Active participation in instructional tasks during sessions
- Completion of assigned practice aligned to session objectives
- Ongoing formative assessment and instructional adjustment by the tutor

These parameters are necessary to support achievement of the target outcomes outlined in Section 5. The Vendor is responsible for delivering tutoring that meets these parameters; the District is responsible for scheduling tutoring during instructional time and supporting student attendance.

#### 4.3.2 Automated Software Dosage Requirements (*Kindergarten Through Grade 5*)

Based on Vendor efficacy research and aligned with the Vendor contract, the automated software intervention shall meet the following dosage parameters to support achievement of target outcomes:

- Quantity: Students will meet the minimum requirements of the Vendor for minutes per week, sessions per week, and/or percentage of engagement or assignments completed.
- Schedule: Students will use software for planned learning support during officially scheduled instructional time, defined as the bell-to-bell school day and excluding non-instructional periods such as lunch, before-school, and after-school.  
Implementation Period: Software will be utilized for a planned implementation period of no less than 10 weeks per semester.

#### 4.3.3 Artificial Intelligence Enhanced Support Dosage Requirements (*Grades 6 Through 12*)

Based on Vendor efficacy research and aligned with the Vendor contract, the Artificial Intelligence Enhance Support shall meet the following dosage parameters to support achievement of target outcomes:

- Prescribed Quantity: Students will engage in 5 Khanmigo interactions within 4 weeks of platform establishment and continue to do so every 4 weeks
- Structured Frequency: Students will engage with Khanmigo for a minimum of 30 to 60 minutes per week

### **Section 5: Mutual Accountability**

Outcomes based agreements require increased collaboration, and a strong partnership between the University, the Vendor, and participating Districts is essential to student success. The University and the District agree to be held mutually accountable for fulfilling their respective roles and responsibilities to enable effective implementation and achieve the intended student outcomes under the Florida Tutoring Advantage.

This MOA governs the District's participation in high-impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support intervention delivered by a Vendor under a separate agreement with the University. Because the Vendor may or may not have a direct contractual relationship with participating Districts, the University serves as the intermediary responsible for coordination, attribution, and remediation.



## 5.1 Vendor Responsibilities (Informational Only)

The following Vendor responsibilities are included for transparency and alignment purposes only. The Vendor is *not* a party to this MOA, and the District has no authority to enforce Vendor obligations. All Vendor responsibilities are governed by a separate agreement between the University and the Vendor.

### Vendor Responsibilities (Informational Only)

#### A. Service Delivery and Instructional Quality

The Vendor shall deliver high-impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support interventions consistent with research-based standards and contractual requirements. Responsibilities include:

Automated Service/Artificial Intelligence Enhanced:

- Ensuring the automated software platform is **available, accessible, and fully operational during agreed instructional hours**
- Maintaining **system uptime** and platform performance consistent with contractual requirements
- Providing **secure user authentication and access** for authorized students and educators
- Configuring the platform to support **prescribed dosage requirements**, adaptive instructional pathways, and content progression

High-Impact Tutoring:

- Delivering tutoring services that meet required **frequency, duration, group size, and total instructional hours** as outlined in Section 4.4 and the Implementation Success Plan
- Ensuring **tutor consistency** in accordance with contract thresholds (minimum 80% of sessions with the same tutor)
- Making reasonable, good faith efforts to **reschedule sessions missed due to Vendor controlled factors**

#### B. Staffing, Scheduling Coordination, and Data Reporting

The Vendor shall support effective implementation through staffing, coordination, and data integrity, including:

High-Impact Tutoring:

- Employing tutors who meet all applicable **background check, credentialing, and training requirements**
- Ensuring tutors complete required **professional learning** prior to and during service delivery
- Maintaining adequate staffing levels and **promptly replacing tutors** in the event of turnover

- Accurately tracking and reporting **attendance, session completion, dosage, tutor assignment, and student progress**

Both:

- Coordinating session delivery in alignment with **District schedules and approved instructional windows**
- Providing **accurate, timely, and complete data** required for monitoring, continuous improvement, and payment determinations
- Validating all data prior to submission

### C. Implementation Support, Data Privacy, and Student Safety

The Vendor shall ensure implementation readiness, data protection, and student safety by:

- Developing, maintaining, and executing the **Implementation Success Plan**, including milestones, professional learning, assigned support personnel, and continuous improvement activities
- Delivering required implementation supports, including **Campus Coordinator training, Lead Tutor and/or Client Success Manager support, office hours, and participation in continuous improvement activities**
- Complying with all applicable **data privacy, security, and student safety requirements**
- Maintaining **industry standard safeguards**, encryption, and access controls
- Promptly notifying the University of any **suspected or confirmed data incident or safety concern**

### 5.2 District Responsibilities and Remedies

Student Access, Platform Enablement, and Scheduling Support

*Responsibilities:*

- **Identify and roster eligible students** in accordance with program eligibility criteria and established timelines
- **Ensure students have appropriate access** to required devices, credentials, connectivity, and technology systems necessary to participate in platform-based services
- **Schedule and support student access** to tutoring sessions, the automated software platform and/or the Artificial Intelligence Enhanced platform during agreed instructional windows within the school day
- **Provide appropriate space and/or technology access** to support in-person, virtual, or platform-based service delivery
- **Support student attendance and participation**, including monitoring access barriers and facilitating timely resolution
- **Communicate participation expectations** to students, families, and relevant school and District staff



*Remedies:*

- **Problem-Solving Meeting:** The University will convene a meeting within five (5) business days of documented access or scheduling barriers to diagnose issues and identify solutions
- **Corrective Action Plan:** Should the District be unable to resolve access or scheduling barriers following the problem-solving meeting, the University may document required District actions, responsible parties, and completion timelines
- **Schedule Adjustments:** The University may work with the District and Vendor to modify tutoring schedules to address persistent barriers
- **Roster Adjustments:** Students unable to access tutoring and/or platform due to unresolved District-level barriers may be removed or substituted to ensure programmatic integrity
- **Programmatic Adjustment:** Persistent access or scheduling barriers that materially impede implementation may result in reduced participation or modification of implementation scope

B. Implementation Support and Campus Coordinator Designation

*Responsibilities:*

- Designate a Campus Coordinator at each participating school site to serve as the primary point of contact for tutoring and/or software implementation
- Ensure Campus Coordinators have adequate time, authority, and capacity to fulfill coordination responsibilities
- Support Campus Coordinator participation in required professional learning and implementation meetings
- Facilitate communication between Campus Coordinators, school leadership, teachers, and the Vendor's Lead Tutor and/or Client Success Manager

Campus Coordinator responsibilities include:

- Coordinating tutoring schedules with the Vendor's Lead Tutor and/or Client Success Manager
- Monitoring student attendance and supporting attendance interventions
- Facilitating site access for tutors and technology access for virtual tutoring, automated software and/or Artificial Intelligence Enhanced
- Communicating implementation updates, barriers, and schedule changes
- Participating in implementation check-ins and continuous improvement meetings

*Remedies:*

- **Implementation Review:** Should the District be unable to designate or support Campus Coordinators, the University will assess the impact of coordination barriers on tutoring implementation and student outcomes
- **Implementation Support Escalation:** The University may provide additional coordination support or modify coordination expectations to address capacity constraints

- **Program Adjustments:** The University may modify implementation timelines, participation structures, or scope at specific school sites to address coordination challenges
- **Participation Adjustment:** Persistent coordination failures that materially impede implementation may result in reduced participation, seat reduction, or suspension of tutoring at affected school sites

#### C. Implementation Success Plan Participation

##### *Responsibilities:*

- Ensure Campus Coordinators participate in onboarding sessions, professional learning activities, and implementation support provided by the Vendor
- Support District leadership participation in strategic planning and continuous improvement activities as appropriate
- Engage in continuous improvement activities, including data review meetings and collaborative problem-solving sessions
- Support the implementation of recommendations and adjustments identified through the continuous improvement process

##### *Remedies:*

- **Corrective Action Plan:** Should the District be unable to participate in Implementation Success Plan activities, the University may document required participation, responsible parties, and timelines to restore engagement
- **Implementation Timeline or Scope Adjustment:** The University may modify program timelines or participation scope to align with District capacity and engagement levels
- **Seat Reduction:** Persistent failure to participate in implementation support and continuous improvement activities may result in reduced participation or reallocation of student seats
- **Future Eligibility Determination:** Sustained nonparticipation that materially undermines implementation effectiveness may result in the District being determined ineligible for continued or future participation in the Florida Tutoring Advantage

#### D. Data Sharing and Assessments

##### *Responsibilities:*

- Share required student data in accordance with executed data-sharing agreements and applicable law
- Ensure timely completion of required assessments used for outcome measurement
- Maintain accurate student roster information and communicate enrollment changes promptly
- Coordinate with the University to resolve data access or compliance issues
- Support data validation processes to ensure accuracy and completeness



*Remedies:*

- **Data Access Meeting:** The University will convene a meeting within five (5) business days of identifying data-related barriers to diagnose issues and identify solutions
- **Technical or Legal Review:** The University will facilitate technical assistance or legal review to resolve data sharing or assessment administration barriers
- **Attribution Adjustment:** Students lacking required data due to unresolved District-level barriers may be excluded from outcome analyses to ensure fair attribution

## E. Appropriate Tutoring Environment

*Responsibilities:*

- Ensure tutoring spaces meet safety and accessibility requirements
- Provide an appropriate tutoring environment, including space that is free from excessive noise, traffic, distractions, and interruptions; adequate room to support more than one student when necessary; and conditions that ensure student safety during in person, virtual, or automated tutoring services.
- Provide trained facilitation support to connect students to virtual and automated tutoring services efficiently, assist with technology access, monitor student safety and engagement, and communicate feedback to support continuous improvement of tutoring delivery.
- Comply with District policies regarding visitor access, background checks (as applicable), and supervision
- Coordinate promptly with the University and Vendor to address any safety concerns
- Support implementation of safety protocols for virtual tutoring (if applicable)

*Remedies:*

- **Required Corrective Actions:** Should the District be unable to maintain appropriate tutoring environments, the University will require specific corrective actions with documented timelines
- **Implementation Adjustment:** Concerns may require temporary modification of tutoring locations, formats, or schedules
- **Participation Suspension:** Material violations may result in temporary suspension of tutoring at affected sites until requirements are met

## F. Data Privacy and Security

*Responsibilities:*

- Comply with all data-sharing agreements and applicable federal and state data privacy laws
- Ensure secure handling of student data within District systems and processes
- Coordinate promptly with the University to address any data privacy or security concerns

*Remedies:*

- **Required Corrective Actions:** Should the District be unable to maintain data privacy or security compliance, the University will require specific corrective actions with documented timelines
- **Participation Suspension:** Material violations of data privacy or security requirements may result in temporary suspension of participation until compliance is restored

### 5.3 University Responsibilities

The University is responsible for:

- Serving as the primary intermediary between the District and the Vendor
- Monitoring compliance with this MOA and the related Vendor contract
- Facilitating implementation support, problem-solving meetings, and corrective action processes
- Convening data access meetings, implementation reviews, and continuous improvement sessions
- Making fair, documented attribution determinations based on each party's reasonable control over implementation factors
- Determining eligibility for continued participation in the Florida Tutoring Advantage
- Administering participation decisions, including seat reductions, program adjustments, and future eligibility determinations in accordance with this MOA

### 5.4 Fair Attribution Principles

Fair attribution ensures that each party is accountable only for factors within its reasonable control:

- The Vendor shall not be penalized for failure to achieve outcomes when documented District-level barriers materially prevent tutoring and/or platform access, attendance and/or usage, or valid participation
- The District acknowledges responsibility for enabling implementation through timely rostering, scheduling, access enablement, Campus Coordinator support, student attendance facilitation, data sharing, and participation in implementation support activities
- Students impacted by District-level barriers may be excluded from outcome calculations to ensure the Vendor is evaluated fairly based on factors within its control
- Attribution determinations shall be made by the University based on documented evidence of barriers, collaborative remedy efforts, and each party's fulfillment of responsibilities under their respective agreements

### 5.5 District-Level Barriers and Programmatic Remedies

If the District fails to fulfill its responsibilities under this MOA and such failure materially impedes implementation or outcome measurement, the University shall apply graduated, programmatic remedies following good faith efforts to resolve barriers through collaborative problem-solving.



### *Progressive Escalation Framework*

The University will follow this progressive escalation approach:

- **Problem-Solving Meeting:** Initial collaborative meeting within five (5) business days to diagnose barriers and identify solutions
- **Corrective Action Plan:** If barriers persist following problem-solving efforts, the University documents required actions, responsible parties, and timelines for resolution
- **Programmatic Adjustments:** If corrective actions are not implemented or barriers continue, the University may implement:
  - Reduction or reallocation of student seats
  - Modification or suspension of services at specific school sites
  - Adjustment of participation timelines or implementation scope
- **Future Eligibility Determination:** For sustained material noncompliance that persists after exhaustion of all remedies, the University may determine that the District is no longer eligible for continued or future participation in the Florida Tutoring Advantage

All determinations under this Section shall be made by the University, documented with supporting evidence, and communicated to the District in writing.

### **5.6 No Financial Obligation**

Participation in the Florida Tutoring Advantage does not create any financial obligation for the District. All remedies under this MOA are programmatic and prospective in nature. No monetary penalties, damages, or financial remedies shall be assessed against the District under this MOA.

### **5.7 No Third-Party Beneficiary**

Nothing in this MOA shall be construed to create rights, remedies, or obligations for any party not signatory to this Agreement. The Vendor is not a third-party beneficiary to this MOA. Vendor responsibilities are referenced solely for transparency, coordination, and fair attribution purposes.

## **Section 6: Continuous Improvement**

Continuous improvement workgroups will use data to measure impact and support informed, collaborative, and transparent decision-making by and between the University, Vendor, and District. The University will facilitate regular continuous improvement meetings to discuss program implementation, progress on payment and process outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve program goals.

In service of this partnership, the University and District will engage in collaboration and problem-solving to more successfully achieve student outcomes. This includes regular data review and continuous improvement meetings that incorporate:

- Discussion of program implementation
- Review of process outcome data and progress toward achieving payment outcomes
- Exploring challenges related to student attendance, scheduling, platform usage, engagement and access
- Informed, collaborative, and transparent decision-making
- Mutual problem-solving to achieve program goals

The University expects and requires the District to ensure the District's participants in continuous improvement discussions are at the proper role and level in the organization to act upon findings expeditiously. The District can expect and require the same of the University.

### **6.1 Continuous Improvement Meeting Structure**

The Vendor's agreement with the University establishes a three-tier continuous improvement meeting structure involving University Data Review Meetings, University-Vendor Meetings, and District Data Review Meetings.

The District will participate in District Data Review Meetings as outlined below.

#### *Purpose:*

- Support District's understanding of implementation progress and data trends
- Review process outcome metrics as applicable (i.e. dosage delivery, student engagement/attendance, etc.)
- Identify best practices, challenges, and changes needed to support implementation
- Elevate challenges and align on necessary changes at District and school levels
- Follow up on action items from previous meetings

#### *Participants:*

- University implementation team (as appropriate)
- Vendor Client Success Manager or similar (required)
- Vendor relevant support staff (as appropriate)
- District implementation lead (required)
- Campus Coordinators (as appropriate)
- Additional District staff (as appropriate)

#### *Meeting Frequency:*

- To be determined based on implementation needs (e.g., monthly)

### **6.2 Relationship to Mutual Accountability**

The University will prioritize continuous improvement processes to address implementation challenges and barriers. Should continuous improvement efforts fail to resolve persistent issues, the University may invoke the mutual accountability mechanisms outlined in Section 7.2 of this MOA.



Participation in continuous improvement is a District responsibility under Section 7.2.C. Persistent failure to participate or implement agreed-upon action items may trigger formal remedies as specified in the Mutual Accountability framework.

### **Section 7: Implementation Timeline [HIT and/or AS]**

The following projected timeline outlines key implementation milestones and responsible parties to support coordinated program implementation.

| <b>Implementation Phase</b>     | <b>Timeframe</b>              | <b>Activities</b>                                                                                                                                    | <b>Responsible Party</b>                      |
|---------------------------------|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Initial Coordination            | E.g., July 2026               | Initial kickoff meeting; GADRRS Agreement execution; ISP review                                                                                      | University, District                          |
| District Preparation            | E.g., August 2026             | Campus Coordinator designation; School site scheduling; Space/technology preparation; Family communications; Baseline assessment administration      | District (per MOA), coordinated by University |
| Student Rostering               | E.g., August - September 2026 | Student identification and rostering; Schedule finalization; Communications to families and teachers; Platform access setup; Credential distribution | District, Vendor, University coordination     |
| Vendor Onboarding               | E.g., August - September 2026 | Campus Coordinator training; Vendor site visits; Technology/space setup; Tutor onboarding                                                            | Vendor, District, University coordination     |
| Tutoring Launch/Software Launch | E.g., September 2026          | Tutoring cycle begins/ Platform access begins; Attendance monitoring and dosage                                                                      | Vendor, District, University coordination     |

|                             |                               |                                                                                                                   |                                            |
|-----------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
|                             |                               | monitoring; Implementation check-ins                                                                              |                                            |
| Continuous Improvement      | E.g., October - November 2026 | Monthly continuous improvement meetings; Mid-cycle check-ins; Attendance and dosage monitoring                    | All Parties                                |
| Fall Assessment             | E.g., December 2026           | FAST assessment administration; Tutoring cycle concludes; Data validation and review; Outcome calculations        | District assessment, University validation |
| Spring Implementation       | E.g., January - April 2027    | Implementation continues; Rostering adjustments (as needed); Continuous improvement meetings; Progress monitoring | Vendor, District, University coordination  |
| Spring Assessment           | E.g., April - May 2027        | Implementation concludes; Spring state assessment; Final data collection                                          | District assessment, Vendor data           |
| Final Outcome Determination | E.g., June 2027               | Final Outcome calculation; Attribution determination; Payment processing (University-Provider only)               | University                                 |

**Note:** Implementation cycles exclude district/state testing windows and holidays. Specific dates and milestones will be detailed in Appendix A and the Implementation Success Plan. The University will coordinate all phases and facilitate communication among all parties.

## **Section 8: Data Sharing and Privacy**

### **8.1 GADRRS Agreement**

The District shall execute and comply with the Guidance and Agreement for Data Harmony, Responsibility, Retention and Sharing Agreement (GADRRS) governing the secure transfer and use of student data between the University and District.

### **8.2 Required District Data**

The District shall provide the following data to the University in accordance with the GADRRS Agreement and applicable timelines:

- Student roster information (demographic data, grade levels, eligibility status)
- Florida Assessment of Student Thinking (FAST) assessment data (PM1, PM2, PM3 as applicable)
- Student enrollment and participation status updates
- Student schedule information for tutoring coordination and/or platform usage
- Other data as specified in the Implementation Success Plan

### **8.3 Data Privacy and Security**

The District shall:

- Comply with all applicable federal and state data privacy laws, including the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and Florida Statutes governing student data privacy
- Ensure secure handling of student data within District systems and processes
- Maintain appropriate technical, physical, and administrative safeguards to protect student data
- Coordinate promptly with the University to address any data privacy or security concerns
- Report any suspected or confirmed data breach or security incident to the University within twenty-four (24) hours of discovery

### **8.4 Data Validation**

The District shall support the University's data validation processes to ensure accuracy and completeness of assessment data used for outcome determination and attribution decisions. This includes:

- Verifying accuracy of student roster information
- Confirming timely assessment administration in accordance with state requirements
- Responding to University requests for data clarification or correction within established timeframes
- Participating in data reconciliation meetings as needed



## 8.5 Data Use and Retention

Student data shall be used solely for the purposes outlined in this MOA and the GADRRS Agreement, including:

- Program implementation and coordination
- Monitoring of process outcomes and implementation fidelity
- Calculation of payment outcomes and attribution determinations
- Continuous improvement and program evaluation
- Reporting to the Florida Legislature as required by HB 1361

Data retention and destruction shall be governed by the GADRRS Agreement and applicable Florida law.

## Section 9: Termination

**9.1 Termination.** Either Party may terminate this Agreement upon sixty (60) days' prior written notice to the other.

**9.2 Termination for Breach.** If either Party commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days after receipt of written notice from the other Party, the Party giving notice may terminate this Agreement by written notice to the other Party, effective upon receipt.

**9.3 Surviving Terms.** Expiration or termination of this Agreement by either Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination.

## Section 10: Legal Provisions

### 10.1 Governing Law and Venue

This MOA shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions. Any legal action or proceeding arising under or relating to this MOA shall be brought exclusively in the state or federal courts located in Alachua County, Florida, and the parties consent to the jurisdiction of such courts.

### 10.2 Compliance with Florida Law

All parties acknowledge that this partnership operates under Florida Statute 1008.366, Florida Statute 1002.321, and HB 1361 (2024). Compliance with these statutes and all other applicable Florida laws and regulations is mandatory. In the event of any conflict between the provisions of this MOA and applicable Florida law, Florida law shall govern.

### 10.3 Legislative Reporting

The University shall fulfill all legislative reporting requirements to the Florida Legislature as mandated by HB 1361 and applicable statutes. The District shall provide data and information

necessary to support such reporting in accordance with the timelines specified by the University.

#### **10.4 Entire Agreement**

This MOA, together with the GADRRS Agreement and all Appendices referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

#### **10.5 Amendments**

This MOA may be amended only by written agreement signed by authorized representatives of both parties. Proposed amendments should be submitted in writing and shall become effective only upon execution by both parties.

Certain minor administrative changes may be made without formal amendment, including:

- Updates to contact information
- Adjustments to meeting schedules or formats
- Clarifications to existing provisions that do not alter substantive rights or obligations

Any changes to program scope, participation numbers, responsibilities, or termination provisions require formal written amendment.

#### **10.6 Severability**

If any provision of this MOA is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or if such modification is not possible, such provision shall be severed from this MOA. The validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.

#### **10.7 Sovereign Immunity**

Nothing in this MOA shall be construed as a waiver of sovereign immunity by the University of Florida or the State of Florida, or by the District to the extent such immunity is applicable. No provision of this MOA shall be interpreted to subject either party to liability beyond that provided by Florida law.

#### **10.8 Assignment**

Neither party may assign, transfer, or delegate its rights or obligations under this MOA without the prior written consent of the other party, except that the University may assign this MOA to another entity within the University of Florida system without consent, and the District may assign this MOA to a successor district in the event of consolidation or

reorganization, provided that written notice is given to the other party within thirty (30) days of such assignment.

#### **10.9 Independent Parties**

The parties are independent entities and nothing in this MOA shall be construed to create an employment relationship, partnership, joint venture, or agency relationship between the parties. Neither party has authority to bind the other party or to incur any obligation on behalf of the other party.

#### **10.10 Notices**

All notices, requests, demands, and other communications required or permitted under this MOA shall be in writing and shall be deemed to have been duly given when delivered in person, sent by certified or registered mail (return receipt requested), or sent by overnight courier service to the addresses set forth on the signature page of this MOA, or to such other address as either party may designate by written notice to the other party.

#### **10.11 Force Majeure**

Neither party shall be liable for any failure or delay in performing its obligations under this MOA to the extent such failure or delay is caused by events beyond the reasonable control of that party, including but not limited to acts of God, natural disasters, pandemics, acts of terrorism, war, civil unrest, or government-mandated closures. In the event of force majeure, the affected party shall:

- Notify the other party promptly of the force majeure event
- Make reasonable efforts to mitigate the effects of the force majeure event
- Resume performance as soon as reasonably practicable

If a force majeure event continues for more than sixty (60) days, the parties shall meet to negotiate appropriate adjustments to this MOA, which may include temporary suspension of services, modification of timelines, or other accommodations necessary to support program continuity.

#### **10.12 Counterparts**

This MOA may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.



### Section 11: Appendix A

As noted in **Section 5: Mutual Accountability**, the District is responsible for completing the Implementation Success Plan prior to the start of services. Districts will access the Implementation Success Plan(s) using the standardized templates provided in the Florida Tutoring Advantage District Toolkit.

The plan may include the following elements: Program goals, milestones, and timelines

- Establishing contacts and protocols for the vendor relationship
- Establishing role-specific responsibilities for overall success of the program including district and school level oversight, technical and data support, and supervision and safety of student participants. A plan for gaining buy-in with stakeholders including teachers, students, and families. Once the Implementation Success Plan(s) is/are approved, they will be shared amongst all participating district staff and the Florida Tutoring Advantage and used to guide successful implementation.

Section 12: Signature Page

By signing below, authorized representatives of the University and District acknowledge that they have read, understood, and agree to be bound by all terms and conditions of this Memorandum of Agreement.

University of Florida Lastinger Center for Learning

Signature: Joseph Glover

Name: Joseph Glover

Title: Interim Provost

Date: 7/24/2026 | 9:51 AM EDT

Address for Notices:  
University of Florida Lastinger Center for Learning  
Norman Hall Addition  
618 SW 12th Street, Suite 0711  
Gainesville, FL 32601

Hernando School District

Signature: \_\_\_\_\_

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

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

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

Kelly A. Pogue  
Approved as to Form  
by WSH Attorney  
08/04/2026 07:48 am

Address for Notices:  
919 North Broad Street  
Brooksville, FL 34601



### Certificate Of Completion

Envelope Id: F34C2698-C1A6-835E-81BA-60CE14ECFEA3  
 Subject: Complete with Docusign: Hernando District MOA FY27.pdf  
 Source Envelope:  
 Document Pages: 22  
 Certificate Pages: 1  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
 Kimberly Bagley  
 971 Elmore Drive, Rm 102  
 PO Box 115250  
 Gainesville, FL 32611  
 k.bagley@ufl.edu  
 IP Address: 128.227.105.65

### Record Tracking

Status: Original  
 7/23/2026 7:59:49 AM

Holder: Kimberly Bagley  
 k.bagley@ufl.edu

Location: DocuSign

### Signer Events

Joseph Glover  
 glover@ufl.edu  
 Provost

University of Florida

Security Level: Email, Account Authentication  
 (None)

### Signature

*Joseph Glover*

Signature Adoption: Pre-selected Style  
 Using IP Address: 128.227.169.11

### Timestamp

Sent: 7/23/2026 8:12:20 AM  
 Viewed: 7/24/2026 9:50:56 AM  
 Signed: 7/24/2026 9:51:16 AM

Electronic Record and Signature Disclosure:  
 Not Offered via Docusign

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

7/23/2026 8:12:20 AM

Certified Delivered

Security Checked

7/24/2026 9:50:56 AM

Signing Complete

Security Checked

7/24/2026 9:51:16 AM

Completed

Security Checked

7/24/2026 9:51:16 AM

### Payment Events

### Status

### Timestamps

**A. Item Currently Budgeted -**

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

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

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

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 6. 27-3994**

8/25/2026

---

**Title and Board Action Requested**

Approve Out-of-State Travel for Tiffany Howard, Jennifer Merschbach, and Carrie Wilson to Attend the Renaissance Fall Executive Briefing - Ignite & Accelerate Scheduled for November 4-6, 2026, in Buckhead, Georgia

**Executive Summary**

The Director of Elementary Programs, Director of Research and Accountability, and the Supervisor of School Counseling Services, on behalf of the Superintendent of Schools, hereby requests the Board to approve out-of-state travel for Tiffany Howard, Jennifer Merschbach, and Carrie Wilson to attend the Renaissance Fall Executive Briefing - Ignite & Accelerate scheduled for November 4-6, 2026, in Buckhead, Georgia.

This briefing offers an inside look at the strategic vision, product roadmap, and innovative solutions tailored to support the evolving needs of PreK-12 education. There will be opportunity to engage directly with senior executives and gain early insights into upcoming initiatives. Additionally, key customers will share user experiences and implementation best practices to maximize return on investment.

**Agenda topics will include:**

- Legislative Updates
- Preview of New MTSS Solution (never before seen)
- Thought Leadership on Practice
- Updates and strategies to support Dyslexia needs
- The power of purposeful Professional Development
- Latest update on AI
- Open Discussion: Screentime

Focusing on improving student outcomes, optimizing digital ecosystems, and scaling personalized learning, this briefing will provide actionable insights and strategic alignment to support district goals.

We will bring back the information and share key learning, resources and strategies with stakeholders to ensure the benefits of this experience extend across our district.

There is no financial impact. All travel, lodging and conference related expenses are fully funded by Renaissance.

**My Contact**

Tiffany Howard  
Director of Elementary Programs  
352-797-7000 ext. 70433  
howard\_t@hcsb.k12.fl.us

Jennifer Merschbach  
Director of Research and Accountability  
352-797-7000 ext. 70465  
merschbach\_j@hcsb.k12.fl.us

Carrie Wilson  
Supervisor of School Counseling Services  
352-797-7000 ext. 70363  
wilson\_c@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.

Summary

Register Now

# Fall Executive Briefing - Ignite & Accelerate (Buckhead)

Join us for an exclusive **Executive Briefing** designed specifically for **PreK-12 district leaders** hosted by our **Renaissance executive leadership team.**

**November 4, 2026 –  
November 6, 2026**

🕒 4:00 PM-1:00 PM

**InterContinental  
Buckhead Atlanta by IHG**



© 3315 Peachtree Road Northeast  
Atlanta, GA 30326

This high-level event will offer an inside look at our strategic vision, product roadmap, and innovative solutions tailored to support the evolving needs of PreK–12 education. You'll have the opportunity to engage directly with our senior executives, gain early insights into upcoming initiatives, and share your district's priorities to help shape the future of education technology.

### **What to Expect:**

- A preview of our Renaissance innovation strategy and future roadmap
- Opportunities for open dialogue with our C-suite and product leaders
- Peer networking with fellow PreK–12 leaders facing similar challenges
- Dedicated Q&A and collaborative discussions on real-world impact

Whether you're focused on improving student outcomes, optimizing digital ecosystems, or scaling personalized learning, this event will provide actionable insights and strategic alignment to support your goals.

Register Now

## Highlighted Speakers



**Dr. Gene Kerns**

Chief Academic Officer

## Location



○ ○ ○




---

**See you in...**



## Renaissance Executive Briefing

From John Lundberg <john.lundberg@renaissance.com>

Date Fri 7/17/2026 1:14 PM

To Gina Michalicka <michalicka\_g@hcsb.k12.fl.us>; Tiffany Howard <howard\_t@hcsb.k12.fl.us>; John Morris <morris\_j@hcsb.k12.fl.us>; Jennifer Merschbach <merschbach\_j@hcsb.k12.fl.us>

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

Good afternoon, Hernando

I am reaching out to see if any of you would be able to attend our next Executive Briefing to be held in **Buckhead, GA from Wednesday, November 4th to Friday, November 6th**. More location and event details will be shared soon.

### Sample Event Agenda:

- Wednesday: Arrivals by 3 PM, followed by a Keynote session at 4 PM, moving into reception, and dinner.
- Thursday: Full agenda from 8 AM to 12 PM, workshop sessions after lunch, concluding with an evening event.
- Friday: Final sessions and opportunities to meet with leadership, with departures at 12 PM.

I hope you will consider having members of the Hernando Team join us.



**John Lundberg**

Account Manager - Director | Florida

M: (407) 414-7866



**Renaissance**

See Every Student.

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| Date                    | Time                                | Amount         | Type    | Status | Year | Time Off Code | Reason | Description | A |
|-------------------------|-------------------------------------|----------------|---------|--------|------|---------------|--------|-------------|---|
| 11/05/2026 Fri          |                                     |                |         |        |      |               |        |             |   |
| Expand All Collapse All |                                     |                |         |        |      |               |        |             |   |
| ▼ Time Off Information  |                                     |                |         |        |      |               |        |             |   |
| Name                    | TIFFANY M HOWARD                    |                |         |        |      |               |        |             |   |
| Date                    | 11/05/2026 Fri                      |                |         |        |      |               |        |             |   |
| Status                  | Approved                            |                |         |        |      |               |        |             |   |
| Time Off Code           | TEMPORARY DUTY                      |                |         |        |      |               |        |             |   |
| Reason                  | TEMP DUTY                           |                |         |        |      |               |        |             |   |
| Reason Long Description | TEMPORARY DUTY                      |                |         |        |      |               |        |             |   |
| Description             | Renaissance Fall Executive Briefing |                |         |        |      |               |        |             |   |
| Type                    | Used                                |                |         |        |      |               |        |             |   |
| Days/Hours              | 8h 00m                              |                |         |        |      |               |        |             |   |
| Start Time              | 8:00 am                             |                |         |        |      |               |        |             |   |
| ▼ Approval History      |                                     |                |         |        |      |               |        |             |   |
| Status                  | Name                                | Date           | Time    | Notes  |      |               |        |             |   |
| Approved                | GINA D MICHALICKA                   | 08/05/2026 Wed | 1:40 pm |        |      |               |        |             |   |
| Approved                | GLORIA JEAN JEDINAK                 | 08/05/2026 Wed | 9:19 am |        |      |               |        |             |   |
| Approved                | SELENA R BURNS                      | 08/03/2026 Mon | 2:52 pm |        |      |               |        |             |   |
| Created                 | TIFFANY M HOWARD                    | 08/03/2026 Mon | 2:48 pm |        |      |               |        |             |   |

| Date                                                                              | Time                                | Amount         | Type    | Status | Year | Time Off Code | Reason | Description | A |
|-----------------------------------------------------------------------------------|-------------------------------------|----------------|---------|--------|------|---------------|--------|-------------|---|
| 11/05/2026 Thu                                                                    |                                     |                |         |        |      |               |        |             |   |
| Expand All Collapse All Modify Details (displaying 2 of 2) View Printable Details |                                     |                |         |        |      |               |        |             |   |
| ▼ Time Off Information                                                            |                                     |                |         |        |      |               |        |             |   |
| Name                                                                              | TIFFANY M HOWARD                    |                |         |        |      |               |        |             |   |
| Date                                                                              | 11/05/2026 Thu                      |                |         |        |      |               |        |             |   |
| Status                                                                            | Approved                            |                |         |        |      |               |        |             |   |
| Time Off Code                                                                     | TEMPORARY DUTY                      |                |         |        |      |               |        |             |   |
| Reason                                                                            | TEMP DUTY                           |                |         |        |      |               |        |             |   |
| Reason Long Description                                                           | TEMPORARY DUTY                      |                |         |        |      |               |        |             |   |
| Description                                                                       | Renaissance Fall Executive Briefing |                |         |        |      |               |        |             |   |
| Type                                                                              | Used                                |                |         |        |      |               |        |             |   |
| Days/Hours                                                                        | 8h 00m                              |                |         |        |      |               |        |             |   |
| Start Time                                                                        | 8:00 am                             |                |         |        |      |               |        |             |   |
| ▼ Approval History                                                                |                                     |                |         |        |      |               |        |             |   |
| Status                                                                            | Name                                | Date           | Time    | Notes  |      |               |        |             |   |
| Approved                                                                          | GINA D MICHALICKA                   | 08/05/2026 Wed | 1:40 pm |        |      |               |        |             |   |
| Approved                                                                          | GLORIA JEAN JEDINAK                 | 08/05/2026 Wed | 9:19 am |        |      |               |        |             |   |
| Approved                                                                          | SELENA R BURNS                      | 08/03/2026 Mon | 2:52 pm |        |      |               |        |             |   |
| Created                                                                           | TIFFANY M HOWARD                    | 08/03/2026 Mon | 2:48 pm |        |      |               |        |             |   |

| Date                                                                              | Time                                | Amount         | Type    | Status | Year | Time Off Code | Reason | Description | A |
|-----------------------------------------------------------------------------------|-------------------------------------|----------------|---------|--------|------|---------------|--------|-------------|---|
| 11/04/2026 Wed                                                                    |                                     |                |         |        |      |               |        |             |   |
| Expand All Collapse All Modify Details (displaying 2 of 2) View Printable Details |                                     |                |         |        |      |               |        |             |   |
| ▼ Time Off Information                                                            |                                     |                |         |        |      |               |        |             |   |
| Name                                                                              | TIFFANY M HOWARD                    |                |         |        |      |               |        |             |   |
| Date                                                                              | 11/04/2026 Wed                      |                |         |        |      |               |        |             |   |
| Status                                                                            | Approved                            |                |         |        |      |               |        |             |   |
| Time Off Code                                                                     | TEMPORARY DUTY                      |                |         |        |      |               |        |             |   |
| Reason                                                                            | TEMP DUTY                           |                |         |        |      |               |        |             |   |
| Reason Long Description                                                           | TEMPORARY DUTY                      |                |         |        |      |               |        |             |   |
| Description                                                                       | Renaissance Fall Executive Briefing |                |         |        |      |               |        |             |   |
| Type                                                                              | Used                                |                |         |        |      |               |        |             |   |
| Days/Hours                                                                        | 8h 00m                              |                |         |        |      |               |        |             |   |
| Start Time                                                                        | 8:00 am                             |                |         |        |      |               |        |             |   |
| ▼ Approval History                                                                |                                     |                |         |        |      |               |        |             |   |
| Status                                                                            | Name                                | Date           | Time    | Notes  |      |               |        |             |   |
| Approved                                                                          | GINA D MICHALICKA                   | 08/05/2026 Wed | 1:40 pm |        |      |               |        |             |   |
| Approved                                                                          | GLORIA JEAN JEDINAK                 | 08/05/2026 Wed | 9:19 am |        |      |               |        |             |   |
| Approved                                                                          | SELENA R BURNS                      | 08/03/2026 Mon | 2:52 pm |        |      |               |        |             |   |
| Created                                                                           | TIFFANY M HOWARD                    | 08/03/2026 Mon | 2:48 pm |        |      |               |        |             |   |

| Date           | Time | Amount | Type | Status | Year | Time Off Code | Reason | Description | A |
|----------------|------|--------|------|--------|------|---------------|--------|-------------|---|
| 11/04/2026 Wed |      |        |      |        |      |               |        |             |   |

Expand All Collapse All

**Time Off Information**

Name: JENNIFER M MERSCHBACH

Date: 11/04/2026 Wed

Status: Approved

Time Off Code: TEMPORARY DUTY

Reason: TEMP DUTY

Reason Long Description: TEMPORARY DUTY

Description: Renaissance Executive Briefing

Type: Used

Days/Hours: 8h 00m

Start Time: 8:00 am

**Approval History**

| Status   | Name                  | Date           | Time    | Notes |
|----------|-----------------------|----------------|---------|-------|
| Approved | GINA D MICHALICKA     | 08/05/2026 Wed | 1:40 pm |       |
| Approved | GLORIA JEAN JEDINAK   | 08/05/2026 Wed | 9:19 am |       |
| Approved | SELIENA R BURNS       | 08/03/2026 Mon | 2:58 pm |       |
| Created  | JENNIFER M MERSCHBACH | 08/03/2026 Mon | 2:57 pm |       |



Page

|        | Time | Amount | Type | Status   | Year | Time Off Code  | Reason    | Description                    | A |
|--------|------|--------|------|----------|------|----------------|-----------|--------------------------------|---|
| 26 Thu |      |        |      | Approved | 2026 | TEMPORARY DUTY | TEMP DUTY | Renaissance Executive Briefing |   |

All Collapse All

**Off Information**

Name: JENNIFER M MERSCHBACH

Date: 11/05/2026 Thu

Status: Approved

Time Off Code: TEMPORARY DUTY

Reason: TEMP DUTY

on Long Description: TEMPORARY DUTY

Description: Renaissance Executive Briefing

Type: Used

Days/Hours: 8h 00m

Start Time: 8:00 am

**Approval History**

|          | Name                  | Date           | Time    | Notes |
|----------|-----------------------|----------------|---------|-------|
| Approved | GINA D MICHALICKA     | 08/05/2026 Wed | 1:40 pm |       |
| Approved | GLORIA JEAN JEDINAK   | 08/05/2026 Wed | 9:19 am |       |
| Approved | SELIENA R BURNS       | 08/03/2026 Mon | 2:58 pm |       |
| Approved | JENNIFER M MERSCHBACH | 08/03/2026 Mon | 2:57 pm |       |

Print This Page

| Date           | Time    | Amount | Type | Status   | Year | Time Off Code  | Reason    | Description                    | A |
|----------------|---------|--------|------|----------|------|----------------|-----------|--------------------------------|---|
| 11/06/2026 Fri | 8:00 am | 8:00m  | Used | Approved | 2026 | TEMPORARY DUTY | TEMP DUTY | Renaissance Executive Briefing |   |

Expand All Collapse All

**Time Off Information**  
Name: JENNIFER M MERSCHBACH  
Date: 11/06/2026 Fri  
Status: Approved  
Time Off Code: TEMPORARY DUTY  
Reason: TEMP DUTY  
Reason Long Description: TEMPORARY DUTY  
Description: Renaissance Executive Briefing  
Type: Used  
Days/Hours: 8h 00m  
Start Time: 8:00 am

| Approval History |                       |                |         |       |
|------------------|-----------------------|----------------|---------|-------|
| Status           | Name                  | Date           | Time    | Notes |
| Approved         | GINA D MICHALICKA     | 08/05/2026 Wed | 1:40 pm |       |
| Approved         | GLORIA JEAN JEDINAK   | 08/05/2026 Wed | 9:19 am |       |
| Approved         | SELIENA R BURNS       | 08/03/2026 Mon | 2:58 pm |       |
| Created          | JENNIFER M MERSCHBACH | 08/03/2026 Mon | 2:58 pm |       |

My Time Off Requests - My Requests

| Date           | Time    | Amount | Type | Status   | Year    | Time Off Code  | Reason    | Description                                     |   |
|----------------|---------|--------|------|----------|---------|----------------|-----------|-------------------------------------------------|---|
| 11/04/2026 Wed | 4:00 pm | 8h 00m | Used | Approved | Current | TEMPORARY DUTY | TEMP DUTY | Renaissance Executive Briefing in Buckhead, GA. | X |

Expand All Collapse All

**Time Off Information**

Name: CARRIE A WILSON

Date: 11/04/2026 Wed

Status: Approved

Time Off Code: TEMPORARY DUTY

Reason: TEMP DUTY

Reason Long Description: TEMPORARY DUTY

Description: Renaissance Executive Briefing in Buckhead, GA.

Type: Used

Days/Hours: 8h 00m

Start Time: 4:00 pm

| Approval History |                 |                |         |       |
|------------------|-----------------|----------------|---------|-------|
| Status           | Name            | Date           | Time    | Notes |
| Approved         | JOHN C MORRIS   | 05/05/2026 Thu | 8:16 am |       |
| Created          | CARRIE A WILSON | 05/03/2026 Mon | 2:49 pm |       |

My Time Off Requests - My Requests

| Date           | Time    | Amount | Type | Status   | Year    | Time Off Code  | Reason    | Description                                     |   |
|----------------|---------|--------|------|----------|---------|----------------|-----------|-------------------------------------------------|---|
| 11/05/2026 Thu | 4:00 pm | 8h 00m | Used | Approved | Current | TEMPORARY DUTY | TEMP DUTY | Renaissance Executive Briefing in Buckhead, GA. | A |

Expand All Collapse All

Time Off Information

Name: CARRIE A WILSON  
 Date: 11/05/2026 Thu  
 Status: Approved  
 Time Off Code: TEMPORARY DUTY  
 Reason: TEMP DUTY  
 Reason Long Description: TEMPORARY DUTY  
 Description: Renaissance Executive Briefing in Buckhead, GA.  
 Type: Used  
 Days/Hours: 8h 00m  
 Start Time: 4:00 pm

Approval History

| Status   | Name            | Date           | Time    | Notes |
|----------|-----------------|----------------|---------|-------|
| Approved | JOHN C MORRIS   | 08/05/2026 Thu | 8:16 am |       |
| Created  | CARRIE A WILSON | 08/03/2026 Mon | 2:49 pm |       |

My Time Off Requests - My Requests

| Date           | Time    | Amount | Type | Status   | Year    | Time Off Code  | Reason    | Description                    |
|----------------|---------|--------|------|----------|---------|----------------|-----------|--------------------------------|
| 11/06/2026 Fri | 4:00 pm | 8h 00m | Used | Approved | Current | TEMPORARY DUTY | TEMP DUTY | Renaissance Executive Briefing |

Expand All Collapse All

Time Off Information

Name: CARRIE A WILSON  
 Date: 11/06/2026 Fri  
 Status: Approved  
 Time Off Code: TEMPORARY DUTY  
 Reason: TEMP DUTY  
 Reason Long Description: TEMPORARY DUTY  
 Description: Renaissance Executive Briefing in Buckhead, GA.  
 Type: Used  
 Days/Hours: 8h 00m  
 Start Time: 4:00 pm

Approval History

| Status   | Name            | Date           | Time    | Notes |
|----------|-----------------|----------------|---------|-------|
| Approved | JOHN C MORRIS   | 08/06/2026 Thu | 8:15 am |       |
| Created  | CARRIE A WILSON | 08/03/2026 Mon | 2:40 pm |       |



**A. Item Currently Budgeted -**

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

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

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

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 7. 27-4000**

**8/25/2026**

---

**Title and Board Action Requested**

Approve the Overnight Field Trip for F.W. Springstead High School Marching Band to Orlando, Florida to Attend Universal Studios from November 21, 2026 - November 23, 2026.

**Executive Summary**

The Principal, Brandon Wright of F.W. Springstead High School, on behalf of the Superintendent of Schools, hereby requests the Board to approve the overnight field trip for the F.W. Springstead High School Marching Band to Orlando, Florida to attend Universal Studios from November 21, 2026 - November 23, 2026. Students are responsible for payment to attend this trip.

**My Contact**

Brandon Wright, FWSHS  
352-797-7010 ext.405  
wright\_b@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Priority 1: Student Success

**Financial Impact**

See attached budget sheet.

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

**A. Item Currently Budgeted -**

|                                |  |                            |                      |          |                                           |        |                                |             |                    |         |                                   |             |  |
|--------------------------------|--|----------------------------|----------------------|----------|-------------------------------------------|--------|--------------------------------|-------------|--------------------|---------|-----------------------------------|-------------|--|
| Account Name                   |  | SHS Marching Band Boosters |                      |          |                                           |        |                                |             |                    |         |                                   |             |  |
| Account Number                 |  | 8010                       |                      | 9800     |                                           | 3310   |                                | 0181        |                    | 90800   |                                   | 11200       |  |
|                                |  | Fund                       |                      | Function |                                           | Object |                                | Cost Center |                    | Project |                                   | Sub Project |  |
| Original<br>Approved<br>Budget |  | +                          | Budget<br>Amendments | -        | Expenditures /<br>Encumbrances<br>To Date | =      | Current<br>Available<br>Budget | -           | Present<br>Request | =       | Remaining<br>Balance<br>Available |             |  |
| \$ 18,436.23                   |  |                            |                      |          | \$ 0                                      |        | \$ 18436.23                    |             | \$ 18436.23        |         | \$ 0                              |             |  |

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

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

|                |                                   |             |             |             |              |              |
|----------------|-----------------------------------|-------------|-------------|-------------|--------------|--------------|
| Funding Source | <b>Student Self Pay</b>           |             |             |             |              |              |
| Account Name   | <b>SHS Marching Band Boosters</b> |             |             |             |              |              |
| Account Number | <b>8010</b>                       | <b>9800</b> | <b>3310</b> | <b>0181</b> | <b>90800</b> | <b>11200</b> |
|                | Fund                              | Function    | Object      | Cost Center | Project      | Sub Project  |
| Amount \$      | <b>32,000.00</b>                  |             |             |             |              |              |

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☒

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 8. 27-4004**

8/25/2026

---

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

Approve out-of-state travel for Jill Kolasa, Director of Student Services and Angela Miller Royal, Coordinator of Student Support Programs, to attend the 114<sup>th</sup> Annual Conference of the International Association of Truancy and Dropout Prevention Conference (IATDP) in Corpus Christi, Texas, October 17, 2026, through October 21, 2026.

### **Executive Summary**

The Director of Student Services, on behalf of the Superintendent of Schools, respectfully requests Board approval for out-of-state travel for Jill Kolasa and Angela Miller Royal to attend and present at the 114<sup>th</sup> Annual Conference of the International Association for Truancy and Dropout Prevention (IATDP) in Corpus Christi, Texas, from October 17, 2026, through October 21, 2026.

Jill Kolasa and Angela Miller Royal currently serve as members of the IATDP Board of Directors, representing Florida and supporting national efforts to address truancy, chronic absenteeism, and dropout prevention. At the conference, they will present "*Controlling What We Can: Reducing Chronic Absenteeism, Truancy, and Dropout Risks*," highlighting Hernando County School District's strategies focused on attendance improvement, early intervention, student engagement, mental health supports, and community partnerships.

Participation in this conference will provide an opportunity to share district best practices, collaborate with national leaders, and bring back evidence-based strategies to further strengthen student support systems and reduce attendance barriers.

Funding will be provided through the approved Mental Health Assistance Allocation.

### **My Contact**

Jill Kolasa, Director  
Student Services  
352-797-7008

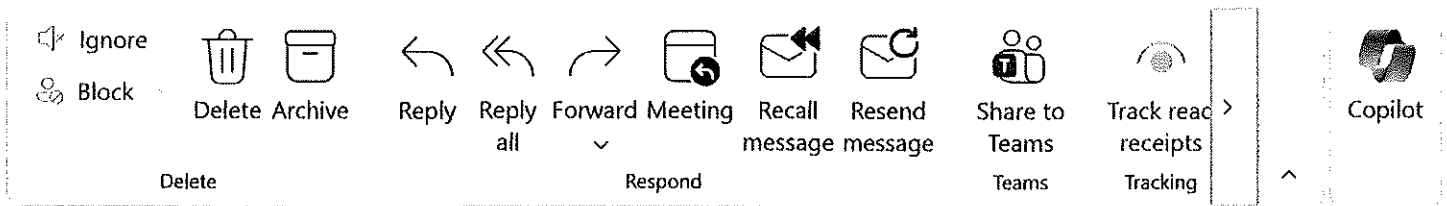
### **2023-28 Strategic Focus Area**

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.



Fw: [EXTERNAL SENDER] Call for Proposals Summarize this email

Member of the Board of Directors, INTERNATIONAL ASSOCIATION FOR TRUANCY & DROPOUT PREVENTION  
Youth Mental Health Trainer

**From:** HOLLOWAY, SUSAN <HollowayS@pearlandisd.org>

**Sent:** Wednesday, June 24, 2026 5:16 PM

**To:** Angela Miller Royal <miller\_a@hcsb.k12.fl.us>

**Subject:** Re: [EXTERNAL SENDER] Call for Proposals

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

This is great. Approved to present. Thank you!

*Sincerely, Susan Holloway*

Director of Outreach & Attendance- Pearland Independent School District  
Past-President- Texas Association for Truancy and Dropout Prevention  
President- International Association for Truancy and Dropout Prevention

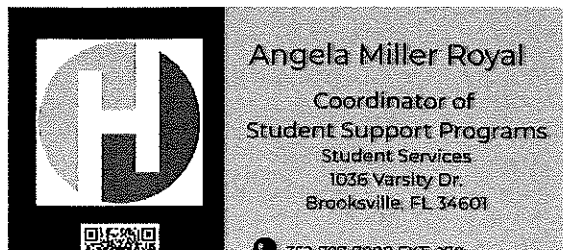
**From:** Angela Miller Royal <miller\_a@hcsb.k12.fl.us>

**Sent:** Monday, June 22, 2026 2:29 PM

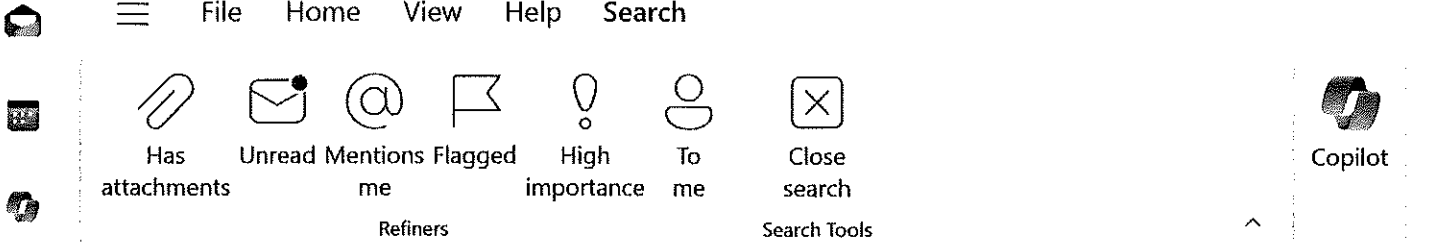
**To:** HOLLOWAY, SUSAN <HollowayS@pearlandisd.org>

**Subject:** [EXTERNAL SENDER] Call for Proposals

**WARNING:** This email is from outside the Pearland ISD organization. Do not click on links or attachments unless you expect them from the sender and know the content is safe. The Technology Department (IT) will never under any circumstance ask for your username and password.







✉ kolasa\_j@hcsb.k12.fl.us

 Inbox 25740

 Drafts [73]

➤ Sent Items 7

>  Deleted Items 20569

 Junk Email [427]

Notes

Archive 296

📁 Conversation History

Mr Pinder Emails 22

 [RSS Feeds](#)

SBMH grant (CHS) 2

>  Search Folders

> In-Place Archive -Jill K...

 [Go to Groups](#)



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

Dear IATDP Board Members,

It is time to register for the 114th IATDP Conference. This year's conference will be held in Corpus Christi, Texas, from October 18–21, 2026, and marks an important opportunity to expand our reach, strengthen our professional network, and continue advancing our mission.

Your leadership is essential. Please reach out to your constituents in your state and actively encourage colleagues, educators, and industry professionals to register. Promote the conference through your professional networks, social media platforms, and other relevant channels. Your voice carries significant influence in helping us connect with new and returning participants.

Please direct them to the IATDP website to complete registration.

Together, let's make this our most impactful conference to date.

A flyer is attached for you to share with your networks. If you need additional materials or support in your outreach efforts, please feel free to reach out at any time.

Thank you for your continued dedication and leadership. I look forward to working alongside each of you as we continue to grow the IATDP community.

Best regards, John Cox 1st Vice President  
International Association of Truancy and Dropout



# IATDP

INTERNATIONAL ASSOCIATION for  
TRUANCY and DROPOUT PREVENTION

FOUNDED IN 1911

The IATDP is one of the oldest organizations in the United States dedicated to addressing truancy, chronic absenteeism, and school dropout prevention. The organization works to support educators, families, schools, and communities through collaboration, research, intervention strategies, and professional development.

TOGETHER  
we keep students in school  
and on the path to  
**SUCCESS.**



## REGISTRATION IS NOW OPEN!

### THE 114<sup>TH</sup> IATDP ANNUAL CONFERENCE

**SIGN UP TODAY!**  
[www.IATDP.org](http://www.IATDP.org)



**114<sup>TH</sup> ANNUAL  
CONFERENCE**



**OCTOBER  
18-21, 2026**



**OMNI CORPUS CHRISTI HOTEL**  
900 N. SHORELINE BLVD  
CORPUS CHRISTI, TX



#### MISSION OF IATDP

- ✓ Facilitate the sharing of information, research, and emerging practices
- ✓ Support student learning and increase graduation rates
- ✓ Improve truancy and dropout prevention efforts nationwide
- ✓ Promote intervention strategies that keep students engaged in school



#### WHO MAKES UP IATDP?

- School Administrators
- Attendance Officers
- Teachers & Counselors
- School Social Workers
- Law Enforcement
- Child Welfare Professionals
- Mental Health Providers
- Community Agencies
- Researchers & Advocates



#### BENEFITS OF ATTENDING

- Earn professional credits and actionable tools
- Boost student attendance and graduation rates
- Learn cutting-edge prevention strategies
- Build meaningful partnerships

### TOP REASONS TO ATTEND



#### CONFERENCE HIGHLIGHTS

- Learn cutting-edge truancy prevention and dropout intervention strategies
- Participate in professional development and hearing officer training
- Access the latest research and breakthroughs to tackle truancy



#### NETWORKING & CREDITS

- Network with school administrators, attendance officers, teachers, counselors, social workers, and other professionals
- Earn professional credits and gain actionable tools you can implement immediately
- Build meaningful partnerships that drive real student success



#### LOCATION & ENVIRONMENT

- Enjoy the beautiful Corpus Christi location
- Connect in a collaborative environment
- Explore the city during conference breaks

The IATDP is one of the oldest organizations in the United States dedicated to addressing truancy, chronic absenteeism, and school dropout prevention. The organization works to support educators, families, schools, and communities through collaboration, research, intervention strategies, and professional development.



# REGISTRATION IS NOW OPEN!

## THE 114TH IATDP ANNUAL CONFERENCE

**SIGN UP TODAY!**  
[www.IATDP.org](http://www.IATDP.org)



**114TH ANNUAL  
CONFERENCE**



**OCTOBER  
18-21, 2026**



**OMNI CORPUS CHRISTI HOTEL  
900 N. SHORELINE BLVD  
CORPUS CHRISTI, TX**



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#### CONFERENCE HIGHLIGHTS

- Learn cutting-edge truancy prevention and dropout intervention strategies



#### NETWORKING & CREDITS

- Network with school administrators, attendance officers, teachers, counselors, social workers, and researchers



#### LOCATION & ENVIRONMENT

- Enjoy the beautiful Corpus Christi location
- Connect in a collaborative

**HERNANDO COUNTY SCHOOL DISTRICT  
Leave of Absence Form**

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

|                                                 |                      |         |                                               |
|-------------------------------------------------|----------------------|---------|-----------------------------------------------|
| LAST NAME (Print or Type)<br><u>Kolasa</u>      | FIRST<br><u>Jill</u> | INITIAL | EMPLOYEE I.D. NUMBER<br><u>7291</u>           |
| POSITION<br><u>Director of Student Services</u> |                      |         | SCHOOL/COST CENTER<br><u>Student Services</u> |

Except in the case of an emergency, all leave, other than sick leave, must be approved in advance. If the request for sick leave is pre-planned (i.e. doctor's appointment), it must be pre-approved. For sick leave absences that are not pre-planned, this form must be completed upon return within five (5) working days.

**TO BE COMPLETED BY APPLICANT:**

I hereby apply for:

This leave is requested: ☒ With Pay    ☐ Without Pay    ☐ Substitute Needed

- |                                                               |                                                                           |
|---------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> Sick Leave                           | <input type="checkbox"/> Worker's Comp                                    |
| <input type="checkbox"/> Personal Leave (charged to Sick Lv.) | <input type="checkbox"/> Military Leave                                   |
| <input type="checkbox"/> Personal Leave (Without Pay)         | <input type="checkbox"/> Vacation Leave                                   |
| <input type="checkbox"/> Professional Leave                   | <input checked="" type="checkbox"/> Temporary Duty (Attach documentation) |
| <input type="checkbox"/> Other _____                          | <input type="checkbox"/> Compensatory Time (non-exempt employees only)    |

**Note:** This leave does not constitute any salary in addition to that which the individual would normally receive for the dates indicated herein.

- |                                                  |                                                                      |                                           |
|--------------------------------------------------|----------------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Per Diem                | <input checked="" type="checkbox"/> Mileage                          | <input checked="" type="checkbox"/> Meals |
| <input checked="" type="checkbox"/> Registration | <input checked="" type="checkbox"/> Hotel Expense (Single Room Rate) |                                           |

Number of Hours Requested 40

Purpose/Benefit (DO NOT use acronyms) attend IATDP Conference

Destination Corpus Christi, TX

| BEGINNING                                        |  | ENDING                                            |  |
|--------------------------------------------------|--|---------------------------------------------------|--|
| Time <u>7</u> AM _____ PM                        |  | Time _____ AM <u>7</u> PM                         |  |
| Day of Week <u>Saturday</u> Date <u>10/17/26</u> |  | Day of Week <u>Wednesday</u> Date <u>10/21/26</u> |  |

**SOURCE OF FUNDS**

**SUBSTITUTE CHARGED TO:**

**TRAVEL EXPENSE CHARGED TO:**

| FUND | FUNCTION | OBJECT | CENTER | PROJECT |
|------|----------|--------|--------|---------|
|      |          |        |        |         |

| FUND | FUNCTION | OBJECT | CENTER | PROJECT |
|------|----------|--------|--------|---------|
|      |          |        |        |         |

☒ Signature of Applicant Jill Kolasa Date 8/21/26

|                                        |            |                                   |                                       |
|----------------------------------------|------------|-----------------------------------|---------------------------------------|
| <b>FOR OFFICE USE ONLY:</b>            |            | <input type="checkbox"/> APPROVED | <input type="checkbox"/> NOT APPROVED |
| Site Administrator/Supervisor _____    | Date _____ |                                   |                                       |
| Project Director (if applicable) _____ | Date _____ |                                   |                                       |

|                                                                                           |  |                              |             |
|-------------------------------------------------------------------------------------------|--|------------------------------|-------------|
| <b>TO BE COMPLETED BY PRINCIPAL OR SUPERVISOR AND SUBMITTED WITH THE REGULAR PAYROLL.</b> |  |                              |             |
| This leave constitutes _____ hour(s) for the regular employee listed above.               |  |                              |             |
| Name of substitute(s) (if any): _____                                                     |  | Amount of Time substituting: |             |
| _____                                                                                     |  | _____ hours:                 | _____ days. |
| _____                                                                                     |  | _____ hours:                 | _____ days. |

**HERNANDO COUNTY SCHOOL DISTRICT  
Leave of Absence Form**

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

|                                                  |                        |         |                                          |
|--------------------------------------------------|------------------------|---------|------------------------------------------|
| LAST NAME (Print or Type)<br><i>Miller Royal</i> | FIRST<br><i>Angela</i> | INITIAL | EMPLOYEE I.D. NUMBER<br><i>12001</i>     |
| POSITION<br><i>Coordinator</i>                   |                        |         | SCHOOL/CENTER<br><i>Student Services</i> |

Except in the case of an emergency, all leave, other than sick leave, must be approved in advance. If the request for sick leave is pre-planned (i.e. doctor's appointment), it must be pre-approved. For sick leave absences that are not pre-planned, this form must be completed upon return within five (5) working days.

**TO BE COMPLETED BY APPLICANT:**

I hereby apply for:

This leave is requested: ☒ With Pay    ☐ Without Pay    ☐ Substitute Needed

- ☐ Sick Leave                      ☐ Worker's Comp  
☐ Personal Leave (charged to Sick Lv.)    ☐ Military Leave  
☐ Personal Leave (Without Pay)    ☐ Vacation Leave  
☐ Professional Leave  
☐ Other \_\_\_\_\_ ☒ Temporary Duty (Attach documentation)  
                                          ☐ Compensatory Time (non-exempt employees only)

**\*Note:** This leave does not constitute any salary in addition to that which the individual would normally receive for the dates indicated herein.

- ☐ Per Diem                      ☐ Mileage                      ☐ Meals  
☐ Registration                      ☐ Hotel Expense (Single Room Rate)

Number of Hours Requested *45.0 Hours*

Purpose/Benefit (DO NOT use acronyms) *IADDP Conference (Truancy D/O Prevention)*

Destination *Corpus Christi*

| BEGINNING                      |                       | ENDING                          |                       |
|--------------------------------|-----------------------|---------------------------------|-----------------------|
| Day of Week<br><i>Saturday</i> | Time<br><i>800</i> AM | Day of Week<br><i>Wednesday</i> | Time<br><i>500</i> PM |
| Date<br><i>10/17/26</i>        |                       | Date<br><i>10/21/26</i>         |                       |

**SOURCE OF FUNDS**

**SUBSTITUTE CHARGED TO:**

**TRAVEL EXPENSE CHARGED TO:**

| FUND | FUNCTION | OBJECT | CENTER | PROJECT |
|------|----------|--------|--------|---------|
|      |          |        |        |         |

| FUND | FUNCTION | OBJECT | CENTER | PROJECT |
|------|----------|--------|--------|---------|
|      |          |        |        |         |

X Signature of Applicant *Angela Miller Royal* Date *8/10/26*

|                                        |            |                                   |                                       |
|----------------------------------------|------------|-----------------------------------|---------------------------------------|
| <b>FOR OFFICE USE ONLY:</b>            |            | <input type="checkbox"/> APPROVED | <input type="checkbox"/> NOT APPROVED |
| Site Administrator/Supervisor _____    | Date _____ |                                   |                                       |
| Project Director (if applicable) _____ | Date _____ |                                   |                                       |

**TO BE COMPLETED BY PRINCIPAL OR SUPERVISOR AND SUBMITTED WITH THE REGULAR PAYROLL.**

This leave constitutes \_\_\_\_\_ hour(s) for the regular employee listed above.

Name of substitute(s) (if any):

Amount of Time substituting:

\_\_\_\_\_ hours: \_\_\_\_\_ days.

\_\_\_\_\_ hours: \_\_\_\_\_ days.



**A. Item Currently Budgeted -**

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

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

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

|                |                             |          |        |             |         |             |
|----------------|-----------------------------|----------|--------|-------------|---------|-------------|
| Funding Source | Mental Health               |          |        |             |         |             |
| Account Name   | 2026-2027 Budget            |          |        |             |         |             |
| Account Number | 1100E                       | 6100     | 3340   | 9440        | 6490    |             |
|                | Fund                        | Function | Object | Cost Center | Project | Sub Project |
| Amount         | \$ 3,300.00 (not to exceed) |          |        |             |         |             |

|                |                                           |          |        |             |         |             |
|----------------|-------------------------------------------|----------|--------|-------------|---------|-------------|
| Funding Source | Mental Health - Registration, Dues & Fees |          |        |             |         |             |
| Account Name   | 2026-2027 Budget                          |          |        |             |         |             |
| Account Number | 1100E                                     | 6100     | 7300   | 9440        | 6490    |             |
|                | Fund                                      | Function | Object | Cost Center | Project | Sub Project |
| Amount         | \$ 1,200.00                               |          |        |             |         |             |

**C. History**

Check one:

Prior Year Budget: X ☐New for Current Year: ☐

Prior Year Approved Budget: \$ 4,800.00

Prior Year Actual Spent: \$ 4,800.00

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



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 9. 27-4016**

8/25/2026

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**Title and Board Action Requested**

Approve an out of state trip for Central High School Welding Instructor Jason Whitman to attend FabTech 2026 Conference in Las Vegas, NV, from October 20 through October 24, 2026.

**Executive Summary**

The Principal, on behalf of the Superintendent of Schools, hereby requests the Board approve an out of state trip for Central High School Welding Instructor Jason Whitman to attend FabTech 2026 Conference in Las Vegas, NV, from October 20 through October 24, 2026.

**My Contact**

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

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

**2023-28 Strategic Focus Area**

Priority 1: Student Success

**Financial Impact**

See attached budget sheet.

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

## HERNANDO COUNTY SCHOOL DISTRICT

## Leave of Absence Form

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

|                                             |                       |                     |                                      |
|---------------------------------------------|-----------------------|---------------------|--------------------------------------|
| LAST NAME (Print or Type)<br><u>Whitman</u> | FIRST<br><u>Jason</u> | INITIAL<br><u>B</u> | EMPLOYEE I.D. NUMBER<br><u>15115</u> |
| POSITION<br><u>Teacher</u>                  |                       |                     | SCHOOL/COST CENTER                   |

Except in the case of an emergency, all leave, other than sick leave, must be approved in advance. If the request for sick leave is pre-planned (i.e. doctor's appointment), it must be pre-approved. For sick leave absences that are not pre-planned, this form must be completed upon return within five (5) working days.

## TO BE COMPLETED BY APPLICANT:

I hereby apply for:

This leave is requested: ☒ With Pay ☐ Without Pay ☒ Substitute Needed

- ☐ Sick Leave  
☐ Personal Leave (charged to Sick Lv.)  
☐ Personal Leave (Without Pay)  
☐ Professional Leave  
☐ Other \_\_\_\_\_
- ☐ Worker's Comp  
☐ Military Leave  
☐ Vacation Leave  
☒ Temporary Duty (Attach documentation)  
☐ Compensatory Time (non-exempt employees only)

\*Note: This leave does not constitute any salary in addition to that which the individual would normally receive for the dates indicated herein.

- ☐ Per Diem  
☐ Mileage  
☐ Meals  
☐ Registration  
☐ Hotel Expense (Single Room Rate)

Number of Hours Requested 31Purpose/Benefit (DO NOT use acronyms) FabTech 2026Destination Las Vegas, Nevada

| BEGINNING                    |                               | ENDING                     |                             |
|------------------------------|-------------------------------|----------------------------|-----------------------------|
| Time <u>5:00</u> AM _____ PM | Time _____ AM <u>10:00</u> PM | Day of Week <u>Tuesday</u> | Day of Week <u>Saturday</u> |
| Date <u>10-20-2026</u>       | Date <u>10-24-2026</u>        |                            |                             |

## SOURCE OF FUNDS

## SUBSTITUTE CHARGED TO:

## TRAVEL EXPENSE CHARGED TO:

| FUND | FUNCTION | OBJECT | CENTER | PROJECT |
|------|----------|--------|--------|---------|
|      |          |        |        |         |

| FUND | FUNCTION | OBJECT | CENTER | PROJECT |
|------|----------|--------|--------|---------|
|      |          |        |        |         |

X Signature of Applicant [Signature] Date 7-21-2026

## FOR OFFICE USE ONLY:

☒ APPROVED☐ NOT APPROVEDSite Administrator/Supervisor K. Shusser Date 8/10/26

Project Director (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

## TO BE COMPLETED BY PRINCIPAL OR SUPERVISOR AND SUBMITTED WITH THE REGULAR PAYROLL.

This leave constitutes \_\_\_\_\_ hour(s) for the regular employee listed above.

Name of substitute(s) (if any):

Amount of Time substituting:

\_\_\_\_\_ hours: \_\_\_\_\_ days.

\_\_\_\_\_ hours: \_\_\_\_\_ days.

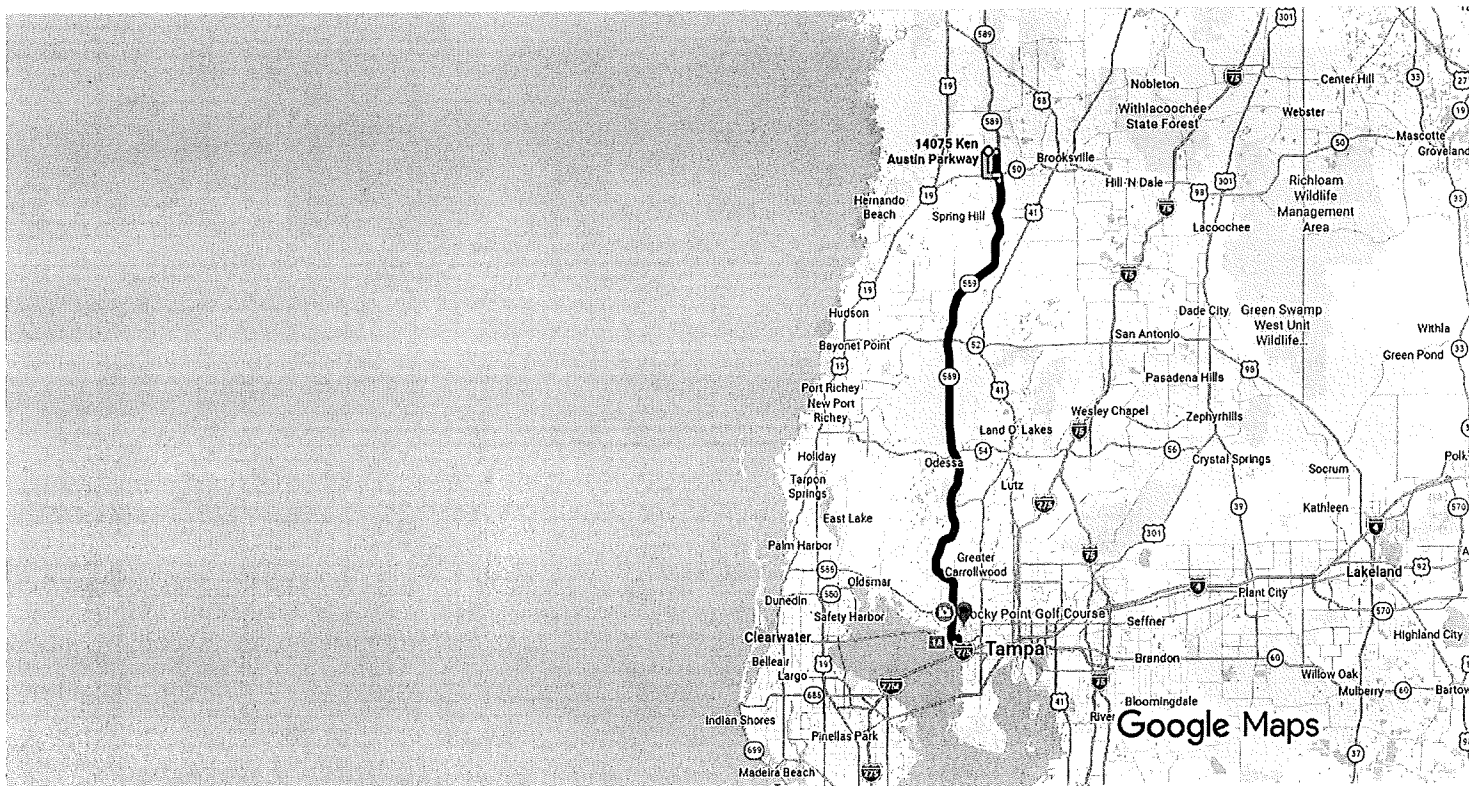
## DISTRIBUTION:

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

Google Maps

14075 Ken Austin Pkwy, Brooksville, FL  
34613 to Tampa International Airport

Drive 48.2 miles, 47 min



Imagery ©2026, Map data ©2026 Google, INEGI

5 mi



via FL-589 S

47 min

Fastest route now due to traffic  
conditions

48.2 miles

⚠ This route has tolls.



via Sunshine Grove Rd and FL-  
589 S

48 min

48.3 miles

Explore nearby Tampa International Airport

OCTOBER 21 - 23, 2026  
LAS VEGAS, NEVADA



ATTEND

EXHIBIT

PLAN YOUR VISIT

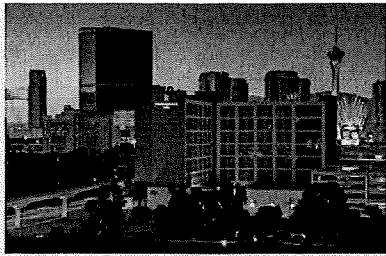


FIND EXHIBITORS ABOUT CONTACT

REGISTER







Renaissance Las Vegas  
Hotel

\$329

USD | average nightly event rate  
\*Rate includes mandatory hotel fee

0.38 Miles



[View hotel policies »](#)

Exclusive Promotions

Daily Resort Fee: \$30.00/night plus  
tax

Fee Includes:

- Enhanced Wi-Fi
- Complimentary Beer (1 per day)
- Free Casino Play & 2 for 1 VIP  
Tickets for Select Show at local  
casino
- Whiskey Tasting
- Complimentary Dessert (1 per day)

Reservations

Photos

Map

Info

Rates & Availabil...

Room Type

Standard Room - Single Occupa...

Select your room type to  
view rates and availability.

October 2026

You can reserve 7 more rooms at this hotel.

| S                     | M                     | T                     | W                     | T                     | F                     | S                     |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 4                     | 5                     | 6                     | 7                     | 8                     | 9                     | 10                    |
| 11                    | 12                    | 13                    | 14                    | 15                    | 16                    | 17                    |
| Oct<br>18<br>\$329.00 | Oct<br>19<br>\$329.00 | Oct<br>20<br>\$329.00 | Oct<br>21<br>\$329.00 | Oct<br>22<br>\$329.00 | Oct<br>23<br>\$329.00 | Oct<br>24<br>\$329.00 |
| Oct<br>25             | 26                    | 27                    | 28                    | 29                    | 30                    | 31                    |



Airport shuttle  
One way service/  
Round trip

**\$15/\$28**

Book now





STEP 1: TICKET SELECTION

STEP 2: DELIVERY

STEP 3: PAYMENT METHOD

All information you provide to us is encrypted via Secure Sockets Layer (SSL) during transmission. To learn more, please see our privacy policy.

## Select Ticket Quantities

| Ticket Type  | Price   | Quantity                               |
|--------------|---------|----------------------------------------|
| Single Ride  | \$5.50  | <div>-</div> <div>0</div> <div>+</div> |
| 24-Hour Pass | \$13.45 | <div>-</div> <div>0</div> <div>+</div> |
| 2-Day Pass   | \$23.75 | <div>-</div> <div>0</div> <div>+</div> |
| 3-Day Pass   | \$29.95 | <div>-</div> <div>0</div> <div>+</div> |
| 4-Day Pass   | \$37.00 | <div>-</div> <div>0</div> <div>+</div> |
| 5-Day Pass   | \$44.50 | <div>-</div> <div>0</div> <div>+</div> |

# BUY ONLINE AND SAVE!

## TICKETS

eTicket  
Full Fare  
Fare

Hello! Your session is timing out. Please complete your purchase. 12:46

Summary

Roundtrip

Tampa, FL  
(TPA)



Las Vegas, NV  
(LAS)

Your Guests



GUEST 1

Jason Benjamin Whitman  
12/11/1982, Male

Your Payment Summary



Outbound

FARE, NICER BUNDLE ⓘ

MX2411  
TPA ➔ LAS

SUN, OCT 18  
06:05 am -  
11:34 am

1 GUEST \$398.00



Return

FARE, NICER BUNDLE ⓘ

Hello! Your session is timing out. Please complete your purchase. 12:46

Promo Code

Enter Code

Apply

Base Fare \$270.32

Add-Ons \$261.00

Taxes and Carrier Fees ⓘ \$149.68

**Total Due** **\$681.00**

or from \$72/mo ⓘ

### Protect \$681.00 of your trip cost for only \$44.27 total

\*Required: Select Yes or No to continue

☐ Yes, add protection for only \$44.27

Quoted price for plan includes both insurance premium and fee for travel assistance services.

#### Travel Guard® offers:

 Trip cancellation coverage up to 100% of ticket cost

 Coverage for missed connections up to \$500

 Trip delay coverage up to \$600

 Baggage protection up to \$500

By clicking "Yes" I have read and understand the [Policy of Insurance](#) and [Important Disclosures](#) and agree to the terms and conditions of the insurance coverage provided.

☐ No, I will travel without this insurance plan

By declining coverage, I understand I may be responsible for additional costs associated with cancellations and delays.

Coverage is offered by Travel Guard Group, Inc., and limitations will apply; read [Important Disclosures](#).

Continue



Hello! Your session is timing out. Please complete your purchase. 12:46

\$89 annual fee. Terms Apply.

## Payment

Pay Now

Pay Monthly

from \$72/mo ⓘ

## Credit Card



Add New Card



Name on Card\*

Jonathan E. Doe

Card Number\*



XXXX XXXX XXXX XXXX

Expiration Date\*

MM/YY

CVV Code\*

123

☐ Save this card for future payments

**Total Due**

**\$681.00**

By clicking Pay Now, you confirm the total amount due will be collected in full and acknowledge that you have read and agree to Contract of Carriage, Terms of Use, Privacy Notice, and Fare Rules. Except as required by applicable law or as otherwise noted in the Fare Rules, all fares are non-refundable.



**24 Hour Risk-Free Cancellation**

← **Directions :**



1 stop · 59 min

Leave now ▾

A 919 N Broad St, Brooksville, Florida

B Tampa International Airport



⊕ Add stop

☰ Route settings

Route 1

Route 2

Route 3

**59 min**

54 mi

9:50 PM arrival

via SR-589-TOLL an...



**View Directions**

Save Plan for later

**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

Account Name

Account Number

Amount

Add on FTE Funds

Vo Tech Ed Supplies Voc Prog Supplies Welding CHS

1100

5300

5100

9410

13300

87450

Fund

Function

Object

Cost Center

Project

Sub Project

\$ 2,500.00

Funding Source

Account Name

Account Number

Amount

Fund

Function

Object

Cost Center

Project

Sub Project

\$

**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\*\*

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# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 10. 27-4002**

8/25/2026

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**Title and Board Action Requested**

Approve the Affiliation Agreement with The University of Phoenix, Inc. for interns.

**Executive Summary**

The Supervisor of Human Resources, on behalf of the Superintendent of Schools, hereby requests the Board approve the Affiliation Agreement with The University of Phoenix, Inc. and the HCSD that will allow the school district to place interns for The University of Phoenix, Inc. at our schools.

**My Contact**

Alexa Neal  
Supervisor of Human Resources  
919 North Broad Street  
Brooksville, FL 34601  
(352)797-7000 ext.70418

**2023-28 Strategic Focus Area**

Priority 2: Talent Management

**Financial Impact**

The cost for this agenda item is \$0, 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.

**AFFILIATION AGREEMENT BETWEEN  
THE UNIVERSITY OF PHOENIX, INC.  
AND HERNANDO COUNTY SCHOOL  
BOARD**

The following sets forth the Agreement between The University of Phoenix, Inc. hereinafter referred to as the “University/College” and the Hernando County School Board, hereinafter referred to as the “School Board” regarding the placement of University/College students with the School Board for internship experience.

**WHEREAS**, the University/College wishes to provide internship experiences for its students; and,

**WHEREAS**, the School Board agrees to accept said students for internships in accordance with the terms of this agreement.

**NOW, THEREFORE**, in consideration of the above, the Parties agree as follows:

A. The University/College shall:

1. Identify students who meet its qualifications/criteria for participation in its program including, where applicable, the criteria in Florida Statute 1004.04.
2. Designate in writing a staff/faculty member to serve as a liaison to the School Board. This shall be the person responsible for receiving any notice relative to the terms of this Agreement.
3. At the request of the School Board, immediately withdraw any students from his or her placement with the School Board where their conduct or practices are not in accordance with the School Board’s policies and standards of conduct as determined by the Superintendent or his/her designee. The University/College may also withdraw students from the program whose progress, conduct, or performance does not meet its standards.
4. Execute, along with each student to be placed with the School Board, the attached Intern/Extern Application and Acceptance Form which is attached hereto as Exhibit “A” and is incorporated herein. The Parties agree that the failure of any student to abide by the terms and conditions in the Intern/Extern Application and Acceptance Form are grounds to immediately remove a student from their placement with the School Board and/or to terminate this Agreement.



5. To help defray costs associated with the placement of students at the School Board, the University shall pay compensation in accordance with Exhibit B, attached hereto and incorporated herein, upon completion of student's assignment within the School Board, or at such other time as the parties agree.

B. The School Board shall:

1. Provide internship opportunities as appropriate and, in its sole discretion, determine the interns' work location and assignment.
2. The School Board shall maintain sole responsibility for the instruction, education and welfare of its pupils. School Board shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
3. The School Board shall provide as required by the degree program either qualified Cooperating Teachers and/or Mentors for STUDENTS. Cooperating Teachers and/or Mentors will be resource persons for STUDENTS and University/College faculty while at the School Board. Cooperating Teachers and/or Mentors selected by SCHOOL will: a) assist in orienting STUDENTS to the School Board, the classroom, administrative staff and the pupils; b) explain all applicable School Board and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with School Board personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University Faculty/Site Supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the University Faculty/Site Supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) for teacher candidates supervise STUDENTS on a daily basis if the Cooperating Teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Under no circumstance can a STUDENT, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the SCHOOL and the University/College.
4. Notify the University/College of any students whose conduct or practice is not in accordance with the School Board's policies and standards of conduct.
5. Provide input/feedback to the University/College regarding each intern's participation in the program and cooperate in evaluating the student.
6. Designate in writing a staff/faculty member to serve as a liaison to the University/College. This shall be the person responsible for receiving any notice relative to the terms of this Agreement.

7. Maintain any information received from the intern's educational record confidential in accordance with Florida law and the Family Educational Rights and Privacy Act (FERPA).

C. General Provisions:

1. The University/College and School Board shall cooperate with each other in the implementation of the program.
2. Students shall be fingerprinted at the School Board offices and undergo a Level 2 criminal background screening at the students' cost. Any University/College personnel coming onto School Board property shall likewise be screened pursuant to School Board policy.
3. No University/College student/intern or University/College staff, agent, servant, contractor, or employee shall be deemed an agent, servant, contractor, or employee of the School Board for purposes of compensation, benefits, workers' compensation, minimum wage, income tax, social security or any other purpose by virtue of this Agreement or the placement of a University/College student with the School Board. The duties performed by interns are not performed as employees, but in fulfillment of academic requirements and are performed under supervision. For the same reasons, interns are not deemed to be agents of the University/College. At no time shall interns replace or substitute for an employee of the School Board.
4. Students shall abide by all of the School Boards and University/College's applicable policies and procedures. Failure to do so shall be grounds for the students' immediate removal from the program and the School Board's property.
5. In accordance with FERPA regulations and Florida Statute, the University/College and student interns shall keep confidential any and all information and/or documents received as a result of their participation in the program. Any documents or other material acquired during the internship related to specific School District students shall be returned to the School Board at the conclusion of the intern's program.
6. This Agreement shall automatically renew each school year but may be terminated by either Party without cause upon sixty (60) days written notice. Notwithstanding any such termination, all students already enrolled in and participating in education experiences at School Board at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education experiences at School Board.

7. To the extent permitted by Florida law the University/College agrees to indemnify, hold harmless and defend the School Board, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the Hernando County School Board, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen in relation to this Agreement whether such claims, judgments, costs and expenses be for damages, damage to property including the School Board's property, or injury or death of any person whether employed by the University/College, the School Board or otherwise.

**If the University/College is an agency of the State of Florida or subdivision thereof, nothing herein shall be construed to extend its liability beyond that provided for in section 768.28, Florida Statutes. It shall pay all claims and losses of any nature whatsoever, including litigation costs and attorneys' fees, which result from such negligence. However, nothing herein shall be deemed to indemnify the School Board for any liability or claim arising out of the negligent performance or failure of performance of the School Board or as a result of the negligence of any unrelated third party.**

8. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
9. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by each Party hereto.
10. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
11. Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this

Agreement.

12. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifth Judicial Circuit of Hernando County, Florida or the US District Court for the Middle District of Florida. The University/College hereby consents to the jurisdiction of said courts over it and this agreement.
13. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

**Mandatory Public Records Language for All District/School Service Contracts**

**Public records compliance.** In addition to other contract requirements provided by School Board Policy or State law, the: 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 Hernando County School Board (HCSB) in order to perform the service under this agreement;
- (b) Upon request from the HCSB's custodian of public records, provide the HCSB 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;
- (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 HCSB; and
- (d) Upon completion of the contract, transfer, at no cost, to the HCSB all public records in possession of the contractor or keep and maintain public records required by the HCSB to perform the service. If the contractor transfers all public records to the HCSB 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 HCSB, upon request from the HCSB's custodian of public records, in a format that is compatible with the information technology systems of the HCSB.

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the HCSB 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 attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

**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.**

{SIGNATURES ARE ON THE FOLLOWING PAGE}

**FOR THE UNIVERSITY / COLLEGE:**

\_\_\_\_\_  
(The University of Phoenix, Inc.)

By: \_\_\_\_\_  
(Signature)

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

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

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

**FOR THE SCHOOL BOARD:**

**HERNANDO COUNTY  
SCHOOL BOARD**

**WITNESS SIGNATURE:**

\_\_\_\_\_

Print Name:

Title:

Date:

\_\_\_\_\_

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

Print Name: Ray Pinder

Title: Superintendent of Schools

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

Kelly A. Pogue  
Approved as to Form  
by WSH Attorney  
08/04/2026 07:46 am



## EXHIBIT A

In accordance with Section A, paragraph 5, University shall compensate the following upon completion of the Student's assignment:

|                            |                                                                   |
|----------------------------|-------------------------------------------------------------------|
| Cooperating Teacher/Mentor | \$500.00/per student teaching assignment OR administrative intern |
|----------------------------|-------------------------------------------------------------------|

**A. Item Currently Budgeted -**

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

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

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

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 11. 27-4019**

8/25/2026

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**Title and Board Action Requested**

Final Approval of the 2027 Legislative Platform

**Executive Summary**

The Director of Communications, on behalf of the Superintendent of Schools, hereby requests final approval of the District 2027 Legislative Platform.

**My Contact**

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

**2023-28 Strategic Focus Area**

Priority 4: Community Connection

**Financial Impact**

See attached budget sheet.

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.



## 2027 LEGISLATIVE PLATFORM & PRIORITIES

**Each year, members of the Hernando School Board work with staff to identify key issues and specific needs that require legislative support from local and state leaders to positively impact outcomes for students.**

**The 2027 Legislative Platform is the framework of the Board's priorities for the year. The school board will champion each of the needs outlined in their annual list of priorities which serves as the official platform for their annual advocacy.**

### **PRIORITY NEEDS**

- **Transportation:** Reduce the minimum distance required for elementary students to qualify for student transportation, under the current formula, by funding the youngest students living one-half mile from their school to be transported.
- **Extracurricular Activities:** Amend Florida Statute 1006.15 regarding homeschool students participation in extracurricular activities, at a school of their choice, to ensure competitive balance across schools.
- **Full day VPK:** Fully fund Voluntary Pre-Kindergarten (VPK) programs to ensure equitable access to high-quality early learning for all students.
- **Funding:** Provide additional funding to allow school districts to increase salaries for veteran educators as well as help to address critical need subject areas such as ESE.
- **Funding:** Create a dedicated categorical fund for the Family Empowerment Scholarships to ensure transparency and accountability within the FEFP.
- **Funding:** Fully fund the safe schools allocation to cover the actual cost of school safety resources.

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

**1006.15 Student standards for participation in interscholastic and intrascholastic extracurricular student activities; regulation.—**

- (1) This section may be cited as the “Craig Dickinson Act.”
- (2) Interscholastic extracurricular student activities are an important complement to the academic curriculum. Participation in a comprehensive extracurricular and academic program contributes to student development of the social and intellectual skills necessary to become a well-rounded adult. As used in this section, the term “extracurricular” means any school-authorized or education-related activity occurring during or outside the regular instructional school day. In the determination of whether a school offers an activity or a sport, the activity or sport must meet the designation requirements of s. [1006.205](#)(3)(a).
- (3)(a) As used in this section and s. [1006.20](#), the term “eligible to participate” includes, but is not limited to, a student participating in tryouts, off-season conditioning, summer workouts, preseason conditioning, in-season practice, or contests. The term does not mean that a student must be placed on any specific team for interscholastic or intrascholastic extracurricular activities. To be eligible to participate in interscholastic extracurricular student activities, a student must:
1. Maintain a grade point average of 2.0 or above on a 4.0 scale, or its equivalent, in the previous semester or a cumulative grade point average of 2.0 or above on a 4.0 scale, or its equivalent, in the courses required by s. [1002.3105](#)(5) or s. [1003.4282](#).
  2. Execute and fulfill the requirements of an academic performance contract between the student, the district school board, the appropriate governing association, and the student’s parents, if the student’s cumulative grade point average falls below 2.0, or its equivalent, on a 4.0 scale in the courses required by s. [1002.3105](#)(5) or s. [1003.4282](#). At a minimum, the contract must require that the student attend summer school, or its graded equivalent, between grades 9 and 10 or grades 10 and 11, as necessary.
  3. Have a cumulative grade point average of 2.0 or above on a 4.0 scale, or its equivalent, in the courses required by s. [1002.3105](#)(5) or s. [1003.4282](#) during his or her junior or senior year.
  4. Maintain satisfactory conduct, including adherence to appropriate dress and other codes of student conduct policies described in s. [1006.07](#)(2). If a student is convicted

of, or is found to have committed, a felony or a delinquent act that would have been a felony if committed by an adult, regardless of whether adjudication is withheld, the student's participation in interscholastic extracurricular activities is contingent upon established and published district school board policy.

(b) Any student who is exempt from attending a full school day based on rules adopted by the district school board for double session schools or programs, experimental schools, or schools operating under emergency conditions must maintain the grade point average required by this section and pass each class for which he or she is enrolled.

(c)1. An individual home education student is eligible to participate at the public school to which the student would be assigned according to district school board attendance area policies or which the student could choose to attend pursuant to s. [1002.31](#), or may develop an agreement to participate at a private school, in the interscholastic extracurricular activities of that school, provided the following conditions are met:

a. The home education student must meet the requirements of the home education program pursuant to s. [1002.41](#).

b. During the period of participation at a school, the home education student must demonstrate educational progress as required in paragraph (b) in all subjects taken in the home education program by a method of evaluation agreed upon by the parent and the school principal which may include: review of the student's work by a certified teacher chosen by the parent; grades earned through correspondence; grades earned in courses taken at a Florida College System institution, university, or trade school; standardized test scores above the 35th percentile; or any other method designated in s. [1002.41](#).

c. The home education student must meet the same residency requirements as other students in the school at which he or she participates.

d. The home education student must meet the same standards of acceptance, behavior, and performance as required of other students in extracurricular activities.

e. The student must register with the school his or her intent to participate in interscholastic extracurricular activities as a representative of the school before participation. A home education student must be able to participate in curricular activities if that is a requirement for an extracurricular activity.



f. A student who transfers from a home education program to a public school before or during the first grading period of the school year is academically eligible to participate in interscholastic extracurricular activities during the first grading period provided the student has a successful evaluation from the previous school year, pursuant to sub-subparagraph b.

g. Any public school or private school student who has been unable to maintain academic eligibility for participation in interscholastic extracurricular activities is ineligible to participate in such activities as a home education student until the student has successfully completed one grading period in home education pursuant to sub-subparagraph b. to become eligible to participate as a home education student.

2. An individual home education student is eligible to participate on an interscholastic athletic team at any public school in the school district in which the student resides, provided the student meets the conditions specified in sub-subparagraphs 1.a.-g.

(d) An individual charter school student pursuant to s. [1002.33](#) is eligible to participate at the public school to which the student would be assigned according to district school board attendance area policies or which the student could attend, or may develop an agreement to participate at a private school, in any interscholastic extracurricular activity of that school, unless such activity is provided by the student's charter school, if the following conditions are met:

1. The charter school student must meet the requirements of the charter school education program as determined by the charter school governing board.

2. During the period of participation at a school, the charter school student must demonstrate educational progress as required in paragraph (b).

3. The charter school student must meet the same residency requirements as other students in the school at which he or she participates.

4. The charter school student must meet the same standards of acceptance, behavior, and performance that are required of other students in extracurricular activities.

5. The charter school student must register with the school his or her intent to participate in interscholastic extracurricular activities as a representative of the school before participation. A charter school student must be able to participate in curricular activities if that is a requirement for an extracurricular activity.

6. A student who transfers from a charter school program to a traditional public school before or during the first grading period of the school year is academically eligible to participate in interscholastic extracurricular activities during the first grading period if the student has a successful evaluation from the previous school year pursuant to subparagraph 2.

7. Any public school or private school student who has been unable to maintain academic eligibility for participation in interscholastic extracurricular activities is ineligible to participate in such activities as a charter school student until the student has successfully completed one grading period in a charter school pursuant to subparagraph 2. to become eligible to participate as a charter school student.

(e) A student of the Florida Virtual School full-time program may participate in any interscholastic extracurricular activity at the public school to which the student would be assigned according to district school board attendance area policies or which the student could choose to attend pursuant to s. [1002.31](#), or may develop an agreement to participate at a private school, if the student:

1. During the period of participation in the interscholastic extracurricular activity, meets the requirements in paragraph (a).
2. Meets any additional requirements as determined by the board of trustees of the Florida Virtual School.
3. Meets the same residency requirements as other students in the school at which he or she participates.
4. Meets the same standards of acceptance, behavior, and performance that are required of other students in extracurricular activities.
5. Registers his or her intent to participate in interscholastic extracurricular activities with the school before participation. A Florida Virtual school student must be able to participate in curricular activities if that is a requirement for an extracurricular activity.

(f) A student who transfers from the Florida Virtual School full-time program to a traditional public school before or during the first grading period of the school year is academically eligible to participate in interscholastic extracurricular activities during the first grading period if the student has a successful evaluation from the previous school year pursuant to paragraph (a).

(g) A public school or private school student who has been unable to maintain academic eligibility for participation in interscholastic extracurricular activities is

ineligible to participate in such activities as a Florida Virtual School student until the student successfully completes one grading period in the Florida Virtual School pursuant to paragraph (a).

(h) A student in a full-time virtual instruction program under s. [1002.45](#), including the full-time Florida Virtual School program, a full-time school district virtual instruction program, or a full-time virtual charter school, is eligible to participate on an interscholastic athletic team at any public school in the school district in which the student resides, or may develop an agreement to participate at a private school, provided the student:

1. During the period of participation in the interscholastic extracurricular activity, meets the requirements in paragraph (a);
2. Meets any additional requirements as determined by the board of trustees of the Florida Virtual School, the district school board, or the governing board of the virtual charter school, as applicable;
3. Meets the same residency requirements as other students in the school at which he or she participates;
4. Meets the same standards of athletic team acceptance, behavior, and performance which are required of other students in extracurricular activities; and
5. Registers his or her intent to participate in interscholastic extracurricular activities with the school before participation.

(i) An individual traditional public school student who is otherwise eligible to participate in interscholastic extracurricular activities may either participate in any such activity at any public school in the school district in which the student resides or develop an agreement to participate in such activity at a private school, unless the activity is provided by the student's traditional public school. Such student must:

1. Meet the same standards of acceptance, behavior, and performance that are required of other students in extracurricular activities at the school at which the student wishes to participate.
2. Before participation, register with the school his or her intent to participate in interscholastic extracurricular activities as a representative of the school. The student must be able to participate in curricular activities if that is a requirement for an extracurricular activity.

(j)1. A school district or charter school may not delay eligibility or otherwise prevent a student participating in controlled open enrollment, or a choice program, from being immediately eligible to participate in interscholastic and intrascholastic extracurricular activities.

2. A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets one of the following criteria:

- a. Dependent children of active duty military personnel whose move resulted from military orders.
- b. Children who have been relocated due to a foster care placement in a different school zone.
- c. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.
- d. Authorized for good cause in district or charter school policy.

(4) The student standards for participation in interscholastic extracurricular activities must be applied beginning with the student's first semester of the 9th grade. Each student must meet such other requirements for participation as may be established by the district school board; however, a district school board may not establish requirements for participation in interscholastic extracurricular activities which make participation in such activities less accessible to home education students than to other students. Except as set forth in paragraph (3)(c), evaluation processes or requirements that are placed on home education student participants may not go beyond those that apply under s. [1002.41](#) to home education students generally.

(5) Any organization or entity that regulates or governs interscholastic extracurricular activities of public schools:

- (a) Shall permit home education associations to join as member schools.
- (b) Shall not discriminate against any eligible student based on an educational choice of public, private, or home education.

(6) Public schools are prohibited from membership in any organization or entity which regulates or governs interscholastic extracurricular activities and discriminates against eligible students in public, private, or home education.

(7) Any insurance provided by district school boards for participants in extracurricular activities shall cover the participating home education student. If there is an additional

premium for such coverage, the participating home education student shall pay the premium.

(8)(a) The Florida High School Athletic Association (FHSAA) shall, in cooperation with each district school board and its member private schools, facilitate a program in which a middle school or high school student who attends a private school is eligible to participate in an interscholastic or intrascholastic sport at a member public high school, a member public middle school, a member 6-12 public school, or a member private school, as appropriate for the private school student's grade level, if:

1. The private school in which the student is enrolled is not a member of the FHSAA or the private school in which the student is enrolled is a member of the FHSAA and does not offer the sport in which the student wishes to participate.

2. The private school student meets the guidelines for the conduct of the program established by the FHSAA's board of directors and the district school board or member private school. At a minimum, such guidelines must provide a deadline for each sport by which the private school student's parents must register with the member school in writing their intent for their child to participate at that school in the sport.

(b) The parents of a private school student participating in a member school sport under this subsection are responsible for transporting their child to and from the member school at which the student participates. The private school the student attends, the member school at which the student participates in a sport, the district school board, and the FHSAA are exempt from civil liability arising from any injury that occurs to the student during such transportation.

(c) For each academic year, a private school student may only participate at the member school in which the student is first registered under subparagraph (a)2. or makes himself or herself a candidate for an athletic team by engaging in a practice.

(d) The athletic director of each participating FHSAA member school shall maintain the student records necessary for eligibility, compliance, and participation in the program.

(e) Any private school that has a student who wishes to participate in this program must make all student records, including, but not limited to, academic, financial, disciplinary, and attendance records, available upon request of the FHSAA.

(f) A student must apply to participate in this program through the FHSAA program application process.

(9)(a) A student who transfers to a school during the school year may seek to immediately join an existing team if the roster for the specific interscholastic or intrascholastic extracurricular activity has not reached the activity's identified maximum size and if the coach for the activity determines that the student has the requisite skill and ability to participate. The FHSAA and school district or charter school may not declare such a student ineligible because the student did not have the opportunity to comply with qualifying requirements.

(b) A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets one of the following criteria:

1. Dependent children of active duty military personnel whose move resulted from military orders.
2. Children who have been relocated due to a foster care placement in a different school zone.
3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.
4. Authorized for good cause in district or charter school policy.

(10) A student who participates in an interscholastic or intrascholastic activity at a public school and who transfers from that school during the school year must be allowed to continue to participate in the activity at that school for the remainder of the school year if:

(a) During the period of participation in the activity, the student continues to meet the requirements specified in paragraph (3)(a).

(b) The student continues to meet the same standards of acceptance, behavior, and performance which are required of other students participating in the activity, except for enrollment requirements at the school at which the student participates.

(c) The parents of the student participating in the activity provide for the transportation of the student to and from the school at which the student participates. The school the student attends, the school at which the student participates in the activity, and the district school board are exempt from civil liability arising from any injury that occurs to the student during such transportation.

**History.**—s. 288, ch. 2002-387; s. 1, ch. 2008-228; s. 17, ch. 2011-3; s. 75, ch. 2011-5; s. 2, ch. 2011-103; s. 1, ch. 2011-117; s. 9, ch. 2012-192; s. 52, ch. 2013-35; s. 182, ch.



2014-17; s. 59, ch. 2014-39; s. 22, ch. 2016-237; s. 1, ch. 2017-186; s. 26, ch. 2018-6; s. 3, ch. 2023-97; s. 3, ch. 2023-113; s. 1, ch. 2025-52; s. 5, ch. 2025-106.

**A. Item Currently Budgeted -**

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

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

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

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 12. 27-3935**

8/25/2026

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**Title and Board Action Requested**

Approval of the Amendment to the Proportionate Share Mitigation Agreement with Arden of Brooksville.

**Executive Summary**

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the Amendment to the Proportionate Share Mitigation Agreement with Arden of Brooksville.

This amendment is required because there is no triggering condition for expiration of the Agreement for this multifamily project located within the City of Brooksville. Unlike the County, the City doesn't conduct preliminary site plan reviews, as indicated in the original Prop Share Agreement. The revised language in this Amendment provides the triggering condition necessary to create a legal basis for expiration.

**My Contact**

Brian Ragan

Director of Facilities & Construction

ragan\_b@hcsb.k12.fl.us

352-797-7050

Jim LLipsey

School Planner

lipsey\_j@hcsb.k12.fl.us

352-797-7050

**2023-28 Strategic Focus Area**

Priority 5: Fiscal Transparency and Capital Planning

**Financial Impact**

See attached budget sheet.

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

**FIRST AMENDMENT TO SCHOOL CONCURRENCY  
PROPORTIONATE SHARE MITIGATION AGREEMENT**

**THIS FIRST AMENDMENT TO THE SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT** ("First Amendment") is entered into as of the Effective Date (as defined below) by and between the **CITY OF BROOKSVILLE**, a municipal corporation of the State of Florida, whose address is 201 Howell Avenue, Brooksville, FL 34601, ("Local Government"), **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate of the State of Florida, whose address is 919 North Broad St., Brooksville, FL 34601 (the "School Board"), and **BROOKSVILLE DEVELOPMENT PARTNERS, LLC**, a Florida limited liability company whose address is 19046 Bruce B. Downs Blvd., 403 Tampa, FL 33647 ("Applicant") (Local Government, the School Board and Applicant are sometimes referred to as a "**Party**" or collectively as the "**Parties**").

**Recital**

**WHEREAS**, the **Parties** entered into that certain School Concurrency Proportionate Share Mitigation Agreement (the "**Agreement**") dated January 7, 2026; and

**WHEREAS**, the **Applicant** plans to develop three hundred and sixty (360) multifamily dwelling units on the Project Site; and

**WHEREAS**, the **Applicant** has not received final site plan approval and requests an extension of time to acquire final approval of the site plan; and

**WHEREAS**, the **Parties** hereby agree to amend the Agreement to allow for an extension of time to acquire site plan approval.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained in this First Amendment, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the **Parties** agree as follows:

1. **Recitals**. The recitals stated above are true and correct and are incorporated herein by this reference.
2. **Capitalized Terms**. Any capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
3. **Section 11(a) Termination**. Section 11(a) of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

The **Local Government** does not approve the final site plan within (i) twelve (12) months from the execution of the PSMA or the latest amendment thereto, or (ii)

twelve (12) months from the date of the initial application for Site Plan approval, whichever occurs last; or.

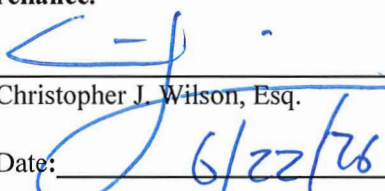
4. **Ratification**. Except as modified by this First Amendment, all terms and conditions of the Agreement remain in full force and effect.
5. **Counterparts**. This First Amendment may be executed in several counterparts, each of which may be deemed an original, and all the counterparts together shall constitute one and the same instrument.
6. **Effective Date**. The Effective Date of this First Amendment shall be the date when the last Party executed this First Amendment.

[SIGNATURE PAGES FOLLOW]

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

**SCHOOL BOARD**

Signed, witnessed, executed, and acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 2026.

|                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>WITNESSES:</b></p> <p>_____</p> <p><b>Print Name:</b> _____</p> <p><b>Address:</b> _____</p> <p>_____</p> <p>_____</p> <p><b>Print Name:</b> _____</p> <p><b>Address:</b> _____</p> <p>_____</p> <p>_____</p> | <p><b>SCHOOL DISTRICT OF HERNANDO COUNTY, FLORIDA</b>, a body corporate and politic existing under the laws of the State of Florida</p> <p>_____</p> <p><b>Kayce Hawkins</b><br/>Title: School Board Chair</p> <p><b>Approved as to form and legality by legal Counsel to The School District of Hernando County, Florida, exclusively for its use and reliance.</b></p> <p><br/>_____</p> <p>Christopher J. Wilson, Esq.</p> <p>Date: <u>6/22/26</u></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**STATE OF FLORIDA  
COUNTY OF HERNANDO**

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_.

{AFFIX NOTARY STAMP}

Notary Public of Florida

\_\_\_\_\_  
PRINT, TYPE OR STAMP NAME OF  
NOTARY

Personally known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



APPLICANT

Signed, witnessed, executed, and acknowledged on this 29<sup>th</sup> day of June, 2026.

WITNESSES:

Larysa Kurhar  
 Print Name: Larysa Kurhar  
 Address 884 Saxon Pl,  
Buffalo Grove IL 60089  
Alina Sandel  
 Print Name: Alina Sandel  
 Address 1692 Hais Park Ln  
Vernon Hills IL 60061

APPLICANT: BROOKSVILLE  
 DEVELOPMENT PARTNERS, LLC

By: Brooksville Development DE LLC

Manager \_\_\_\_\_  
 Title \_\_\_\_\_

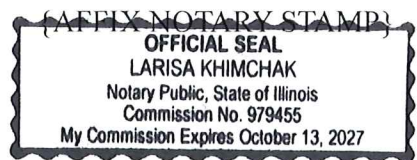
By: SAF Trust u/a/d July 5, 2022

By: [Signature]  
Boris Tabak, as Co-Trustee of the SAF Trust  
u/a/d July 5, 2022  
 Print \_\_\_\_\_

Manager \_\_\_\_\_  
 Title \_\_\_\_\_

STATE OF ~~FLORIDA~~ Illinois  
 COUNTY OF ~~HERNANDO~~ Cook

The foregoing instrument was acknowledged before me by means of ☒ physical present or ☐ online notarization, this 29<sup>th</sup> day of June, 2026, by Boris Tabak.



Notary Public of Florida

Larisa Khimchak  
 PRINT, TYPE OR STAMP NAME OF  
 NOTARY

Personally known X  
 OR Produced Identification \_\_\_\_\_  
 Type of Identification Produced \_\_\_\_\_

**LOCAL GOVERNMENT**

**CITY OF BROOKSVILLE,**  
**a political subdivision of the**  
**State of Florida**

**ATTEST:**

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

Jennifer Battista, City Clerk

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

Christa Tanner, Mayor

|                                                                                                                                                                              |                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>WITNESSES:</b><br><br>_____<br><b>Print Name:</b> _____<br><b>Address:</b> _____<br>_____<br>_____<br><b>Print Name:</b> _____<br><b>Address:</b> _____<br>_____<br>_____ | <b>Approved as to form for the reliance of the</b><br><b>City of Brooksville:</b><br><br>_____<br><b>Vose Law Firm, LLP</b><br><b>City Attorney</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|

**STATE OF FLORIDA**  
**COUNTY OF HERNANDO**

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_.

{AFFIX NOTARY STAMP}

Notary Public of Florida

\_\_\_\_\_  
 PRINT, TYPE OR STAMP NAME OF  
 NOTARY

Personally known \_\_\_\_\_  
 OR Produced Identification \_\_\_\_\_  
 Type of Identification Produced \_\_\_\_\_

**A. Item Currently Budgeted -**

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

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

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

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 13. 27-3941**

8/25/2026

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**Title and Board Action Requested**

Approval of the Amended and Restated Interlocal Agreement for Public School Facility Planning, School Concurrency, and Impact Fee Implementation.

**Executive Summary**

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the Amended and Restated Interlocal Agreement for Public School Facility Planning, School Concurrency, and Impact Fee Implementation.

**My Contact**

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

Jim Lipsey  
School Planner  
lipsey\_j@hcsb.k12.fl.us  
352-797-7050

**2023-28 Strategic Focus Area**

Priority 5: Fiscal Transparency and Capital Planning

**Financial Impact**

See attached budget sheet.

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

**AMENDED AND RESTATED INTERLOCAL AGREEMENT  
FOR  
PUBLIC SCHOOL FACILITY PLANNING, SCHOOL CONCURRENCY,  
AND IMPACT FEE IMPLEMENTATION**

**BETWEEN**

**HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS,  
CITY COUNCIL OF CITY OF BROOKSVILLE**

**AND**

**SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**

**AUGUST 25, 2026**

**AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR  
PUBLIC SCHOOL FACILITY PLANNING,  
SCHOOL CONCURRENCY, AND IMPACT FEE IMPLEMENTATION**

This Amended and Restated Interlocal Agreement for Public School Facility Planning, School Concurrency, and Impact Fee Implementation (“Agreement”) is entered into between the Hernando County Board of County Commissioner (the “County”), the City Council of the City of Brooksville (the “City”)(the City and County are collectively the “Local Governments”), and the School Board of Hernando County, Florida (the “School Board”)(the City, County and School Board are collectively the “Parties”) and the Parties state:

**RECITALS**

**WHEREAS**, the Parties entered that certain 2009 Amended and Restated Interlocal Agreement, dated March 10, 2009, (the “2009 Interlocal”) and the Parties desire enter this new interlocal agreement consistent with the terms as set forth herein; and

**WHEREAS**, for the avoidance of doubt, all Proportionate Share Mitigation Agreements and Findings of Available School Capacity issued prior to November 5, 2025 shall be governed by the 2009 Interlocal; and

**WHEREAS**, as set forth in Section 1013.33, Florida Statutes, “it is the policy of this state to require the coordination of planning between boards and local governing bodies to ensure that plans for the construction and opening of public educational facilities are facilitated and coordinated in time and place with plans for residential development, concurrently with other necessary services;” and

**WHEREAS**, the School Board and Local Governments recognize their mutual obligation and responsibility for the education, nurturing, and general well-being of the children within Hernando County; and

**WHEREAS**, the Local Governments and School Board recognize the benefits that will flow to the citizens and students of Hernando County by more closely coordinating their comprehensive land use and school facilities planning programs; namely (i) better coordination of new schools in time and place with land development, (ii) greater efficiency for the School Board and Local Governments by locating schools to take advantage of existing and planned roads, water and sewer utilities, and parks, (iii) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the Local Governments, (iv) better defined urban form by locating and designing schools to serve as community focal points, (v) greater efficiency and convenience by co-locating schools with parks, libraries, and other community facilities, and (vi) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

**WHEREAS**, the School Board and Local Governments are required to enter into this Agreement pursuant to Sections 163.31777, 1013.33, 163.3177(6)(h)3. and 163.3180(6), Florida Statutes, to jointly establish the specific ways in which the plans and processes of the School Board and Local Governments are to be coordinated; and



**WHEREAS**, Section 163.3180(6)(a), Florida Statutes, requires local governments that apply concurrency to public education facilities to include principles, guidelines, standards, and strategies, including adopted levels of service, in their comprehensive plans and interlocal agreements; and

**WHEREAS**, the School Board and Local Governments wish to provide for agreed upon procedures by which the Local Governments will collect, account for, and remit educational facilities impact fees on behalf of the School Board in accordance with Section 163.31801, Florida Statutes, the “Florida Impact Fee Act;” and

**WHEREAS**, it is the intent of the School Board and Local Governments that this Agreement shall supersede and replace the 2009 Interlocal, except to the extent it controls Proportionate Share Mitigation Agreements and Findings of Available School Capacity issued prior to the Effective Date of this Agreement.

**NOW THEREFORE**, be it mutually agreed between the County, the City and the School Board as follows:

The recitals above are incorporated herein by reference and made a part hereof.

## **SECTION 0 DEFINITIONS; RULES OF CONSTRUCTION**

### **Section 0.1 DEFINITIONS**

0.1 The following definitions shall apply throughout this Interlocal Agreement:

- 0.1.1 “Adopted Educational Facilities Plan” shall refer to the comprehensive planning document that is adopted annually by the School Board pursuant to Section 1013.35, *Florida Statutes*, and that contains the Educational Plant Survey and District Facilities Work Program. It includes long-range planning for facilities needs over 5-year, 10-year, and 20-year periods.
- 0.1.2 “Appropriate Level of Service Standard” or “Level-of-Service” or “LOS” shall refer to the ratio of Student Enrollment to the sum of FISH Capacity plus Proportionate Share Capacity and Reserved Capacity, expressed as a percentage, and jointly adopted by the School Board and the Local Governments, as identified in Section 6.1 below.
- 0.1.3 “Available School Capacity” shall refer to the circumstance where there is sufficient school capacity, based on the adopted LOS standards, to accommodate the demand created by a proposed development.
- 0.1.4 “School Capacity” or “FISH Capacity” shall refer to the number of students that can be served in a public-school facility as recorded in the Florida Inventory of School Houses, multiplied by a target utilization percentage rate by school type (i.e. elementary, middle, high) established by the Florida Department of Education.

- 0.1.5 “Capital Improvement Element” or “CIE” shall refer to one of the elements of a local government’s adopted comprehensive plan required by the Florida Growth Management Act.
- 0.1.6 “Comprehensive Plan” shall refer to the document adopted by the Local Governments pursuant to the Florida Growth Management Act, which guides local planning and land use decisions.
- 0.1.7 “Concurrency Service Area” or “CSA” shall refer to the geographical area defined by a public-school attendance boundary established by the School Board, within which school concurrency is applied and determined. A CSA is deemed to be Contiguous if it directly abuts another CSA.
- 0.1.8 “District Facilities Work Program” or “5-Year Work Plan” shall refer to the five-year listing of capital outlay projects adopted by the School Board pursuant to Section 1013.35, *Florida Statutes*, as part of the Educational Facilities Plan, in order to properly maintain the educational plants and ancillary facilities of the district and to provide an adequate number of satisfactory student stations for the projected Student Enrollment of the district in K-12 programs.
- 0.1.9 “Educational Facilities” shall refer to the buildings and equipment, structures, and special educational use areas that are built, installed, or established to serve primarily the educational purposes and secondarily the social and recreational purposes of the community and which may lawfully be used as authorized by the Florida Statutes, and approved by boards, as referenced in chapter 1013, Florida Statutes.
- 0.1.10 “Educational Plant” shall refer to the Educational Facilities, site, and site improvements necessary to accommodate students, faculty, administrators, staff, and the activities of the educational program of each plant, as referenced in Chapter 1013, *Florida Statutes*.
- 0.1.11 “Educational plant survey” An educational plant survey is a systematic study of existing educational and ancillary plants and the determination of future needs, for the purpose of providing an appropriate educational program and services for each student, conducted every five years in accordance with Section 1013.31, *Florida Statutes*, and made a part of the Educational Facilities Plan.
- 0.1.12 “Existing Schools” or “Existing School Facilities” shall refer to those school facilities constructed and operational within Hernando County at the time a complete School Capacity Application is submitted to school district staff for school concurrency.
- 0.1.13 “FISH” shall refer to the most recent published edition of the “Florida Inventory of School Houses,” the official repository for documenting and maintaining the inventory of all Educational Plants within Florida’s public-school districts, managed by the Florida Department of Education’s Office of Educational Facilities.
- 0.1.14 “Florida Growth Management Act” shall refer to the legislation contained in Chapter 163, Part II, *Florida Statutes*.

- 0.1.15 “Mitigation Capacity” shall refer to future School Capacity that will be funded by a mitigation payment pursuant to an executed and recorded Proportionate Share Mitigation Agreement, for which a Finding of Available Capacity has been issued, but which has yet to be assigned to any Planned School Facilities.
- 0.1.16 “Preliminary Plat” or “Conditional Plat” shall refer to a map or delineated representation of the subdivision of lands that is a complete and exact representation of the residential subdivision or planned community and contains any additional information needed to be in compliance with the requirements pursuant to Chapter 177 of Florida Statutes and as referenced in the City of Brooksville Code as to Preliminary Subdivision Plat and the Hernando County Code as to Conditional Plat. Preliminary Plat and Conditional Plat shall be interchangeable herein.
- 0.1.17 “Previously Approved Development” shall refer to (a) single family lots of record having received Final Plat approval prior to the effective date of the School Concurrency Ordinance; and (b) multi-family residential developments having received Final Site Plan approval prior to the effective date of the School Concurrency Ordinance.
- 0.1.18 “Intergovernmental Coordination Element” or “ICE” shall refer to that comprehensive plan element to be adopted by the County and the City, in cooperation with the School Board, pursuant to ss. 163.3177 (6)(h), *Florida Statutes*, and in accordance with this interlocal Agreement.
- 0.1.19 “Reserved Capacity” shall refer to that School Capacity already set aside for a Previously Approved Development or a development for which a Finding of Available School Capacity has been issued for school concurrency and remains in effect
- 0.1.20 “School Capacity Application” or “Application” shall refer to the application filed by any person seeking to: (a) request a school concurrency analysis for new residential housing, (b) proffer a Proportionate Share Mitigation Agreement, (c) request a time extension of a Finding of Available School Capacity, or (d) appeal a capacity determination; subject to the School Concurrency Ordinance
- 0.1.21 “School Concurrency Ordinance” shall refer to those ordinances adopted by the County and the City which implements school concurrency in accordance with this Interlocal Agreement, the Growth Management Act and Chapter 1013, *Florida Statutes*.
- 0.1.22 “Site Plan” shall refer to a Site Plan submitted to the County or the City, as applicable, for approval of a multi-family development pursuant to the County or City code of ordinances, respectively.
- 0.1.23 “Student Enrollment” shall refer to the number of students enrolled in one or more existing school facilities as reported each October to the Florida Department of Education.
- 0.1.24 “Tentative Educational Facilities Plan” shall refer to the tentative comprehensive planning document that includes long-range planning for facilities needs over 5-year, 10-year, and 20-year periods, as set forth in Section 1013.35(2), *Florida Statutes*, that has not been adopted by the School Board.

## **Section 0.2 RULES OF CONSTRUCTION**

0.2 The following rules of construction shall apply throughout this Interlocal Agreement:

- 0.2.1 **Computation of time.** All references to ‘day’ or ‘days’ in this Interlocal Agreement shall refer to calendar days unless the text specifically references ‘working days.’ ‘Working days’ shall include all days of the month excluding Saturdays, Sundays, and federally recognized holidays. A day shall run from 12:01 A. M. to 12:00 P.M. (midnight). When any act is required to be done over a certain number of days, the first day shall be excluded and the last day shall be included for calendaring purposes.
- 0.2.2 **Statutory references.** All statutory references shall be construed and interpreted in harmony with the general references and recognized rules of statutory construction. Typographical errors in any specific statutory reference shall be ignored and substituted with the foregoing general references.

## **SECTION 1 MUTUAL COORDINATION AND SHARING OVERSIGHT**

### **Section 1.1 COORDINATING AND SHARING INFORMATION**

- 1.1 **The Working Group.** There is hereby established a working group consisting of staff of the School Board and the Local Governments whose purpose is to facilitate the planning of Educational Facilities on behalf of the governing bodies of the Parties to this Agreement and to make recommendations to the Oversight Committee, as defined below (the “Working Group”). The Working Group will meet on the first Thursday of March each year. The Working Group will also meet on the first Thursday of September or October each year, depending on the timing of the Tentative Educational Facilities Plan, as described below, and as many other times, as necessary. The Working Group is a staff level, fact-finding body not subject to the Sunshine Law.
- 1.2 **Population Projections.** In fulfillment of their respective planning duties, the Local Governments and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and Student Enrollment. Prior to February 28 each year, the Local Governments will provide the School Board with population projections, development trends and data (such as preapplication meetings or new applications over the prior year), and any amendments to their comprehensive plans that will increase allowable residential density, or which may affect Student Enrollment. The purpose of this information is to allow the School Board to understand the amount, type, and geographic distribution of residential development. The data furnished to the School Board shall include the number, type, and location of residential building permit applications. The information will be discussed at the March meeting of the Working Group.
- 1.3 **Student Population Projections.** At the March meeting of the Working Group, the School Board shall provide a snapshot of the number of students in seats as of October of the then current school year (“Enrollment” or “Student Enrollment”) to be used by the Parties for valuating capacity and impact fee adjustments. The School Board shall also provide the

Local Governments with projected Student Enrollment based on actual Student Enrollment, trending birth rates, and approved residential development. The projections must be apportioned geographically and by grade level.

- 1.4 **The Annual Report.** By April 1st of each year, the Working Group, led by the School Board staff, will produce a report (the “Annual Report”) to the Oversight Committee, identified in Section 2 below, which will address the coordination of land use and school facilities phasing, including population projections and Student Enrollment projections, development trends, school needs, and any other relevant matter pertaining to school facility planning. The Annual Report shall include a narrative describing planning issues for each school, including charter schools, which specifically address the following:

- (a) FISH Capacity;
- (b) Increases or decreases in Student Enrollment;
- (c) Summary of Impact Fees and Proportionate Share Mitigation collected for the prior year;
- (d) Summary of existing Reserved Capacity, as defined herein;
- (e) Utilization level, i.e., current Student Enrollment divided by FISH Capacity; and
- (f) Any rezoning, program additions, or capital improvements which would impact the enrollment, capacity, or utilization at the school.

The Annual Report shall also include a brief narrative summary of approved residential projects. For each such project, the Annual Report shall include the following:

- (a) Type and number of residential units;
- (b) Potential students to be generated by school level;
- (c) Anticipated build out year; and
- (d) Whether the project has Reserved Capacity in accordance with the terms of this Agreement.

- 1.5 **Educational Facilities Plan.** When preparing the Educational Facilities Plan pursuant to Section 1013.35, Florida Statutes, the School Board shall use information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, in consideration of the population projections of the County to ensure that the Educational Facilities Plan reflects Student Enrollment projections taking into account development projections within the unincorporated County and the municipalities. The Educational Facilities Plan will include projected Student Enrollment based on an inventory of existing school facilities, projections of facility space needs, remaining useable service life of relocatable classrooms, potential locations of new schools, options to reduce the need for additional permanent student stations, and locations of potential school closures.

Subject to the Department of Education making the work plan for the district available, the School Board will endeavor to provide the Local Governments with the Tentative Educational Facilities Plan on or before September 30, of each year, including the five-year District Facilities Work Program and Educational Plant Survey required by Section 1013.31, Florida. Statutes, for review and comment. The Working Group will convene one (1) week after the Tentative Educational Facilities Plan is delivered to discuss the same.

The final adopted plan shall be provided to the Local Governments within fifteen (15) days after adoption by the School Board.

## **SECTION 2. OVERSIGHT PROCESS**

- 2.1 **Oversight Committee.** A committee consisting of the School Board, the Hernando County Board of County Commissioners, and the Brooksville City Council shall monitor the implementation of this Agreement (the “Oversight Committee”). The Oversight Committee will review the Annual Report of the Working Group and discuss policy and technical recommendations concerning issues of mutual concern to the Parties, including recommendations to amend or supplement this Agreement.
- 2.2 **Meetings of the Oversight Committee.** The Oversight Committee shall meet annually in either April, May, or June and may meet in as many specially called meetings, as necessary. Any member of the Oversight Committee may call a special meeting by requesting the School Board to publicly notice the special meeting and provide the School Board with the topic of said special meeting. The Oversight Committee shall be subject to the Sunshine Law and shall encourage public participation in its meetings. The Superintendent of Schools shall assign a staff member to publish notice and prepare minutes of the Oversight Committee’s meetings, which shall be retained by the School Board.

## **SECTION 3. SCHOOL SITE SELECTION**

- 3.1 **Determination of Consistency of Proposed School Site with the Comprehensive Plan.** The location of each educational facility shall be consistent with the comprehensive plans and land development regulations of the Local Government in which the facility is located. The School Board shall notify the applicable Local Government in writing at least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility. Within forty-five (45) days of receipt of the notice, the Local Government shall provide the School Board with a preliminary determination as to whether the proposed acquisition or lease is consistent with the land use categories and policies of the Local Government’s comprehensive plan. The Parties must also consider the effects of the location of public education facilities to encourage the efficient use of infrastructure and to discourage uncontrolled urban sprawl.
- 3.2 **Determination of Consistency of Site Plan with the Comprehensive Plan and Land Development Regulations.** Once a school site has been selected, as early in the design phase as feasible, but no later than ninety (90) days prior to commencing construction of a new educational facility, the School Board shall request a determination from the applicable Local Government as to whether the proposed site plan is consistent with the Local Government’s comprehensive plan and land development regulations, to the extent said land development regulations are not preempted by Florida law. The request will include as much information as is possible to assist in making the determination. Within forty-five (45) days of receipt of the request, the governing body of the Local Government shall determine in writing whether the proposed school site plan is consistent with the Local Government’s comprehensive plan and land development regulations. The Local Government may not deny consistency determination based solely on the programmatic needs determined by the School Board, as this concern is more properly within the purview



of the School Board. If the proposed site plan is consistent with the Local Government's land use policies within its comprehensive plan, the Local Government may not deny the application but may impose reasonable development standards and conditions pertaining to environmental, health, safety, and welfare concerns, as well as the effects on adjacent property. If the School Board requests a consistency determination for the expansion of an existing facility, the Local Government may only impose reasonable development standards and conditions pertaining to the environmental, health, safety, and welfare concerns, as well as effects on adjacent property resulting from the expansion as existing schools shall be considered consistent with the Local Government's comprehensive plan. Provided however, that any reasonable development standards and conditions imposed pursuant to this section shall be consistent with Chapter 1013, Florida Statutes, and the Florida Building Code unless mutually agreed to otherwise.

Failure of the Local Government to provide a determination within ninety (90) days of receipt of the request shall be considered an approval of the School Board's application. Once the Local Government determines the proposed facility is consistent with its comprehensive plan and land development regulations, including through the imposition of reasonable standards and conditions, the School Board may commence construction without any further approval of the Local Government. If a potential school site plan is not consistent with the applicable comprehensive plan or land development regulations, the Local Government will advise the School Board as to the appropriateness and the criteria under which the School Board may request an amendment to the comprehensive plan to allow for the school siting.

- 3.3 **Exemption from Determination of Consistency with the Comprehensive Plan and Land Development Regulations.** In accordance with Section 1013.33(9), Florida Statutes, or its successor, Local Government review and approval is not required for the placement of temporary or portable classroom facilities or the proposed renovation or construction on existing school sites with the exception of construction that changes the primary use of a facility or that results in a greater than five percent increase in student capacity.
- 3.4 **Supporting Infrastructure.** In conjunction with the initial land use consistency determination described in Section 3.1 above, and pursuant to Section 1013.51(1), Florida Statutes, or its successor, the School Board and affected Local Government will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or major renovation to an existing school. The School Board and the affected Local Government will enter into a written agreement identifying the timing, location, and the parties responsible for financing, constructing, operating, and maintaining the required improvements.
- 3.5 **Safe Routes to School.** In accordance with Section 1013.33(1), Florida Statutes, when conducting the Comprehensive Plan and land development regulation consistency determination for school site plans, required by Section 3.2 above, and at the time of review of development orders or plats by the Local Governments, the Parties to the planning process must consult with the state and local road departments to assist in implementing the Safe Paths to School program administered by the Florida Department of Transportation.

### 3.6 Zoning Categories In Which Schools are Allowed

- (a) Within the County (unincorporated), schools are allowed as part of a “public service facility overlay district” within all zoning districts or as a special exception in certain zoning districts. The same procedures that apply to a standard re-zoning application also apply to designating an area a public service overlay district (see Appendix A to the County’s Code of Ordinances).
- (b) Within the City, schools are allowed within the Agricultural, Residential, C-1, C-2, C-3, and PDP zoning districts subject to approval by the City as a “special exception use” in said district. The City’s Code of Ordinances govern the process for obtaining a special exception use within the City.
- (c) The decision of the Board of County Commissioners or the Brooksville City Council, acting within their respective jurisdictions, shall be the final local government action of any comprehensive plan amendment or re-zoning decision.

## SECTION 4. LOCAL PLANNING AGENCIES, COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS

- 4.1 **Local Planning Agency.** Each Local Government shall include a non-voting representative of the School Board on the respective Local Planning Agencies, or the Local Government’s equivalent (“LPA”), pursuant to Section 163.3174, Florida Statutes. The Local Government will provide the School Board notification and an opportunity to participate in public meetings in which Local Governments consider Future Land Use Map (FLUM) amendments, Comprehensive Plan Amendments, development orders, and rezoning applications that will increase residential density, or which may affect Enrollment. Such notice will be provided as soon as practicable after receipt of a completed application for such changes.
- 4.2 **Capacity Reporting.** The purpose of the School Board’s representative on the respective LPAs is to advise the applicable Local Government of the effect of proposed developments on Available School Capacity and the Level of Service, as defined below. School Board staff may provide verbal or written comments concerning Enrollment impacts anticipated to result from the proposed development and whether Available Capacity exists to accommodate the proposed impacts. The School Board’s capacity reporting must be based on FISH Capacity, the student demand portion of which shall be calculated by multiplying the number of proposed residential units by the Student Generation Rate, as defined below, derived from the then current impact fee study.

The School Board staff may also provide verbal or written comments and requests to the Local Government regarding other impacts of the proposed development, such as and without limitation, the need for school bus stop pads or the need for pedestrian connections. In considering the development application, the Local Governments will give great weight to School Board’s comments. In cases where the approval of a new development would cause school capacity to exceed the adopted Level of Service, the Local Government having jurisdiction over the development shall either deny the application or condition the

approval on the applicant entering into a Proportionate Share Mitigation Agreement with the School Board and the Local Government in accordance with this Agreement.

## **SECTION 5. SHARED USE OF FACILITIES**

The Parties recognize that the co-location and shared use of facilities result in efficient use of public resources and benefit the users of those facilities. In accordance with Section 163.31777(2)(g), Florida Statutes, the Local Governments will consider, where feasible, the co-location and shared use of facilities with the School Board when preparing their respective capital improvement plans, and the School Board will likewise consider the co-location and shared use of facilities when preparing its Educational Facilities Plan. A separate agreement will be developed for each instance of co-location and shared use of facilities which addresses at a minimum operating and maintenance costs, scheduling use of the facilities, and legal liability.

## **SECTION 6. SCHOOL CONCURRENCY IMPLEMENTATION**

- 6.1 **The Level-of-Service.** The Parties shall exercise authority in conjunction with each other to jointly establish adequate level-of-service standards for public educational facilities (“LOS” or “Level of Service”), mindful of the School Board’s constitutional and statutory obligations to provide a uniform system of free public schools on a countywide basis as well as the land use authority of Local Governments including their authority to approve or deny comprehensive plan amendments and development orders.
- 6.1.1 **LOS Established.** The LOS shall be 100% of school capacity for all school levels, where school capacity equals current FISH Capacity, less any relocatable facilities purchased in 1998 or earlier and any relocatable capacity scheduled for elimination or replacement, plus new permanent capacity in place or under actual construction within three (3) years of approval of a final subdivision or site plan, or its functional equivalent.
- 6.1.2 **LOS in Comprehensive Plans.** The LOS identified herein shall be consistent with the LOS adopted by rule by the School Board pursuant to Chapter 120, Florida Statutes, and shall likewise be consistent with the capital improvements elements of the respective comprehensive plans of the Local Governments in accordance with Section 163.3180(6)(c), Florida Statutes, or its successor. The Local Governments shall also identify within the capital improvement elements of their respective comprehensive plans the facilities necessary to meet the LOS during a five-year period consistent with the School Board’s Educational Facilities Plan and Five-Year District Facilities Work Program in accordance with Section 163.3177(3) and 163.3180(6)(g), Florida Statutes, or their successors. In addition, each Local Government shall adopt land development regulations consistent with the requirements of this Agreement.
- 6.1.3 **Review of the LOS.** For purposes of this Agreement, the LOS shall be reviewed at least annually by the Oversight Committee as part of the policy and technical recommendations to be provided to their respective governing bodies. LOS shall be established such that it can be reasonably met.

- 6.2 **Finding of Available School Capacity.** Unless exempted from school concurrency as provided in subsection 6.5 below, the Local Governments shall not approve a residential building permit, final plat or multi-family residential site plan, or the functional equivalent, until after the applicant has obtained a Finding of Available School Capacity from the School Board and subsequently a certificate of concurrency from the City or County.
- 6.2.1 **School Concurrency Application.** Upon submittal of an application to a Local Government that includes residential development, the applicant shall make an application to the School Board pursuant to the School Board's fee schedule and then current School Concurrency Application. The School Board may in its discretion determine what information is required to be contained within an application and may establish and collect a fee to cover the actual costs of evaluating the applications. From time to time, the School Board may update the application and fee schedule. For all non-exempt applicants for residential development, the Local Government will receive the application form from the School Board and will review the application to confirm it is consistent with the number and types of units being applied for, and, confirm to the School Board that the application is consistent with what the applicant is seeking from the Local Government ("Consistency Determination"). Within thirty (30) days of the Consistency Determination, the School Board shall either (i) issue a Finding of Available School Capacity finding sufficient capacity exists to accommodate the students to be generated by the proposed residential development, or (ii) advise the applicant that insufficient capacity exists, the number of student stations that must be mitigated before obtaining the Finding of Available School Capacity, and the grade level/s and cost thereof. The applicant shall execute the PMSA, defined below, pursuant to the schedule set forth below ("PMSA Execution Deadline"). Failure to execute the PMSA within the PMSA Execution Deadline will require the applicant to submit a new application and fee.
- i.* If the School Board determines that adequate capacity does not exist but that mitigation is an acceptable alternative, the development application will remain active pending the conclusion of the mitigation negotiation period described below.
  - ii.* The County or the City will issue a certificate of concurrency only upon:
    - (a) the School Board's written determination that adequate school capacity will be in place or under actual construction within three (3) years after the issuance of final plat or multi-family residential site plan, or the functional equivalent for each level of school without mitigation; or,
    - (b) the execution of a legally binding mitigation agreement between the applicant, the School Board, and the County/City pursuant to this Interlocal Agreement.
  - iii.* If within 90 days of the date the applicant initiates the mitigation negotiation period, the applicant, the School Board, and the Local Government are able to agree to an acceptable form of mitigation, a legally binding mitigation agreement shall be executed by the applicant, the School Board, and the Local Government which sets forth the terms of mitigation, including such issues as

the amount, nature, and timing of donations, construction, or funding to be provided by the developer, and any other matters necessary to effectuate mitigation in accordance with this Interlocal Agreement. The mitigation agreement shall specify the amount and timing of any impact fee credits or reimbursements, if any, that the developer expects to receive in connection with its mitigation payment/donation under said agreement.

- iv. If, after 90 days, the applicant and the School Board are unable to agree to an acceptable form of mitigation, the School Board will report an impasse to the County or the City, as appropriate, in writing and the Local Government will not issue a school concurrency determination for the proposed development.
- v. The School Board may grant up to one (1) ninety 90-day extensions to the mitigation negotiation period.
- vi. To the extent required under Florida law, mitigation must be proportionate to the demand for public school facilities to be created by the actual development of the property.

**6.2.2 Determining Available Capacity.** Available capacity shall be derived using the following formula:

$$\text{Available Capacity} = (\text{FISH Capacity} \times \text{Adopted Level of Service}) - (\text{Enrollment} + \text{Reserved Capacity})$$

Where Reserved Capacity is the number of student stations held in reserve by the School Board for specific developments for which a Certificate of Concurrency has been issued or student stations held in reserve for vested developments that are exempted from concurrency requirements as set forth in Section 6.5. And where FISH Capacity includes school facilities that will be in place or under actual construction within three years of the approval of the final subdivision or site plan, or its functional equivalent.

**6.2.3 Expiration of Findings of Available School Capacity and Certificates of Concurrency.** A Finding of School Capacity issued by the School Board shall be valid for one (1) year from issuance, unless and until a Certificate of Concurrency is obtained from the Local Government. Upon issuance of a Certificate of Concurrency from the Local Government the Finding of Available Capacity shall be valid until the termination or expiration of the Certificate of Concurrency. If the Certificate of Concurrency is issued through a Proportionate Share Mitigation Agreement, it shall expire or terminate pursuant to the terms and conditions of the Proportionate Share Mitigation Agreement.

**6.2.3.1 County.** Certificates of School Concurrency shall expire and terminate if one of the following occurs:

- a. A Conditional Plat, Preliminary Plat, or Preliminary Site Plan approval is not issued within twelve (12) months of the Effective Date of the Proportionate Share Agreement; or
- b. Construction plan approval is not issued within two (2) years of Conditional Plat,

- Preliminary Plat, or Site Plan approval, as applicable.; or
  - c. Applicant fails to fully pay the Proportionate Share Mitigation Payment when due under the Proportionate Share Mitigation Agreement and such breach remains uncured for a period of thirty (30) days; or
  - d. The **Applicant** fails to obtain at least one building permit for a unit other than a model home within three (3) years of recording of the plat or, if a plat is not required, within three (3) years of final approval of the Site Plan, or its equivalent. In such case, unless for good cause shown by the **Applicant**, the Certificate of Concurrency shall be terminated and, other than capacity associated with a payment of Proportionate Share Mitigation, any encumbered or reserved school capacity shall be returned to its applicable capacity bank.
- 6.2.3.2 **City.** Certificates of School Concurrency shall expire and terminate if one of the following occurs:
- a. A Preliminary Plat for single family residential approval is not issued within twelve (12) months of the Effective Date of the Proportionate Share Agreement; or
  - b. Construction plan approval is not issued within two (2) years of Preliminary Plat for single family residential development;
  - c. Construction plan/final site plan approval for multifamily development is not issued within three (3) years of site plan application; or
  - c. Applicant fails to fully pay the Proportionate Share Mitigation Payment when due under the Proportionate Share Mitigation Agreement and such breach remains uncured for a period of thirty (30) days; or
  - d. The Applicant fails to obtain at least one building permit for a unit other than a model home within three (3) years of recording of the plat or, if a plat is not required, within three (3) years of final approval of the Site Plan, or its equivalent. In such case, unless for good cause shown by the Applicant, the Certificate of Concurrency shall be terminated and, other than capacity associated with a payment of Proportionate Share Mitigation, any encumbered or reserved school capacity shall be returned to its applicable capacity bank.

### 6.3 **Proportionate Share Mitigation.**

- 6.3.1 **LOS Triggers Mitigation.** In order to balance competing interests, preserve the constitutional concept of uniformity, and avoid disruption of existing educational and growth management processes, the Parties will apply school concurrency to development on a countywide basis so that a concurrency determination for a specific development will be based upon the availability of school capacity districtwide based on the Concurrency Service Areas defined in Section 6.6 and 6.7 below. When the LOS exceeds 100% of FISH Capacity at any school level, the Local Governments shall require applicants for residential development not exempt from school concurrency to obtain a Certificate of School Concurrency by entering into a proportionate share mitigation agreement with the School Board (“Proportionate Share Mitigation Agreement” or “PSMA”) and paying proportionate share mitigation to the School Board (“Proportionate Share Mitigation”).

An applicant’s Proportionate Share Mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level requiring mitigation: Multiply the number of new student stations required to serve the proposed development for which there is no Available Capacity by the average cost per student

station as established by the Florida Department of Education plus the land costs necessary for the school site to serve the proposed development. Notwithstanding the foregoing, the total Proportionate Share Mitigation shall in no case exceed the total Educational Facilities impact fees to be paid for the proposed development based on the impact fee amount in effect as of the effective date of the PSMA.

The number of student stations required to serve the proposed development shall be determined by multiplying the number of residential units applied for by the student generation rate for the applicable type of housing, i.e., single family residential/mobile home, multi-family residential, and/or mobile home park. The student generation rate shall be established by utilizing the most recent of (1) the then current public school impact fee study or (2) a study conducted by a qualified consultant selected by the School Board, in its reasonable discretion (the “Student Generation Rate”).

**6.3.2 Calculating Proportionate Share Mitigation.** The parties agree the formula to calculate the total amount of the Proportionate Share Mitigation shall be:  $p = (s - a) \times (c + (c \times f))$ , where

- i.  $p$  = Proportionate Share Mitigation Amount, and
- ii.  $s$  = Students (by school type) that will be generated by the Proposed Development (by housing type), and
- iii.  $a$  = Available FISH capacity (by school type) or **zero** if no capacity is available, and
- iv.  $c$  = Total Facility Cost per Student Station for each school level, as published in the Educational Facilities Impact Fee Update Study adopted by the School Board and in effect at the time when the Proportionate Share Mitigation is accepted plus authorized ancillary facility costs per student, and
- v.  $f$  = Student Station Cost Adjustment Factor (indexed to 2022=100) for the year in which the Proportionate Share Mitigation is accepted, as published by the Florida Legislative Office of Economic and Demographic Research (EDR). For avoidance of doubt and clarity, the following example is provided: The Student Station Cost Factor for August of 2022 is 1.4812 and is the base number until a new Impact Fee Study is completed. The Formula is  $((V2-V1)/(V1)) \times 100 = f$ . As an example, the Student Station Cost Factor for June 2025 is 1.6177.  $((1.6177-1.4812)/1.4812) \times 100 = 9.21\%$ .

**6.3.3 Timing of Mitigation Payments.** The execution of a Proportionate Share Mitigation Agreement shall be a condition of the Conditional/Preliminary Plat approval, site plan approval, or its functional equivalent. The Parties recognize the advantages of utilizing a standardized PSMA structure. Accordingly, each PSMA shall adhere to the following mitigation payment protocol. The payment of the Proportionate Share Mitigation in full shall occur at the time of, and shall be a condition of the final plat approval, site plan approval or its functional equivalent for the proposed development, but in no event later than the issuance of the first building permit. This payment shall be made directly to the School Board.

**6.3.4 Mitigation Alternatives.** The School Board may accept non-cash forms of mitigation including contributions of land; the donation, construction, or funding of school facilities;



the expansion of existing facilities; and the construction of a charter school that complies with the requirements of Section 1002.33(18), Florida Statutes, or its successor.

- 6.3.5 **Programming Mitigation Payments.** The School Board shall direct the Proportionate Share Mitigation contributed by an applicant for a proposed development towards a school capacity improvement identified in its 5-year Educational Facilities Work Program and if no project has been identified, the School Board shall set aside the funds, and not spend same until an improvement has been identified which satisfies the demands created by the proposed development, in accordance with the applicable Proportionate Share Mitigation Agreement.

6.4 **Credits.**

- 6.4.1 **Credits in the form of Vouchers.** In accordance with Section 163.3180(6)(h)(2)(b) and 163.31801(5)(a), Florida Statutes, any Proportionate Share Mitigation paid will entitle the applicant to a dollar-for-dollar credit toward Educational Facilities impact fees based on the impact fee rate at the time the Proportionate Share Mitigation is actually paid. The School Board will provide the applicant a credit on a dollar-for-dollar credit basis at fair market value, in the amount equal to the proportionate share mitigation provided by the applicant towards Educational Facilities impact fees (“Impact Fee Credits”) in the form of the Hernando County Educational Facilities Impact Fee Voucher shown on Exhibit “A” attached (the “Voucher”).

- 6.4.2 **Use of Voucher.** The number of units set forth in the Voucher will be based upon the rate of Impact Fees at the time of the Proportionate Share Mitigation payment and shall be rounded down to the nearest unit. In no event will the dollar amount of the Proportionate Share Mitigation exceed the dollar amount of the Impact Fees due for the proposed development. The applicant shall provide the Voucher(s) to the Local Governments at the time of the impact fee payment. If educational facilities impact fee rates are increased, the holder of any credits will be entitled to the full benefit of the residential density prepaid by the exaction without the need to pay any additional amount.

- *Example:* As an example, the Educational Impact Fee as of July 1, 2025, is \$6,135.00 per single family home. Assuming the payment is in the amount of \$350,000.00, it would result in a voucher for 57.04 single family home units, which would be rounded down to 57 units and the actual payment would be \$349,695. If the impact fee rate is increased after the issuance of the Voucher, the Voucher would nevertheless be valued at 57 single family residential units. The same calculation method would apply to other housing types, such as multi-family.

- 6.4.3 **Assignment of Credits.** The applicant for a proposed development may assign the Voucher, in whole or in part, pursuant to Section 163.31801(10). To accomplish said assignment, the School Board shall, within thirty (30) days of receipt of a written request from the applicant, reassign the Voucher, in whole or in part, to another development or parcel that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction, and which receives benefits from the improvement or contribution that generated the credits. Should at any time, the total number of units set forth in the proposed

development exceed the number of units set forth in the Voucher(s) issued, the applicant shall pay the then current impact fee amount for each unit above the total amount of units in the issued vouchers.

6.4.4 **Non-cash exactions.** Any non-cash exaction that is provided will entitle the applicant to credit toward Educational Facilities impact fees on a dollar-for-dollar basis at fair market value of the exaction calculated at the time the exaction is transferred to the School Board. The School Board shall issue the credit within ten (10) days of actual payment or transfer of the fee or other exaction.

6.4.5 **Changes in Law.** In the event a binding ruling is issued by a court of competent jurisdiction or a statutory amendment that contradicts the above-described credit system, the Parties agree to meet and agree upon an alternative formula within one hundred twenty (120) days of said ruling or statutory amendment.

6.5 **Exemptions.** The following residential uses shall be exempt from the requirements of school concurrency:

- i. Age restricted community (55 years and older) with no individual under the age of eighteen residing within the development during the school term (currently August through June). To be eligible for this exemption, a binding restrictive covenant or other instrument limiting the age of residents must be recorded in the Official Records of the County and contain within it provisions for the requirement to pay to the School Board the applicable proportionate share mitigation that would have been due at the time of application to the School Board in the event of a breach of the covenant.
- ii. Developments which result in ten (10) or fewer residential units or Class C Subdivisions, which impact shall be considered *de minimus*. Such developments are not otherwise exempt from the approval processes of the applicable Local Government.
- iii. Single family lots of record having received final plat or site plan approval, or the functional equivalent, prior to March 10, 2009.
- iv. Multi-family residential development having received final site plan approval prior to the effective date of the applicable School Concurrency Ordinance.
- v. Amendments to residential development approvals issued prior to the effective date of the adopted School Concurrency Ordinance, which do not increase the number of residential units or change the type of residential units proposed.

## 6.6 **Concurrency Service Areas**

6.6.1 The Concurrency Service Areas (“CSAs” – defined in Section 0.1.7) have been developed by the School Board, in conjunction with the County and the City, based upon school attendance zones so that there is school capacity in each Concurrency Service Area or contiguous Concurrency Service Area to meet the adopted Level-of Service standard

within the 5-year time frame contained in the work program as mandated by state law. The current version of the CSA maps, as amended from time to time pursuant to state law and this Interlocal Agreement, shall be publicly available on the school district's website and are incorporated herein by reference.

6.6.2 CSAs shall be subsequently modified to maximize available school capacity and make efficient use of new and existing public-school facilities in accordance with the LOS standards set forth in this Interlocal Agreement, and taking into account policies to:

- i. minimize transportation costs;
- ii. limit maximum student travel times;
- iii. effect desegregation plans;
- iv. achieve socio-economic, racial, and cultural diversity objectives;
- v. recognize capacity commitments resulting from the development approvals (by the County and/or the City) for the CSA; and,
- vi. recognize capacity commitments resulting from development approvals (by the County and/or the City) for contiguous CSAs.

6.6.3 All CSAs will be described geographically, appropriately mapped and publicly available on the school district's website.

6.6.4 Future amendments to the CSAs-other than periodic adjustments to school attendance zone boundaries-may be accomplished by the School Board in accordance with the criteria in Section 6.6.2 above and only after review and comment by the County and the City, respectively, as provided for in this Section.

6.6.5 Special Attendance Students will be assigned to schools in a CSA with capacities to handle Special Attendance Students.

6.6.6 Upon adoption of CSAs by the School Board, said CSAs and supporting maps will be incorporated as amendments to the adopted comprehensive plans of the County and the City, respectively, in accordance with the Growth Management Act (see 163.3180(6)(f)(2), *Florida Statutes*).

## **Section 6.7 School Capacity Calculations as to Concurrency Service Areas**

6.7.1 In determining whether there is sufficient school capacity to accommodate a proposed development in a specific CSA, the School Board will:

- (a) *Subject CSA*. Available capacity will be determined based upon School Capacity (as reported in the Florida Inventory of School Houses – FISH) of existing school facilities and planned school facilities at each school type (i.e., elementary, middle, and high).

(b) *Contiguous CSA.* If the projected student growth from a residential development causes the adopted LOS to be exceeded in the subject CSA, a contiguous CSA will be reviewed for available capacity shall take into account:

- i. Travel time and distance;
- ii. Where school capacity is reserved for a specific academic or magnet program(s) at a particular school or for establishing student diversity, then such capacity cannot be claimed in a contiguous concurrency service area for purposes of determining available capacity; and,
- iii. Where two CSA's are separated or divided by the Withlacoochee State Forest, then they shall not be deemed contiguous for purposes of determining available capacity.

In conducting the contiguity review, the School Board shall first use the contiguous CSA with the most available capacity to evaluate projected enrollment and, if necessary, shall continue to the CSA with the next most available capacity until all contiguous CSAs have been evaluated or the available capacity has been identified to allow a determination letter approving school concurrency to be issued. If a contiguous CSA is identified having available capacity, then the actual development impacts shall be shifted to that CSA having available capacity (this shift shall be accomplished in accordance with School Board Policy and which may include, without limitation, appropriate boundary changes or shifting future student assignments).

## **SECTION 7. IMPACT FEES**

7.1 **Impact Fees Established.** The County has adopted the Hernando County Educational Facilities Impact Fee Ordinance (the "Impact Fee Ordinance"), codified at Chapter 23, Article III, of the Hernando County Code, as requested by the School Board, to assure that new development which creates a need for Educational Facilities bears a proportionate share of the cost of capital expenditures necessary to provide the Educational Facilities necessitated by such development ("Impact Fee"). The Impact Fee amount is established pursuant to the Hernando County Ordinance No. 2024-10, § IV (Ex. A) and is due and payable upon the issuance of a building permit by the respective Local Governments, except as otherwise provided in the Impact Fee Ordinance. The payment of Educational Facilities impact fees shall be the responsibility of the applicant for each dwelling unit proposed to be constructed for a proposed development and shall be due at the time of building permit issuance. An applicant's payment of Educational Facilities impact fees shall be collected, transmitted, and reported by each Local Government in conformance with and according to the Educational Facilities Impact Fee Ordinance, and as set forth by this Amended and Restated Interlocal Agreement.

7.2 **Collection of Impact Fees.** Each Local Government shall collect the Impact Fee for each building permit resulting in a new impact generated by ordinance or resolution. The ultimate calculation of the Impact Fee amount shall be based on the timing of the submittal

of a complete building permit application, with the Impact Fee payable at the time of building permit issuance. The permitting Local Government shall be solely responsible for determining the amount of any Impact Fee due at the time of building permit issuance.

- 7.3 **Administrative Costs.** In accordance with the Florida Impact Fee Act, it is agreed by the Parties that the Local Governments may retain the actual costs incurred in collecting the Impact Fees. Each Local Government is responsible for providing for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund and providing same to the School Board on an annual basis.
- 7.4 **Remittance of Impact Fees.** The Local Governments shall remit the collected Impact Fees minus the administrative fee, as described in Section 7.3, to the School Board pursuant to Hernando County Code of Ordinance, Chapter 23, Article III, Section 23-71. as prescribed by Ordinance or Resolution. Remittance may be through wire transfer to the School Board, through check payable to the Hernando County School Board, or through other method mutually agreed to between the Local Government as payor and the School Board as payee.
- 7.5 **Reporting.** Each Local Government shall, in addition to the monthly transfer of the Impact Fees, remit to the School Board a report accounting for the total Impact Fees collected for the month and the administrative fees retained by the Local Government. The reports shall specify the dates the fees were paid, Parcel Identification Number, Impact Fee paid per parcel, total Impact Fee paid including allocations, applicant's name, property description, use code, and the financial payment history (including date of payment to the School Board and check number). Should no Impact Fees be collected for the month, the Local Government shall report to the School Board that no Impact Fees are to be remitted because no Impact Fees were collected by the Local Government.

## **SECTION 8 IMPLEMENTATION**

It is understood that the School Superintendent, the County Administrator, and the City Manager, within their respective designated authority, shall be responsible for the implementation and administration of this Interlocal Agreement.

## **SECTION 9 EFFECTIVE DATE; TERMINATION**

In accordance with Section 163.01(11), Florida Statutes, this Agreement shall take effect upon its execution by the last Party and filing with the Clerk of the Circuit Court. This Agreement shall remain in full force and effect for a period of one year and shall automatically renew for successive one-year periods. Any Party may terminate its rights and obligations under this Agreement by providing written notice to other Parties at least three hundred sixty-five (365) days prior to the termination and all parties shall cause a replacement interlocal agreement to be in place prior to the termination of this Agreement. Termination by a Local Government/s shall not terminate the Agreement as to the other Local Governments and School Board.

## SECTION 10                    DISPUTES

- 10.1    If the parties to this Interlocal Agreement are unable to resolve any issue(s) in which they may be in disagreement that are covered in this Interlocal Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164, *Florida Statutes*.
- 10.2    In the event of any dispute instituted through Chapter 164, or any claim, civil action or appeal arising under or related to this Interlocal Agreement, each party shall be responsible for its own attorneys' fees and costs relative to such dispute, claim, action, or appeal.

## SECTION 11                   MISCELLANEOUS

- 11.1    **Severability.** It is declared to be the intent of all the parties hereto that if any section, subsection, clause, sentence, phrase, or provision of this Interlocal Agreement is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of the remaining portions of this ordinance.
- 11.2    **Amendments.** This Interlocal Agreement may only be amended in writing signed by the County, the City and the School Board upon approval and authorization of their respective board, council, and commission.
- 11.3    **Execution in Counterparts.** This Interlocal Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.
- 11.4    **Prior Agreement Superseded.** Upon taking effect, this Interlocal Agreement shall supersede and replace the prior agreement between the parties dated March 10, 2009.
- 11.5    **Interpretation.** This Agreement is the result of bona fide arm's length negotiations between and among the parties and, as such, shall not be construed more strictly against any Party than against any other Party.
- 11.6    **Integration and Modification.** This Agreement constitutes the complete, integrated understanding and agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreements or arrangements between the Parties whether oral written. This Agreement may only be amended or modified by a written instrument executed by duly authorized representatives of the Parties hereto.
- 11.7    **Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue by reason hereof to or for the benefit of any other third party. Nothing herein shall be construed as a consent to be sued or as a waiver of the sovereign immunity of the respective Parties.
- 11.8    **Waiver.** No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude such Party from demanding performance in accordance with the terms hereof. Waiver of a default shall not be deemed a waiver of any subsequent defaults.

11.9 **Venue.** The exclusive venue to litigate any disputes arising hereunder shall be in the Seventh Judicial Circuit Court in and for Hernando County, Florida.

11.10 **Indemnification, Duty to Defend, and Sovereign Immunity.** Each Party shall be liable for all damages or injury to persons or property caused solely by its action, errors, or omissions, including that of its officers, agents, and employees, while engaged in the operations herein authorized and for any actions or proceedings brought as a result of this Agreement. Should any Party be sued therefor, the Party being sued shall notify the other Parties and, thereupon, the party/ies taking the action giving rise to the litigation shall have the duty to defend the suit.

Each Party hereby indemnifies and saves harmless the other Parties, its agents, officers, and employees from any and all judgments recovered by anyone by reason of the indemnifying Party's activities under this Agreement. The obligation to indemnify hereunder is subject to the scope and monetary limitations set forth in Section 768.28, Florida Statutes.

Nothing in this Agreement shall be deemed or construed as a waiver of sovereign immunity by any of the Parties and the Parties shall have and maintain at all times and for all purposes any and all rights, immunities, and protections available under controlling legal precedent and as provided under Section 768.28, Florida Statutes.



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

ADOPTED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS,  
IN REGULAR SESSION, THIS \_\_\_\_\_ OF \_\_\_\_\_, 2026.

ATTEST

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

BY: \_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk

BY: \_\_\_\_\_  
Jerry Campbell, Chairman

(SEAL)

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
Jon Jouben, Esq., County Attorney

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

OR

By County Attorney's Office, with LR 26-XXX

**CITY COUNCIL OF THE CITY OF BROOKSVILLE**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, IN REGULAR  
SESSION, THIS \_\_\_\_\_ OF \_\_\_\_\_, 2026.

ATTEST

CITY COUNCIL OF  
THE CITY OF BROOKSVILLE, FLORIDA

BY: \_\_\_\_\_  
Jennifer Battista, City Clerk

BY: \_\_\_\_\_  
Christa Tanner, Mayor

(SEAL)

Approved as to Form and Legal Sufficiency  
for the reliance of the City of Brooksville

By: \_\_\_\_\_  
Vose Law Firm, LLP  
City Attorney

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

**SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**

ADOPTED BY THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, IN  
REGULAR SESSION, THIS \_\_\_\_\_ OF \_\_\_\_\_, 2026.

ATTEST

SCHOOL BOARD OF  
HERNANDO COUNTY, FLORIDA

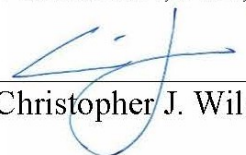
\_\_\_\_\_  
Ray Pinder, Superintendent

BY \_\_\_\_\_  
Kayce Hawkins, Board Chair

(SEAL)

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

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

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

Date: \_\_\_\_\_ 8/4/2026

**EXHIBIT “A”**

---

**Hernando County School Board  
Educational Facilities Impact Fee Credit Voucher**

1. Date of Finding of Available School Capacity: \_\_\_\_\_
2. Number of dwelling units associated with application: \_\_\_\_\_
3. Type of dwelling units associated with application: \_\_\_\_\_
4. Name of Developer/Applicant: \_\_\_\_\_
5. Address of Developer/Applicant: \_\_\_\_\_
6. Legal description of subject property: \_\_\_\_\_
7. Subdivision or Master Development Plan name: \_\_\_\_\_
8. Local Government Development Application Number: \_\_\_\_\_

The undersigned School Board Official confirms that it has received from the Developer/Applicant named above, a Proportionate Share Mitigation Payment for **[elementary]** **[middle]** **[high]** school capacity on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, as shown below.

The School Board Official gives notice to Local Government that the following sums should be credited towards the Educational Facilities Impact Fee obligations of the Developer/Applicant.

|                                                               |  |
|---------------------------------------------------------------|--|
| 1. Date of Proportionate Share Payment                        |  |
| 2. Amount of Proportionate Share Payment                      |  |
| 3. Impact Fee per unit at Time of Proportionate Share Payment |  |
| 4. Impact Fee Credits issued (Line 2 divided by Line 3)       |  |

Received By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

### Impact Fee Credit Redemption Ledger

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

**A. Item Currently Budgeted -**

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

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

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

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 14. 27-3859**

8/25/2026

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**Title and Board Action Requested**

Approve the agreement and authorize the purchase of athletic training and sports medicine services for the district's student-athletes from PT Solutions for \$186,900.00.

**Executive Summary**

The District Athletic Director, on behalf of the Superintendent of Schools, hereby requests the Board approve the contract between PT Solutions and Hernando County Schools for providing athletic training and sports medicine services to the student-athletes of Springstead, Nature Coast, Hernando and Weeki Wachee. PT Solutions will deliver professional sports medicine services including injury prevention, assessment, treatment, and return-to-play guidance through licensed and certified athletic trainers. This agreement falls under the Professional services exemption.

**My Contact**

Dustin Kupcik  
District Athletic Director  
352-797-7000 ext. 70314  
kupcik\_d@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.



## **ATHLETIC TRAINER GENERAL SERVICES AGREEMENT**

This **ATHLETIC TRAINER GENERAL SERVICES AGREEMENT** (the “**Agreement**”) is dated as July 1, 2026 (the “**Effective Date**”), and is by and between **PT Solutions Holdings, LLC, an Alabama limited liability company** (“**Provider**”), and **Hernando County School District** (“**School**”).

**WHEREAS**, Provider is a physical therapy practice providing athletic training services and treatment through licensed athletic trainers and other professional and technical personnel;

**WHEREAS**, Provider and School have determined that School athletes would be best served if Provider provided such services through Provider’s personnel on behalf of School.

**NOW, THEREFORE**, Provider and School agree as follows:

### **I. SERVICES**

- A. General.** School hereby retains and engages Provider to provide, for and on the behalf of School, the athletic training services described on Exhibit “A” attached hereto (collectively, the “Services”), and Provider accepts such retention and engagement, subject to the terms set forth herein. In providing the Services, Provider shall be solely responsible for making any and all decisions pertaining or related to the provision of the Services, and Provider shall cause each of its employees, agents, and representatives to utilize and exercise his or her best professional judgment when rendering Services hereunder. Provider and School acknowledge and agree that Provider will at all times during the Agreement be the exclusive provider of the Services.
- B. Use of Personnel by Provider.** School understands that Provider is required to employ personnel for the provision of the Services and agrees that Provider is free to employ such personnel as Provider deems reasonably necessary and appropriate for the provision of such Services. Provider (a) is responsible for the hiring, training, supervision, and termination of such personnel; (b) shall ensure that all such personnel are duly licensed, as applicable, and qualified to provide the Services; and (c) shall ensure that all such personnel comply with School's policies and procedures relating to background checks and/or other health screenings; provided; however, the School shall be solely responsible for obtaining the fingerprinting requirement under the Jessica Lunsford Act , and Provider shall reasonably cooperate with School in connection therewith. Provider is solely responsible for determining and paying the salaries, wages, and fringe benefits of all such personnel in connection with the Services. All such personnel are deemed to be the employees, agents, or representatives of Provider and not of School while providing the Services.
- C. Parental Consent.** School’s personnel will obtain appropriate consent from the parent or guardian of any athlete before providing treatment to the athlete when such consent is required by applicable state and federal law.
- D. Non-Solicitation of Employees.** In providing the Services, School understands that

Provider has extensive personnel costs associated with the recruiting, training, and development of its employees in administration, marketing, athletic training, or physical therapy. School agrees that it shall not employ, hire, or otherwise engage, or attempt to employ, hire, or otherwise engage, any current or former employee, consultant, independent contractor, agent, or representative of Provider's employees. School also agrees that it shall not facilitate the hiring of Provider's employees to existing or future partners of School. The restrictions set forth in this Section will apply during the Agreement and for a period of two (2) years thereafter.

- E. Exclusivity.** The School acknowledges and agrees that Provider is, at all times during the Term, the School's exclusive provider of the Athletic Trainer Services provided pursuant to this Agreement.

## **II. COMPENSATION**

- A. Fees.** School shall pay to Provider the following amounts:

1. Three Thousand Eight Hundred Ninety-Three and 00/100 Dollars per month, per athletic trainer, (the "Monthly Rate").
2. Fifty dollars (\$50.00) per hour per athletic trainer ("Standard Hourly Rate") required in addition to the schedule upon request for additional personnel by School.

- B. Marketing Services.** School shall: (a) permit Provider to put up advertising and signage concerning Provider's business at mutually agreed upon locations; (b) allow semi-permanent signage where appropriate to School (i.e., field signs, or scoring table signage,); (c) provide access to sports program advertisements, and any other athletic related School publication (d) provide internet and social media advertising and a link to Provider's website where appropriate; (e) cause Provider to be displayed at mutually agreed upon video points, including "on field" scoreboards using video, announcing and digital signage; (f) permit Provider to advertise at prominent field signage locations, which locations will be decided mutually by Provider and School; and (g) cause Provider to be recognized in audio, announcements, and video coverage as the official athletic training provider of School (collectively, the "Marketing Services")."

- C. Invoicing and Payment.** Provider will invoice School for hours worked by Provider's personnel monthly, calculated in accordance with the Compensation Section. School shall pay invoice(s) no later than fifteen (15) days after School's receipt of invoice(s) from Provider. Commencing on the first anniversary of the Agreement Effective Date and each subsequent anniversary thereafter, the Fees charged pursuant to this Agreement will be increased by an amount equal to the greater of (A) two percent (2%) or (B) the percentage change in the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average for all items, during the immediately preceding twelve months.

### III. TERM AND TERMINATION

- A. Term.** The term of this Agreement begins on the Effective Date, and continues for one (1) year, unless otherwise terminated in accordance with this Agreement. At the conclusion of the Initial Term, this Agreement will automatically renew or successive one (1) year terms (each a “Renewal Term,” and together with the Initial Term, the “Term”).
- B. Termination With Cause.** Termination of this Agreement can take place with cause by either party failing to comply with the material provisions of this Agreement after notice of non-compliance and opportunity of five (5) days to correct such non-compliance.
- C. Termination Without Cause.** Termination of this Agreement can take place without cause by either party, providing thirty (30) days advanced written notice is given.
- D. Effect of Termination.** Upon termination of this Agreement, neither of the parties hereto will have any further obligations hereunder, except for such obligations as may accrue prior to the date of termination (including, but not limited to, the obligation of the School to pay to Provider the compensation required hereunder, if any, for the period of time that this Agreement is in effect).

### IV. RELATIONSHIPS, PRIVACY, AND CONFIDENTIALITY

- A.** The parties shall comply with all applicable laws, regulations, and rules of any federal, state, and local government authority applicable to the provision of, or to persons or entities engaged in the provision of, the Services. Provider and School have executed this Agreement with the intent of conducting their professional relationship in full compliance with applicable laws, including the Health Insurance Portability and Accountability Act of 1996 (and its related regulations), the Anti-Kickback Statute, the Stark Law, and corresponding state and local laws. Provider may be required to refer students to a physician by law to continue certain aspects of the Services. No remuneration payable to, or received by, either Provider or School in connection with this Agreement is conditioned on any requirement that either party or its respective members, managers, officers, directors, shareholders, or personnel make referrals to or otherwise generate business for the other party, or any of their respective members, managers, officers, directors, shareholders, or personnel.
- B.** To the extent applicable to this Agreement, the parties agree to comply with the applicable requirements of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”), and any current and future regulations promulgated thereunder, including without limitation, the Federal Privacy Regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the Federal Security Standards as contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the Federal Standards for Electronic Transactions in 45 C.F.R. Parts 160 and 162 (the “Federal

Transaction Standards”) on or before their official compliance dates. The parties agree not to use or further disclose any protected health information, as defined in 45 C.F.R. § 164.501, or individually identifiable health information, as defined in 42 U.S.C. §1320 (d) (collectively, the “Protected Health Information”), concerning a patient other than as permitted by this Agreement, the requirements of HIPAA, and the regulations promulgated under HIPAA including, without limitation, the Federal Privacy Regulations, the Federal Security Regulations, and the Federal Transaction Standards. Additionally, on or before the official date of compliance, School shall enter into a mutually agreeable business associate agreement with Provider, if required under the Federal Privacy Regulations agreeing to safeguard Protected Health Information, and upon its execution, such agreement shall be attached to this Agreement and incorporated herein as an addendum.

- C. The Provider and School are independent parties, and neither party shall be considered the agent or partner of, or joint venturer with the other party. Neither party has the authority to act on behalf of, incur liabilities for, or bind the other party.

## V. INSURANCE AND INDEMNIFICATION

- A. **Insurance.** Each party shall maintain for itself and on behalf of each of its employees providing services hereunder, general, and professional liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Each party shall, upon request, provide the other party with a certificate of insurance evidencing such coverage and shall also provide thirty (30) days written notice to the other party prior to the cancellation of any such policies.
- B. **Indemnification.** School agrees to indemnify Provider, its affiliates and their respective officers, directors, employees, and agents against, and hold the same harmless from, all liability, losses, damages, obligations, judgments, claims, causes of action, and expenses associated therewith (including settlements, judgments, court costs, and attorneys’ fees) resulting from or arising out of, directly or indirectly, any negligent or intentional act, or omission by School. This covenant shall survive any termination of this Agreement.

## VI. MISCELLANEOUS

- A. **Access to Books and Records.** To the extent required by §1861(v)(1)(I) of the Social Security Act and its implementing regulations, the parties agree that until the expiration of four (4) years after the furnishing of the services provided under this contract, Provider will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If Provider carries out the duties of the contract through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization’s books and records.

- B. Amendment Language to Add Locations, Standalone clause.** No Amendment Required. Upon mutual written agreement of the Parties, with respect only to developing and establishing additional [Clinics/Service Locations], such additional [Clinics/Service Locations] shall be attached hereto and made a part hereof and no formal amendment of this Agreement shall be necessary for such additional [Clinics/Service Locations] to become effective under the terms and conditions of this Agreement. Notwithstanding the foregoing, no other amendment, alteration, or modification to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- C. Assignment.** Neither party may assign its rights or obligations hereunder without the prior written approval of the other; provided, however, that such an assignment may be made without prior approval to an entity which is related by virtue of a common parent corporation, or which is directly or indirectly wholly owned or controlled by the same entity as the assigning party. Any purported assignment in violation of the provision shall be null and void.
- D. Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- E. Branding.** Provider or Provider's personnel shall be permitted to: (a) wear branded clothing while on-site performing the Services; (b) hang a branded banner on-site while performing the Services; and (c) hand out business cards referencing Provider while on-site. All other materials or signage relating to the Services shall reference Provider. To the extent required to provide the Services, School shall have the right to utilize Provider's name, logos and marks to support the Services, subject to prior written approval of Provider, as applicable, in each and every instance prior to production. Provider shall have the School's name, logos, and marks to support the Services, subject to prior written approval by School, as applicable, in each and every instance prior to production.
- F. Change in Law.** In the event there is a change in state or federal law, whether by statute, regulation, agency interpretation, or judicial decision, that in the reasonable opinion of the legal counsel to either party hereto renders any of the material terms of this Agreement unlawful or unenforceable, the applicable term(s) of the Agreement will be subject to renegotiation upon written notice to the other party to remedy such condition and conform the Agreement to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) day period of time following written notification, either party may terminate this Agreement without penalty.
- G. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which, when taken together, will constitute one and the same agreement.
- H. Damages.** Provider shall have no liability for special, indirect, consequential, incidental, economic, or punitive damages, even if it has been advised of the possibility of such damages.

- I. Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior or contemporaneous agreements, undertakings, and understandings of the parties in connection with the subject matter hereof. No representation warranty, inducement, promise, understanding, or condition which is not set forth in this Agreement has been made or relied upon by School or Provider.
- J. Equal Employment Opportunity Clause.** Unless this Agreement is exempted by rules, regulations, or orders of the Secretary of the United States Department of Labor, the parties shall comply with the Equal Employment Opportunity provisions of Executive Order 11246, § 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act

**The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.599(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.**

The parties where applicable, shall comply with the regulations set forth under 29 CFR part 471, Appendix A to Subpart A regarding NLRA compliance.

- K. Force Majeure.** Each party is excused from any delay or failure in performing this Agreement to the extent that the delay or failure is caused by acts of God, terrorism, fires, explosions, or other similar causes beyond a party's reasonable control, even if such delay or failure is reasonable.
- L. Further Assurances.** Each party hereto hereby agrees to perform any further acts and to execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.
- M. Governing Law.** The Contract shall be governed and construed in accordance with the laws of the State of Florida, without reference to its choice or conflict of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the federal and state courts located in the State of Florida, for any action relating to this Agreement or any relationship between the parties, and the parties agree not to contest or challenge venue in any such courts.
- N. Headings.** The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement. The parties acknowledge that each party, and at each party's discretion, its counsel, have reviewed and revised this Agreement and, consequently, any rule of construction that would hold that any ambiguities, if found to be contained herein, are to be resolved against the drafting party is not applicable in the interpretation of this Agreement.

- O. Independent Professional Judgment.** In providing the Services, Provider shall be solely responsible for making any and all decisions pertaining or related to the provision of the Services, and Provider shall cause each of its employees, agents, and representatives to utilize and exercise his or her best professional judgment when rendering Services hereunder. Provider shall not be required to provide the Services to any employee of School who refuses to sign Provider's consent or liability waiver/release forms.
- P. Mediation.** The parties agree that they will endeavor to settle any dispute, controversy, or claim arising out of or relating to this Agreement, which they are unable to settle through direct discussions, by mediation administered by a mutually acceptable mediator before resorting to litigation. Each party shall share equally in the costs associated with any required mediation. If the parties are not able to promptly agree on a mediator, either party may initiate litigation and forego mediation in order to protect its legal rights and remedies.
- Q. Modification.** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.
- R. Nondiscrimination.** Neither party shall discriminate on the basis of race, color, sex, age, religion, national origin, sexual orientation, pregnancy, marital status, veteran status, or handicap in providing services under this Agreement or in the selection of employees or independent contractors.
- S. No Referral Inducement.** The parties acknowledge and agree that it is not a direct or indirect purpose of this Agreement that any of them are inducing, or attempting to induce, any other party to refer any individual to any other party or to any other person or facility for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under Medicare, Medicaid, or any other governmental or private payment program and that there is no obligation on the part of PT Professional to refer patients to any person or entity.
- T. Notice.** All notices, consents, or other communications which either party is required or may desire to give to the other under this Agreement shall be in writing and shall be given by personal delivery or by deposit, postage prepaid, in the United States mail, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth below:

|                 |                                                                                                                                  |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------|
| If to Provider: | PT Solutions Holdings, LLC, an Alabama limited liability company<br>1100 Circle 75 Parkway, Suite 1400<br>Atlanta, Georgia 30339 |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------|



Attn: Vice President of Sports Medicine  
cc: General Counsel

If to School: Hernando County School District  
919 N Broad Street  
Brooksville, FL 34601  
Attn: Dustin Kupcik

Any notice mailed in compliance with this section shall be deemed to have been given upon the earlier of receipt or three (3) days after deposit, except that notice of change of address shall not be deemed effective until actual receipt by the intended recipient.

- U. Provider Non-Exclusivity.** The Parties acknowledge that Provider will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to those provided in this Agreement.
- V. Reliance on Legal Counsel.** Each Party acknowledges and agrees that, if it does not retain its own separate legal counsel, it is not relying upon the other Party for any legal counsel in connection with the Agreement.
- W. Severability.** If any provision of this Agreement is found to be unlawful or unenforceable, the remaining portions of this Agreement continue in full force and effect, and the parties or a Court must replace the unlawful and unenforceable provision with one that is lawful and enforceable, and which gives the fullest effect to the intent of the parties expressed in this Agreement.
- X. Survival.** Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.
- Y. Waiver.** No waiver of any breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date and year first above written.

**PROVIDER:**

**SCHOOL:**

By:     *Dale Yake*    

Name:

Title: CEO

Date:     7/31/26    

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

Name: Ray Pinder, Superintendent

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

Name: Kayce Hawkins, Board Chair

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

Kelly A. Pogue  
Approved as to Form  
by WSH Attorney  
*07/29/2026 09:07 am*

## **EXHIBIT A- SERVICES**

1. **Athletic Training Services.** Provider will furnish a licensed athletic trainer or trainers to provide the following (collectively, the “Services”):
  - a. basic first aid;
  - b. injury screens for student athletes ;
  - c. sports injury assessment and treatment for injuries suffered by athletes;
  - d. recommendations for after-injury care and return to play/practice instructions;
  - e. when necessary, referrals for emergency or other medical care;
  - f. communication with athletes, parents, and athletic directors, and coaches regarding sports injuries and sports medicine care;
  - g. other sports medicine treatment consistent with the State of Florida.
2. **Address/Location of the Site(s).** (the “Site(s)”).  
**Hernando High School:** 111 Ernie Chatman Run Brooksville, FL 34601  
**F.W. Springstead High School:** 3300 Mariner Blvd. Spring Hill, FL 34608  
**Weeki Wachee High School:** 12150 Vespa Way Weeki Wachee, FL 34614  
**Nature Coast High School Technical High School:** 4057 California St. Brooksville, FL 34609
3. **Coverage Details**
  - a. Certified athletic trainer (s) will provide coverage as follows:
    - i. Provider will furnish up to four (4) full-time athletic trainer(s) working up to forty (40) hours per week (Sunday-Monday). Athletic trainer hours will be utilized in accordance with the priority schedule provided below.
    - ii. **On-Site Availability:** Athletic Training Personnel will be available at the organization’s Sites to provide Athletic Training Services during district sponsored FHSA-sanctioned events or practices. This includes, but is not limited to:
      - Home game and practice coverage for high school athletics
      - Away game coverage for varsity football
    - iii. **Coverage.** Athletic Directors and coaches will have access to Athletic Training Personnel during the week via phone or email for scheduled injury screens. Injury screen consultation will be provided during the week for pre-practice consultation for injury or other sport related difficulty.
    - iv. To the extent possible, School will notify the Provider at least twenty-four (24) hours in advance of any need to revise the athletic trainer’s schedule. Provider will make its best effort to accommodate changes in schedule.
    - v. Any person who receives the Services who is not a registered athlete with

School or employed by or contracted with School will be asked to sign a waiver consenting to treatment and releasing Provider and its affiliates of liability.

- vi. **Prioritization of Risk.** The sport with the highest position in the prioritization of risk schedule below should take priority, regardless of whether it is training or competition. If a coach advises that a training session will be a walk-through, coverage should transfer to the next highest sport in the prioritization of risk schedule as set forth below.
  - i. The prioritization of risk schedule for sports, in alignment with the Florida High School Athletic Association, Inc. (FHSAA) Handbook, is as follows:
    - **Fall:**
      - Collision sports: Football
      - Contact sports: Volleyball, Cheer
      - Non-contact sports: Cross Country, Golf, Swimming
    - **Winter:**
      - Collision sports: Wrestling
      - Contact sports: Soccer, Basketball, Competitive Cheer, Girls Weightlifting
    - **Spring:**
      - Collision sports: N/A
      - Contact sports: Flag Football, Baseball, Softball, Tennis, Boys Weightlifting, Beach Volleyball
      - Non-contact sports: Track & Field

**Physical Demands.** The physical demands described here are representative of those that must be met by a Provider to successfully perform the Services.

- a. While performing the Services, the Provider Staff Member is regularly required to talk or hear.
- b. The Provider Staff Member frequently is required to stand and occasionally sit.
- c. The Provider Staff Member is occasionally required to walk and use hands.
- d. The Provider Staff Member must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds.
- e. The Provider Staff Member must assist getting patients, of all sizes and weights, on and off the treatment table.
- f. Specific vision abilities required by this job include close vision and distance vision.

**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. Each party acknowledges to the other responsibility for the wrongful acts and omissions of their respective agents, servants and employees which occur in the performance of the duties contemplated under this Agreement, and neither party shall be liable to the other for any wrongful act or omission of the other party's agents, servants or employees.

2. 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.

3. 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.

4. 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.

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

6. The 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.

7. 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.

8. 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.

9. 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.

10. 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. No Board Approval is required in connection with the underlying agreement provided that PT Solutions does not exceed the contracted amount.

11. 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.

12. 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.

13. 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.

14. 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. 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.

15. 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.

16. 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.

17. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(14), Florida Statutes.

18. 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.

19. 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:**

Dale Yake  
Printed Name: Dale Yake  
Title: CEO  
Date: 7/31/26

Kelly A. Pogue  
Approved as to Form  
by WSH Attorney  
07/29/2026 09:23 am

Respondent Vendor Name: PT Solutions Physical Therapy  
 Vendor FEIN: 20-2092663  
 Vendor's Authorized Representative Name and Title: Brooke McKelvey VP of Sports med.  
 Address: 1100 Circle 75 PKwy 14th floor  
 City: Atlanta State: Ga ZIP: 30339  
 Phone Number: 770-880-3327  
 Email Address: brooke.mckelvey@ptsolutions.com

Section 787.06(14), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt. If the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Dale Yake

AUTHORIZED SIGNATURE

Print Name and Title: Dale Yake, CEO

Date: 8/3/2026

## 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: Dale Yake

Title: CEO

Signature: *Dale Yake*

Date: 8/3/26

Approved as to Content & Form

CarolineMockler, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

**A. Item Currently Budgeted -**

|                                |       |                      |        |                                           |         |                                   |
|--------------------------------|-------|----------------------|--------|-------------------------------------------|---------|-----------------------------------|
| Account Name                   |       |                      |        |                                           |         |                                   |
| Account Number                 | 1120E | 5900                 | 3100   | 9410                                      | 00108   |                                   |
|                                | Fund  | Function             | Object | Cost Center                               | Project | Sub Project                       |
| Original<br>Approved<br>Budget | +     | Budget<br>Amendments | -      | Expenditures /<br>Encumbrances<br>To Date | =       | Current<br>Available<br>Budget    |
|                                | -     |                      |        |                                           | =       | Present<br>Request                |
|                                |       |                      |        |                                           |         | Remaining<br>Balance<br>Available |
| \$                             | \$    | \$                   | \$     | \$ 186,900.00                             | \$      |                                   |

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

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

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 15. 27-3863**

8/25/2026

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**Title and Board Action Requested**

Approve the amendment and annual payment to the Hernando County Sheriff's Office for the 2026-2027 school year School Resource Officer (SRO) coverage as outlined in Addendum A, in the amount not to exceed \$3,146,026.00 and authorize the issuance of a purchase order in that amount

**Executive Summary**

The Director of Safe Schools, on behalf of the Superintendent of Schools, requests that the Board approve the amendment and annual payment outlined in Addendum A of the School Resource Officer (SRO) Agreement with the Hernando County Sheriff's Office for the School Resource Officer coverage during the 2026-2027 school year, in the amount not to exceed \$3,146,026.00 and authorize the issuance of a purchase order in that amount.

**My Contact**

Angel Pagan

352-797-7233

Pagan\_a3@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Priority 3: Safe and Healthy Learning Environment

**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.



**HCSO CONTRACT REVIEW SUMMARY**

All contracts, agreements and memorandums of understanding must be reviewed, analyzed, appropriate fields completed and recommended for approval prior to submission to the Sheriff for execution.

☒ **CONTRACT**☐ **AGREEMENT**☐ **MOU**☐ **OTHER**Amendment**BUREAU:**☐ **STAFF**☐ **ADMINISTRATIVE SERVICES**☐ **JUDICIAL**☒ **LAW ENFORCEMENT**Contract/Agreement Title: School Resource OfficersMUNIS Generated Contract #: 25059Date Submitted: 5/28/2025Submitted By (Originator): Lt. William PowerContract/Agreement Term: 3 yearsStart Date: 7/1/2025End Date: 6/30/2028**If this is NEW:**

Cost per Year: \$ \_\_\_\_\_

Revenue per Year: \$ \_\_\_\_\_

**If this is a RENEWAL:**Revenue 2026-2027: \$3,146,026Revenue 2027-2028 Year: \$3,302,819

Increase or Decrease from Previous Year(s): \$paid to BOCC, reduce amount to 90% of lieutenant's salary and remove the corporal title, changing it to the deputy's salary

Change in content? ☒ Yes ☐ No, there is no change in content

If there is any change in content, cost or revenue from previous contract, provide analysis/explanation below.

Purpose: provide SRO coverage for all schools, updating upon retirement of Cpl LandgraffAnalysis (include budget impact, reason for changes): the reduction of revenue \$66,404

Authorized Signatory:

☒ Sheriff☐ Sheriff's Designee☐ BOCC Chair☐ Other \_\_\_\_\_Purchase/Check Request attached? ☐ YES ☐ NO When approved, route to: \_\_\_\_\_**OUTSIDE ENTITY:**Entity: Hernando County School Board Point of Contact Name/Title: Dir. Angel PaganBest Contact (e-mail/phone/mail): pagan\_a3@hcsb.k12.fl.us**Bureau Point of Contact:**

Entered in MUNIS \_\_\_\_\_

Info entered on Spreadsheet \_\_\_\_\_

Delivered to Tammy Royal \_\_\_\_\_

Signed copy sent to outside entity \_\_\_\_\_

Expiration date noted \_\_\_\_\_

NOTE: For Grant applications, please use the GRANT REQUEST form

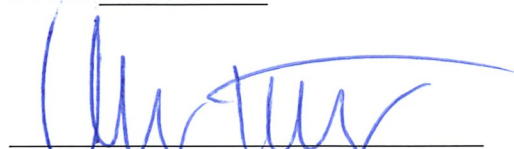
## Amendment to Addendum A

**July 1, 2026- June 30, 2027**

A sum not to exceed \$3,146,026 which represents a five (5) percent increase in the total cost of the contract for SRO coverage of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year. This represents removing the corporal designation and reducing the cost of the lieutenant to 90%.

  
ALVIN D. NIENHUIS, II SHERIFF,  
HERNANDO COUNTY

DATE 8/5/26

  
ASHLEY TAYLOR, ATTORNEY

DATE 8/4/26

\_\_\_\_\_  
KAYCE HAWKINS, SCHOOL BOARD CHAIR,  
HERNANDO COUNTY

DATE \_\_\_\_\_

\_\_\_\_\_  
ATTORNEY FOR SCHOOL BOARD

DATE \_\_\_\_\_

Kelly A. Pogue  
Approved as to Form  
by WSH Attorney

*08/07/2026 07:31 am*



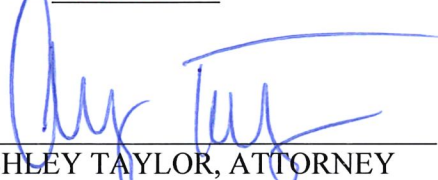
## Amendment to Addendum B

**July 1, 2027- June 30, 2028**

A sum not to exceed \$3,302,819 which represents a five (5) percent increase in the total cost of the contract for SRO coverage of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year. This represents removing the corporal designation and reducing the cost of the lieutenant to 90%.

  
ALVIN D. NIENHUIS, II SHERIFF,  
HERNANDO COUNTY

DATE 8/5/26

  
ASHLEY TAYLOR, ATTORNEY

DATE 8/4/26

\_\_\_\_\_  
KAYCE HAWKINS, SCHOOL BOARD CHAIR,  
HERNANDO COUNTY

DATE \_\_\_\_\_

\_\_\_\_\_  
ATTORNEY FOR SCHOOL BOARD

DATE \_\_\_\_\_

Kelly A. Pogue  
Approved as to Form  
by WSH Attorney  
08/07/2026 07:31 am

## HCSO CONTRACT REVIEW SUMMARY

All contracts, agreements and memorandums of understanding must be reviewed, analyzed, appropriate fields completed and recommended for approval prior to submission to the Sheriff for execution.

☒ **CONTRACT**

☐ **AGREEMENT**

☐ **MOU**

☐ **OTHER**

### BUREAU:

☐ **STAFF**

☐ **ADMINISTRATIVE SERVICES**

☐ **JUDICIAL**

☒ **LAW ENFORCEMENT**

Contract/Agreement Title: School Resource Officers

MUNIS Generated Contract #: 25059

Date Submitted: 05/28/2025

Submitted By (Originator): Lt. Michael O'Brien

Contract/Agreement Term: 3 Years

Start Date: 07/01/2025 End Date: 06/30/2028

If this is **NEW**:

Cost per Year: \$ N/A

Revenue per Year: \$ N/A

If this is a **RENEWAL**:

Revenue per Year 2025-2026: \$ 3,063,031 Revenue per Year 2026-2027: \$ 3,212,430

Revenue per Year 2027-2028: \$ 3,369,223 *Note: These are paid to the BOCC*

Increase or Decrease from Previous Year(s): See contract addendums for detail

Change in content? ☒ Yes ☐ No, there is no change in content

If there is any change in content, cost or revenue from previous contract, provide analysis/explanation below.

Purpose: Provide SRO coverage at all public schools, one float deputy, one float corporal, two sergeants, one lieutenant, and one SRO K9 handler.

Analysis (include budget impact, reason for changes): Updated in this contract are details regarding the usage of a SRO K-9. In addition the contract will include annual wage increases each year.

Authorized Signatory: ☒ Sheriff ☐ Sheriff's Designee ☒ Other HCSO Counsel

Purchase/Check Request attached? ☐ YES ☐ NO When approved, route to: \_\_\_\_\_

### OUTSIDE ENTITY:

Entity: Hernando County School Board Point of Contact Name/Title: Brandon DeRespiris, Director of Safe Schools

Best Contact (e-mail/phone/mail): 352-797-7233

### Bureau Point of Contact:

Entered in MUNIS \_\_\_\_\_

Info entered on Spreadsheet \_\_\_\_\_

Delivered to Tammy Royal \_\_\_\_\_

Signed copy sent to outside entity \_\_\_\_\_

Expiration date noted \_\_\_\_\_

NOTE: For Grant applications, please use the GRANT REQUEST form

## **SCHOOL RESOURCE OFFICER AGREEMENT**

This agreement made and entered into by and between the **School Board of Hernando County, Florida**, (herein referred to as the School Board) and the **Hernando County Sheriff's Office**, (herein referred to as the Sheriff's Office). The School Board and Sheriff's Office may collectively be referred to as the "Parties" from time to time in the agreement.

**WHEREAS** this agreement is to continue the School Resource Officer (SRO) Program in Hernando County Schools; and

**WHEREAS** the School Board and Sheriff's Office recognize the potential outstanding benefits associated with School Resource Officer ("SRO") program to the citizens of Hernando County, Florida and particularly to the students of the public school system of Hernando County, Florida; and

**WHEREAS** the School Board and Sheriff's Office desire to provide law enforcement services to the public schools of Hernando County, Florida, as provided for herein; and

**WHEREAS** the School Board and Sheriff's Office recognize that under this agreement, the parties are seeking to describe the general expectation for the level of service contemplated by this agreement, that a SRO will be on site at the identified schools during hours and/or that students are present at the school. In the event that staffing or personnel needs of the Sheriff's office materially reduce this level of service, the parties agree to negotiate a mechanism for adjustments. **WHEREAS** the School Board and Sheriff's Office recognize the benefits of a long- term agreement, relationship and collaborative efforts in providing trained deputy sheriffs to carry out the aims of this agreement.

**WHEREAS** the School Board and Sheriff's Office in signing this agreement and related exhibits or addendums covenant to bargain in good faith to maintain this contractual relationship and agree to continue to do so in the course of their dealings.

**NOW, THEREFORE**, the parties, intending to be legally bound to the terms of this agreement, stipulate and agree as follows:

### **ARTICLE I RECITALS**

Each of the recitals set forth above are true and accurate in all material respects, and are adopted and incorporated herein, in these words.

## ARTICLE II

### APPOINTMENT AND DUTIES OF THE SRO

**SRO Assignment.** The Sheriff's Office will provide one regularly employed assigned deputy sheriff having the State of Florida basic SRO certification to serve as the School Resource Officer (SRO) at each school listed in **Exhibit A**. If the regularly assigned deputy does not have the aforementioned SRO certification upon commencement of this agreement, the Sheriff's Office will ensure that each regularly assigned deputy sheriff will use all reasonable efforts to attain SRO certification within 12 months of the commencement of this agreement.

**Relief Factor.** Two float SROs, in addition to individual school-assigned SROs as evidenced in Exhibit A, shall also be provided, subject to the same terms and conditions outlined herein, to act as relief should an SRO require leave from their assigned post. The positions, when possible, shall be staffed with senior SROs that shall be available to move among campuses, if not needed for relief, in an effort to mentor, interact with students and staff, or respond to schools if additional SRO presence is needed for any emergencies.

Exhibit A may be amended from time to time at the mutual consent of the parties to reflect necessary changes to Exhibit A; however, any such amendments must be in writing and signed by the parties or their respective designees. (For the purposes of this provision, the School Board authorizes the Superintendent to act as its designee.) Such amendments will be deemed an amendment to the Agreement when signed by both parties. Such amendment will not change any other term or condition of the Agreement.

**Hours.** Regular duty hours of School Resource Officer: Each SRO will be assigned to his/her school on a full-time basis of eight hours on those days that school is in session. The SRO may be temporarily reassigned during periods of an emergency upon mutual consent of the parties. The SRO will also participate in any pre-school or post-school activity that is appropriate and agreed upon by both parties. The parties agree that to the greatest extent possible all training and annual leave for assigned SRO officers will not be scheduled when school is in session. If SRO works more than 85 hours in a two-week pay period, due to late afternoon arrival of district transportation vehicles, he/she will be paid by the District at the additional duty rate of pay in hour increments for the number of whole and partial hours in quarter-hour increments beyond 85 hours. All requests for such additional pay will be presented to the Office of Safe Schools by the Sheriff or designee. Requests for such additional pay will be submitted during the two-week pay cycle which immediately follows the HCSO pay period in which the hours were accumulated.

**Duties of the School Resource Officer.** The duties of the SRO shall be as set forth herein and as specified in Section 1006.12 Florida Statutes. Any modifications to the duties of the SRO will be in writing after discussion between the Superintendent of the School Board, the Sheriff, or their respective designees.

**The School Resource Officer shall:**

1. Act as a resource in the area of law enforcement education at the request of the principal.
2. Advise faculty and staff concerning community agencies that offer assistance to youth and their families such as mental health clinics, drug treatment centers, Juvenile Justice, etc.
3. Conduct criminal investigations of violation of law on School Board property where the SRO is assigned.
4. Advise the principal of any law enforcement activity occurring at the school prior to implementation when it is possible to do so without interfering with an ongoing investigation.
5. Make arrests and referrals of criminal law violators when appropriate. The principal will be made aware of any arrest, as it relates to the school.
6. Appear at State Attorney's Office investigations, depositions, trials and sentencing.
7. Provide counseling to students at the request of the Principal or designee.
8. Assist School Board in recovering School Board property in cooperation with other police agencies.
9. Wear the official SRO uniform at all times on school property. School resource officers will be armed in compliance with Sheriff's Office policies and procedures.
10. Perform such other duties as directed by the Sheriff's Office consistent with the SRO Program, State and Federal law, and the policies and procedures of the Hernando County Sheriff's Office and the Hernando County School Board.
11. Respond to campus situations that pose a threat to the immediate physical safety of school staff or students and/or the destruction of property. The SRO will be a part of a threat assessment team pursuant to Section 1006.07(7), F.S., and as otherwise required/provided by law.
12. Assist the principal in developing plans, strategies, and training for staff and students to prevent and/or minimize dangerous situations.
13. Provide coverage for school wide events (e.g., open house, back to school nights, etc.). Extracurricular events during non-school session hours (e.g., sporting events, fine arts performances, etc.) shall be compensated according to off-duty pay schedule.
14. Provide summer coverage for not more than five (5) sites throughout the district according to the summer schedule - not to exceed 8 weeks, Monday through Thursday, maximum of 8 hours per day.

15 Adhere to any other Florida Administrative Rules required.

**The Sheriff or Designee shall:**

1. Provide to the Hernando County School District School Safety Specialist, as soon as practicable, information regarding the circumstances of disciplinary investigation and/or termination of any SRO so that the School Safety Specialist can report the information to Florida Department of Education Office of Safe Schools as required by law.
2. Cooperate with the School District in support, utilization and training of District- employed Guardians.

**Student Information.** The School Board and the Sheriff agree, pursuant to 1002.221 (2)(c), to share certain student education records and information in order to further the crime and delinquency prevention programs contemplated by this Agreement. The School Board agrees to provide student demographic information, enrollment data, current schedule, attendance and summary discipline information through its online student information system program to each School Resource Officer for students at the school where the officer is assigned.

### **ARTICLE III POLICIES**

The SROs shall be employees of the Sheriff's Office and shall be required to comply with all policies and General Directives of the Sheriff's Office. The SROs shall not be employees of the Board, but will comply with all School Board policies and procedures in all cases that do not conflict with law, Sheriff's Office policies, procedures or directives. In the event of any actual or perceived conflict, the individual will immediately bring the matter to the attention of his/her supervisor for resolution consistent with the terms of Article V of this agreement.

### **ARTICLE IV PAYMENT AND PROVISION OF SRO**

The Sheriff's Office will provide deputy sheriff staff in accordance with Exhibit A, which will be reviewed and/or updated annually to reflect changes to the school district makeup.

The School Board will come to an agreement with the Hernando County Board of County Commissioners as to an appropriate reimbursement of costs payable by the School Board, associated with the SRO program. The Board will directly disperse agreed upon funding to the Board of County Commissioners in accordance with the Board of County Commissioners regular accounts payable procedures. The Sheriff's Office will submit a budget request, each year, which includes all the necessary positions outlined in Exhibit A for each year of this agreement. Future amounts for years two, three, and four shall be

paid quarterly and remitted to the Hernando County Board of County Commissioners in accordance with the Hernando Board of County Commissioners' regular accounts payable procedures pursuant to the Board of County Commissioners and Hernando County School Board reimbursement or contribution agreement for SRO services.

No pro-rations or refunds will be due when the SRO is absent from a school site for any leave authorized by the Sheriff's Office as a replacement deputy shall be provided, except as specifically provided herein in the Notice and Termination section of Article X.

For each two-week period in which a float position is vacant, the quarterly payment will be reduced by an amount commensurate with the average cost of the position.

## **ARTICLE V RESOLUTION OF DISPUTES/QUESTIONS**

The parties, their agents, and employees, will cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the School Superintendent and the Sheriff or their respective designees.

## **ARTICLE VI TERM**

The term of this Agreement shall commence effective as of July 1, 2025 and continue through June 30, 2028. The Superintendent or their designee(s) is expressly authorized and empowered by the School Board to negotiate an expansion of the SRO agreement for this term and future terms of this agreement. Any subsequent increase in the annual cost of this agreement will be negotiated and documented through separate addenda to this agreement. The Superintendent or designee shall have authority on behalf of the School Board to sign any monetary modifications pursuant to the terms of this agreement for years two and three of this agreement.

## **ARTICLE VII EMERGENCY RESPONSE**

School personnel requests for law enforcement response to an emergency situation when an SRO is off-duty should be made by calling 911. Response to requests for emergency assistance may or may not include the assigned SRO.

## **ARTICLE VIII MATERIALS AND FACILITIES**

The School Board shall provide to the SRO assigned to each school the following materials and facilities:

1. A private office, which is air conditioned and properly lighted, with a telephone to be used for general business purposes.



2. A location for files and record-? That can be locked and secured.

3. A desk with drawers, a chair, filing cabinet, computer, computer access, and office supplies (i.e., paper, pencil, pens, etc.).

## **ARTICLE IX PERFORMANCE REVIEW**

The principal of each school, or designee, will complete an appraisal at least twice annually with the Sheriff's Office designee concerning the performance and services provided by the assigned SRO. Principal or designee will share appraisal with School Safety Specialist upon completion. School Safety Specialist will share appraisals with Sheriff's designee twice annually.

## **ARTICLE X GENERAL**

**Authority.** Nothing contained herein shall be construed to modify Section 1001.33, F.S. and the schools shall remain under the control of the principals, who under Section 1012.28, F.S., is responsible for supervision and management of school and property. The SRO may take whatever steps the SRO deems appropriate in the event of criminal activity pursuant to normal law enforcement procedures. The SRO shall not be unlawfully impeded while in the performance of statutory duties or while in the investigation or prevention of crime.

**Sovereign Immunity.** Neither Party waives sovereign immunity by entering into this agreement and fully retains all immunities and defenses provided by law with respect to any claim or action based on or occurring as a result of this agreement. Nothing in this Agreement shall be construed in any way to waive rights or defenses of the Sheriff's Office and the School Board under Section 768.28, F.S., as it now exists or as it may be amended from time to time. Each Party shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture of employment between the Parties. Each Party shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

**Public Records Requirements.** The parties acknowledge that this agreement and any files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Documents") produced or developed during the performance of this agreement may be subject to the Public Records Act unless exempt under the Act or other controlling law, including but not limited to Section 1002.22 F.S., and 20 U.S.C. s. 1232g (FERPA) Notwithstanding any provision to

HCSD/HCSO School Resource Officer Agreement

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the contrary within this Agreement and except only with regard to educational records to which it was granted access by another source, Sheriff shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, F.S.; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99); and any other state or federal law or regulation regarding their use and the confidentiality of student information and records. The parties agree that there shall be no re-disclosure of such information unless authorized by law or consented to by an eligible student or the student's parent/guardian.

The School Board must contact the Hernando County Sheriff's Office Public Records Custodian with any questions regarding School Board's duties to provide public records of the Hernando County Sheriff's Office relating to this contract. The Hernando County Sheriff's Office Public Records Custodian contact information for this contract is:

Lana Erickson  
Records Custodian  
Alvin D. Nienhuis, Sheriff  
18900 Cortez Blvd.  
Brooksville, FL 34601

The Sheriff's Office must contact the Hernando County School Board Records Custodian with any questions regarding the Sheriff's Office's Duties to provide public records of the School Board related to this contract. The School Board's Public Record Custodian contact information for this contract is:

Aaron Ellerman  
Director of Communications  
919 North Broad Street  
Brooksville, FL 34601

**Funding.** Notwithstanding anything contained in the agreement to the contrary, this agreement is subject to funding availability and may be terminated if funding becomes unavailable. Each party shall make all reasonable efforts to provide adequate and reasonable advance written notice should to the extent a funding shortage becomes or is foreseeable.

**Notice and Termination.** The parties agree that this agreement may be terminated by either party upon one hundred, eighty (180) days advance written notice to the other party. Written notice shall be made via United States Certified Mail Return Receipt (green card, not electronic). In the event of such termination, services due under this agreement shall be provided, and all funds due for such services shall be paid through the effective date of termination. Notices shall be provided as follows:

In case of the Sheriff, to:

Hernando County Sheriff's  
Office: Alvin D. Nienhuis, II,  
Sheriff 18900 Cortez Blvd,  
Brooksville, FL 34601

In case of the School Board, to:

Hernando County School Board: Ray Pinder, Superintendent  
919 North Broad Street  
Brooksville, FL 34601

With Copy to:

Kristin Ottinger Esq.  
919 North Broad Street  
Brooksville, Florida 34601

**Non-Assignment.** This agreement, and each and every covenant herein, shall not be capable of assignment by any of the parties hereto, unless the express written consent of the School Board the Sheriff's Office is obtained.

**Governing Law.** All questions, issues or disputes arising out of or under this agreement, shall be governed by the laws of the State of Florida and the venue of any litigation shall be Hernando County, Florida.

**General.** The invalidity of any provision of this agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Whenever possible, each provision and term of this agreement will be interpreted in a manner to be effective and valid but if any provision or term of this agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of the agreement. If any action is commenced to construe or enforce the agreement or the rights and duties created hereunder, then the party prevailing in that action shall be entitled to recover its costs and fees incurred in enforcing any judgement entered herein. All disputes arising out of or in connection with

HCSD/HCSO School Resource Officer Agreement

Page 8 of 15

the agreement shall be attempted to be settled through good-faith negotiation between the parties, followed, if necessary, within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through negotiation or mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity.

**HERNANDO COUNTY  
SHERIFF'S OFFICE**

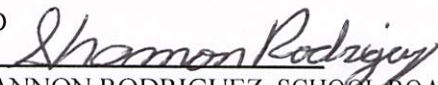
SIGNED

BY:   
ALVIN D. NIENHUIS, II SHERIFF,  
HERNANDO COUNTY

DATE: 07/14/25

**SCHOOL BOARD OF HERNANDO  
COUNTY, FLORIDA**

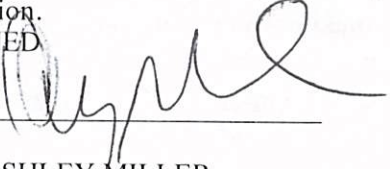
SIGNED

BY:   
SHANNON RODRIGUEZ, SCHOOL BOARD  
CHAIR

DATE: 5/20/25

Approved as to form and legality, subject to execution.

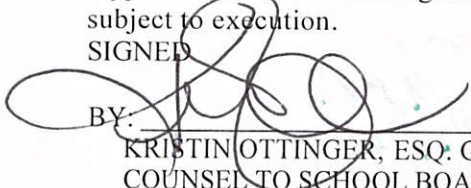
SIGNED

BY: 

ASHLEY MILLER  
COUNSEL TO HERNANDO COUNTY  
SHERIFF'S OFFICE

Approved as to form and legality,  
subject to execution.

SIGNED

BY: 

KRISTIN OTTINGER, ESQ. GENERAL  
COUNSEL TO SCHOOL BOARD

## **EXHIBIT A**

### School Resource Officer Assignments

- Two (2) SRO sergeants
  - One (1) Lieutenant
  - One (1) K-9 Deputy
  - One (1) Float Deputy
  - One (1) Corporal Float
- One School Resource Officer assigned to each school listed below.
- |                                    |                            |
|------------------------------------|----------------------------|
| • Central High School              | Brooksville Elementary     |
| • Hernando High School             | Chocachatti Elementary     |
| • Nature Coast High School         | Deltona Elementary         |
| • Springstead High School          | Eastside Elementary        |
| • Delores S. Parrott Middle School | J.D. Floyd Elementary      |
| • Explorer K-8                     | Moton Elementary           |
| • Fox Chapel Middle School         | Pine Grove Elementary      |
| • Powell Middle School             | Spring Hill Elementary     |
| • Challenger K-8                   | Suncoast Elementary School |
| • West Hernando Middle School      | Westside Elementary        |
| • Endeavor Academy                 | Weeki Wachee High          |
| • Winding Waters K-8               |                            |

The annual payment for schools funded by the Hernando County School Board from July 1, 2025 through June 30, 2026 of this Agreement shall be an amount not to exceed \$3,063,031 (see Addendum A and B for years Two and Three of the agreement) which sum shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of each year. \*Lieutenants salary and benefits to be paid by the Hernando County School District at 100% for all three years of this agreement.

HERNANDO  
COUNTY  
SHERIFF'S OFFICE

Initialed by: [Signature]  
DATE: 7/17/25

SCHOOL BOARD OF  
HERNANDO COUNTY,  
FLORIDA

Initialed by: [Signature]

DATE: 5/20/25

## **EXHIBIT B**

### **SRO K-9 Deputy Duties and Responsibilities**

This exhibit represents the duties and responsibilities of one (1) deputy to serve under the School Operations Section (SOS) in a float/roaming capacity. A canine (K-9) primarily utilized to search for illegal items to include firearms, and firearm ammunition will be assigned to this deputy, effectively making the K-9 deputy within the SOS.

**Selection.** The selection of a K-9 deputy chosen to fill this position will be selected by HCSO K-9 and SOS supervision based on a variety of factors. These factors include: participation in a Hernando County Sheriff's Office oral interview (agency standard); participation in an obstacle course as determined and monitored by the K-9 Unit members and/or SOS supervision; and through a review of the deputies' personnel file and past work performance. Prior to the commencement of the review process, the Director of Safe Schools or his/her designee will be notified of the dates/times of the interviews and the identities of the applicants. The Director of Safe Schools or his/her designee will be afforded the opportunity to participate in all phases of the review process to include: active participation in the oral interview(s), attendance during the obstacle course evaluation(s), and the ability to consult with SOS supervision on the review of the applicant's personnel file and review of past work performance. Selection of the deputy assigned to this role will also be in accordance with current HCSO policy regarding K-9 deputies. The chosen deputy must have a minimum of two years law enforcement experience, must be in good physical condition, must be capable of housing their assigned K-9 at their home residence, and must give at least a four (4) year commitment to the position. Exceptions to the above commitment will include promotion, termination, disciplinary action, or a health issue preventing the chosen individual from performing necessary tasks.

**Training.** The initial training of the K-9 deputy and the K-9 partner, will be conducted in accordance with standards set forth by the Florida Department of Law Enforcement (FDLE) and established HCSO policy and procedures for the K-9 Unit. Prior to the deployment of official K-9 specific law enforcement functions, the K-9 and assigned handler (chosen deputy) will be trained and certified in areas such as obedience and scent detection by FDLE certified instructors. After initial training, the handler and K-9 will also obtain certification from the United States Police Canine Association (USPCA). Continuous training throughout the career of the K-9 is essential to the stability and development of the acquired skills of the K-9, and their assigned handler. The assigned handler and their K-9 will train along with the K-9 Unit; in doing so, they

HCSO/HCSO School Resource Officer Agreement

shall attend at least one (1) dedicated training session per month in compliance with FDLE and HCSO policies and procedures. This training is essential in order for the deputy and K-9 to maintain and further develop their trained abilities. The K-9 or SRO Unit supervisors have the discretion to require additional training dates throughout the month for the handler and/or the K-9. SOS supervision will notify the Director of Safe Schools or his/her designee when the deputy and their assigned K-9 will be unavailable for service due to scheduled training. The HCSO will record and maintain training and deployment records of the handler and K-9. Upon request, the Director of Safe Schools or his/her designee will be provided with various statistical and training records of these specific handler and K-9, within a reasonable amount of time.

**Scheduling.** The daily schedule of this K-9 deputy will be similar to that of a “float deputy”, in that they will have the ability to respond to any Hernando County school or related facility during their shift. In order to proactively respond to various schools within the Hernando County School District, the K-9 deputy will maintain a flexible work schedule. Due to their specialized training, the K-9 deputy shall not be utilized to provide coverage in lieu of the assigned SRO at a school, unless exigent circumstances exist. If such circumstances do arise, approval from the SOS lieutenant or his/her designee shall be required prior to the arrival of this decision. Prior to utilizing the K-9 deputy for this purpose, SOS supervision must first make every effort to provide SRO coverage to a school either by utilizing the SOS float deputy, the SOS corporal, or deputies from other entities within the HCSO. If the decision is made to utilize the K-9 deputy to provide coverage in lieu of the assigned SRO, the Director of Safe Schools or his/her designee will be notified. In the event that there is a request to utilize the K-9 deputy and assigned K-9 (whether requested by another entity within the HCSO, or from an outside law enforcement agency), the decision to allow the deputy and K-9 to respond to this request will rest with the SOS lieutenant or his/her designee. The SOS lieutenant or his/her designee will evaluate the details surrounding the request and shall only allow the deputy and K-9 to respond if exigent circumstances are present, or if it is determined that there are limited options for a successful outcome available at the time of the event. In the event such request is granted, the Director of Safe Schools or his/her designee will be notified. During the summer months and during times when regular school is not in session, the assigned deputy and K-9 will be utilized for school related functions and can be called upon to perform regular patrol duties only if there are no major school related functions occurring during their tour of duty that day. Determination of the scheduling of the SRO deputy and assigned K-9 during the summer months when regular school is not in session, will be made collaboratively with SOS supervision and the Director of Safe Schools or his/her designee. SOS supervision shall make an effort to have the K-9 deputy and their assigned K-9 available for certain after school related events that tend to draw large crowds, which

HCSO/HCSO School Resource Officer Agreement

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include but are not limited to: sporting events, graduations, and school assemblies. Prior to the event, SOS supervision and the Director of Safe Schools or his/her designee may discuss whether it is necessary to utilize the K-9 deputy and their assigned K-9 for these events. In the event that SOS supervision determines that the response of the handler and K-9 is necessary prior to consultation with the Director of Safe Schools or his/her designee, they will be added to the list of already working personnel for the scheduled event.

6/18/2025 2:01:38 PM

7/7/2025 2:00:47 PM

### Addendum A

July 1, 2026- June 30, 2027

A sum not to exceed \$3,212,430 which represents a five (5) percent increase in the total cost of the contract for SRO coverage of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year.

HERNANDO  
COUNTY  
SHERIFF'S OFFICE

Initialed by: avn

DATE: 07/08/25

HERNANDO  
COUNTY SCHOOL  
BOARD

Initialed by: MR

DATE: 5/20/25

**Addendum B**

**July 1, 2027 - June 30, 2028**

A sum of \$3,369,223 which represents a five (5) percent increase in the total cost of the contract for coverage of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year.

**HERNANDO  
COUNTY  
SHERIFF'S OFFICE**

Initialed by: ADN  
DATE: 07/08/25

**HERNANDO  
COUNTY SCHOOL  
BOARD**

Initialed by: SR  
DATE: 5/20/25

D  
A  
T  
E  
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**A. Item Currently Budgeted -**

|                                |                            |                      |               |                                           |         |                                   |
|--------------------------------|----------------------------|----------------------|---------------|-------------------------------------------|---------|-----------------------------------|
| Account Name                   | Safe Schools Appropriation |                      |               |                                           |         |                                   |
| Account Number                 | 1100                       | 7900                 | 3100          | 9551                                      | 53400   |                                   |
|                                | Fund                       | Function             | Object        | Cost Center                               | Project | Sub Project                       |
| Original<br>Approved<br>Budget | +                          | Budget<br>Amendments | -             | Expenditures /<br>Encumbrances<br>To Date | =       | Current<br>Available<br>Budget    |
|                                | -                          |                      |               | Present<br>Request                        | =       | Remaining<br>Balance<br>Available |
| \$ 942,430.00                  | \$ 0.00                    | \$ 0.00              | \$ 942,430.00 | \$ 942,430.00                             | \$ 0.00 |                                   |

|                                |                                   |                      |                 |                                           |         |                                   |
|--------------------------------|-----------------------------------|----------------------|-----------------|-------------------------------------------|---------|-----------------------------------|
| Account Name                   | Safe Schools Voted Millage Safety |                      |                 |                                           |         |                                   |
| Account Number                 | 1120                              | 7900                 | 3100            | 9551                                      | 00106   | 70040                             |
|                                | Fund                              | Function             | Object          | Cost Center                               | Project | Sub Project                       |
| Original<br>Approved<br>Budget | +                                 | Budget<br>Amendments | -               | Expenditures /<br>Encumbrances<br>To Date | =       | Current<br>Available<br>Budget    |
|                                | -                                 |                      |                 | Present<br>Request                        | =       | Remaining<br>Balance<br>Available |
| \$ 2,203,596.00                | \$ 0.00                           | \$ 0.00              | \$ 2,203,596.00 | \$ 2,203,596.00                           | \$ 0.00 |                                   |

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

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☒

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

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

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



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 16. 27-3989**

8/25/2026

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**Title and Board Action Requested**

Approve the renewal of the piggyback of Choice Partners, Harris County Department of Education, RFP/Contract No. 22/038SG-11, Educational Materials and Related Items, awarded to multiple vendors, and authorize purchases for an estimated annual spending of \$75,000.

**Executive Summary**

The Executive Director of Support Operations, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of the piggyback of Choice Partners, Harris County Department of Education, RFP/Contract No. 22/038SG-11: Educational Materials and Related Items, awarded to multiple vendors as per the tabulation, and authorize purchases for an estimated annual spending of \$75,000.

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

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

**My Contact**

Steve Crognale  
Executive Director of Support Operations  
(352) 797-7063

**2023-28 Strategic Focus Area**

Priority 5: Fiscal Transparency and Capital Planning

**Financial Impact**

See attached budget sheet.

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

# PURCHASING AGENDA ITEM

Hernando County School District

**School Board Approval Meeting:**

**August 25, 2026**

**Bid No. 24-785-18 PB RN**

**Bid Title: Educational Material and  
Related Items**

*Recommend approval of this agenda item under the specific category below:*

- |                                           |                                                            |                                                           |                                                   |
|-------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Lowest Bid(s)    | <input type="checkbox"/> Request for Proposal(s)           | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation   |
| <input type="checkbox"/> Revised Award    | <input checked="" type="checkbox"/> Renewal of Contract    | <input type="checkbox"/> Sole Source                      | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination  | <input type="checkbox"/> Revisions/Amendments to Bid       | <input type="checkbox"/> Bid Extension                    | <input type="checkbox"/> Emergency                |
| <input type="checkbox"/> Reversed Auction | <input checked="" type="checkbox"/> Piggyback: Cooperative |                                                           |                                                   |

**Bid Contract Period:**

**08/17/2026 through 08/16/2027**

☐ N/A – One Time Purchase

**Contract Type:**

☐ Estimated  
Dollar Amount

☐ Firm, Fixed  
Dollar Amount

☐ Firm, Fixed  
Unit Prices

☒ Firm, Fixed Unit Prices,  
Hourly Rates, Fees and/or  
Percentages

**Renewal Options:**

No. of Terms  
Remaining

☐ Length of  
Each Term (month)

☐ Length of  
Each Term (year)

☒ None

**Rationale/Reason:** Renewal of the Piggyback of Choice Partners, Harris County Department of Education, RFP #22/038SG-11: Educational Materials and Related items, awarded to multiple vendors. This contract will supplement the currently approved contract for Classroom Instructional Materials. HCSB Bid No. 24-785-18 PB RN has been assigned for internal tracking purposes.

Bidders Electronically  
Downloaded From Bidnet  
Direct Website:

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

☒ N/A – Bids Not  
Required: Piggyback

**Submitted By:**

Steve Crognale  
Executive Director of Support Operations

**Site:** District-wide

**Requested By:**

For Use by All Schools/Sites District-Wide

Recommended award: (See attached)

**T/C CODE: 2418**

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

- **CEV Multimedia LLC**

[www.icevonline.com](http://www.icevonline.com)

Customer Support

(800)922-9965

[customersupport@cevmultimedia.com](mailto:customersupport@cevmultimedia.com)

*Online instructional materials for CTE courses through iCEV platform. Course content including lesson plans, videos, slideshows, project- based learning activities and interactive activities, assessments, certifications tested for on the iCEV platform. Professional development is offered online and in-person (depending on availability) and is complementary with implementation of the product.*

*Seven product lines: •Agricultural Science • Architecture, Construction, Transportation and Manufacturing •Business, Marketing, Finance, IT and Media •Career Explorations •Family and Consumer Sciences •Health Science •Law, Public Safety, Corrections and Security*

- **eDynamic Holding, LP**

[www.edynamiclearning.com](http://www.edynamiclearning.com)

Susan Voigt

(877) 585-2029

[sales@edynamiclearning.com](mailto:sales@edynamiclearning.com)

*Publisher for online digital CTE and electives curriculum supporting nearly 250 course topics for middle and high schools.*

*The provider of online simulations for high schools & colleges supporting Business, Marketing, Finance, Hospitality & Human Services.*

- **McGraw Hill, LLC**

[www.mheducation.com/Prek-12](http://www.mheducation.com/Prek-12)

Kimberly Harvey

[bidsandcontracts@mheducation.com](mailto:bidsandcontracts@mheducation.com)

(800) 338-3987

[Orders\\_mhe@mheducation.com](mailto:Orders_mhe@mheducation.com)

*Learning science company that delivers personalized learning experiences.*

*Products from Achieve 3000, Inc.*

- **OTC Direct dba Oriental Trading Company**

[www.orientaltrading.com](http://www.orientaltrading.com)

Jordan Frum

(402) 939-1580

[jfrum@oriental.com](mailto:jfrum@oriental.com)

To order:

(800)228-2269

[orders@oriental.com](mailto:orders@oriental.com)

*Provide party supplies, arts and crafts, toys, novelties, school supplies, advertising specialties, gift ware and educational products.*



| A. Item Currently Budgeted -                  |              |                   |              |                                     |         |                          |   |                 |   |                             |                                                                                       |
|-----------------------------------------------|--------------|-------------------|--------------|-------------------------------------|---------|--------------------------|---|-----------------|---|-----------------------------|---------------------------------------------------------------------------------------|
| Instructional Classroom Material and Supplies |              |                   |              |                                     |         |                          |   |                 |   |                             |                                                                                       |
| Account Name                                  |              |                   |              |                                     |         |                          |   |                 |   |                             |                                                                                       |
| Account Number                                | 11xx/801/4xx | 5100              | Various      | Various                             | Various |                          |   |                 |   |                             |                                                                                       |
|                                               | Fund         | Function          | Object       | Cost Center                         | Project | Sub Project              |   |                 |   |                             |                                                                                       |
| Original Approved Budget                      | +            | Budget Amendments | -            | Expenditures / Encumbrances To Date | =       | Current Available Budget | - | Present Request | = | Remaining Balance Available | Schools/Sites will make purchases utilize funds from their approved 2026-2027 budget. |
| \$ 75,000.00                                  | \$ 0.00      | \$ 0.00           | \$ 75,000.00 | \$ 75,000.00                        | \$ 0.00 |                          |   |                 |   |                             |                                                                                       |
|                                               |              |                   |              |                                     |         |                          |   |                 |   |                             |                                                                                       |

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

| B. Item Currently Not Budgeted -** |      |          |        |             |         |             |  |  |  |
|------------------------------------|------|----------|--------|-------------|---------|-------------|--|--|--|
| Funding Source                     |      |          |        |             |         |             |  |  |  |
| Account Name                       |      |          |        |             |         |             |  |  |  |
| Account Number                     | Fund | Function | Object | Cost Center | Project | Sub Project |  |  |  |
| Amount                             | \$   |          |        |             |         |             |  |  |  |

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

| C. History                  |                                  |
|-----------------------------|----------------------------------|
| Check one:                  |                                  |
| Prior Year Budget:          | <input checked="" type="radio"/> |
| New for Current Year:       | <input type="radio"/>            |
| Prior Year Approved Budget: | \$ 75,000.00                     |
| Prior Year Actual Spent:    | \$ 50,922.92                     |

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



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 17. 27-3992**

8/25/2026

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**Title and Board Action Requested**

Approve the piggyback of the Sourcewell Cooperative, RFP No. 04076/Contract No. 040726-SES, Commercial Kitchen Equipment with Related Supplies and Services awarded to TriMark USA, LLC and authorizes purchases for an estimated annual spending of \$200,000.00

**Executive Summary**

The Director of Food and Nutrition Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the piggyback of the Sourcewell Cooperative, RFP No. 040726, Contract No. 040726-SES: Commercial Kitchen Equipment with Related Supplies and Services, awarded to Tri-Mark USA, LLC. Offering discounts on a wide selection of manufacturers to support our district wide kitchen needs. The estimated annual expenditure is \$200,000.00. Bid Contract Period 8/25/2026 through June 22, 2030.

HCSB Bid No. 27-740-05 PB has been assigned for internal tracking purposes

**My Contact**

Holly Longo  
Director of Food and Nutrition Services  
352-797-7028 x71409

**2023-28 Strategic Focus Area**

Priority 3: Safe and Healthy Learning Environment

**Financial Impact**

See attached budget sheet.

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

# PURCHASING AGENDA ITEM

Hernando County School District

**School Board Approval Meeting:**

**August 25, 2026**

**Bid No. 27-740-05 PB**

**Bid Title: Commercial Kitchen Equipment  
with Related Supplies and Services**

*Recommend approval of this agenda item under the specific category below:*

- |                                               |                                                            |                                                           |                                                   |
|-----------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Lowest Bid(s)        | <input type="checkbox"/> Request for Proposal(s)           | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation   |
| <input type="checkbox"/> Revised Award        | <input type="checkbox"/> Renewal of Contract               | <input type="checkbox"/> Sole/Single Source               | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Contract Termination | <input type="checkbox"/> Amendments to Contract            | <input type="checkbox"/> Extension of Contract            | <input type="checkbox"/> Emergency                |
| <input type="checkbox"/> Reversed Auction     | <input checked="" type="checkbox"/> Piggyback: Cooperative | <input type="checkbox"/> Responsive/Responsible Bidders   |                                                   |

**Bid Contract Period:** 08/25/2026 through 06/22/2030

☐ N/A – One Time Purchase

**Contract Type:**

☐ Estimated  
Dollar Amount

☐ Firm, Fixed  
Dollar Amount

☐ Firm, Fixed  
Unit Prices

☒ Firm, Fixed Unit Prices,  
Hourly Rates, Fees and/or  
Percentages

**Renewal Options:**

No. of Terms  
Remaining  
3

☐ Length of  
Each Term (month)

☒ Length of  
Each Term (year)  
1

☐ None

**Rationale/Reason:** Piggyback the Sourcewell Cooperative RFP No. 040726, Contract No. 040726-SES: Commercial Kitchen Equipment with Related Supplies and Services, awarded to Tri-Mark USA, LLC. Offering discounts on a wide selection of manufactures. HCSB Bid No. 27-740-05 PB has been assigned for internal tracking purposes.

Bidders Electronically  
Downloaded From

Bidnet Direct Website: n/a

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

☒ N/A – Bids Not  
Required: n/a

**Submitted By:**

Steven Crognale  
Executive Director of Support Operations

**School(s):** District Wide

**Requested By:**

Holly Longo  
Director of Food & Nutrition

**Department(s):** Food & Nutrition Department

Recommended award: (See attached)

**T/C CODE: 2705**

**Awarded Vendor:**

TriMark USA, LLC (fka Strategic Equipment, LLC)

Amy Leasure

Contract Sales Executive

(972) 896-9893

[amy.leasure@trimarkusa.com](mailto:amy.leasure@trimarkusa.com)

Discount of manufacturer's list price for equipment and custom orders.

Complete Section A or B; and C

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

**A. Item Currently Budgeted -**

| Food Service Equipment         |   |                      |   |                                           |   |                                |   |                    |   |                                   |  |             |  |
|--------------------------------|---|----------------------|---|-------------------------------------------|---|--------------------------------|---|--------------------|---|-----------------------------------|--|-------------|--|
| Account Name                   |   | 4110E                |   | 7600                                      |   | 6410                           |   | 9002               |   | 00100                             |  | 000000      |  |
| Account Number                 |   | Fund                 |   | Function                                  |   | Object                         |   | Cost Center        |   | Project                           |  | Sub Project |  |
| Original<br>Approved<br>Budget | + | Budget<br>Amendments | - | Expenditures /<br>Encumbrances<br>To Date | = | Current<br>Available<br>Budget | - | Present<br>Request | = | Remaining<br>Balance<br>Available |  |             |  |
| \$ 1,173,712.75                |   | \$                   |   | \$                                        |   | \$ 1,173,712.75                |   | \$ 200,000.00      |   | \$ 973,712.75                     |  |             |  |

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

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

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☐

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 18. 27-3993**

8/25/2026

---

**Title and Board Action Requested**

Approve the renewal of the Piggyback of the State of Florida, Department of Management Services (DMS), Enterprise Alternate Contract Source (ACS) No. 31160000-25-NASPO-ACS for Facilities Maintenance Repair and Operations (MRO) and Industrial Supplies awarded to multiple vendors and authorize purchases for an estimated annual spending of \$325,000.00

**Executive Summary**

The Executive Director of Support Operations, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of the piggyback of the Florida Department of Management Services (DMS), Enterprise Alternate Contract Source (ACS) No. 31160000-25-NASPO-ACS for Facilities Maintenance Repair and Operations (MRO) and Industrial Supplies awarded to multiple vendors, as per the tabulation and authorize purchases for an estimated annual spending of \$325,000.00. Purchases will be made on an as-needed basis utilizing approved annual budgets.

This contract is available for use district wide. HCSD Bid No. 25-968-32 PB RN has been assigned for internal tracking purposes.

**My Contact**

Executive Director of Support Operations  
Steve Crognale  
8008 Mobley Road  
Brooksville, Florida 34601

**2023-28 Strategic Focus Area**

Priority 5: Fiscal Transparency and Capital Planning

**Financial Impact**

See attached budget sheet.

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

# PURCHASING AGENDA ITEM

Hernando County School District

**School Board Approval Meeting:**

**August 25, 2026**

**Bid No. 25-968-32 PB RN**

**Bid Title: Facilities Maintenance Repair,  
and Operations (MRO) and Industrial  
Supplies**

*Recommend approval of this agenda item under the specific category below:*

- |                                               |                                                                      |                                                           |                                                   |
|-----------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Lowest Bid(s)        | <input type="checkbox"/> Request for Proposal(s)                     | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation   |
| <input type="checkbox"/> Revised Award        | <input checked="" type="checkbox"/> Renewal of Contract              | <input type="checkbox"/> Sole/Single Source               | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Contract Termination | <input type="checkbox"/> Amendments to Contract                      | <input type="checkbox"/> Extension of Contract            | <input type="checkbox"/> Emergency                |
| <input type="checkbox"/> Reversed Auction     | <input checked="" type="checkbox"/> Piggyback DMS – State of Florida | <input type="checkbox"/> Responsive/Responsible Bidders   |                                                   |

**Bid Contract Period:**

**09/01/2026 through 08/31/2028**

☐ N/A – One Time Purchase

**Contract Type:**

☐ Estimated  
Dollar Amount

☐ Firm, Fixed  
Dollar Amount

☐ Firm, Fixed  
Unit Prices

☒ Firm, Fixed Unit Prices,  
Hourly Rates, Fees and/or  
Percentages

**Renewal Options:**

No. of Terms  
Remaining

☐ Length of  
Each Term (month)

☐ Length of  
Each Term (year)

☒ None

**Rationale/Reason:** Renewal of the Piggyback of the State of Florida, Department of Management Services (DMS), Enterprise Alternate Contract Source (ACS) No. 31160000-25-NASPO-ACS for Facilities Maintenance Repair and Operations (MRO) and Industrial Supplies awarded to multiple vendors. HCSB Bid No. 25-968-32 PB RN has been assigned for internal tracking purposes.

**Bidders Electronically  
Downloaded From**

**Bidnet Direct Website:** n/a

**Bids Received:**

**No Bids:**

**Late Bids:**

**Rejected Bids:**

☒ **N/A – Bids Not  
Required: Piggyback**

**Submitted By:**

Steve Crognale

Executive Director of Support Operations

**School(s):** District Wide

Recommended award: (See attached)

**T/C CODE: 2532**



## **Awarded Vendors:**

### **Fastenal Company**

[www.fastenal.com](http://www.fastenal.com)

Zack Lonsway

(833) 790-9932

[flgovsales@fastenal.com](mailto:flgovsales@fastenal.com)

### **Global Industrial Equipment Company, Inc.**

[www.globalindustrial.com](http://www.globalindustrial.com)

Bruno Pasquale (Account Manager)

(678) 969-6731

[bpasquali@globalindustrial.com](mailto:bpasquali@globalindustrial.com)

Frederick Morabito

[FMorabito@globalindustrial.com](mailto:FMorabito@globalindustrial.com)

### **Sid Tool Co., Inc. dba MSC Industrial Supply Co.**

[www.mscdirect.com](http://www.mscdirect.com)

John Perkins

(904) 305-6682

[john.perkins@mscdirect.com](mailto:john.perkins@mscdirect.com)

### **W.W. Grainger**

<https://www.grainger.com/>

Customer Support

(800) 472-4643

[customersupport@grainger.com](mailto:customersupport@grainger.com)

**A. Item Currently Budgeted -****2026-2027 District Wide Approved Miscellaneous Accounts**

|                                |         |                      |         |                                           |         |                                   |
|--------------------------------|---------|----------------------|---------|-------------------------------------------|---------|-----------------------------------|
| Account Name                   |         |                      |         |                                           |         |                                   |
| Account Number                 | various | various              | various | various                                   | various |                                   |
|                                | Fund    | Function             | Object  | Cost Center                               | Project | Sub Project                       |
| Original<br>Approved<br>Budget | +       | Budget<br>Amendments | -       | Expenditures /<br>Encumbrances<br>To Date | =       | Current<br>Available<br>Budget    |
|                                | -       |                      |         |                                           | =       | Present<br>Request                |
|                                |         |                      |         |                                           |         | Remaining<br>Balance<br>Available |
| \$                             | \$      | \$                   | \$      | \$ 325,000.00                             | \$      |                                   |

|                                |      |                      |        |                                           |         |                                   |
|--------------------------------|------|----------------------|--------|-------------------------------------------|---------|-----------------------------------|
| Account Name                   |      |                      |        |                                           |         |                                   |
| Account Number                 |      |                      |        |                                           |         |                                   |
|                                | Fund | Function             | Object | Cost Center                               | Project | Sub Project                       |
| Original<br>Approved<br>Budget | +    | Budget<br>Amendments | -      | Expenditures /<br>Encumbrances<br>To Date | =       | Current<br>Available<br>Budget    |
|                                | -    |                      |        |                                           | =       | Present<br>Request                |
|                                |      |                      |        |                                           |         | Remaining<br>Balance<br>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: \$ 228,555.48

Prior Year Actual Spent: \$ 228,555.48

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



# Hernando School District

## School Board Regular Meeting

---

**Agenda Item # 19. 27-4001**

8/25/2026

---

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

Approve the amendment to Addendum A and Addendum B of the School Resource Officer (SRO) Agreement with the Hernando County Sheriff's Office effective July 1, 2025, through June 30, 2028.

### **Executive Summary**

The Director of Safe Schools, on behalf of the Superintendent of Schools, hereby requests the Board Approve the amendment to Addendum A for the 2026/2027 school year and Addendum B of the 2027/2028 School year of the School Resource Officer (SRO) Agreement with the Hernando County Sheriff's Office effective July 1, 2025, through June 30, 2028. The amendments reduce the amount to 90% of lieutenant's salary and remove the corporal title, changing it to the deputy's salary.

The SRO contract was approved on 05/20/2025 agenda 25-2965.

### **My Contact**

Angel Pagan

352-797-7233

Pagan\_a3@hcsb.k12.fl.us

### **2023-28 Strategic Focus Area**

Priority 3: Safe and Healthy Learning Environment

### **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.

**HCSO CONTRACT REVIEW SUMMARY**

All contracts, agreements and memorandums of understanding must be reviewed, analyzed, appropriate fields completed and recommended for approval prior to submission to the Sheriff for execution.

☒ **CONTRACT**☐ **AGREEMENT**☐ **MOU**☐ **OTHER**Amendment**BUREAU:**☐ **STAFF**☐ **ADMINISTRATIVE SERVICES**☐ **JUDICIAL**☒ **LAW ENFORCEMENT**Contract/Agreement Title: School Resource OfficersMUNIS Generated Contract #: 25059Date Submitted: 5/28/2025Submitted By (Originator): Lt. William PowerContract/Agreement Term: 3 yearsStart Date: 7/1/2025End Date: 6/30/2028**If this is NEW:**

Cost per Year: \$ \_\_\_\_\_

Revenue per Year: \$ \_\_\_\_\_

**If this is a RENEWAL:**Revenue 2026-2027: \$3,146,026Revenue 2027-2028 Year: \$3,302,819

Increase or Decrease from Previous Year(s): \$paid to BOCC, reduce amount to 90% of lieutenant's salary and remove the corporal title, changing it to the deputy's salary

Change in content? ☒ Yes ☐ No, there is no change in content

*If there is any change in content, cost or revenue from previous contract, provide analysis/explanation below.*

Purpose: provide SRO coverage for all schools, updating upon retirement of Cpl LandgraffAnalysis (include budget impact, reason for changes): the reduction of revenue \$66,404

Authorized Signatory:

☒ Sheriff☐ Sheriff's Designee☐ BOCC Chair☐ Other \_\_\_\_\_Purchase/Check Request attached? ☐ YES ☐ NO When approved, route to: \_\_\_\_\_**OUTSIDE ENTITY:**Entity: Hernando County School Board Point of Contact Name/Title: Dir. Angel PaganBest Contact (e-mail/phone/mail): pagan\_a3@hcsb.k12.fl.us**Bureau Point of Contact:**

Entered in MUNIS \_\_\_\_\_

Info entered on Spreadsheet \_\_\_\_\_

Delivered to Tammy Royal \_\_\_\_\_

Signed copy sent to outside entity \_\_\_\_\_

Expiration date noted \_\_\_\_\_

NOTE: For Grant applications, please use the GRANT REQUEST form

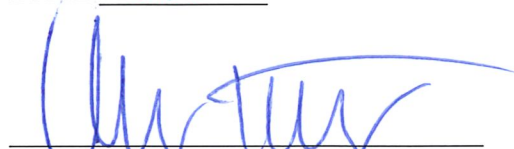
## Amendment to Addendum A

**July 1, 2026- June 30, 2027**

A sum not to exceed \$3,146,026 which represents a five (5) percent increase in the total cost of the contract for SRO coverage of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year. This represents removing the corporal designation and reducing the cost of the lieutenant to 90%.

  
ALVIN D. NIENHUIS, II SHERIFF,  
HERNANDO COUNTY

DATE 8/5/26

  
ASHLEY TAYLOR, ATTORNEY

DATE 8/4/26

\_\_\_\_\_  
KAYCE HAWKINS, SCHOOL BOARD CHAIR,  
HERNANDO COUNTY

DATE \_\_\_\_\_

\_\_\_\_\_  
ATTORNEY FOR SCHOOL BOARD

DATE \_\_\_\_\_

Kelly A. Pogue  
Approved as to Form  
by WSH Attorney

08/07/2026 07:31 am

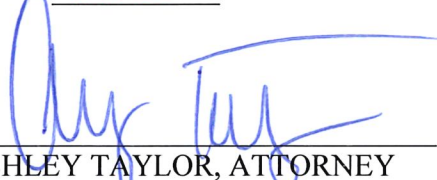
## Amendment to Addendum B

**July 1, 2027- June 30, 2028**

A sum not to exceed \$3,302,819 which represents a five (5) percent increase in the total cost of the contract for SRO coverage of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year. This represents removing the corporal designation and reducing the cost of the lieutenant to 90%.

  
ALVIN D. NIENHUIS, II SHERIFF,  
HERNANDO COUNTY

DATE 8/5/26

  
ASHLEY TAYLOR, ATTORNEY

DATE 8/4/26

\_\_\_\_\_  
KAYCE HAWKINS, SCHOOL BOARD CHAIR,  
HERNANDO COUNTY

DATE \_\_\_\_\_

\_\_\_\_\_  
ATTORNEY FOR SCHOOL BOARD

DATE \_\_\_\_\_

Kelly A. Pogue  
Approved as to Form  
by WSH Attorney  
08/07/2026 07:31 am



**HCSO CONTRACT REVIEW SUMMARY**

All contracts, agreements and memorandums of understanding must be reviewed, analyzed, appropriate fields completed and recommended for approval prior to submission to the Sheriff for execution.

☒ **CONTRACT**☐ **AGREEMENT**☐ **MOU**☐ **OTHER****BUREAU:**☐ **STAFF**☐ **ADMINISTRATIVE SERVICES**☐ **JUDICIAL**☒ **LAW ENFORCEMENT**Contract/Agreement Title: School Resource OfficersMUNIS Generated Contract #: 25059Date Submitted: 05/28/2025Submitted By (Originator): Lt. Michael O'BrienContract/Agreement Term: 3 YearsStart Date: 07/01/2025 End Date: 06/30/2028If this is **NEW**:Cost per Year: \$ N/ARevenue per Year: \$ N/AIf this is a **RENEWAL**:Revenue per Year 2025-2026: \$ 3,063,031 Revenue per Year 2026-2027: \$ 3,212,430Revenue per Year 2027-2028: \$ 3,369,223 **Note: These are paid to the BOCC**Increase or Decrease from Previous Year(s): See contract addendums for detailChange in content? ☒ Yes ☐ No, there is no change in content

If there is any change in content, cost or revenue from previous contract, provide analysis/explanation below.

Purpose: Provide SRO coverage at all public schools, one float deputy, one float corporal, two sergeants, one lieutenant, and one SRO K9 handler.

Analysis (include budget impact, reason for changes): Updated in this contract are details regarding the usage of a SRO K-9. In addition the contract will include annual wage increases each year.

Authorized Signatory: ☒ Sheriff ☐ Sheriff's Designee ☒ Other HCSO Counsel

Purchase/Check Request attached? ☐ YES ☐ NO When approved, route to: \_\_\_\_\_

**OUTSIDE ENTITY:**

Entity: Hernando County School Board Point of Contact Name/Title: Brandon DeRespiris, Director of Safe Schools

Best Contact (e-mail/phone/mail): 352-797-7233

**Bureau Point of Contact:**

Entered in MUNIS \_\_\_\_\_

Info entered on Spreadsheet \_\_\_\_\_

Delivered to Tammy Royal \_\_\_\_\_

Signed copy sent to outside entity \_\_\_\_\_

Expiration date noted \_\_\_\_\_

NOTE: For Grant applications, please use the GRANT REQUEST form

RECEIVED  
JUN 11 11 08 2025

RECEIVED  
JUN 16 2025  
By: *[Signature]*



## SCHOOL RESOURCE OFFICER AGREEMENT

This agreement made and entered into by and between the **School Board of Hernando County, Florida**, (herein referred to as the School Board) and the **Hernando County Sheriff's Office**, (herein referred to as the Sheriff's Office). The School Board and Sheriff's Office may collectively be referred to as the "Parties" from time to time in the agreement.

**WHEREAS** this agreement is to continue the School Resource Officer (SRO) Program in Hernando County Schools; and

**WHEREAS** the School Board and Sheriff's Office recognize the potential outstanding benefits associated with School Resource Officer ("SRO") program to the citizens of Hernando County, Florida and particularly to the students of the public school system of Hernando County, Florida; and

**WHEREAS** the School Board and Sheriff's Office desire to provide law enforcement services to the public schools of Hernando County, Florida, as provided for herein; and

**WHEREAS** the School Board and Sheriff's Office recognize that under this agreement, the parties are seeking to describe the general expectation for the level of service contemplated by this agreement, that a SRO will be on site at the identified schools during hours and/or that students are present at the school. In the event that staffing or personnel needs of the Sheriff's office materially reduce this level of service, the parties agree to negotiate a mechanism for adjustments. **WHEREAS** the School Board and Sheriff's Office recognize the benefits of a long- term agreement, relationship and collaborative efforts in providing trained deputy sheriffs to carry out the aims of this agreement.

**WHEREAS** the School Board and Sheriff's Office in signing this agreement and related exhibits or addendums covenant to bargain in good faith to maintain this contractual relationship and agree to continue to do so in the course of their dealings.

**NOW, THEREFORE**, the parties, intending to be legally bound to the terms of this agreement, stipulate and agree as follows:

### ARTICLE I RECITALS

Each of the recitals set forth above are true and accurate in all material respects, and are adopted and incorporated herein, in these words.

## ARTICLE II

### APPOINTMENT AND DUTIES OF THE SRO

**SRO Assignment.** The Sheriff's Office will provide one regularly employed assigned deputy sheriff having the State of Florida basic SRO certification to serve as the School Resource Officer (SRO) at each school listed in **Exhibit A**. If the regularly assigned deputy does not have the aforementioned SRO certification upon commencement of this agreement, the Sheriff's Office will ensure that each regularly assigned deputy sheriff will use all reasonable efforts to attain SRO certification within 12 months of the commencement of this agreement.

**Relief Factor.** Two float SROs, in addition to individual school-assigned SROs as evidenced in Exhibit A, shall also be provided, subject to the same terms and conditions outlined herein, to act as relief should an SRO require leave from their assigned post. The positions, when possible, shall be staffed with senior SROs that shall be available to move among campuses, if not needed for relief, in an effort to mentor, interact with students and staff, or respond to schools if additional SRO presence is needed for any emergencies.

Exhibit A may be amended from time to time at the mutual consent of the parties to reflect necessary changes to Exhibit A; however, any such amendments must be in writing and signed by the parties or their respective designees. (For the purposes of this provision, the School Board authorizes the Superintendent to act as its designee.) Such amendments will be deemed an amendment to the Agreement when signed by both parties. Such amendment will not change any other term or condition of the Agreement.

**Hours.** Regular duty hours of School Resource Officer: Each SRO will be assigned to his/her school on a full-time basis of eight hours on those days that school is in session. The SRO may be temporarily reassigned during periods of an emergency upon mutual consent of the parties. The SRO will also participate in any pre-school or post-school activity that is appropriate and agreed upon by both parties. The parties agree that to the greatest extent possible all training and annual leave for assigned SRO officers will not be scheduled when school is in session. If SRO works more than 85 hours in a two-week pay period, due to late afternoon arrival of district transportation vehicles, he/she will be paid by the District at the additional duty rate of pay in hour increments for the number of whole and partial hours in quarter-hour increments beyond 85 hours. All requests for such additional pay will be presented to the Office of Safe Schools by the Sheriff or designee. Requests for such additional pay will be submitted during the two-week pay cycle which immediately follows the HCSO pay period in which the hours were accumulated.

**Duties of the School Resource Officer.** The duties of the SRO shall be as set forth herein and as specified in Section 1006.12 Florida Statutes. Any modifications to the duties of the SRO will be in writing after discussion between the Superintendent of the School Board, the Sheriff, or their respective designees.



**The School Resource Officer shall:**

1. Act as a resource in the area of law enforcement education at the request of the principal.
2. Advise faculty and staff concerning community agencies that offer assistance to youth and their families such as mental health clinics, drug treatment centers, Juvenile Justice, etc.
3. Conduct criminal investigations of violation of law on School Board property where the SRO is assigned.
4. Advise the principal of any law enforcement activity occurring at the school prior to implementation when it is possible to do so without interfering with an ongoing investigation.
5. Make arrests and referrals of criminal law violators when appropriate. The principal will be made aware of any arrest, as it relates to the school.
6. Appear at State Attorney's Office investigations, depositions, trials and sentencing.
7. Provide counseling to students at the request of the Principal or designee.
8. Assist School Board in recovering School Board property in cooperation with other police agencies.
9. Wear the official SRO uniform at all times on school property. School resource officers will be armed in compliance with Sheriff's Office policies and procedures.
10. Perform such other duties as directed by the Sheriff's Office consistent with the SRO Program, State and Federal law, and the policies and procedures of the Hernando County Sheriff's Office and the Hernando County School Board.
11. Respond to campus situations that pose a threat to the immediate physical safety of school staff or students and/or the destruction of property. The SRO will be a part of a threat assessment team pursuant to Section 1006.07(7), F.S., and as otherwise required/provided by law.
12. Assist the principal in developing plans, strategies, and training for staff and students to prevent and/or minimize dangerous situations.
13. Provide coverage for school wide events (e.g., open house, back to school nights, etc.). Extracurricular events during non-school session hours (e.g., sporting events, fine arts performances, etc.) shall be compensated according to off-duty pay schedule.
14. Provide summer coverage for not more than five (5) sites throughout the district according to the summer schedule - not to exceed 8 weeks, Monday through Thursday, maximum of 8 hours per day.

- 15 Adhere to any other Florida Administrative Rules required.

**The Sheriff or Designee shall:**

1. Provide to the Hernando County School District School Safety Specialist, as soon as practicable, information regarding the circumstances of disciplinary investigation and/or termination of any SRO so that the School Safety Specialist can report the information to Florida Department of Education Office of Safe Schools as required by law.
2. Cooperate with the School District in support, utilization and training of District- employed Guardians.

**Student Information.** The School Board and the Sheriff agree, pursuant to 1002.221 (2)(c), to share certain student education records and information in order to further the crime and delinquency prevention programs contemplated by this Agreement. The School Board agrees to provide student demographic information, enrollment data, current schedule, attendance and summary discipline information through its online student information system program to each School Resource Officer for students at the school where the officer is assigned.

### **ARTICLE III POLICIES**

The SROs shall be employees of the Sheriff's Office and shall be required to comply with all policies and General Directives of the Sheriff's Office. The SROs shall not be employees of the Board, but will comply with all School Board policies and procedures in all cases that do not conflict with law, Sheriff's Office policies, procedures or directives. In the event of any actual or perceived conflict, the individual will immediately bring the matter to the attention of his/her supervisor for resolution consistent with the terms of Article V of this agreement.

### **ARTICLE IV PAYMENT AND PROVISION OF SRO**

The Sheriff's Office will provide deputy sheriff staff in accordance with Exhibit A, which will be reviewed and/or updated annually to reflect changes to the school district makeup.

The School Board will come to an agreement with the Hernando County Board of County Commissioners as to an appropriate reimbursement of costs payable by the School Board, associated with the SRO program. The Board will directly disperse agreed upon funding to the Board of County Commissioners in accordance with the Board of County Commissioners regular accounts payable procedures. The Sheriff's Office will submit a budget request, each year, which includes all the necessary positions outlined in Exhibit A for each year of this agreement. Future amounts for years two, three, and four shall be



paid quarterly and remitted to the Hernando County Board of County Commissioners in accordance with the Hernando Board of County Commissioners' regular accounts payable procedures pursuant to the Board of County Commissioners and Hernando County School Board reimbursement or contribution agreement for SRO services.

No pro-rations or refunds will be due when the SRO is absent from a school site for any leave authorized by the Sheriff's Office as a replacement deputy shall be provided, except as specifically provided herein in the Notice and Termination section of Article X.

For each two-week period in which a float position is vacant, the quarterly payment will be reduced by an amount commensurate with the average cost of the position.

#### **ARTICLE V RESOLUTION OF DISPUTES/QUESTIONS**

The parties, their agents, and employees, will cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the School Superintendent and the Sheriff or their respective designees.

#### **ARTICLE VI TERM**

The term of this Agreement shall commence effective as of July 1, 2025 and continue through June 30, 2028. The Superintendent or their designee(s) is expressly authorized and empowered by the School Board to negotiate an expansion of the SRO agreement for this term and future terms of this agreement. Any subsequent increase in the annual cost of this agreement will be negotiated and documented through separate addenda to this agreement. The Superintendent or designee shall have authority on behalf of the School Board to sign any monetary modifications pursuant to the terms of this agreement for years two and three of this agreement.

#### **ARTICLE VII EMERGENCY RESPONSE**

School personnel requests for law enforcement response to an emergency situation when an SRO is off-duty should be made by calling 911. Response to requests for emergency assistance may or may not include the assigned SRO.

#### **ARTICLE VIII MATERIALS AND FACILITIES**

The School Board shall provide to the SRO assigned to each school the following materials and facilities:

1. A private office, which is air conditioned and properly lighted, with a telephone to be used for general business purposes.

2. A location for files and record-? That can be locked and secured.

3. A desk with drawers, a chair, filing cabinet, computer, computer access, and office supplies (i.e., paper, pencil, pens, etc.).

## ARTICLE IX PERFORMANCE REVIEW

The principal of each school, or designee, will complete an appraisal at least twice annually with the Sheriff's Office designee concerning the performance and services provided by the assigned SRO. Principal or designee will share appraisal with School Safety Specialist upon completion. School Safety Specialist will share appraisals with Sheriff's designee twice annually.

## ARTICLE X GENERAL

**Authority.** Nothing contained herein shall be construed to modify Section 1001.33, F.S. and the schools shall remain under the control of the principals, who under Section 1012.28, F.S., is responsible for supervision and management of school and property. The SRO may take whatever steps the SRO deems appropriate in the event of criminal activity pursuant to normal law enforcement procedures. The SRO shall not be unlawfully impeded while in the performance of statutory duties or while in the investigation or prevention of crime.

**Sovereign Immunity.** Neither Party waives sovereign immunity by entering into this agreement and fully retains all immunities and defenses provided by law with respect to any claim or action based on or occurring as a result of this agreement. Nothing in this Agreement shall be construed in any way to waive rights or defenses of the Sheriff's Office and the School Board under Section 768.28, F.S., as it now exists or as it may be amended from time to time. Each Party shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture of employment between the Parties. Each Party shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

**Public Records Requirements.** The parties acknowledge that this agreement and any files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Documents") produced or developed during the performance of this agreement may be subject to the Public Records Act unless exempt under the Act or other controlling law, including but not limited to Section 1002.22 F.S., and 20 U.S.C. s. 1232g (FERPA) Notwithstanding any provision to

HCSO/HCSO School Resource Officer Agreement

Page 6 of 15



the contrary within this Agreement and except only with regard to educational records to which it was granted access by another source, Sheriff shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, F.S.; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99); and any other state or federal law or regulation regarding their use and the confidentiality of student information and records. The parties agree that there shall be no re-disclosure of such information unless authorized by law or consented to by an eligible student or the student's parent/guardian.

The School Board must contact the Hernando County Sheriff's Office Public Records Custodian with any questions regarding School Board's duties to provide public records of the Hernando County Sheriff's Office relating to this contract. The Hernando County Sheriff's Office Public Records Custodian contact information for this contract is:

Lana Erickson  
Records Custodian  
Alvin D. Nienhuis, Sheriff  
18900 Cortez Blvd.  
Brooksville, FL 34601

The Sheriff's Office must contact the Hernando County School Board Records Custodian with any questions regarding the Sheriff's Office's Duties to provide public records of the School Board related to this contract. The School Board's Public Record Custodian contact information for this contract is:

Aaron Ellerman  
Director of Communications  
919 North Broad Street  
Brooksville, FL 34601

**Funding.** Notwithstanding anything contained in the agreement to the contrary, this agreement is subject to funding availability and may be terminated if funding becomes unavailable. Each party shall make all reasonable efforts to provide adequate and reasonable advance written notice should to the extent a funding shortage becomes or is foreseeable.

**Notice and Termination.** The parties agree that this agreement may be terminated by either party upon one hundred, eighty (180) days advance written notice to the other party. Written notice shall be made via United States Certified Mail Return Receipt (green card, not electronic). In the event of such termination, services due under this agreement shall be provided, and all funds due for such services shall be paid through the effective date of termination. Notices shall be provided as follows:



In case of the Sheriff, to:

Hernando County Sheriff's  
Office: Alvin D. Nienhuis, II,  
Sheriff 18900 Cortez Blvd,  
Brooksville, FL 34601

In case of the School Board, to:

Hernando County School Board: Ray Pinder, Superintendent  
919 North Broad Street  
Brooksville, FL 34601

With Copy to:

Kristin Ottinger Esq.  
919 North Broad Street  
Brooksville, Florida 34601

**Non-Assignment.** This agreement, and each and every covenant herein, shall not be capable of assignment by any of the parties hereto, unless the express written consent of the School Board the Sheriff's Office is obtained.

**Governing Law.** All questions, issues or disputes arising out of or under this agreement, shall be governed by the laws of the State of Florida and the venue of any litigation shall be Hernando County, Florida.

**General.** The invalidity of any provision of this agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Whenever possible, each provision and term of this agreement will be interpreted in a manner to be effective and valid but if any provision or term of this agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of the agreement. If any action is commenced to construe or enforce the agreement or the rights and duties created hereunder, then the party prevailing in that action shall be entitled to recover its costs and fees incurred in enforcing any judgement entered herein. All disputes arising out of or in connection with

HCSD/HCSO School Resource Officer Agreement

Page 8 of 15

the agreement shall be attempted to be settled through good-faith negotiation between the parties, followed, if necessary, within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through negotiation or mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity.

**HERNANDO COUNTY  
SHERIFF'S OFFICE**

SIGNED

BY:

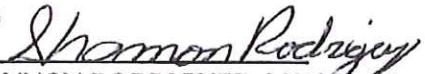
  
ALVIN D. NIENHUIS, II SHERIFF,  
HERNANDO COUNTY

DATE: 07/14/25

**SCHOOL BOARD OF HERNANDO  
COUNTY, FLORIDA**

SIGNED

BY:

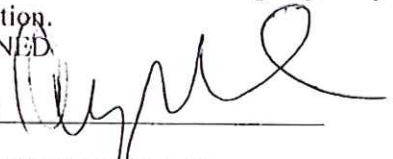
  
SHANNON RODRIGUEZ, SCHOOL BOARD  
CHAIR

DATE: 5/20/25

Approved as to form and legality, subject to execution.

SIGNED

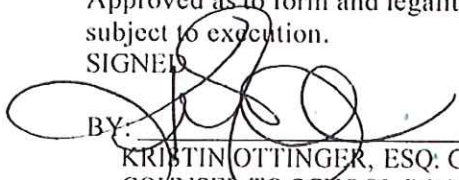
BY:

  
ASHLEY MILLER  
COUNSEL TO HERNANDO COUNTY  
SHERIFF'S OFFICE

Approved as to form and legality,  
subject to execution.

SIGNED

BY:

  
KRISTIN OTTINGER, ESQ. GENERAL  
COUNSEL TO SCHOOL BOARD

**EXHIBIT A****School Resource Officer Assignments**

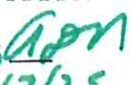
- Two (2) SRO sergeants                      One (1) Float Deputy
- One (1) Lieutenant                          One (1) Corporal Float
- One (1) K-9 Deputy

**One School Resource Officer assigned to each school listed below.**

- Central High School                      Brooksville Elementary
- Hernando High School                      Chocachatti Elementary
- Nature Coast High School                      Deltona Elementary
- Springstead High School                      Eastside Elementary
- Delores S. Parrott Middle School                      J.D. Floyd Elementary
- Explorer K-8                                  Moton Elementary
- Fox Chapel Middle School                      Pine Grove Elementary
- Powell Middle School                      Spring Hill Elementary
- Challenger K-8                                  Suncoast Elementary School
- West Hernando Middle School                      Westside Elementary
- Endeavor Academy                                  Weeki Wachee High
- Winding Waters K-8

The annual payment for schools funded by the Hernando County School Board from July 1, 2025 through June 30, 2026 of this Agreement shall be an amount not to exceed \$3,063,031 (see Addendum A and B for years Two and Three of the agreement) which sum shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of each year. \*Lieutenants salary and benefits to be paid by the Hernando County School District at 100% for all three years of this agreement.

HERNANDO  
COUNTY  
SHERIFF'S OFFICE

Initialed by: 

DATE: 7/17/25

SCHOOL BOARD OF  
HERNANDO COUNTY,  
FLORIDA

Initialed by: 

DATE: 5/20/25



## **EXHIBIT B**

### **SRO K-9 Deputy Duties and Responsibilities**

This exhibit represents the duties and responsibilities of one (1) deputy to serve under the School Operations Section (SOS) in a float/roaming capacity. A canine (K-9) primarily utilized to search for illegal items to include firearms, and firearm ammunition will be assigned to this deputy, effectively making the K-9 deputy within the SOS.

**Selection.** The selection of a K-9 deputy chosen to fill this position will be selected by HCSO K-9 and SOS supervision based on a variety of factors. These factors include: participation in a Hernando County Sheriff's Office oral interview (agency standard); participation in an obstacle course as determined and monitored by the K-9 Unit members and/or SOS supervision; and through a review of the deputies' personnel file and past work performance. Prior to the commencement of the review process, the Director of Safe Schools or his/her designee will be notified of the dates/times of the interviews and the identities of the applicants. The Director of Safe Schools or his/her designee will be afforded the opportunity to participate in all phases of the review process to include: active participation in the oral interview(s), attendance during the obstacle course evaluation(s), and the ability to consult with SOS supervision on the review of the applicant's personnel file and review of past work performance. Selection of the deputy assigned to this role will also be in accordance with current HCSO policy regarding K-9 deputies. The chosen deputy must have a minimum of two years law enforcement experience, must be in good physical condition, must be capable of housing their assigned K-9 at their home residence, and must give at least a four (4) year commitment to the position. Exceptions to the above commitment will include promotion, termination, disciplinary action, or a health issue preventing the chosen individual from performing necessary tasks.

**Training.** The initial training of the K-9 deputy and the K-9 partner, will be conducted in accordance with standards set forth by the Florida Department of Law Enforcement (FDLE) and established HCSO policy and procedures for the K-9 Unit. Prior to the deployment of official K-9 specific law enforcement functions, the K-9 and assigned handler (chosen deputy) will be trained and certified in areas such as obedience and scent detection by FDLE certified instructors. After initial training, the handler and K-9 will also obtain certification from the United States Police Canine Association (USPCA). Continuous training throughout the career of the K-9 is essential to the stability and development of the acquired skills of the K-9, and their assigned handler. The assigned handler and their K-9 will train along with the K-9 Unit; in doing so, they

HCSO/HCSO School Resource Officer Agreement

shall attend at least one (1) dedicated training session per month in compliance with FDLE and HCSO policies and procedures. This training is essential in order for the deputy and K-9 to maintain and further develop their trained abilities. The K-9 or SRO Unit supervisors have the discretion to require additional training dates throughout the month for the handler and/or the K-9. SOS supervision will notify the Director of Safe Schools or his/her designee when the deputy and their assigned K-9 will be unavailable for service due to scheduled training. The HCSO will record and maintain training and deployment records of the handler and K-9. Upon request, the Director of Safe Schools or his/her designee will be provided with various statistical and training records of these specific handler and K-9, within a reasonable amount of time.

**Scheduling.** The daily schedule of this K-9 deputy will be similar to that of a “float deputy”, in that they will have the ability to respond to any Hernando County school or related facility during their shift. In order to proactively respond to various schools within the Hernando County School District, the K-9 deputy will maintain a flexible work schedule. Due to their specialized training, the K-9 deputy shall not be utilized to provide coverage in lieu of the assigned SRO at a school, unless exigent circumstances exist. If such circumstances do arise, approval from the SOS lieutenant or his/her designee shall be required prior to the arrival of this decision. Prior to utilizing the K-9 deputy for this purpose, SOS supervision must first make every effort to provide SRO coverage to a school either by utilizing the SOS float deputy, the SOS corporal, or deputies from other entities within the HCSO. If the decision is made to utilize the K-9 deputy to provide coverage in lieu of the assigned SRO, the Director of Safe Schools or his/her designee will be notified. In the event that there is a request to utilize the K-9 deputy and assigned K-9 (whether requested by another entity within the HCSO, or from an outside law enforcement agency), the decision to allow the deputy and K-9 to respond to this request will rest with the SOS lieutenant or his/her designee. The SOS lieutenant or his/her designee will evaluate the details surrounding the request and shall only allow the deputy and K-9 to respond if exigent circumstances are present, or if it is determined that there are limited options for a successful outcome available at the time of the event. In the event such request is granted, the Director of Safe Schools or his/her designee will be notified. During the summer months and during times when regular school is not in session, the assigned deputy and K-9 will be utilized for school related functions and can be called upon to perform regular patrol duties only if there are no major school related functions occurring during their tour of duty that day. Determination of the scheduling of the SRO deputy and assigned K-9 during the summer months when regular school is not in session, will be made collaboratively with SOS supervision and the Director of Safe Schools or his/her designee. SOS supervision shall make an effort to have the K-9 deputy and their assigned K-9 available for certain after school related events that tend to draw large crowds, which

HCSO/HCSO School Resource Officer Agreement

include but are not limited to: sporting events, graduations, and school assemblies. Prior to the event, SOS supervision and the Director of Safe Schools or his/her designee may discuss whether it is necessary to utilize the K-9 deputy and their assigned K-9 for these events. In the event that SOS supervision determines that the response of the handler and K-9 is necessary prior to consultation with the Director of Safe Schools or his/her designee, they will be added to the list of already working personnel for the scheduled event.



## Addendum A

July 1, 2026- June 30, 2027

A sum not to exceed \$3,212,430 which represents a five (5) percent increase in the total cost of the contract for SRO coverage of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year.

HERNANDO  
COUNTY  
SHERIFF'S OFFICE

Initialed by: avnDATE: 07/08/25

HERNANDO  
COUNTY SCHOOL  
BOARD

Initialed by: SRDATE: 5/20/25



### Addendum B

July 1, 2027 - June 30, 2028

A sum of \$3,369,223 which represents a five (5) percent increase in the total cost of the contract for coverage of Hernando County School District Schools shall be payable as invoiced by the Hernando County Commission, quarterly at the end of quarters 1-3 and midway through quarter 4 for the final quarter of the year.

HERNANDO  
COUNTY  
SHERIFF'S OFFICE

Initialed by: ASM  
DATE: 07/08/25

HERNANDO  
COUNTY SCHOOL  
BOARD

Initialed by: SR  
DATE: 5/20/25

D  
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**A. Item Currently Budgeted -**

|                                |                            |                      |               |                                           |         |                                   |
|--------------------------------|----------------------------|----------------------|---------------|-------------------------------------------|---------|-----------------------------------|
| Account Name                   | Safe Schools Appropriation |                      |               |                                           |         |                                   |
| Account Number                 | 1100                       | 7900                 | 3100          | 9551                                      | 53400   |                                   |
|                                | Fund                       | Function             | Object        | Cost Center                               | Project | Sub Project                       |
| Original<br>Approved<br>Budget | +                          | Budget<br>Amendments | -             | Expenditures /<br>Encumbrances<br>To Date | =       | Current<br>Available<br>Budget    |
|                                | -                          |                      |               | Present<br>Request                        | =       | Remaining<br>Balance<br>Available |
| \$ 942,430.00                  | \$ 0.00                    | \$ 0.00              | \$ 942,430.00 | \$ 942,430.00                             | \$ 0.00 |                                   |

|                                |                                   |                      |                 |                                           |         |                                   |
|--------------------------------|-----------------------------------|----------------------|-----------------|-------------------------------------------|---------|-----------------------------------|
| Account Name                   | Safe Schools Voted Millage Safety |                      |                 |                                           |         |                                   |
| Account Number                 | 1120                              | 7900                 | 3100            | 9551                                      | 00106   | 70040                             |
|                                | Fund                              | Function             | Object          | Cost Center                               | Project | Sub Project                       |
| Original<br>Approved<br>Budget | +                                 | Budget<br>Amendments | -               | Expenditures /<br>Encumbrances<br>To Date | =       | Current<br>Available<br>Budget    |
|                                | -                                 |                      |                 | Present<br>Request                        | =       | Remaining<br>Balance<br>Available |
| \$ 2,203,596.00                | \$ 0.00                           | \$ 0.00              | \$ 2,203,596.00 | \$ 2,203,596.00                           | \$ 0.00 |                                   |

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

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

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

**C. History**

Check one:

Prior Year Budget: ☐New for Current Year: ☒

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

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

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



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 20. 27-4014**

8/25/2026

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**Title and Board Action Requested**

Approve the Renewal and Purchase of Services from Teaching Strategies, LLC and Issuance of a Purchase Order for the Creative Curriculum Cloud and GOLD Assessment System for an estimated spending of \$157,893.75 for a 5-Year Term

**Executive Summary**

The Director of Exceptional Student Education, on behalf of the Superintendent of Schools, hereby requests the Board to approve the renewal and purchase of services from Teaching Strategies, LLC for ELA instructional materials and a progress monitoring tool to support Exceptional Student Education Prekindergarten (ESE PreK) classrooms (approximately 31 classrooms district-wide).

In accordance with federal requirements for Child Outcomes Summary (COS) reporting under Indicator 7, districts are required to utilize an approved progress monitoring system to document student growth and outcomes. As outlined in the attached memo, one of three Florida Department of Education (FLDOE)-approved tools must be selected for this purpose. The district previously selected and continues to utilize GOLD® (Gold Standard) as its progress monitoring system due to its alignment with early childhood best practices and federal reporting requirements.

The GOLD® Online Assessment system provides an authentic, observation-based approach to monitoring student progress across developmental domains. It enables educators to collect, analyze, and use data to inform instruction and complete required COS exit reporting efficiently and accurately.

Additionally, the district seeks to renew access to the Creative Curriculum® Cloud, a comprehensive, research-based ELA instructional resource designed specifically for early childhood learners. The Creative Curriculum® supports developmentally appropriate, standards-aligned instruction and includes embedded differentiation strategies to meet the diverse needs of ESE PreK students.

Both GOLD® and Creative Curriculum® are provided exclusively by Teaching Strategies, LLC and are included on the FLDOE-approved list. GOLD® remains a sole source provider for this specific assessment system.

The proposed renewal includes 425 GOLD® Online Assessment Portfolios, 4,250 GOLD® Archives (no additional cost), and 31 Creative Curriculum® Cloud subscriptions. The total cost for the 5-year term is \$157,893.75, with an option for annual payments or a one-time payment. This renewal secures continued access to essential instructional and assessment tools while maintaining pricing stability over the duration of the agreement.

Approval of this request will ensure continuity of services, compliance with federal and state requirements, and ongoing support for high-quality instruction and progress monitoring for ESE PreK students across the district.

**My Contact**

Anna Jensen, Director, Exceptional Student Education  
352-797-7022, ext. 70485

**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.

## Program Evaluation of Services: Teaching Strategies Cloud, including GOLD Data Collection and The Creative Curriculum

**Date:** April 24, 2026

**Form Completed by:** Diana Sullivan (April 24, 2026)

**1. Why is this program being purchased? What need is the program designed to meet? Provide a description of the program and include any relevant data.**

Teaching Strategies Cloud, including GOLD Data Collection and The Creative Curriculum, is a comprehensive, research-based assessment and instructional system designed for early childhood learners, including preschool students with disabilities (ESE). The system integrates developmentally appropriate curriculum, ongoing observation-based assessment, and data reporting to support individualized instruction and progress monitoring aligned with state early learning standards and IDEA requirements.

Teaching Strategies GOLD is a formative assessment system that evaluates children's development and learning across multiple domains, including social-emotional, physical, language, cognitive, literacy, and mathematics, with specific objectives and dimensions that are aligned with Florida Early Learning and Developmental Standards. Data are collected through authentic observation within daily routines and instructional activities, making the assessment particularly appropriate for preschool ESE students with diverse developmental needs.

The Creative Curriculum provides a structured yet flexible, play-based instructional framework that supports differentiated instruction, individualized goals, and inclusive classroom practices. Embedded supports, scaffolds, and adaptive strategies allow teachers to meet the unique needs of students with disabilities while promoting engagement, access, and developmental progress.

The renewal of Teaching Strategies Cloud and Gold Data Collection with The Creative Curriculum addresses several key educational needs:

- **Individualized Instruction for Preschool ESE Students**  
The program supports individualized learning through intentional teaching strategies, accommodations, and modifications aligned with each student's Individualized Education Program (IEP). Teachers use ongoing assessment data to plan targeted instruction and interventions based on developmental strengths and areas of need.
- **Ongoing Progress Monitoring and Data-Driven Decision Making**  
Teaching Strategies GOLD provides continuous progress monitoring through observation-based checkpoints conducted multiple times throughout the year. Teachers analyze growth over time to adjust instruction, supports, and services to ensure meaningful progress toward developmental and IEP goals.
- **Support for the Child Outcomes Summary (COS) Process**  
GOLD assessment data directly support the COS process required for preschool ESE

students by providing documented evidence of student functioning across the three Office of Special Education Programs (OSEP) child outcomes:

1. Positive social-emotional skills
2. Acquisition and use of knowledge and skills
3. Use of appropriate behaviors to meet needs

Reports generated within Teaching Strategies Cloud assist teams in making data-informed COS ratings at entry and exit, ensuring compliance with IDEA reporting requirements and improving consistency, accuracy, and reliability of outcome determinations.

- **Authentic Assessment for Diverse Learners**

The observation-based assessment model reduces testing barriers and allows students to demonstrate skills in natural, developmentally appropriate contexts. This approach is especially appropriate for preschool students with disabilities who may not perform accurately on standardized assessments.

- **Alignment with State and Federal Requirements**

The system aligns with Florida Early Learning and Developmental Standards, supports IDEA compliance, and provides documentation needed for monitoring, program evaluation, and school board reporting requirements.

- **Family Engagement and Collaboration**

Teaching Strategies Cloud includes tools for family communication and documentation, supporting collaboration between teachers, related service providers, and families in monitoring student progress and supporting development across settings.

## **Who is the target population?**

The target population for Teaching Strategies Cloud, including GOLD Data Collection and The Creative Curriculum, includes preschool-age students (ages 3–5) enrolled in early childhood programs, with a focus on preschool students receiving Exceptional Student Education (ESE) services.

The program is designed to support a wide range of learners, including students with developmental delays and disabilities who require individualized instruction, accommodations, and intensive supports. It is particularly valuable for monitoring progress for preschool ESE students, supporting IEP implementation, and documenting growth through observation-based assessment. Teaching Strategies GOLD and The Creative Curriculum help educators identify developmental strengths and needs, track progress over time, and guide instruction, making the program an effective tool for improving outcomes across diverse preschool ESE populations.

**Is the program in the planning or implementation stage? If it has been implemented, how long has it been in place?**

The Teaching Strategies Cloud program, including GOLD Data Collection and The Creative Curriculum, is currently in the full implementation stage. The district has been implementing this program for approximately five years, with currently having full participation across 31 preschool ESE classrooms serving all enrolled students.

The program is actively embedded in instructional and compliance practices, including IEP development, lesson planning, progress monitoring, and Child Outcomes Summary (COS) reporting. Teachers are trained and routinely use the curriculum, assessment tools, and data reports to guide instruction and document student growth. Program usage and fidelity of implementation have significantly increased over the past two years, reflecting strengthened teacher capacity, expanded data use, and deeper integration into preschool ESE programming.

**What resources are needed to support the program?**

The successful implementation of Teaching Strategies Cloud, including GOLD Data Collection and The Creative Curriculum, is supported through a combination of existing technology, instructional staffing personal, and ongoing professional learning. Classroom teachers currently have access to classroom iPads, which are used for real-time data collection, documentation of student observations, and completion of assessment checkpoints within the Teaching Strategies platform. No additional classroom hardware is required.

Ongoing professional learning and program support are provided by the Instructional Support Specialist, who plays a critical role in ensuring fidelity and effectiveness of implementation. The Instructional Support Specialist delivers training and support related to curriculum usage, GOLD data collection, checkpoint timelines, and report interpretation. Responsibilities also include monitoring data collection, curriculum implementation, checkpoint finalization, and facilitating data chats with teachers, as well as supporting instructional decision-making based on assessment results.

During the 2024–2025 and 2025–2026 school years, the Instructional Support Specialist has consistently provided checkpoint reports, class profiles, and summary data to both administrators and classroom teachers to support instructional planning, progress monitoring, and administrative oversight. Continued access to staff time for training, data review, and collaboration is essential to sustain effective implementation and ensure alignment with instructional and compliance requirements.

**What are the program’s intended outcomes?**

The intended outcomes of Teaching Strategies Cloud, including GOLD Data Collection and The Creative Curriculum, are to support developmental growth and improved learning outcomes for



preschool ESE students through intentional, data-driven instruction and ongoing progress monitoring. The program is designed to identify developmental strengths and needs, monitor student progress across key developmental domains, and guide individualized instruction aligned with Florida Early Learning and Developmental Standards and IEP goals.

By integrating curriculum, formative assessment, and reporting, the program supports teachers in implementing developmentally appropriate practices, adjusting instruction based on data, and documenting meaningful progress over time. An additional intended outcome is the accurate and consistent completion of the Child Outcomes Summary (COS) process, ensuring compliance with state and federal reporting requirements while demonstrating growth in social-emotional development, acquisition and use of skills, and functional behaviors. Overall, the program aims to improve educational outcomes for preschool ESE students and strengthen instructional decision-making across early childhood programs.

### **How do you plan to progress monitor fidelity and effectiveness of the program?**

To monitor the fidelity and effectiveness of Teaching Strategies Cloud, including GOLD Data Collection and The Creative Curriculum, the district will use ongoing data reviews and scheduled Fall, Winter, and Spring assessment checkpoints. Teachers collect and analyze observation-based data during each checkpoint to monitor student growth across developmental domains and IEP goals. Checkpoints will be finalized three times a year.

Class profile reports and individual student reports are used to guide lesson planning and track student progress over time. Copies of class profiles are shared with administrators at each checkpoint to support instructional oversight and fidelity of implementation. Program effectiveness is evaluated by reviewing growth trends across checkpoints, consistent use of assessment and curriculum tools, and the accuracy of data used for the Child Outcomes Summary (COS) process, with ongoing review to inform instructional adjustments throughout the school year.

### **What criteria will be used to judge the program performance?**

Program performance will be judged based on the extent to which Teaching Strategies Cloud, GOLD Data Collection, and The Creative Curriculum support data-driven instruction and documented student growth for preschool ESE students. Teachers use GOLD class-level reports to analyze developmental trends and guide lesson planning, intentional teaching, and instructional adjustments. Individual student reports are used to monitor progress across developmental domains, measure growth over time, and evaluate progress toward IEP goals.

Additional performance criteria include consistent use of assessment data to inform instruction, evidence of developmental progress documented through GOLD checkpoints, and the effective use of reports to support the Child Outcomes Summary (COS) process. Successful program implementation is demonstrated by regular data collection, instructional decision-making based

on reports, and improved alignment between assessment results, lesson planning, and student outcomes across preschool ESE classrooms.

**Describe what the program must accomplish to be considered successful (Return on Investment).**

To be considered successful and demonstrate a strong return on investment, Teaching Strategies Cloud, including GOLD Data Collection and The Creative Curriculum, must result in measurable developmental growth for preschool ESE students across multiple domains, as documented through Fall, Winter, and Spring GOLD checkpoints. Success includes consistent evidence of student progress toward developmental expectations and IEP goals, as reflected in individual student reports, class profiles, and growth reports.

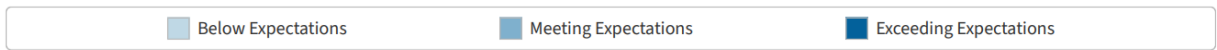
Additionally, the program should support educators in delivering effective, intentional, and individualized instruction, demonstrated through regular and accurate use of curriculum and assessment tools, data-informed lesson planning, and consistent completion of assessment checkpoints. A strong return on investment is further reflected in the program's ability to support accurate Child Outcomes Summary (COS) reporting, meet state and federal compliance requirements, and sustain meaningful student growth over time through ongoing data-driven decision-making.

**Is a program evaluation required at this time? If yes, provide the data and complete the Data Summary page.**

Yes, a program evaluation is required at this time as the district is seeking renewal of Teaching Strategies Cloud, including GOLD Data Collection and The Creative Curriculum, which has been fully implemented across all preschool ESE classrooms.

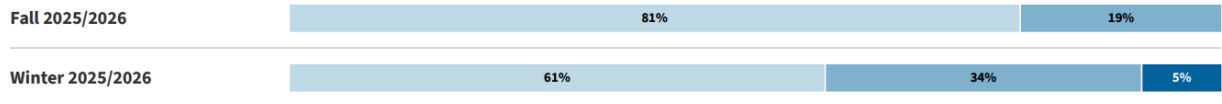
Evaluation data are derived from Teaching Strategies GOLD reports collected during Fall, Winter, and Spring checkpoints, which provide documented evidence of student growth, instructional use, and program fidelity across 31 preschool ESE classrooms. These data support analysis of developmental progress, alignment with IEP goals, and outcomes related to federal and state reporting requirements, including the Child Outcomes Summary (COS) process.

## School Year: 2025-2026 Data Reports for Fall & Winter (Spring not completed yet, completion date May 29<sup>th</sup> 2026.)

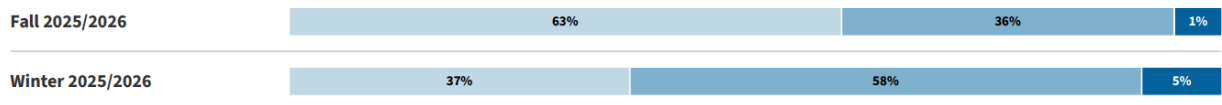


### Summary

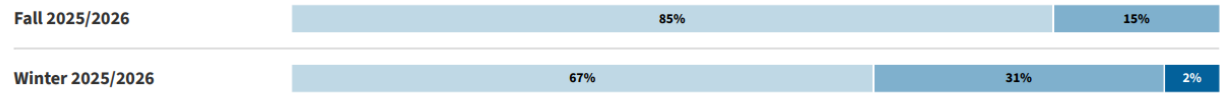
#### Social-Emotional



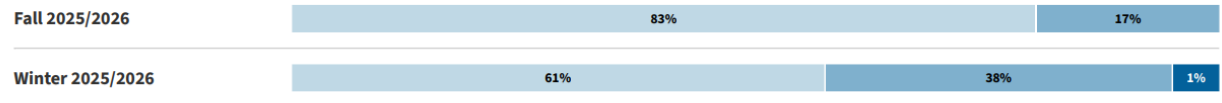
#### Physical



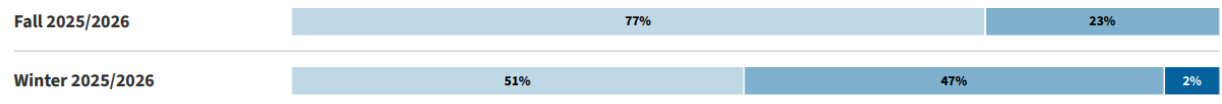
#### Language



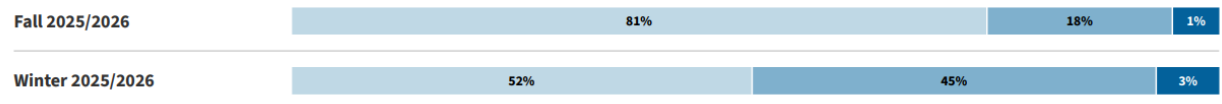
#### Cognitive



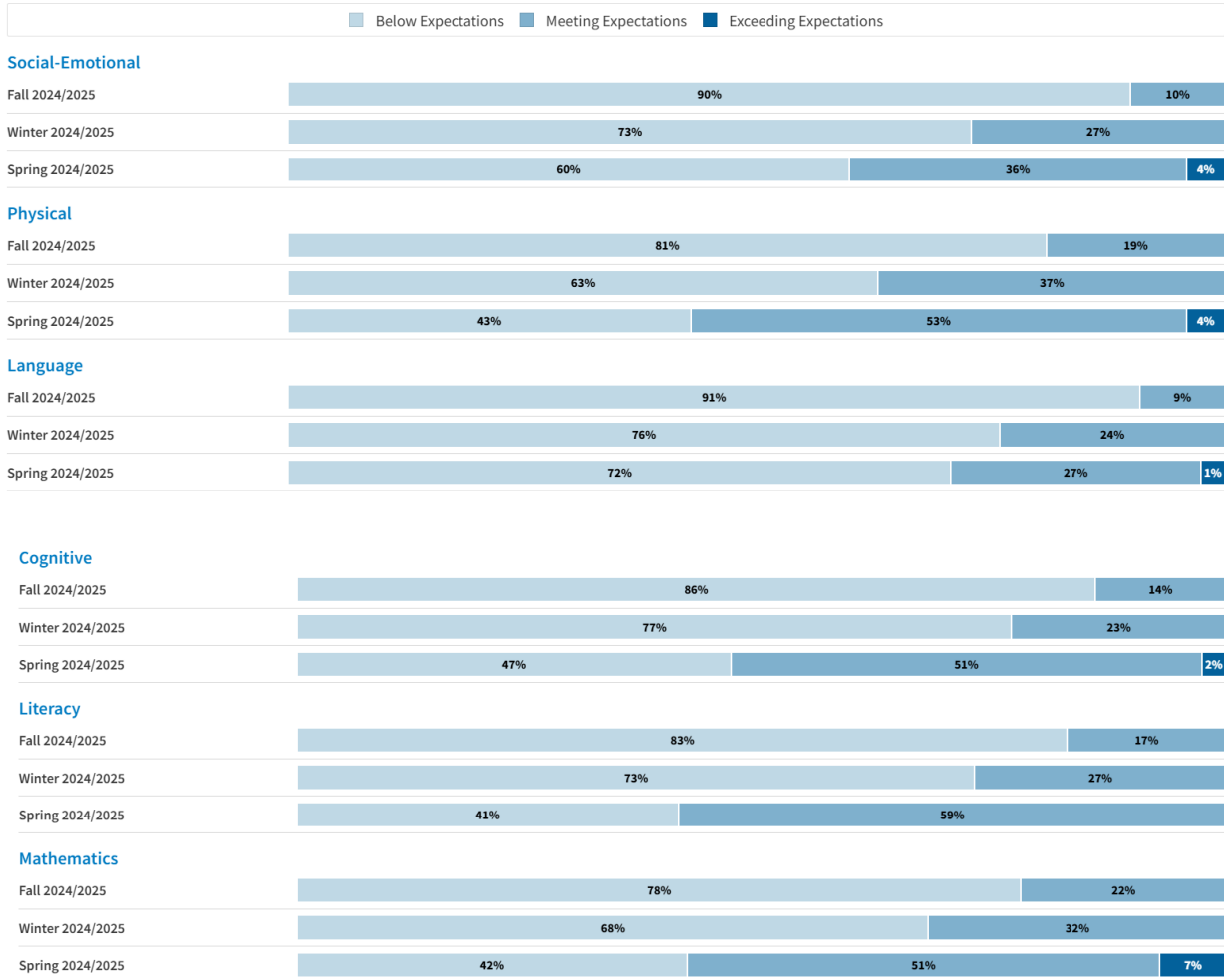
#### Literacy



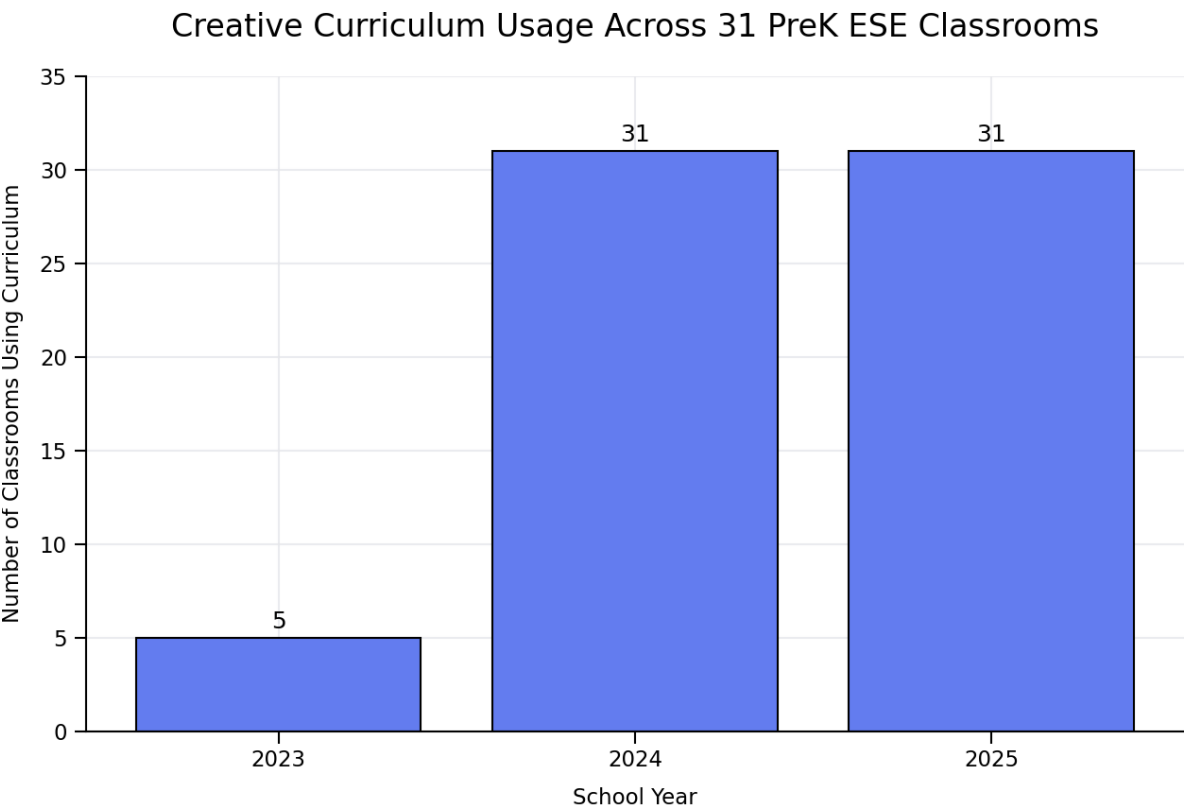
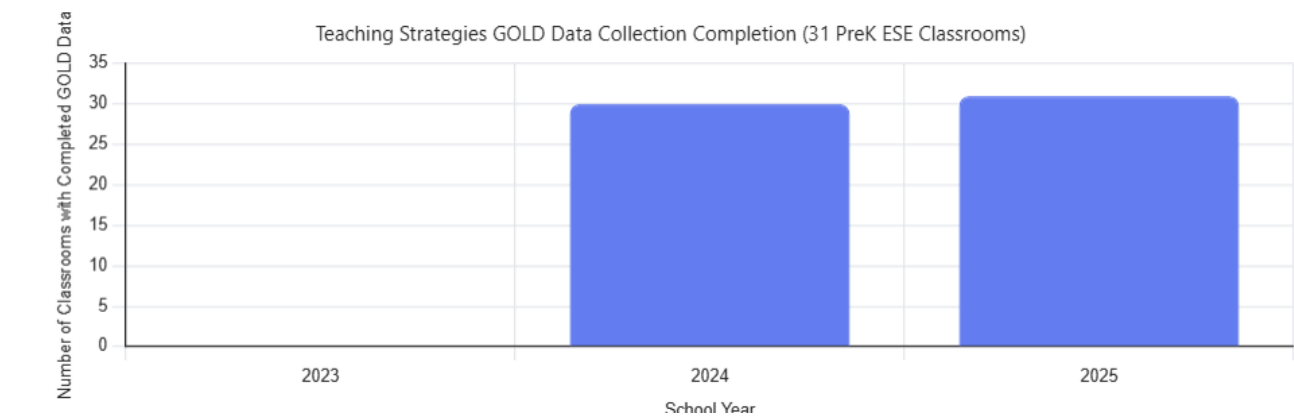
#### Mathematics



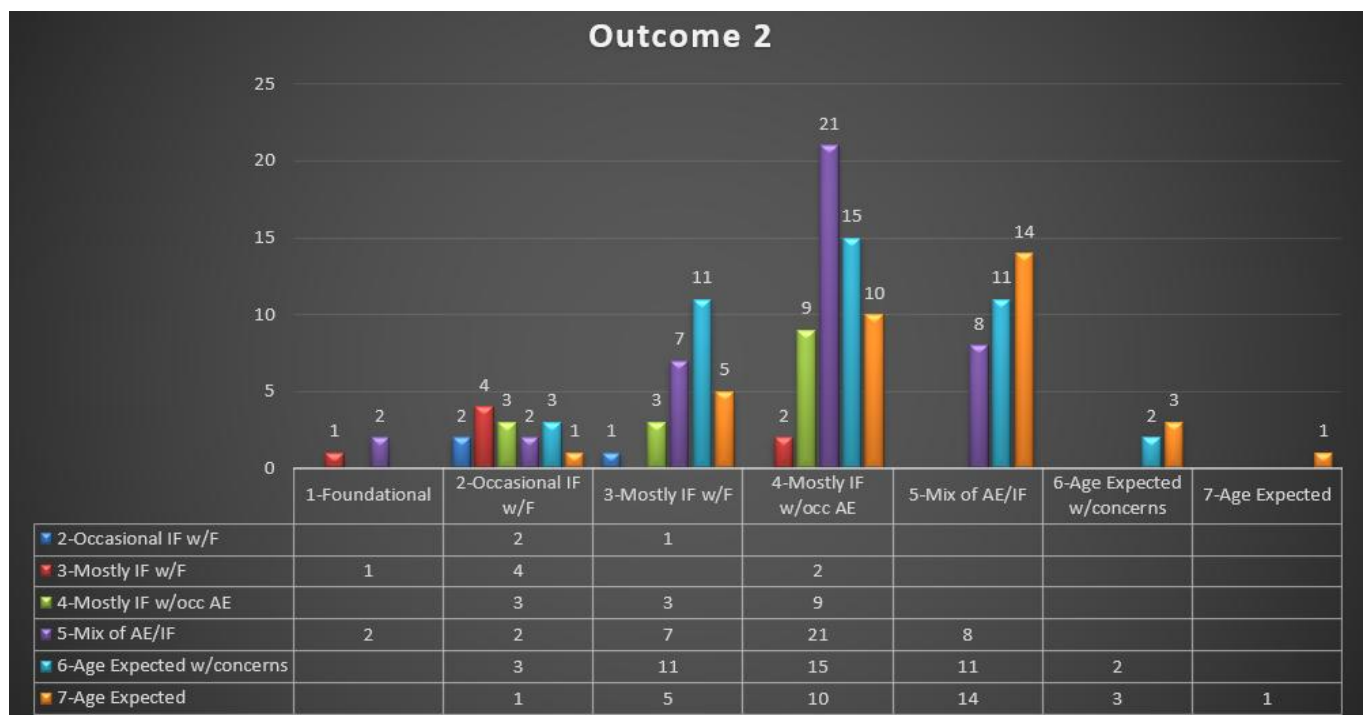
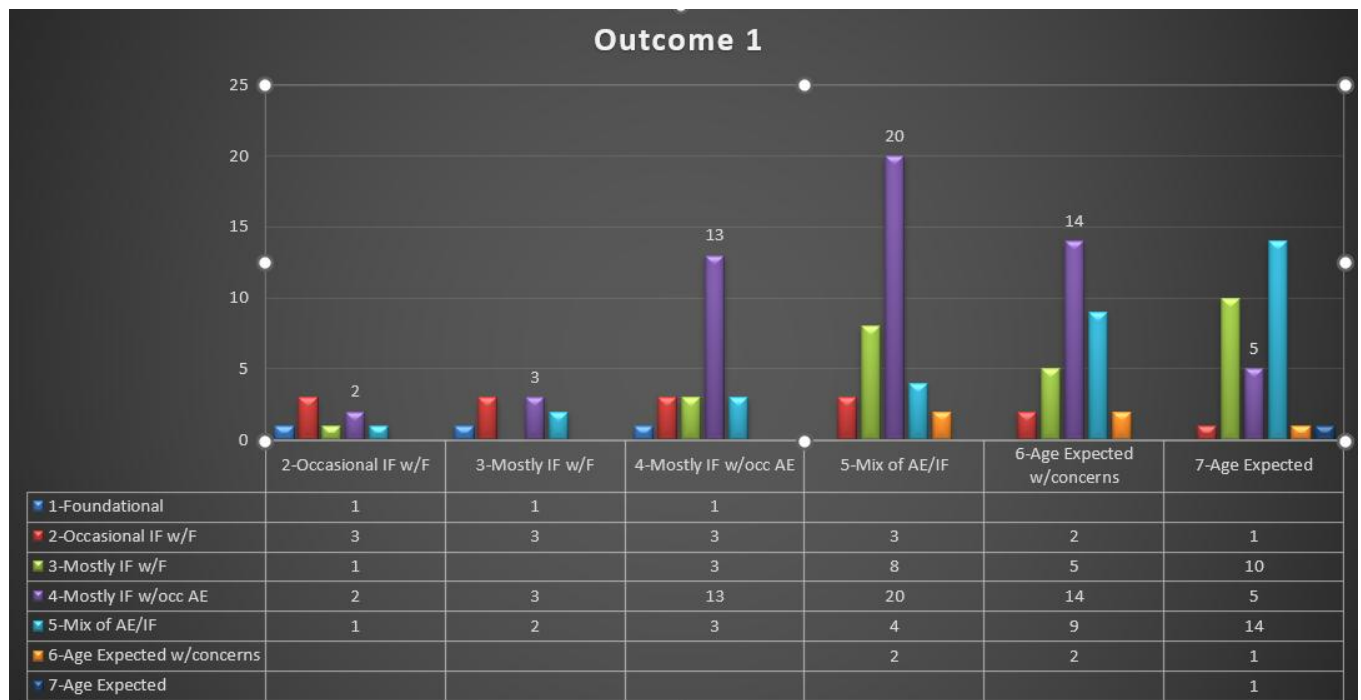
## School Year 2024/2025 Data Collection Fall, Winter, Spring

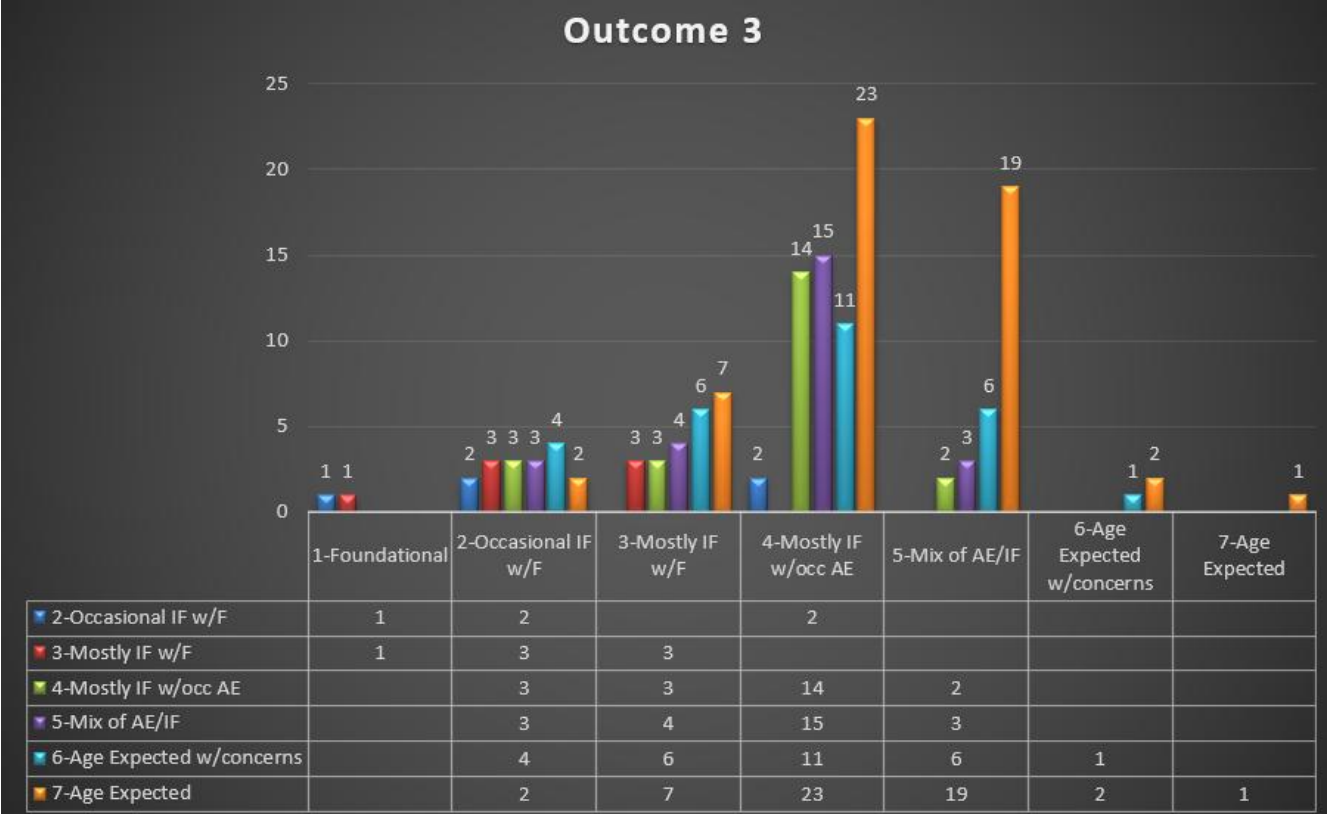


# GOLD Data Checkpoint Finalization Completed



## Child Outcome Summary Pivot Charts 2025 (2026 not created yet)







**Subscriber Name:** Hernando County School District  
**Subscriber Number:** 02A33602  
**Contact Name:** Anna Jensen  
**Contact Email:** jensen\_a@hcsb.k12.fl.us  
**Contact Title:** Coordinator of Exceptional Student Education Compliance and Due Process

**TEACHING STRATEGIES, LLC ("TS")**

80 M STREET, SE, SUITE 1010  
 WASHINGTON, DC 20003  
 301-634-0818

**Prepared by:** Maria Campbell  
 maria.campbell@teachingstrategies.com  
 (240) 249-7164 5308  
**Expiration Date:** 08-08-2026  
**Subscription Term:** 08/09/2026 - 08/08/2031

| PRODUCT                                          | SALES PRICE | QTY  | TOTAL PRICE  |
|--------------------------------------------------|-------------|------|--------------|
| 10GOLDPORT<br>GOLD™ Online Assessment Portfolios | \$79.75     | 425  | \$33,893.75  |
| 60ARCHIVE<br>GOLD Archives                       | \$0.00      | 4250 | \$0.00       |
| 40ccdigital<br>Creative Curriculum® Cloud        | \$4,000.00  | 31   | \$124,000.00 |
| Subtotal:                                        |             |      | \$157,893.75 |
| Shipping:                                        |             |      | \$0.00       |
| Tax:                                             |             |      | \$0.00       |
| Total:                                           |             |      | \$157,893.75 |
| INITIAL PAYMENT:                                 |             |      | \$31,578.75  |
| PAYMENT ANNUALLY:                                |             |      | \$31,578.75  |
| TOTAL NUMBER OF PAYMENTS:                        |             |      | 5            |

If the credit card is declined for any reason, TS will notify Customer as soon as is reasonably practicable, and Customer will be given additional opportunity to provide payment. If Customer does not keep payment information on file, Customer is solely responsible for initiating each payment by the due date. If payment is not received within thirty (30) days of when the original payment was due, TS may assess Customer a late fee of 1% per month (not to exceed the maximum allowed under state law) on all balances not paid when due.

Confirm the address listed below and update any incorrect information.

**BILL TO**

Billing Client: Hernando County School District  
 Billing Street: 919 N Broad St  
 Billing City: Brooksville  
 Billing State: Florida  
 Billing Postal Code: 34601  
 Billing Country: United States  
  
 Billing Contact Name: Anna Jensen

Billing Contact Title:  
Billing Contact Email: jensen\_a@hcsb.k12.fl.us

#### Subscription Services Products

This Order is entered into by and between Subscriber identified above and TS. This Order incorporates the Subscription Services Terms and Conditions at <https://teachingstrategies.com/agreement-and-policies/> (together with this Order, the "Agreement"). The Agreement sets forth the terms pursuant to which TS will provide access to Subscription Services. Subscriber must sign and deliver a copy of this Order to receive access to the Subscription Services set forth in this Order.

The subscription period will begin on 08-09-2026 and expire on 08-08-2031 ("Term") unless noted otherwise in the subscription details below.

The administrator identified for this subscription is:

Carrie LaBarge  
labarge\_c@hcsb.k12.fl.us

The Agreement shall automatically renew for successive 12-month periods (each a "Renewal Term") unless a party provides written notice of termination to the other party at least 30 days in advance of the expiration of the then current term. TS reserves the right to adjust pricing for Renewal Terms and will provide Subscriber notice of any such pricing adjustments 90 days in advance.

Subscriber has agreed to purchase a baseline license quantity as listed on the face of the Order form. Subscriber may contact TS to increase this baseline quantity by purchasing additional licenses at any time. TS may conduct an audit on Subscriber's usage. If TS identifies an overage relative to purchased licensed quantities, Subscriber will be obligated to pay for the additional quantities within sixty (60) days of notice from TS. Payment obligations are non-cancelable and fees paid are non-refundable.

#### SUBSCRIPTION DETAILS

| Product                            | Qty  | Start      | End        |
|------------------------------------|------|------------|------------|
| GOLD™ Online Assessment Portfolios | 425  | 08/09/2026 | 08/08/2031 |
| GOLD Archives                      | 4250 | 08/09/2026 | 08/08/2031 |
| Creative Curriculum® Cloud         | 31   | 08/09/2026 | 08/08/2031 |

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**Installment Payment Schedule**

Quote: Q-400753

Total Due: \$157,893.75

Payment Frequency: Annually

This is an estimated payment schedule. Final payment schedule may change once final taxes are calculated at the time of invoicing.

**Due Date Amount**

8/9/2026 \$31,578.75

8/9/2027 \$31,578.75

8/9/2028 \$31,578.75

8/9/2029 \$31,578.75

8/9/2030 \$31,578.75

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

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

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

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

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

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

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

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

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

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

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

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter (“Court”) have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

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

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

of Chapter 218, Florida Statutes.

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

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

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

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

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

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

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

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

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

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



Printed Name: Thomas Yamamoto

Title: General Counsel

Date: 5/1/2026

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCSD

10:44 am, 06/17/2025



## STANDARD STUDENT DATA PRIVACY AGREEMENT

(Florida National Data Privacy Agreement (NDPA) Standard VERSION 2)

Hernando County School Board

And

Teaching Strategies, LLC

Version 2

***Authored by Members of the Student Data Privacy Consortium (SDPC) &***

***Mark Williams, Fagen, Friedman & Fulfrost LLP***

Approved as to form &  
content for HCSD:  
Kevin M. Sullivan  
Attorney, BGR&H  
2:16 pm, Sep 04, 2024

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*This document may only be used by A4L Community members and may not be altered in any substantive manner.*

This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between:

[ Hernando County School Board ],

located at [ 919 N. Broad Street, Brooksville, FL 34601 ] (the “LEA”)

and

[ Teaching Strategies, LLC ],

located at [ 80 M St. SE, Suite 1010, Washington, D.C 20003 ] (the “Provider”).

## PREAMBLE

**WHEREAS**, the Provider is providing educational or digital Services, as defined in Exhibit “A”, to LEA, which Services may include: (a) cloud-based Services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

**WHEREAS**, the Provider and LEA have entered into a Service Agreement (as defined herein), to provide certain Services to the LEA as set forth in the Service Agreement, and this DPA (collectively the “Agreement”),

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment (“PPRA”) at 20 U.S.C. 1232h; and the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. 6501-6506 (16 C.F.R. Part 312),

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

### *General Offer of Privacy Terms.*

The Provider has signed Exhibit “E” to the SDPC Standard Clauses, otherwise known as “General Offer of Privacy Terms” enabling other LEAs to enter into the same terms of this DPA with Provider.

### *Special Provisions. (Check if Required)*



If checked, the Supplemental State Terms attached hereto as Exhibit “G” are hereby incorporated by reference into this DPA in their entirety.

*If the Parties desire to change any terms, use the ‘Vendor-Specific’ Agreement or ‘District-Modified’ Agreement.*

The **designated representative for the LEA** for this DPA is:

Name: Ray Pinder Title: Superintendent  
 Address: 919 N. Broad Street, Brooksville, FL 34601  
 Phone: (352) 797-7001 Email: pinder\_r@hcsb.k12.fl.us

The **designated representative for the Provider** for this DPA is:

Name: Dmitry Finkler Title: Director, Data Privacy & Security  
 Address: 80 M St. SE, Suite 1010, Washington, D.C 20003  
 Phone: 1-800-637-3652 Email: DPO@teachingstrategies.com

**IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.**

**LEA:** [ Hernando County School Board ]

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: Ray Pinder Title/Position: Superintendent

**PROVIDER:** [ Teaching Strategies, LLC ]

Signed By: Dmitry Finkler Date: 8/10/2026  
 Printed Name: Dmitry Finkler Title/Position: Director, Data Privacy & Security

Each Party is responsible to promptly notify the other Party of changes to the notice information.

#### Notices to Provider

[ Teaching Strategies, LLC ]  
 [ Legal ]  
 [ 80 M St. SE, Suite 1010, Washington, D.C 20003 ]  
 [ Legal@teachingstrategies.com ]

#### Notices to LEA

[ Hernando County School Board ]  
 [ Superintendent ]  
 [ 919 N. Broad Street, Brooksville, FL 34601 ]  
 [ pinder\_r@hcsb.k12.fl.us ]

With a copy to (if provided):

[ Provider Legal Counsel ]  
 [ 80 M St. SE, Suite 1010, Washington, D.C 20003 ]  
 [ Legal@teachingstrategies.com ]

With a copy to (if provided):

[ Caroline Mockler, Esq. ]  
 [ 919 N. Broad Street, Brooksville, FL 34601 ]  
 [ mockler\_c@hcsb.k12.fl.us ]

#### Security Notices to Provider (Required per Section 5.3)

[ Dmitry Finkler ]  
 [ Director, Data Privacy & Security ]  
 [ 80 M St. SE, Suite 1010, Washington, D.C 20003 ]  
 [ DPO@teachingstrategies.com ]

#### Security Notices to LEA (Required per Section 5.3)

[ Joseph G. Amato ]  
 [ Director of Technology and Information Services ]  
 [ 919 N. Broad Street, Brooksville, FL 34601 ]  
 [ amato\_j1@hcsb.k12.fl.us ]

## STANDARD CLAUSES

### ARTICLE I: PURPOSE AND SCOPE

#### 1.1 Purpose of DPA.

The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing Services otherwise provided by the LEA. With respect to its use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA as set forth in this DPA and the Service Agreement.

#### 1.2 Description of Products and Services.

A description of all products and services covered by the Agreement, and information specific to this DPA, are listed in Exhibit "A". If a Provider needs to update any information on Exhibit "A" (such as updating with new provided services), they may do so by completing the Addendum template provided by the A4L Community and sending a copy to the LEA.

Provider may add or delete products or services subject to this DPA under the following circumstances:

1. Deleted products or services: The products or services have been discontinued and are no longer available from the Provider.
2. Added products or services: The added products or services are either:
  - a. a direct replacement, or substantially equivalent to the original products or services listed in the DPA, or
  - b. the added products or services result in enriched new or enhanced capabilities, new modules, technology advancements and or service categories relating to the listed products or services that Provider did not have at the time the DPA was signed.

If an added product or service requires additional Data Elements, Provider must complete the relevant portion of the Addendum template to update Exhibit "B".

Provider may not make any change to Exhibit "A" via an Addendum, except adding or deleting products or services. LEA is under no obligation to acquire added products or services, and has no ability under the DPA to prevent deletion of products or services. Subject to the limitations in this section, an Addendum is automatically incorporated into this DPA when LEA is notified by Provider, in accordance with the notification provisions of this DPA, of the Addendum's existence and contents.

#### 1.3 Student Data to Be Provided.

In order to perform the services, the Provider shall process Student Data as identified by the Provider in the Schedule of Data, attached hereto as Exhibit "B". Student Data may be provided by the LEA or created by students, as set forth fully in the definition of Student Data in Exhibit "C". If a Provider needs to update any information on Exhibit "B", they may do so by completing the Addendum template provided by the A4L Community and sending a copy to the LEA.

Provider may delete data elements from Exhibit "B" if they are no longer used by the Provider.

Provider must add data elements to Exhibit “B”, when a material change has occurred, regardless of whether the added data elements are either one of the following:

1. used to better deliver the original products or services listed in the DPA, or
2. used to deliver added products or services that result in new or enhanced capabilities, new modules, technology advancements and or service categories relating to the listed products or services that Provider did not have at the time the DPA was signed. Such new products or services must be designated in the Addendum template as changes to Exhibit “A”.

The Provider must notify the LEA, in accordance with the notification provisions of this DPA, of the existence and contents of an Addendum modifying Exhibit “B”. The LEA will have thirty (30) days from receipt to object to the Addendum. If no written objection is received it will become incorporated into the DPA between the parties.

#### **1.4 DPA Definitions.**

Capitalized terms used in this DPA shall have the meanings set forth in Exhibit “C”. With respect to the treatment of Student Data, in the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to, the Service Agreement.

## **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

### **2.1 Student Data Property of LEA.**

As between LEA and Provider, all Student Data processed by the Provider, or created by students (as set forth fully in the definition of Student Data in Exhibit “C”), pursuant to the Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data processed by the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA.

### **2.2 Parent, Legal Guardian and Student Access.**

The LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Provider shall establish reasonable procedures by which the LEA may access, and correct if necessary, Education Records and/or Student Data, and make a copy of the data available to the LEA or (at the LEA’s direction) to the parent, legal guardian or eligible student directly. If the LEA is not able to review or update the Student Data itself, Provider shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent, legal guardian or student, whichever is sooner) to the LEA’s request for Student Data held by the Provider to view or correct as necessary.

In the event that a parent or legal guardian of a student or eligible student contacts the Provider to correct, delete, review or request delivery of a copy of any of the Student Data collected by or generated through the Services, the Provider shall refer that person to the LEA, who will follow the necessary and proper procedures regarding

the requested information. In the event that any person other than those listed contacts the Provider about any Student Data, the Provider shall refer that person to the LEA, except as provided in Section 4.4.

- 2.2.1 This NDPA does not impede the ability of students to download, export, or otherwise save or maintain their own Student Generated Content directly from Provider or for Provider to provide a mechanism for such download, export, transfer or saving to students, or the student's parent or legal guardian. Nor does it impede the ability of Providers to offer LEAs features to allow such ability.
- 2.2.2 In the event that Student Generated Content is transferred to the control of the student, parent or legal guardian, the copy of such Student Generated Content that is in the control of such person is no longer considered Student Data.

### **2.3 Subprocessors.**

Provider shall enter into a Subprocessor Agreement with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA. Every Subprocessor Agreement must provide that the Subprocessor will not Sell the Student Data. The terms of a Subprocessor Agreement shall not be materially modified by the Subprocessor unless notice is provided to the Provider.

## **ARTICLE III: DUTIES OF LEA**

### **3.1 Provide Data in Compliance with Applicable Laws.**

LEA shall use the Services and provide Student Data in compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time.

### **3.2 Annual Notification of Rights.**

If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.

### **3.3 Reasonable Precautions.**

LEA shall employ administrative, physical, and technical safeguards designed to protect usernames, passwords, and any other means of gaining access to the Services and/or hosted Student Data from unauthorized access, disclosure, or acquisition by an unauthorized person.

### **3.4 Unauthorized Access Notification and Assistance.**

LEA shall notify Provider within seventy-two (72) hours of any confirmed Data Breach to the Services, LEA's account or any Student Data that poses a privacy or security risk. If requested by Provider, LEA will provide reasonable assistance to Provider in any efforts by Provider to investigate and respond to such Data Breach.



## ARTICLE IV: DUTIES OF PROVIDER

### 4.1 Privacy and Security Compliance.

The Provider shall comply with all laws and regulations applicable to Provider's protection of Student Data privacy and security, and at the direction of the LEA shall cooperate with any state or federal government initiated audit of the LEA's use of the Services.

### 4.2 Authorized Use.

The Student Data processed pursuant to the Services shall be used by the Provider for no purpose other than performing the Services outlined in Exhibit "A", or as instructed by the LEA.

### 4.3 Provider Employee Obligation.

Provider shall require all of Provider's employees who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.

### 4.4 No Disclosure.

Provider acknowledges and agrees that it shall not sell or disclose any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data.

#### 4.4.1 Exceptions to No Disclosure.

- 4.4.1.1 This prohibition against disclosure will not apply to Student Data where disclosure is directed or permitted by the LEA or this DPA.
- 4.4.1.2 The provision to not sell Student Data shall not apply to a Change of Control.
- 4.4.1.3 This prohibition against disclosure shall not apply to Student Data disclosed pursuant to a judicial order or lawfully issued subpoena or warrant.
- 4.4.1.4 This prohibition against disclosure shall not apply to Student Data disclosed to Subprocessors performing Services on behalf of the Provider pursuant to this DPA.
- 4.4.1.5 Should law enforcement or other government entities ("Requesting Party(ies)") provide a judicial order or lawfully issued subpoena or warrant to the Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party.
- 4.4.1.6 Notification under 4.4.1.5 is not required if the judicial order or lawfully issued subpoena or warrant states not to inform the LEA of the request.
- 4.4.1.7 Should the LEA be presented with a judicial order or lawfully issued subpoena or warrant to disclose Student Generated Content or other Student Data, the Provider shall cooperate with the LEA in delivering such data.

- 4.4.1.8 This prohibition against disclosure shall not apply to LEA-authorized users of the Services, which may include parents and legal guardians.
- 4.4.1.9 This prohibition against disclosure shall not apply to protect the safety of users or others, if and only if, an LEA employee who has specifically been authorized to declare a health or safety emergency has done so and all requirements under 34 CFR §§ 99.31(a)(10) and 99.36 have been fulfilled by the LEA.
- 4.4.1.10 This prohibition against disclosure shall not apply to protect the integrity or security of the Service, where such disclosure is made to a Subprocessor engaged by Provider for the specific purpose of investigating a potential Data Breach as set forth in 5.4.

## 4.5 De-Identified Data

Provider agrees not to attempt to re-identify De-Identified Student Data without the written direction of the LEA. De-Identified Student Data may be used by the Provider for those purposes allowed under applicable laws, for the purposes allowed for the processing of Student Data under this DPA, as well as the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; (2) research, development, and improvement of the Provider's educational sites, Services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Student Data shall survive termination of this DPA or any request by LEA to return or dispose of Student Data. Except for Subprocessors, Provider agrees not to transfer De-identified Student Data to any third party unless the transfer is expressly directed or permitted by the LEA or this DPA. Such Subprocessors must be subject to equivalent terms of the DPA including this one. Prior to publishing any document that names the LEA, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Student Data is presented. If Provider chooses to create De-Identified Data, its process must comply with either NIST de-identification standards or US Department of Education guidance on de-identification.

## 4.6 Disposition of Data.

Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree.

If the Provider has a standard retention and destruction schedule, that schedule shall apply to Student Data as long as this DPA is active. The Provider's practice relating to retention and disposition of Student Data shall be provided to the LEA upon request.

At the termination of this DPA, the Provider shall, unless directed otherwise by the LEA, dispose of, or delete Student Data obtained by the Provider under the Agreement within sixty (60) days of termination (unless otherwise required by law). If the Agreement has lapsed or is not terminated, the Student Data shall be deleted when directed or permitted by the LEA, according to Provider's standard destruction schedule, or as otherwise required by law. The LEA may provide the Provider with special instructions for the disposition of the Student Data, by transmitting to Provider Exhibit "D", attached hereto. The duty of the Provider to dispose of or delete Student Data shall not extend to De-Identified Data or to Student-Generated Content that has been transferred or kept pursuant to Section 2.2.2.

## **4.7 Advertising Limits.**

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA; or (c) for any commercial purpose other than to provide the Service to the LEA, or as authorized by the LEA or the parent/guardian. Targeted Advertising is strictly prohibited. However, this section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to account holders that are not considered Targeted Advertising (this exception does not apply where the Provider is relying on the LEA to provide consent on behalf of the parent under COPPA); or (iii) to notify account holders about new education product updates, features, or Services that are not considered Targeted Advertising or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

Before making product recommendations under section (ii) above, Provider must disclose the existence of those recommendations to LEA in writing, in sufficient detail that LEA can fulfill any obligations under applicable law (e.g. PPRA).

# **ARTICLE V: DATA SECURITY AND BREACH PROVISIONS**

## **5.1 Data Storage.**

If Student Data is stored outside the United States, Provider will provide a list of Countries where data is stored, in Exhibit "B".

## **5.2 Security Audits.**

Provider will conduct a security audit or assessment no less than once per year, and upon a Data Breach. Upon 10 days' notice and execution of confidentiality agreement, Provider will provide the LEA with a copy of the audit report, subject to reasonable and appropriate redaction.

## **5.3 Data Security.**

The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security of Student Data. The Provider shall implement an adequate Cybersecurity Framework that incorporates one or more of the nationally or internationally recognized standards set forth in Exhibit "F". Additionally, Provider may choose to further detail its security programs and measures in Exhibit "F". Provider shall provide, in the Preamble to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

## **5.4 Data Breach.**

In the event that Provider confirms a Data Breach, the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. In such an event, notification shall be made within a reasonable time after the Data Breach. Provider shall follow the following process:

- (1) The Data Breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
  - (a) The name and contact information of the Provider subject to this section,
  - (b) the date of the notice,
  - (c) the date of the Data Breach, the estimated date of the Data Breach, or the date range within which the Data Breach occurred,
  - (d) Whether the notification was delayed as a result of a law enforcement investigation, if legally permissible to share that information,
  - (e) A general description of the Data Breach, if that information is possible to determine at the time the notice is provided,
  - (f) A description of the Student Data reasonably believed to have been the subject of the Data Breach; and
  - (g) Identification of impacted individuals.
- (2) Provider agrees to adhere to all applicable federal and state laws with respect to a Data Breach related to the Student Data, including any required responsibilities and procedures for notification and mitigation of any such Data Breach.
- (3) Provider further acknowledges and agrees to have a written Data Breach response plan that is consistent with applicable industry standards and federal and state law for responding to a Data Breach, involving Student Data and agrees to provide LEA, upon reasonable written request, with a summary of said written Data Breach response plan.
- (4) LEA shall provide notice and facts surrounding the Data Breach to the affected students, parents, or guardians.
- (5) In the event of a Data Breach originating from LEA's use of the Service or otherwise a result of LEA's actions or inactions, Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data and may request costs incurred as a result of such Data Breach.

## CONTRACT TERMS

**Term and Termination.** In the event that either Party seeks to terminate this DPA, they may do so by written notice if the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any Service Agreement or contract if the other party breaches any terms of this DPA. This DPA shall stay in effect for as long as the Provider retains the Student Data, as set forth in section Article IV, Section 4.6. In the case of a “Change of Control” the LEA has the authority to terminate the DPA if it reasonably believes that the successor cannot uphold the terms and conditions herein or having a contract with the successor would violate the LEA’s policies or state or federal law.

**Data Disposition on Service Agreement Termination.** If the Service Agreement is terminated, the Provider shall dispose of all of LEA’s Student Data pursuant to Article IV, Section 4.6 of the Standard Clauses.

**Notices.** All notices or other communication required or permitted to be given hereunder must be made in writing and may be given via e-mail transmission, or first-class mail, or mutually agreed upon method sent to the designated representatives documented in the Preamble.

**Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. With respect to the treatment of Student Data only, in the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit “H”, the SDPC Standard Clauses, and/or the Supplemental State Terms in Exhibit “G”, Exhibit “H” will control, followed by Exhibit “G”. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

**Entire Agreement.** This DPA and the Service Agreement (“the Agreement”) constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties.

**Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

**Governing Law; Venue and Jurisdiction.** This DPA will be governed by and construed in accordance with the laws of the state of the LEA, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the LEA for any dispute arising out of or relating to this DPA or the transactions contemplated hereby.

**Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a Change of Control. In the event of a Change of Control, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of such Change of Control. Such notice shall include

a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement.

**Authority.** Each signatory confirms they are authorized to bind their institution to this DPA in its entirety.

**Waiver.** No delay or omission by either party to exercise any right here under shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

## EXHIBIT A: PRODUCTS AND SERVICES

This DPA covers access to and use of [ Teaching Strategies, LLC ]'s existing Services that collect, process, or transmit Student Data, as identified below:

### GOLD®

GOLD® is a robust, full-featured online assessment system that makes it easy to conduct authentic, ongoing assessment for children from birth through third grade. Proven valid and reliable through extensive field testing, GOLD® is based on 38 objectives for development and learning that help teachers evaluate children's progress toward mastering the knowledge, skills, and abilities that matter most for school success.

### The Creative Curriculum® Cloud

The Creative Curriculum® Cloud includes a full library of resources from The Creative Curriculum® for teachers and families. More than a digital curriculum, The Creative Curriculum® Cloud takes the Teaching Strategies early childhood curriculum resources online to support educators as they bring a content-rich, developmentally appropriate curriculum to life in an early childhood classroom or at home in partnership with families. In addition to digital access to curriculum, it provides dynamic planning tools that help to individualize instruction, facilitates communication between teachers and families, streamlines weekly planning processes, and offers access to new family-facing resources to build consistency in learning experiences.



## EXHIBIT B: SCHEDULE OF STUDENT DATA

All Data Elements identified in this Exhibit are correct at time of signature.

Data Elements Collected by Product (required and optional):

| Category of Data / Data Elements                             | GOLD               | Cloud              | Enter product(s) name | Enter product(s) name | Enter product(s) name | Enter product(s) name | Enter product(s) name |
|--------------------------------------------------------------|--------------------|--------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Application Technology MetaData</b>                       |                    |                    |                       |                       |                       |                       |                       |
| IP Addresses of users, use of cookies, etc.                  | X                  | X                  |                       |                       |                       |                       |                       |
| Other application technology metadata                        | X                  | X                  |                       |                       |                       |                       |                       |
| <i>If 'Other' checked, please specify below checked box:</i> | App metadata       | App metadata       |                       |                       |                       |                       |                       |
| <b>Application Use Statistics</b>                            |                    |                    |                       |                       |                       |                       |                       |
| Meta data on user interaction with application               | x                  | x                  |                       |                       |                       |                       |                       |
| <b>Assessment</b>                                            |                    |                    |                       |                       |                       |                       |                       |
| Standardized test scores                                     |                    |                    |                       |                       |                       |                       |                       |
| Observation data                                             | X                  | X                  |                       |                       |                       |                       |                       |
| Voice recordings                                             |                    |                    |                       |                       |                       |                       |                       |
| Other assessment data                                        | X                  | X                  |                       |                       |                       |                       |                       |
| <i>If 'Other' checked, please specify below checked box:</i> | Checkpoint ratings | Checkpoint ratings |                       |                       |                       |                       |                       |
| <b>Attendance</b>                                            |                    |                    |                       |                       |                       |                       |                       |
| Student school (daily) attendance data                       |                    |                    |                       |                       |                       |                       |                       |

| Category of Data / Data Elements                                     | GOLD | Cloud | Enter product(s) name | Enter product(s) name | Enter product(s) name | Enter product(s) name | Enter product(s) name |
|----------------------------------------------------------------------|------|-------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Student class attendance data                                        |      |       |                       |                       |                       |                       |                       |
| <b>Communication</b>                                                 |      |       |                       |                       |                       |                       |                       |
| Online communication captured (emails, blog entries)                 | X    | X     |                       |                       |                       |                       |                       |
| <b>Conduct</b>                                                       |      |       |                       |                       |                       |                       |                       |
| Conduct or behavioral data                                           |      |       |                       |                       |                       |                       |                       |
| <b>Demographics</b>                                                  |      |       |                       |                       |                       |                       |                       |
| Data of birth                                                        | X    | X     |                       |                       |                       |                       |                       |
| Place of birth                                                       |      |       |                       |                       |                       |                       |                       |
| Gender                                                               | X    | X     |                       |                       |                       |                       |                       |
| Ethnicity or race                                                    | X    | X     |                       |                       |                       |                       |                       |
| Language information (native, or primary language spoken by student) | X    | X     |                       |                       |                       |                       |                       |
| Other demographic information                                        |      |       |                       |                       |                       |                       |                       |
| <i>If 'Other' checked, please specify below checked box:</i>         |      |       |                       |                       |                       |                       |                       |
| <b>Enrollment</b>                                                    |      |       |                       |                       |                       |                       |                       |
| Student school enrollment                                            | X    | X     |                       |                       |                       |                       |                       |
| Student grade level                                                  | X    | X     |                       |                       |                       |                       |                       |
| Homeroom                                                             | X    | X     |                       |                       |                       |                       |                       |
| Guidance counselor                                                   |      |       |                       |                       |                       |                       |                       |
| Specific curriculum programs                                         |      |       |                       |                       |                       |                       |                       |
| Year of graduation                                                   |      |       |                       |                       |                       |                       |                       |

| Category of Data / Data Elements                             | GOLD | Cloud | Enter product(s) name | Enter product(s) name | Enter product(s) name | Enter product(s) name | Enter product(s) name |
|--------------------------------------------------------------|------|-------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Other enrollment information                                 |      |       |                       |                       |                       |                       |                       |
| <i>If 'Other' checked, please specify below checked box:</i> |      |       |                       |                       |                       |                       |                       |
| <b>Parent/Guardian Contact Information</b>                   |      |       |                       |                       |                       |                       |                       |
| Address                                                      |      |       |                       |                       |                       |                       |                       |
| Email                                                        | X    | X     |                       |                       |                       |                       |                       |
| Phone                                                        |      |       |                       |                       |                       |                       |                       |
| <b>Parent/Guardian ID</b>                                    |      |       |                       |                       |                       |                       |                       |
| Parent ID number (created to link parents to students)       | X    | X     |                       |                       |                       |                       |                       |
| <b>Parent/Guardian Name</b>                                  |      |       |                       |                       |                       |                       |                       |
| First and/or last                                            | X    | X     |                       |                       |                       |                       |                       |
| <b>Schedule</b>                                              |      |       |                       |                       |                       |                       |                       |
| Student scheduled courses                                    | X    | X     |                       |                       |                       |                       |                       |
| Teacher names                                                | X    | X     |                       |                       |                       |                       |                       |
| <b>Special Indicator</b>                                     |      |       |                       |                       |                       |                       |                       |
| English language learner information                         | x    | x     |                       |                       |                       |                       |                       |
| Low-income status                                            |      |       |                       |                       |                       |                       |                       |
| Medical alerts/health data                                   |      |       |                       |                       |                       |                       |                       |
| Student disability information                               |      |       |                       |                       |                       |                       |                       |
| Specialized education Services (IEP or 504)                  | X    | X     |                       |                       |                       |                       |                       |
| Living situations (homeless/foster care)                     |      |       |                       |                       |                       |                       |                       |
| Other indicator information                                  |      |       |                       |                       |                       |                       |                       |

| Category of Data / Data Elements                                                                                                | GOLD | Cloud | Enter product(s) name | Enter product(s) name | Enter product(s) name | Enter product(s) name | Enter product(s) name |
|---------------------------------------------------------------------------------------------------------------------------------|------|-------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <i>If 'Other' checked, please specify below checked box:</i>                                                                    |      |       |                       |                       |                       |                       |                       |
| <b>Student Contact Information</b>                                                                                              |      |       |                       |                       |                       |                       |                       |
| Address                                                                                                                         |      |       |                       |                       |                       |                       |                       |
| Email                                                                                                                           |      |       |                       |                       |                       |                       |                       |
| Phone                                                                                                                           |      |       |                       |                       |                       |                       |                       |
| <b>Student Identifiers</b>                                                                                                      |      |       |                       |                       |                       |                       |                       |
| Local (school district) ID number                                                                                               | x    | x     |                       |                       |                       |                       |                       |
| State ID number                                                                                                                 | X    | X     |                       |                       |                       |                       |                       |
| Provider/app assigned student ID number                                                                                         | X    | X     |                       |                       |                       |                       |                       |
| Student app username                                                                                                            |      |       |                       |                       |                       |                       |                       |
| Student app passwords                                                                                                           |      |       |                       |                       |                       |                       |                       |
| <b>Student Name</b>                                                                                                             |      |       |                       |                       |                       |                       |                       |
| First and/or last                                                                                                               | X    | X     |                       |                       |                       |                       |                       |
| <b>Student In App Performance</b>                                                                                               |      |       |                       |                       |                       |                       |                       |
| Program/application performance (e.g. typing program – student types 60 wpm, reading program – student reads below grade level) | X    | X     |                       |                       |                       |                       |                       |
| <b>Student Program Membership</b>                                                                                               |      |       |                       |                       |                       |                       |                       |
| Academic or extracurricular activities a student may belong to or participate in                                                |      |       |                       |                       |                       |                       |                       |

| Student Survey Responses                                     |   |   |  |  |  |  |  |
|--------------------------------------------------------------|---|---|--|--|--|--|--|
| Student responses to surveys or questionnaires               |   |   |  |  |  |  |  |
| Student Work                                                 |   |   |  |  |  |  |  |
| Student generated content; writing, pictures, etc.           | X | X |  |  |  |  |  |
| Other student work data                                      |   |   |  |  |  |  |  |
| <i>If 'Other' checked, please specify below checked box:</i> |   |   |  |  |  |  |  |
| Transcript                                                   |   |   |  |  |  |  |  |
| Student course grades                                        |   |   |  |  |  |  |  |
| Student course data                                          |   |   |  |  |  |  |  |
| Student course grades/performance scores                     |   |   |  |  |  |  |  |
| Other transcript data                                        |   |   |  |  |  |  |  |
| <i>If 'Other' checked, please specify below checked box:</i> |   |   |  |  |  |  |  |
| Transportation                                               |   |   |  |  |  |  |  |
| Student bus assignment                                       |   |   |  |  |  |  |  |
| Student pick up and/or drop off location                     |   |   |  |  |  |  |  |
| Student bus card ID number                                   |   |   |  |  |  |  |  |
| Other transportation data                                    |   |   |  |  |  |  |  |

|                                                                                                                                       |  |  |  |  |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|
| <i>If 'Other' checked, please specify below checked box:</i>                                                                          |  |  |  |  |  |  |  |
| <b>Other</b>                                                                                                                          |  |  |  |  |  |  |  |
| Other data collected                                                                                                                  |  |  |  |  |  |  |  |
| <i>If 'Other' checked, please list each additional data element used, stored, or collected by your application below checked box:</i> |  |  |  |  |  |  |  |
| <b>None</b>                                                                                                                           |  |  |  |  |  |  |  |
| No student data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.             |  |  |  |  |  |  |  |

If Student Data is stored outside the United States, Provider shall list below the Countries where data is stored:

## EXHIBIT C: DEFINITIONS

**Change of Control:** Any merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of Provider or of the portion of Provider that performs the Services in the Service Agreement.

**Contextual Advertising:** Contextual advertising is the delivery of advertisements based upon a current visit to a Web page or a single search query, without the collection and retention of data about the consumer's online activities over time.

**De-Identified Data:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific student, including, but not limited to, any information that, alone or in combination is linkable to a specific student.

**Data Breach:** An unauthorized release, access to, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider in violation of applicable state or federal law.

**Educational Records:** Educational Records shall have the meaning set forth under FERPA 20 U.S. C. 12 32 g(a)(5)(A). For additional context see also the 'Student Data' definition.

**LEA:** For the purpose of this DPA, the LEA is the educational entity that is a Party to this Agreement. An LEA can be a state agency, an educational service agency, a charter school or school system or a private school or school system, in addition to the federal definition of Local Education Agency (LEA).

**Metadata:** Means information that provides meaning and context to other data being collected including, but not limited to date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information or Student Data.

**Originating LEA:** An educational entity otherwise meeting the definition of LEA that originally executes the DPA in its entirety (including the marked checkbox enabling Exhibit "E") with the Provider.

**School Official:** For the purposes of this DPA and pursuant to FERPA 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Educational Records; and (3) Is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Educational Records.

**Service Agreement:** Refers to the quote, corresponding contract, purchase order or terms of service and/or terms of use.

**Student Data:** Student Data includes any data, whether gathered, created or inferred by Provider or provided by LEA or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's Educational Record, persistent unique identifiers, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata that has not been stripped of all direct and indirect identifiers. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed



to be collected or processed by the Provider pursuant to the Services. Student Data shall not include properly De- Identified Data or anonymous usage data regarding a student's or LEA's use of Provider's Services.

**Student Generated Content:** The term "Student Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content. "Student Generated Content" does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to or storage of Student Data, including security, storage, analytics, and other processing activities necessary to perform a Provider business purpose.

**Subprocessor Agreement:** An agreement between Provider and a third party Subprocessor. A Subprocessor Agreement includes either a written agreement or an acceptance of terms and conditions (e.g., click through agreements).

**Subscribing LEA:** An educational entity otherwise meeting the definition of LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms by executing Exhibit "E".

**Targeted Advertising:** Targeted Advertising means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Provider Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include Contextual Advertising.

## EXHIBIT D: SPECIAL INSTRUCTIONS FOR DISPOSITION OF DATA

After this DPA takes effect, if the LEA has special requirements for the disposition of Student Data that are not expressed in 4.6 Disposition of Data, the LEA may fill in this form and deliver it to the Provider.

**The Provider and the LEA must not fill in this form at the initiation of the DPA.**

The Provider shall act on Exhibit “D” from the designated representative of the LEA or their designee (Preamble or Exhibit “E” for Subscribing LEA).

Hernando County School Board (“LEA”) instructs Provider to dispose of Student Data obtained by Provider pursuant to the terms of the DPA between LEA and Provider. The terms of the Disposition are set forth below:

### 1. Extent of Disposition

☐ Disposition is partial. The scope of Student Data to be disposed of is set forth below or found in an attachment to this Directive:

Insert categories of Student Data here

☐ Disposition is complete. Disposition extends to all Student Data.

### 2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of Student Data.

☐ Disposition shall be by a transfer of Student Data. The Student Data shall be transferred to the following site as follows:

Insert or attach special instructions

### 3. Timing of Disposition

Student Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ On Provider’s standard destruction schedule

☐ By Insert Date

### 4. De-Identified Data

☐ The Provider certifies that they have De-Identified the data, as defined elsewhere in this Agreement, and disposed of all copies of Student Data that were not De-Identified in accordance with this Schedule and the DPA. The Provider will notify LEA in accordance with the notification requirements of the DPA using this form.

As of Enter Date

### 5. Other:

Signature(s)

Notice of Verified Disposition of Data

\_\_\_\_\_  
Authorized Representative of  
LEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative of  
Provider

\_\_\_\_\_  
Date

## EXHIBIT E: GENERAL OFFERS OF TERMS

### Page 1 of 2: OFFER OF TERMS

Provider and the Subscribing LEA (named below) agree by signing this General Offer of Privacy Terms ("General Offer") that they are bound by the same terms as the DPA between Provider and Hernando County School Board ("Originating LEA") dated                     .

Provider and Subscribing LEA agree that the information below will be replaced throughout the DPA with the information specific to the Subscribing LEA filled in below for the Subscribing LEA. This General Offer shall extend only to the terms set forth in this DPA and shall not necessarily bind Provider or Subscribing LEA to any other terms entered into between Provider and Originating LEA. Any commercial terms, such as price, term, or schedule of Services, relating to Subscribing LEA's use of the Provider's Services shall be determined solely between Provider and Subscribing LEA.

If Provider makes changes to Exhibit "A" or Exhibit "B" in accordance with sections 1.2 and 1.3 respectively, Provider must complete the Addendum template provided by the A4L Community and notify the Originating LEA and all Subscribing LEAs in accordance with the notification provisions of this DPA, of the Addendum's existence and contents. With regard to a Subscribing LEA, an Addendum is automatically incorporated into this DPA when Subscribing LEA is notified by Provider. If an Addendum modifies Exhibit "B", the LEA will have thirty (30) days from receipt to object. If no written objection is received it will become incorporated into the DPA between the parties.

The Provider may withdraw the General Offer (for future use or for LEAs that have not already accepted it) in the event of: (1) a material change in the applicable privacy statutes; or (2) a material change in the Services and products listed in the Service Agreement. Notification of a withdrawal shall be submitted to [ndpa\\_requests@A4L.org](mailto:ndpa_requests@A4L.org).

Subscribing LEAs shall send the signed Exhibit "E" to Provider at the following email address: legal@teachingstrategies.com

The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

#### RESOURCE NAME(S):

[ Insert resource names covered by originating DPA ]  
[ ]  
[ ]  
[ ]

PROVIDER: [Teaching Strategies, LLC ]

Signed By: Dmitry Finkler Date: 8/10/2026  
Printed Name: Dmitry Finkler Title/Position: Director, Data Privacy & Security

**Exhibit “E” (continued)**

Originating LEA:

Resource Names:

Provider Name:

**Page 2 of 2: Insert Name of Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Originating LEA and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER.\*\*** Please note, by signing this Exhibit you are also agreeing to any language that may be included in Exhibits to the Originating DPA beyond this Exhibit “E”. The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

Subscribing LEA:

Signed By:  Date:

Printed Name:  Title/Position:

School District Name:

**Designated Representative of LEA:**

Name:  Title:

Address:

Telephone:  Email:

**Notices to Subscribing LEA:** The Provider and Subscribing LEA are each responsible to promptly notify the other Party of changes to the notice information.

**Security Notices to Subscribing LEA**

With a copy to (if provided):

## EXHIBIT F: ADEQUATE CYBERSECURITY FRAMEWORKS

Provider must mark one or more frameworks with which it complies.

The Provider may change which framework it complies with without invalidating or changing the DPA, but must notify the LEA of such change in accordance with the notification requirements of the DPA.

| FRAMEWORK(S) |                                                                                                          |
|--------------|----------------------------------------------------------------------------------------------------------|
|              | Global Education Security Standard - <a href="https://sdpc.a4l.org/gess/">https://sdpc.a4l.org/gess/</a> |
| X            | NIST Cybersecurity Framework (CSF)                                                                       |
| X            | NIST SP 800-53 Security and Privacy Controls for Information systems and organizations                   |
|              | NIST SP 800-171 Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations   |
|              | ISO 27000 series, Standards for implementing organization security and management practices              |
|              | CIS Center for Internet Security Critical Security Controls                                              |
|              | Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)                                             |

This space is provided for optional security programs and measures as noted in section 5.3:

## EXHIBIT G: Supplemental SDPC State Terms for Florida

Providers/Operators are to comply with section 1002.22, Florida Statutes.

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

**1. An operator may not knowingly do any of the following:**

- a. Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
- b. Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes.
- c. Share, sell, or rent a student's information, including covered information

**2. An operator shall do all the following:**

- a. Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application.
- b. Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
- c. Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: UTJ Holdco, Inc. dba Teaching Strategies, LLC  
Vendor FEIN: 37-1660007  
Vendor's Authorized Representative Name and Title: Thomas Yamamoto - General Counsel  
Address: 80 M Street, SE, Suite 1010  
City: Washington State: DC ZIP: 20003  
Phone Number: 301-634-0818  
Email Address: legal@teachingstrategies.com

Section 787.06(14), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: 

AUTHORIZED SIGNATURE

Print Name and Title: Thomas Yamamoto - General Counsel

Date: 8/11/2026



## Federal Terms & Conditions

### Provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II to 2 CFR Part 200)

All purchases made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases by the Hernando County School District.

**1. EQUAL EMPLOYMENT OPPORTUNITY:**

Except as otherwise provided under 41 CFR, Part 60, this section applies to federally assisted construction contracts. If applicable, the Contractor agrees to comply with the provisions of 41 CFR, Part 60-1.4(b) during the performance of this contract. The provisions may be found in Attachment A to these Federal Terms and Conditions.

**2. DAVIS-BACON ACT:**

(34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2,000 awarded by the district and subgrantees when required by Federal grant program legislation).

**3. COPELAND "ANTI-KICKBACK" ACT:**

(34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).

**4. CONTRACT WORK HOURS & SAFETY STANDARDS ACT:**

(34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts, which involve the employment of mechanics or laborers).

**5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

If the Federal award meets the definition of "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401 "Right to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreement s", and any implementing regulations issued by awarding agency.

**6. CLEAN AIR ACT**

(34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), section 508 of the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

**7. BYRD ANTI-LOBBYING AMENDMENT:**

Contractors that apply or solicitation for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**8. RECOVERED MATERIALS:**

Section 6002 (EPA) 40 CFR Part 247: For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

**9. FEDERAL DEBARMENT CERTIFICATION:**

Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, 85, defined at 34 CFR Part 85, Section 85.105 and 85.110-(ED80-0013).

A. *The prospective lower tier (\$25,000) participant certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*

B. *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall provide an explanation.*

**10. ADMINISTRATIVE, CONTRACTURAL OR LEGAL REMEDIES:**

If the vendor/contractor fails to perform to the district's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the district shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined. Nonperformance by a vendor /contractor is any failure to follow the terms, conditions, and/or specifications as outlined in the contract.

**11. HATCH ACT:**

(5U.S.C. 1501-1508 AND 7324-7328: The vendor/contractor will comply with the provisions of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

**12. CONTRACT TERMINATION FOR CONVENIENCE:**

The Superintendent (or designee) reserves the right to terminate a vendor's contract in whole or in part when it is determined in its sole discretion that it is in the district's best interest to do so. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor shall not be entitled to recover any cancellation charges or lost profits.

**13. CONTRACT TERMINATION FOR CAUSE:**

The Superintendent (or designee) reserves the right to terminate a vendor's contract for just cause, without penalty. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor may request reconsideration of this decision in writing at any time during the 30 day grace period. The request must be addressed to the Director of Finance & Purchasing who will initiate an internal review of the matter. If the vendor's input is required as part of the reconsideration process, the vendor will be notified when and where to appear. Requests for reconsideration received after the (30) day grace period will be denied. Upon termination of a contract, the Board reserves the right to rescind and re-award a contract to the next low bidder, if determined to be in the best interest of the district to do so.

## Provisions for Non-Federal Entity Contracts Under Federal Awards (Federal Program Requirements - USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the United States Department of Agriculture ("USDA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

**14. RECORDS RETENTION:**

(34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

**15. CIVIL RIGHTS:**

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

**16. BUY AMERICAN:**

(7 CFR PART 210.21 (D)) - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), the District is required to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards the District must comply with when purchasing commercial food products served in the school meals programs.

**17. ENERGY POLICY AND CONSERVATION ACT:**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**18. DISCOUNTS, REBATES, AND CREDITS:**

The vendor shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. All goods, services, or monies received as the result of any equipment or USDA Food rebates shall be credited to the District's nonprofit food service account.

## Provisions for Non-Federal Entity Contracts Under Federal Awards (Federal Program Requirements - FEMA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the Federal Emergency Management Agency ("FEMA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

**19. ACCESS TO RECORDS:**

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide the District, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**20. DHS SEAL, LOGO, AND FLAGS:**

The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**21. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:**

This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

**22. NO OBLIGATION BY FEDERAL GOVERNMENT:**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**23. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:**

The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

By signing of this document, the vendor/contractor understands and certifies that they are in compliance with and/or will comply with, all the terms and conditions as specifically stated, where applicable. The vendor/contractor understands that Federal Funding Provisions apply to all contracts where Federal funds are used as a source for the purchase of goods and services. The contract/vendor awarded must not take exception to any part of these regulations.

Company Name (Print): Teaching Strategies, LLC Date: 8/11/2026  
Authorized Signature:   
Printed Name: Thomas Yamamoto  
Title: General Counsel

**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: Thomas Yamamoto

Company Name: Teaching Strategies, LLC

Title: General Counsel

Signature: 

Date: 8/11/2026

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

| <b>A. Item Currently Budgeted -</b> |   |                      |             |                                           |             |                                |             |                    |   | <b>Basic Ed Supplies Instructional Materials</b> |  |
|-------------------------------------|---|----------------------|-------------|-------------------------------------------|-------------|--------------------------------|-------------|--------------------|---|--------------------------------------------------|--|
| Account Name                        |   |                      |             |                                           |             |                                |             |                    |   |                                                  |  |
| Account Number                      |   | <b>1100E</b>         | <b>5100</b> | <b>5100</b>                               | <b>9410</b> | <b>50400</b>                   | <b>0000</b> |                    |   |                                                  |  |
|                                     |   | Fund                 | Function    | Object                                    | Cost Center | Project                        | Sub Project |                    |   |                                                  |  |
| Original<br>Approved<br>Budget      | + | Budget<br>Amendments | -           | Expenditures /<br>Encumbrances<br>To Date | =           | Current<br>Available<br>Budget | -           | Present<br>Request | = | Remaining<br>Balance<br>Available                |  |
| \$ _____                            |   | \$ _____             |             | \$ _____                                  |             | \$ _____                       |             | <b>31,578.76</b>   |   | \$ _____                                         |  |

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

| <b>B. Item Currently Not Budgeted -**</b> |  |      |          |        |             |         |             |  |  |  |
|-------------------------------------------|--|------|----------|--------|-------------|---------|-------------|--|--|--|
| 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 \$      |  |      |          |        |             |         |             |  |  |  |

| <b>C. History</b>           |                                  |
|-----------------------------|----------------------------------|
| Check one:                  |                                  |
| Prior Year Budget:          | <input type="radio"/>            |
| New for Current Year:       | <input checked="" type="radio"/> |
| Prior Year Approved Budget: | \$ _____                         |
| Prior Year Actual Spent:    | \$ _____                         |

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



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 21. 27-3779**

8/25/2026

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**Title and Board Action Requested**

Approve out of state travel for Brett Scroggins to attend the Axis Communications Immerse 2026 Conference scheduled for November 2-5, 2026, in San Diego, California.

**Executive Summary**

The Director of Safe Schools, on behalf of the Superintendent of Schools, hereby requests the Board approve the out of state travel for Brett Scroggins to attend the Axis Communications Immerse 2026 Conference scheduled for November 2-5, 2026, in San Diego, California, for an estimated amount of \$1,500.00. This is the 5<sup>th</sup> Annual Immerse conference for Axis Customers in the Americas to gain insight to learn about emerging trends and to optimize our technology. Axis Communications registration includes lodging; ride share to and from airport.

**My Contact**

Angel Pagan  
Director of Safe Schools  
352-797-7233 x 70495  
Pagan\_a3@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Priority 3: Safe and Healthy Learning Environment

**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.





# Agenda

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## Monday, November 2

### ■ Check-in

Pick up your badge at the Immerse registration table (at The Seabird Ocean Resort & Spa) between 1:00pm - 6:00pm.

### ■ [Optional session]: **Peer exchange - What's your challenge?**

Join this peer-to-peer conversation at 4:00pm where you'll explore innovative tech solutions. Come prepared to discuss solutions you've deployed or challenges you currently face and leave with new ideas and connections.

### ■ **Welcome reception and technology expo**

## Tuesday, November 3

### General sessions:

#### ■ **State of the business**

*Fredrik Nilsson, Vice President, Americas, Axis Communications*

Hear from Axis leaders about the latest updates and strategic direction for the year ahead.

#### ■ **Technology roadmap**

Get an exclusive look into upcoming Axis innovations, solutions, and trends.

### Breakout session options:

#### ■ **Excellence by design: Creating enduring value through strong integrator partnerships**

Great security systems aren't defined at commissioning; they're proven over years of operation. This session explores how security leaders can drive installation excellence by focusing on the fundamentals that truly matter. We'll discuss how to set clear expectations upfront to prevent scope creep, why challenging incomplete or flawed designs early saves cost and credibility, and how to confidently manage phased migrations to modern security platforms and technology. Through real-world examples, you'll learn how disciplined execution, technical precision, and strong integrator partnerships turn installations into long-term assets. Attendees will leave with practical strategies to ensure their security systems don't just function on day one, but continue to solve real business problems, adapt to change, and deliver value for years to come.

■ **The evolution of system intelligence:  
Steps to leveraging your existing  
systems for new business outcomes**

In this session, we'll share how organizations have moved past traditional surveillance to explore the future of data-driven decision making. We'll dive into how understanding your unique organizational workflows can uncover hidden efficiencies and drive meaningful business outcomes. Learn how Axis technology serves as the foundation for this evolution, turning visual data into actionable intelligence.

■ **Triple threat: Visual, thermal and radar in technology**

Join us for a deep dive into how thermal and radar technologies complement traditional surveillance. We will compare the pros and cons of each, explore the basics of thermometrics for heat detection, and discuss real-world scenarios to help you choose the right technology for your environment.

[Optional] Bonus sessions:

■ **Understanding modern VMS  
Architectures: AXIS Camera Station  
Edge and Pro**

Explore two versatile video management approaches. Learn how ACS Edge provides a streamlined camera-to-cloud path and how ACS Pro powers advanced, on-premises integrations for access control, audio, and body-worn systems in distributed environments.

■ **The Axis-Milestone roundtable:  
Sharing insights and solving challenges**

Explore the latest advancements and learn how to boost the value, efficiency, and usability of your system with the Axis

Optimizer in XProtect. The session will include roundtable discussions where you'll share your experiences, challenges, and provide feedback on how to unlock more value from the Axis-Milestone partnership. Don't miss this chance to shape the future of our collaboration and take your security operations to the next level.

■ **The Axis-Genetec roundtable: Sharing insights and solving challenges**

Discover how to get more from your Axis-Genetec system through integrations with cloud solutions, access control, body-worn cameras, and audio solutions. This session will include roundtable discussions where you'll share your experiences, challenges, and ideas on how to unlock the value of the Axis-Genetec integration in Security Center. Don't miss this chance to shape the future of our collaboration and take your security operations to the next level.

■ **Hands-on configuration lab**

Drop into a self-paced, hands-on environment where you can practice the configurations discussed in your sessions. Axis experts will be on standby to assist you and provide guidance as you apply your learnings.

Evening activity:

■ **To be announced!**

## **Wednesday, November 4**

General sessions:

■ **To be announced!**

*Details and speakers coming soon.*

### Breakout session options:

#### ■ **Data in motion: Transforming Axis metadata into actionable insights**

Learn to convert Axis Object Analytics and metadata into business intelligence. We will demonstrate how to offload edge data via MQTT, VAPIX, and HTTP to build a pipeline for dynamic dashboards. Discover how to visualize AOA data to automate tasks and drive smarter operational decisions.

#### ■ **The language of value: Pitching security to your organization**

This session will equip you with strategies to gain executive buy-in. Learn how peers are shifting the conversation toward Total Cost of Ownership (TCO), proactive lifecycle management, and leveraging security data across the broader organization.

#### ■ **From obstacle to opportunity: Real world custom use cases**

When "off-the-shelf" isn't enough, innovation takes over. In this workshop, we'll dive into real-world stories of custom product development and creative problem-solving. This interactive session provides a platform to share your specific business challenges and hear successful use cases from across the industry. Bring your own experiences to the table and see how we can collaborate to build the next breakthrough together.

### Closing session:

#### ■ **Town hall**

What would you ask Axis if given the opportunity? In this session, an executive panel will answer live questions,

discussion topics that matter most to you and your peers.

[Optional] Bonus sessions:

■ **Axis vs. 2N: Selecting the right intercom for your environment**

Join us for a strategic look at how Axis and 2N intercom solutions address the specific challenges of your environment. Both brands offer unique design philosophies and feature sets. This session is designed to help you navigate those differences so you can select the perfect-fit solution for your specific business needs.

■ **Hands-on configuration lab**

Drop into a self-paced, hands-on environment where you can practice the configurations discussed in your sessions. Axis experts will be on standby to assist you and provide guidance as you apply your learnings.

Evening activity:

■ **Offsite dinner**

## Thursday, November 5

■ **Departures**

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CONTACT

# We're here to help!

We're happy to answer any questions you have! Click the button below to reach out to us.

[CONTACT US](#)

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[Manage Cookie Preferences](#)



| A. Item Currently Budgeted -               |      |                   |        |                                     |         |                          |      |                 |       |                             |
|--------------------------------------------|------|-------------------|--------|-------------------------------------|---------|--------------------------|------|-----------------|-------|-----------------------------|
| Office of Safe Schools out of state travel |      |                   |        |                                     |         |                          |      |                 |       |                             |
| Account Name                               | 1100 |                   | 7900   |                                     | 3340    |                          | 9551 |                 | M2050 |                             |
| 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 |
| \$ 4,400.00                                |      | \$ 0.00           |        | \$ 2,443.00                         |         | \$ 1,957.00              |      | \$ 1,500.00     |       | \$ 457.00                   |

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

| B. Item Currently Not Budgeted -** |      |          |        |             |         |             |  |  |  |  |
|------------------------------------|------|----------|--------|-------------|---------|-------------|--|--|--|--|
| Funding Source                     |      |          |        |             |         |             |  |  |  |  |
| Account Name                       |      |          |        |             |         |             |  |  |  |  |
| Account Number                     | Fund | Function | Object | Cost Center | Project | Sub Project |  |  |  |  |
| Amount \$                          |      |          |        |             |         |             |  |  |  |  |

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

| C. History                  |                                     |
|-----------------------------|-------------------------------------|
| Check one:                  |                                     |
| Prior Year Budget:          | <input type="checkbox"/>            |
| New for Current Year:       | <input checked="" type="checkbox"/> |
| Prior Year Approved Budget: | \$ _____                            |
| Prior Year Actual Spent:    | \$ _____                            |

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



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 22. 27-4028**

8/25/2026

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**Title and Board Action Requested**

Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

**Executive Summary**

Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to other Hernando County School issues on which the School Board customarily takes actions.

**My Contact**

Ray Pinder  
Superintendent of Schools

**2023-28 Strategic Focus Area**

Other

**Financial Impact**

There is no financial impact.

## NON-AGENDA ITEM COMMENT FORM FOR SPEAKERS

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

LEGAL NAME/PRINTED: \_\_\_\_\_

LEGAL ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_

Identify topics **not** included on the agenda. Topics need to address educational concerns.

TOPIC: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### Guidelines:

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

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

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

Signature of speaker: \_\_\_\_\_

Chairperson's Approval of form: \_\_\_\_\_

### FOR OFFICE USE ONLY:

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

Time Received: \_\_\_\_\_

# Hernando County School Board

## CODE OF CIVILITY

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

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

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

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

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