Hernando School District

School Board Regular Meeting

Agenda - Final

Tuesday, December 9, 2025 **6:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL 34601

CALL TO ORDER

REFLECTION

by Mark Johnson, Board Member

PLEDGE OF ALLEGIANCE by Pine Grove Elementary School

SCHOOL SPOTLIGHT

ADOPTION OF AGENDA

1. **26-3495** Approval to adopt the agenda dated 12/9/2025.

ELECTED OFFICIALS

STUDENT REPRESENTATIVE TO THE BOARD, Jaserah Abdul-Rahim

2. **26-3496** Student Representative, Jaserah Abdul-Rahim of F.W. Springstead High School, to Share an Update of School Related Activities and Events with the Board

PRESENTATIONS

3. **26-3488** Presentation and board approval of the Capital Credit Check from Mr. Benjamin Cooper of Withlacoochee River Electric Cooperative.

   Attachments: Budget Sheet - NO Financial Impact

4. **26-3400** Recognition of the December HCSD Veteran

   Attachments: Budget Sheet - NO Financial Impact

5. **26-3404** Presentation of the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Award

   Attachments: GFOA Certificate
   GFOA Letter
   Budget Sheet - NO Financial Impact

6. **26-3413** Presentation of School Safety Guardians

   Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

APPROVAL OF THE MINUTES

7. **26-3477** Approval of the Minutes from the Organizational & Regular School Board Meeting of 11/18/2025.

   Attachments: 11-18-25 Org Meeting Minutes with links DRAFT

EXPULSION RECOMMENDATIONS

8. **26-3414** Enter a Final Order Expelling the Student in Case No. E2026-11-01 for one (1) academic year.

   Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

9. **26-3415** Enter a Final Order Expelling the Student in Case No. E2026-11-02 for the remainder of the 2025-2026 school year.

   Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

10. **26-3416** Enter a Final Order Expelling the Student in Case No. E2026-11-03 for one (1) academic year.

    Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

11. **26-3430** Enter a Final Order Expelling the Student in Case No. E2026-11-04 for one (1) academic year.

    Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

CITIZEN INPUT ON AGENDA ITEMS (GREEN SPEAKER FORMS)

12. **26-3497** Citizen Input on agenda items (Green Form)

    Attachments: Citizen Input Speaker Green Form 031424 ACC

ADOPTION OF CONSENT AGENDA (Item Numbers 13-57)

Personnel Recommendations

13. **26-3484** Approval of the Personnel Recommendations

Attachments: 25-26 BOARD AGENDA DEC 9 2025
12-9-25 Agenda ESOL
2026 Noninst., PTS & Adm. Supplements for 12-9-25
2026 Inst. Supplements & Differentiated Pay for 12-9-2025

All Other Teaching & Learning Agenda Items

14. **26-3392** Approve out of state travel for Central High School for Assistant Principal, Lisa Mitchell; Counselor, Lindsay Mraz; and Assessment Coordinator, Jennifer Resto to Parris Island, SC to attend Educators Workshop January 27 - 30, 2026.

Attachments: CHS - Parris Island 012726 Budget Sheet

15. **26-3393** Approval of the Agreement between USF and Hernando County School District for USF Athletic Training Affiliation Agreement.

Attachments: USF Affliation agreement for 26 3393.pdf
Budget Sheet Sept 2021 Revised NO Financial Impact ACC.pdf

16. **26-3394** Approve out of state field trip for Central High School Seniors to attend the Senior Class Trip to Washington DC on March 29 - April 3, 2026. Students are traveling with groups from Nature Coast Technical High School and Hernando High School.

Attachments: CHS DC trip 0329 Budget Sheet-2

17. **26-3397** Approve an overnight field trip for the Central High School BETA Club students and teachers to attend the BETA Club State Convention in Orlando, Florida from January 9 - 11, 2026.

Attachments: CHS BETA Club Orlando 010926 Cover Sheet
CHS BETA Club Orlando 010926 Budget Sheet-2

18. **26-3411** Approve the Overnight Field Trip for F.W. Springstead High School Students to the Beta Club Convention in Orlando, Florida from January 9, 2026 through January 10, 2026.

Attachments: Leave of Absence Form - Florida State Beta Convention 2026
SHS Budget Sheet - Florida State Beta Convention 2026

19. **26-3434** Approve the Overnight Field Trip for F.W. Springstead High School Students to Attend the Florida Music Educator Association Conference in Tampa, Florida from January 15, 2026 through January 17, 2026.

Attachments: Leave of Absence - FMEA Conference 2026
SHS Budget Sheet - FMEA Conference 2026

20. **26-3453** Approve an overnight field trip for Powell Middle School Band Students to attend the All-State Ensemble from January 15, 2026 through January 16, 2026 in Tampa, FL.

Attachments: Milage Money Budget

21. **26-3457** Approve overnight field trip for Weeki Wachee High School Chorus student in Tampa, FL to attend the All-State Chorus concert on January 15 - 17, 2026.

Attachments: All State Chorus SB letter
All State Chorus TDL
updated Chorus parent permission
All State Chorus budget

22. **26-3458** Approve overnight travel for Weeki Wachee High School FBLA to Orlando, FL to attend the FBLA State Leadership Conference from March 12, 2026 to March 16, 2026.

Attachments: FBLA SB letter
FBLA TDLs
FBLA budget

23. **26-3459** Approve overnight field trip for Weeki Wachee High School Digital Video Technology class to Tampa, FL to attend the Student Television Network Convention from Feb 28, 2026 to March 3, 2026.

Attachments: DVT SB letter
DVT TDLs
updated DVT parent permission
DVT budget

24. **26-3469** Approve an out of state trip for Central High School HVAC Instructor to attend AHR Expo in Las Vegas, Nevada, from February 3 through 6, 2026.

Attachments: CHS - LOA Waterman 020326
CHS -Budget Sheet Waterman 020326 - 2

25. **26-3472** Approval of the Memorandum of Agreement (MOA) Between the University of Florida Board of Trustees, for the Benefit of Lastinger Center of Learning, and Hernando County School District to Participate in the Florida Tutoring Advantage Program

Attachments: HCSB MOA Lastinger Khan Stamped
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

26. **26-3487** Approve the overnight field trip for the Hernando High School Competitive Cheer Team to attend the National High School Cheer Championship at the ESPN Wide World of Sports Center, Kissimmee, FL

Attachments: Budget Sheet

27. **26-3489** Approve an overnight field trip for Weeki Wachee High School Wrestling to Lake Mary, FL to compete at the Tournament of Champions on Jan 2, 2026-Jan 3, 2026.

Attachments: Wrestling SB letter
Wrestling Jan TDLs
Wrestling Jan Budget

28. **26-3490** Approve overnight in state field trip for Weeki Wachee High School Wrestling to Tallahassee, FL to compete at the Capital City Classic from Feb 6, 2026 - Feb 7, 2026.

Attachments: Wrestling SB letter
Wrestling TDLs Feb
Wrestling Feb budget

All Other Business Services Agenda Items

29. **26-3407** Ratify changes to the contract between the Hernando Classroom Teachers Association and the Hernando School District.

Attachments: TA#1 - Article XVI Insurance
MOU Split Classes
MOU Referendum Supplements
MOU Title I
MOU - Certified School Counselor Scholarship
MOU - ATS Scholarship
Budget Sheet - HCTA Health Ins

30. **26-3408** Ratify changes to the contract between Hernando United School Workers and the Hernando County School District.

Attachments: HUSW - Signed TAs 1-8 & MOU
Budget Sheet - HUSW Step & INS

31. **26-3409** Approval of the annual step increase for Confidential employees and the increase to the Board's contribution towards employee health insurance premiums.

Attachments: Budget Sheet - CONF Step & INS

32. **26-3444** Approve and Authorize the Execution of the Disclosure Statement and Account Maintenance Form by the Board Chairperson and the Superintendent on the Florida Prime Bank Account.

Attachments: FL Prime Acct Maintenance Form
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

33. **26-3445** Approve and Authorize the Execution of the Deposit Account Resolution and Signature Card by the Board Chairperson and the Superintendent to update Authorized Signers on Four (4) Truist Bank Accounts.

Attachments: Resolution HERNANDO COUNTY SCHOOL BOARD 2025.11.21
SignCard HERNANDO COUNTY SCHOOL BOARD_Redacted
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

34. **26-3446** Approve and Authorize the Execution of the Business Account Card and Authorization Designation form by the Board Chairperson and the Superintendent to update authorized signers with Suncoast Credit Union.

Attachments: Business Account Card
Authorization Designation
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

35. **26-3483** Approve Fiscal Year 2025-2026 Budget Amendment No.1 for the Quarter Ending September 30, 2025

Attachments: 26 GF BA 1
26 DSF BA 1
25 CPF BA 1
25 FSF BA 1
25 SRF BA 1
25 ESSER III BA 1

All Other Support Operations Agenda Items

36. **26-3330** Approval of the Proportionate Share Mitigation Agreement with Milkaway Farms.

Attachments: 26-3330 MAF Prop Share Agreement OWNER SIGNED
26-3330 Budget Sheet NO Financial Impact

37. **26-3463** Approval of the Proportionate Share Mitigation Agreement with Pointe Grand at Spring Hill.

Attachments: 26-3463 Pointe Grand PSMA OWNER SIGNED
26-3463 Budget Sheet NO Financial Impact

All Other Purchase Order/Bid Agenda Items

38. **26-3338** Approve the renewal of Bid No. 24-630-07 RN: Paint Products & Sundry Items, awarded to The Sherwin Williams Company, and authorize the purchase of goods, on an as-needed basis, for an estimated annual spending of $70,000.00.

Attachments: 24-630-07 RN Paint and Paint Products (10-07-25)
Budget Sheet Paint

39. **26-3356** Approve the piggyback of the Kissimmee Utility Authority (KUA), RFP No. 21-040-VS: Banking Services, awarded to Regions Bank and approve the piggyback agreement with Regions Bank for the District Visa Card Program for an estimated $70,000.00 in Visa Card rebates.

Attachments: 26-946-26 PB Banking Services (12-09-25)
Addendum (CM) Signed
Attachment A - HCSB Regions Bank Piggy Back (CM) Signed
Exhibit IV -Revenue Share for Hernando County School 2026 (CM) Signed
Budget Sheet

40. **26-3380** Approve contract services with Caissa K12, a student recruitment campaign initiative for the period of one (1) year and authorize the performance-based fee of $935 per qualifying student.

Attachments: Caissa k12 Stamp
CAISSA K12 Student Data Privacy Agreement
State of Florida Affidavit Regarding the Use of Coercion for Labor and Services
Foreign Country of Concern Attestation (PUR 1355)
Standard Addendum to Agreement with the Hernando County School Board
Budget Sheet - No Financial Impact

41. **26-3396** Approve the renewal of the piggyback of OMNIA Partners, Region XIV Education Service Center bid RFP No. 45-22, Technology Solutions, Products and Services awarded to Bluum USA, Inc and authorize the purchase of goods and services for an estimated annual spending of $100,000.00.

Attachments: 26-3396 - Tabulation
26-3396 - Budget Sheet

42. **26-3402** Approval to Reject all Proposals for RFP No. 26-918-08: Comprehensive Educational Facilities Plan.

Attachments: 26-3402 Intent to Reject
26-3402 Budget Sheet NO Financial Impact

43. **26-3406** Approve the renewal of Bid No. 22-450-12 RA RN Architectural and Access Control Hardware, awarded to multiple vendors and authorize the purchases for an estimated annual spending of $600,000.00.

Attachments: 22-450-12 RA RN Architectural and Access Control Hardware (12-9-2025)
Architectural and Access Control hardware Budget sheet (1)

44. **26-3412** Approve the renewal of the piggyback of Hillsborough County Public Schools RFP #22012-MST-KJ, Elevator and Wheelchair Lift Preventative Maintenance, Repair and Upgrades, awarded to Oracle Elevator for the elevator and wheelchair lift preventative maintenance, repair and upgrades, and authorize purchases for an estimated annual amount of $55,000.00.

Attachments: 23-295-16 PB RN Elevator and Wheelchair (12-09-25)
Budget sheet- Elevator and Wheelchair Lift Preventive Maintenance

45. **26-3440** Approve the renewal of bid no.22-934-29 RN: Irrigation Installation, Maintenance, Repairs and Services to AJ's Sprinkler & Pump Services, Inc. for Irrigation goods and services and authorize the purchase of services for an estimated annual spending of $50,000.00.

Attachments: 22-934-29 RN Irrigation Installation & Maintenance (12-09-2025)
Budget sheet - AJ's

46. **26-3442** Approve the purchase of Microsoft licensing from CDW-G and authorize the issuance of a Purchase Order for $214,903.02.

Attachments: CDW - Bid
26-3442 - Budget Sheet

47. **26-3443** Approve the Professional Service Agreement (PSA) and piggyback of Charlotte County Public Schools, RFQu No. 22/23-23 MP: Building Code Administrator, awarded to M.T. Causley, LLC., for building code official services, and authorize the purchase of said services for an estimated annual amount of $150,000.00.

Attachments: 26-3443 Building Code Administrator 26-961-22 PB & PSA with Attachments
26-3443 Budget Sheet Building Code Official

48. **26-3462** Approve the piggyback of Choice Partners, Contract No. 24/023TC-23: Maintenance, Repair & Operations (MRO) Parts, Equipment and Related Services, awarded to Parts Town, LLC. for an estimated annual expenditure of $55,000.

Attachments: BID 26-968-27 PB Choice Partners
FNS Budget Sheet Parts Town
Maintenance Budget Sheet Parts Town

49. **26-3467** Award Bid No. 26-380-13: Milk, Dairy & Juice Products awarded to TG Lee Dairy and M&B Products with an estimated annual expenditure of $1,500,000.00.

Attachments: Milk, Dairy and Juice Agenda Item
Milk, Dairy and Juice Budget Sheet

50. **26-3468** Approve the purchase of contracted services from Kagan Publishing and Professional Development for a total of 9 workshop sessions, to include Cooperative Learning (1-day for Brooksville Elementary, JD Floyd Elementary, DS Parrott Middle, Deltona Elementary, and Moton Elementary) and Brain Friendly Teaching (1-day for Brooksville Elementary, JD Floyd Elementary, DS Parrott Middle, and Deltona Elementary), along with course materials. These will be purchased using available funds from the Comprehensive Support Grant for a total of $77,222.00. This purchase will be contingent upon the approval of the Comprehensive Support Grant.

Attachments: Kagan Quote
Affidavit Regarding the Use of Coercion for Labor and Services - Customer #187920
Federal Terms & Conditions for Contracts - Customer 187920 (1)
PUR Kagan
Sole Source - KPD
Kagan Budget Sheet

51. **26-3471** Approve the Guaranteed Maximum Price Amendment to the contract with Wharton-Smith, Inc., for construction goods and services for Remodeling Building 4 & 6 for Eastside Elementary School and authorize the purchase of construction goods and services for $5,652,947.00 using half-cent funds.

Attachments: 26-3471 HCSD EES Reno GMP WSI Signed
26-3471 Budget Sheet EES Reno GMP

52. **26-3475** Approve the piggyback of the Sourcewell Cooperative Purchasing Solutions, RFP No. 020923/Contract No. 020923-GNR: Portable Construction Equipment with Related Accessories and Attachments, awarded to Generac Power System, Inc., and authorize purchases for an estimated annual amount of $350,000.00.

Attachments: 26-3475 Portable Construction Equipment 26-936-28 PB
26-3475 Budget Sheet Portable Construction Equipment

53. **26-3476** Approve the piggyback of the State of Florida, Department of Management Services, ACS Contract No. 55000000-23-NY-ACS, Books, Serials, Databases, and Library Resource Management Products, awarded to multiple vendors and authorize the purchase of goods and services for an estimated annual amount of $55,000.00

Attachments: 26-998-30 PB Library Resources (12-09-25)
Budget Sheet

54. **26-3482** Approve the renewal of the Piggyback of the Pennsylvania Education Purchasing Program (PEPPM) Cooperative Purchasing Contract, Bid No. 535802/Contract No. 535802-001: Hardware, Software, Related Services and Other Branded Products, awarded to Apple, Inc. Education and authorize the purchase of the goods and services for an estimated annual amount of $100,000.00.

Attachments: 26-3482 Tabulation
26-3482 Budget Sheet

55. **26-3485** Approve the renewal of Bid No. 24-207-09 RN, Toner Cartridges & Drum Kits-New & Refurbished/Remanufactured, awarded to multiple vendors and authorize the purchase of toner cartridges & drum kits as needed, district-wide for an estimated annual spending of $220,000.00.

Attachments: 26-3485 Tabulation
26-3485 Budget Sheet

56. **26-3486** Approve the renewal of Sophos Central Intercept X Advanced Subscription License and related services from CDW-G and authorize the issuance of a purchase order for the amount of $237,790.00.

Attachments: CDW - Bid
26-3486 Budget Sheet

All Other School Board Agenda Items

57. **26-3474** Approval Requested for out of county travel for School Board Member(s) to attend the FSBA 39th Annual Day in the Legislature January 28-29, 2025 in Tallahassee, FL that may exceed $500 per Board Member.

Attachments: Day in the Legislature_ 2026_Tentative Agenda
FSBA 39th Annual Day in the Legislature- Cost Breakdown
FSBA 39th Annual Day in the Legislature Budget Sheet

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK SPEAKER FORMS)

58. **26-3498** 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 Clean 031424

INFORMATIONAL AGENDA ITEMS

59. **26-3473** Deductive Change Order 002 to the contract with Williams Company Tampa for New Classroom & Cafeteria Buildings for Eastside Elementary School is provided for the Board's information. No board action is required.

Attachments: 26-3473 Change Order 002 EES Classroom & Cafeteria ODP
26-3473 Budget Sheet NO Financial Impact

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

ADJOURNMENT

The next School Board Meetings are scheduled for January 13, 2026:
1:00 PM - Informal Meeting
2:00 PM - Workshop
6:00 PM - Regular Meeting

Hernando School District

School Board Regular Meeting

Agenda Item # 1. 26-3495 12/9/2025

Title and Board Action Requested
Approval to adopt the agenda dated 12/9/2025.

Executive Summary
The Superintendent of Schools, hereby requests the Board adopt the agenda dated 12/9/2025.

My Contact
Ray Pinder
Superintendent of Schools

2023-28 Strategic Focus Area
Other

Financial Impact
No Financial Impact

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

Agenda Item # 2. 26-3496 12/9/2025

Title and Board Action Requested
Student Representative, Jaserah Abdul-Rahim of F.W. Springstead High School, to Share an Update of School Related Activities and Events with the Board

Executive Summary
Student Representative, Jaserah Abdul-Rahim of F.W. Springstead High School, to Share an Update of School Related Activities and Events with the Board

My Contact
Jaserah Abdul-Rahim
Student Representative to the School Board

2023-28 Strategic Focus Area
Priority 1: Student Success

Financial Impact
No Financial Impact

Agenda Item # 3. 26-3488 12/9/2025

Title and Board Action Requested
Presentation and board approval of the Capital Credit Check from Mr. Benjamin Cooper of Withlacoochee River Electric Cooperative.

Executive Summary
The Director of Communications, on behalf of the Superintendent of Schools, hereby requests the Board accept the Capital Credit Check from Mr. Benjamin Cooper, District Manager for the West Hernando District of Withlacoochee River Electric Cooperative.

My Contact
Aaron Ellerman
Director of Communications
352-797-7070 ext. 129
ellerman_a@hcsb.k12.fl.us

2018-23 Strategic Focus Area
Pillar 4: Communication & Community Engagement

Financial Impact
See attached budget sheet

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 4. 26-3400 12/9/2025

Title and Board Action Requested
Recognition of the December HCSD Veteran

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

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

2023-28 Strategic Focus Area
Priority 4: Community Connection

Financial Impact
See attached budget sheet.

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

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 5. 26-3404 12/9/2025

Title and Board Action Requested
Presentation of the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Award

Executive Summary
The Director of Communications, on behalf of the Superintendent of Schools, hereby requests the Board to recognize the Finance and Budget Department for their 22nd consecutive year of receiving the GFOA Certificate of Achievement for Excellence in Financial Reporting Award for its annual comprehensive financial report for the fiscal year ended June 30, 2024.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

My Contact
Aaron Ellerman
Director of Communications
352-797-7070 Ext. 129
ellerman_a@hcsb.k12.fl.us

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.

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

District School Board of Hernando County Florida

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2024

Christopher P. Morrill

Executive Director/CEO

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

10/13/2025

Ray Pinder
Superintendent
District School Board of Hernando County, Florida

Dear Ray:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2024 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine

Michele Mark Levine
Director, Technical Services

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 6. 26-3413 12/9/2025

Title and Board Action Requested
Presentation of School Safety Guardians

Executive Summary
The Director of Safe Schools, on behalf of the Superintendent of Schools, presents the fourth annual class of School Safety Guardians to the Board for recognition of having completed the required training to earn certification. School Safety Guardian training was provided by Hernando County Sheriff's Office personnel in cooperation and support of Hernando County School District's efforts to maintain and enhance school safety.

My Contact
Angel Pagan
Director of Safe Schools
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.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 7. 26-3477 12/9/2025

Title and Board Action Requested
Approval of the Minutes from the Organizational & Regular School Board Meeting of 11/18/2025.

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

My Contact
Kelly A. Pogue
Executive Office Manager to the School Board and General Counsel
Pogue_k@hcsb.k12.fl.us

2023-28 Strategic Focus Area
Other

Financial Impact
No Financial Impact

Hernando School District

Organizational & Regular School Board Meeting

Minutes - Draft

Tuesday, November 18, 2025 **10:00 AM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL 34601

CALL TO ORDER

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

This meeting was called to order at 10:03 A.M. Also present were Robert Meyers, School Board Attorney, and Ray Pinder, Superintendent. Mr. Pinder stated that he will preside over the meeting until a new chair and vice chair are selected.

REFLECTION

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

1. 26-3383 Approval to adopt the agenda dated 11/18/2025.

RESULT: **ADOPTED**
MOVER: Susan Duval
SECONDER: Mark Johnson
AYES: Vice Chair Rodriguez, Board Member Johnson, Board Member Bonczek, Board Member Duval, and Board Chair Hawkins

REORGANIZATION OF THE SCHOOL BOARD

2. 26-3417 Election of a Chairperson to the School Board

Mr. Pinder called for nominations for a new chair. Ms. Duval nominated Mrs. Hawkins. Mrs. Hawkins nominated Mrs. Rodriguez. There were no other nominations. Mr. Pinder called to close the nominations. He asked for a motion to elect Kayce Hawkins as chair. Motion was made by Mrs. Bonczek and seconded by Mr. Johnson. Motion passes 3-2 with Hawkins and Rodriguez voting no.

3. 26-3418 Election of a Vice Chairperson to the School Board

Mr. Pinder called for nominations for a new vice chair. Mrs. Bonczek nominated Mrs. Rodriguez. There were no other nominations. Mr. Pinder called to close the

nominations. He asked for a motion to elect Shannon Rodriguez as vice chair. Motion was made by Mr. Johnson and seconded by Mrs. Bonczek. Motion passes 5-0.

The gavel was passed to Mrs. Hawkins. The board recessed at 10:11 A.M. and reconvened at 10:15 A.M.

SCHEDULING OF DATE AND TIME FOR REGULAR MEETINGS OF THE SCHOOL BOARD

4. **26-3419** Approval of the Schedule of Regular School Board Meetings from December 2025 through the Organizational Meeting in November 2026.

Attachments: TENTATIVE School Board Meetings

RESULT: **ADOPTED**
MOVER: Susan Duval
SECONDER: Michelle Bonczek
AYES: Vice Chair Rodriguez, Board Member Johnson, Board Member Bonczek, Board Member Duval, and Board Chair Hawkins

APPOINTMENTS

5. **26-3420** Designate School Board Members to serve on various committees.

Attachments: Board Committee List Nov 2025 Tentative 111825

RESULT: **ADOPTED**
MOVER: Michelle Bonczek
SECONDER: Susan Duval
AYES: Vice Chair Rodriguez, Board Member Johnson, Board Member Bonczek, Board Member Duval, and Board Chair Hawkins

The board discussed the various committee assignments.

APPROVAL OF THE MINUTES

6. **26-3421** Approval of the Minutes from the Interlocal Governmental Meeting on October 15, 2025; and the Minutes from the Workshop and Regular School Board Meeting on October 21, 2025.

Attachments: 10-15-25 Interlocal Minutes with links DRAFT
10-21-25 Workshop Minutes with links DRAFT
10-21-25 Regular Meeting Minutes with links DRAFT

RESULT: **ADOPTED**
MOVER: Susan Duval
SECONDER: Michelle Bonczek
AYES: Vice Chair Rodriguez, Board Member Johnson, Board Member Bonczek, Board Member Duval, and Board Chair Hawkins

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

7. **26-3422** Citizen Input on agenda items (Green Form)

Attachments: Citizen Input Speaker Green Form 110917 ACC

No one came forward to speak on this item.

ADOPTION OF CONSENT AGENDA

Personnel Recommendations

RESULT: **APPROVED THE CONSENT AGENDA**
MOVER: Susan Duval
SECONDER: Michelle Bonczek

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

8. **26-3428** Approval of the Personnel Recommendations

Attachments: 25-26 BOARD AGENDA NOV 18 2025
11-18-25 CORE OOF Board Agenda
ESOL - 11.18.25 Agenda
2026 Noninst., PTS & Adm. Supplements for 11-18-25
2026 Inst. Supplements & Differentiated Pay for 11-18-25

All Other Teaching & Learning Agenda Items

9. **26-3435** Approve an Overnight Field Trip for F.W. Springstead High School Students to Attend the 2026 Florida Future Educators of America (FFEA) State Conference in Orlando, FL from January 16 - 18, 2026.

Attachments: Budget Sheets

All Other Support Operations Agenda Items

10. **26-3403** Approval of Two Revised Settlement Agreements for the Sunrise Development.

Attachments: 26-3403 PE Developer Settlement Agreement Owner and CJW signed
26-3403 PE Hernando County Settlement Agreement CJW Signed
26-3403 Budget Sheet NO Financial Impact ACC

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

11. **26-3423** 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 110917 ACC
11-18-25 Meeting Handout by DR Lewis (pink)

Mr. Meyers read the instructions for this item. The following citizens came forward to speak: D. Robert Lewis, Thomas Kelly, and Misty Laushot.

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

ADJOURNMENT

This meeting adjourned at 10:48 A.M.

Superintendent **Board Chair**

Agenda Item # 8. 26-3414 12/9/2025

Title and Board Action Requested
Enter a Final Order Expelling the Student in Case No. E2026-11-01 for one (1) academic year.

Executive Summary
The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board expel one student from Endeavor & Discovery Academy for one (1) academic year for committing multiple Level III violations of the Student Code of Conduct.

My Contact
Jill Kolasa, Director
Student Services
(352) 797-7008

2023-28 Strategic Focus Area
Priority 3: Safe and Healthy Learning Environment

Financial Impact
The cost of 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.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 9. 26-3415 12/9/2025

Title and Board Action Requested
Enter a Final Order Expelling the Student in Case No. E2026-11-02 for the remainder of the 2025-2026 school year.

Executive Summary
The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board expel one student from D.S. Parrott Middle School for the remainder of the 2025-2026 school year for committing a Level III violation of the Student Code of Conduct.

My Contact
Jill Kolasa, Director
Student Services
(352) 797-7008

2023-28 Strategic Focus Area
Priority 3: Safe and Healthy Learning Environment

Financial Impact
The cost of 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.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 10. 26-3416 12/9/2025

Title and Board Action Requested
Enter a Final Order Expelling the Student in Case No. E2026-11-03 for one (1) academic year.

Executive Summary
The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board expel one student from Endeavor & Discovery Academy for one (1) academic year for committing a Level IV violation of the Student Code of Conduct.

My Contact
Jill Kolasa, Director
Student Services
(352) 797-7008

2023-28 Strategic Focus Area
Priority 3: Safe and Healthy Learning Environment

Financial Impact
The cost of 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.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 11. 26-3430 12/9/2025

Title and Board Action Requested
Enter a Final Order Expelling the Student in Case No. E2026-11-04 for one (1) academic year.

Executive Summary
The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board expel one student from Endeavor & Discovery Academy for one (1) academic year for committing a Level III violation of the Student Code of Conduct.

My Contact
Jill Kolasa, Director
Student Services
(352) 797-7008

2023-28 Strategic Focus Area
Priority 3: Safe and Healthy Learning Environment

Financial Impact
The cost of 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.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name: _____

Account Number: _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number: _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number: _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 12. 26-3497 12/9/2025

Title and Board Action Requested
Citizen Input on agenda items (Green Form)

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

My Contact
Ray Pinder
Superintendent of Schools

2023-28 Strategic Focus Area
Priority 3: Community Connection

Financial Impact
There is no financial impact

AGENDA ITEM COMMENT FORM FOR SPEAKERS

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

LEGAL NAME/**PRINTED**: _____

LEGAL ADDRESS: _____

PHONE: (_____) _____

Identify agenda item to be addressed:

Ex.) Agenda item #: 10

Agenda item #: _____

Agenda item #: _____

Guidelines:

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

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

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

Signature of speaker: _____

Chairperson's Approval of form: _____

FOR OFFICE USE ONLY:

Date Received: _____

Time Received: _____

Hernando County School Board
CODE OF CIVILITY

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

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

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

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

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

Hernando School District

School Board Regular Meeting

Agenda Item # 13. 26-3484 12/9/2025

Title and Board Action Requested
Approval of the Personnel Recommendations

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

My Contact
Alexis Brown
Director of Human Resources
352-797-7070 Ext. 70445
brown_a1@hcsb.k12.fl.us

2023-28 Strategic Focus Area
Priority 2: Talent Management

Financial Impact
See attached budget sheet.

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

I. CONSENT AGENDA

A. Approval of Personnel Recommendation

1. Instructional Leaves

Return from Leave Early

First Name	Last Name	Position	Site	Return Date
Michelle	Haenel	Teacher	PGES	11/10/25
Shawnee	Wiggins	Teacher	SHES	11/03/25

2. Instructional Appointments and Approval of Probationary Contract

First Name	Last Name	Position	Site	Date
Andrea	Jensen	Teacher	DES	11/19/25
Megan	Jonas	Teacher	SHES	11/12/25
Gerald	Pearson	Teacher	WWK8	10/27/25
Megan	Reed	Teacher	MES	11/12/25

3. Approve Out-of-Field Teachers: (ESOL) See Attached

4. Instructional Transfers

First Name	Last Name	From	To	Date
Allison	Earl	School Social Worker, CES	School Social Worker, Student Services	11/03/25
Dustin	Thomas	Teacher, DSPMS	Teacher, CHS	11/10/25

5. Instructional Separations

First Name	Last Name	Position	Site	Date	Type
Rebeca	Bradway	Teacher	DSPMS	11/07/25	Probationary Release
Maria	Estrada	School Social Worker	Student Services	01/05/26	Resignation
Michael	Miller	Teacher	JDFES	11/06/25	Probationary Release
Joseph	Murphy	Teacher	EES	12/19/25	Resignation
Matthew	Perlegis	Teacher	WWHS	11/06/25	Resignation
Christopher	Seitz	Teacher	CHS	12/01/25	Resignation
NajamusSabah	Siddiqui	Teacher	CHS	11/07/25	Probationary Release
Samantha	Stephens	Teacher	EK8	10/31/25	Abandoned Position

6. Administrative Separations

First Name	Last Name	Position	Site	Date	Type
Joy	Gorham	Assistant Principal	WWK8	11/21/25	Resignation
David	Laroche	Assistant Principal	FWSHS	12/23/25	Resignation

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

First Name	Last Name	Position	Site	Date
Sandra	Constantino	Bus Operator	Transportation	11/10/25
Gracie	Cornell	Environmental Services Tech III	SHES	10/30/25
Kenneth	Hollar	Paraprofessional	WHMS	10/30/25
Cindy	Kemp	Paraprofessional	SHES	11/04/25
Gladimar	Torres Rodriguez	School Health Professional	FWSHS	11/10/25

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

First Name	Last Name	From	To	Date
Stephanie	Greene	Paraprofessional, CHS	Paraprofessional, JDFES	11/03/25
Stephen	Hewitt	Environmental Services Tech I, PGES	Environmental Services Tech I, EK8	11/04/25
Jason	Paisley	Lawn Turf Maintenance I, Maintenance	Lawn Turf Maintenance III, Maintenance	10/27/25
Thomas	Robinson	Environmental Services Tech I, EK8	Environmental Services Tech I, PGES	11/05/25
Milva	Rodriguez	Paraprofessional II, FCMS	Paraprofessional II, FWSHS	11/03/25

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

First Name	Last Name	Position	Site	Date	Type
Leslie	Alvarado	Food/Nutrition Services Associate	PMS	11/13/25	Resignation
Sabrina	Barnes	Paraprofessional	WWHS	11/14/25	Probationary Release
Steven	Blum	Bus Operator	Transportation	11/04/25	Probationary Release
Keely	Coure	Paraprofessional	MES	11/21/25	Resignation
Gina	Gibson	Bus Operator	Transportation	11/04/25	Probationary Release
Samantha	Lewis-Revels	Environmental Services Tech I	DSPMS	11/07/25	Resignation
Dorota	McDowell	Bus Attendant	Transportation	11/21/25	Resignation
Robert	Pitcock	Environmental Services Tech III	SHES	12/19/25	Retirement
William	Robles	Bus Operator	Transportation	11/07/25	Probationary Release
Helen	Wintz	Food/Nutrition Services Associate	CES	10/30/25	Resignation

10. Other
Additional Duty, and/or Additional Days/Hours

Name	Position - Site	Activity	Date	Total Hrs	Funding
Cheryl Carlson	Paraprofessional, MES	Youth Mental Health First Aid Training	11/04/25	3.5 Total	Mental Health
Simone Drake	Teacher, BES	4th & 5th Grade ELA Extended Learning Program	10/29/25	8.25 Total	Title I
Jodi Fell	Teacher, BES	DOE Corrective Action	10/06/25	5 Total	IDEA
James Jamnick	Teacher, ENDV	Instruction in Math	08/11/25	42 Total	IDEA
Bridie Jones	Teacher, DSPMS	Extended Learning	11/19/25	21 Total	Title I
Shacory Lindo	Teacher, DSPMS	Facilitated Lesson Planning after School	11/17/25	23 Total	Title I
Gladimar Torres Rodriguez	Paraprofessional, FWSJS	Youth Mental Health First Aid Training	11/04/25	3.5 Total	Mental Health
Ashley Velez	Teacher, Title I	Fall EPLT Event at WHMS	11/14/25	4 Total	Title IV

Approve Teacher(s), Fall EPLT Event at WHMS (Academic Services) - 11/14/2025 - 4 Max Total Hrs. (Title IV)

First Name	Last Name
Aimee	Crisp
Tina	Deets
Angelina	Haripersad
Rosa	Pease
Trisha	Wise

Approve Teacher(s), College and Career Showcase (Academic Services) - 11/05/2025 - 3 Total Hrs. (Industry Certification)

First Name	Last Name
Traci	Athanason
Barry	Beyerl
Baethann	Brooks
Keane	Chapman
Jennifer	Dill
David	Hibbert
Frank	Horton
Michael	Jones
Kathleen	Kennedy
Keith	Knecht
Mason	Lewis
Quynh	Mai
Elizabeth	Pierce
Robert	Rasmussen
Paula	Sanders

Hunter	Schwefringhaus
James	Skipper
Dawn	Staub
Tina	Vieira
Corey	Waterman
Jason	Whitman
Sheena	Williams
Joseph	Wright

Approve Teacher(s), College and Career Showcase (Academic Services) - 11/05/2025 - 3 Total Hrs. (Perkins)

First Name	Last Name
Brent	Benware
Morgan	Gonzalez
Corrie	Mahla
Jonathan	Souza

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

First Name	Last Name
Cathryn	Enzweiler
Cynthia	Rogers

11. Drop Program Participant(s)

First Name	Last Name	Position	Site	Date
Sheree	Carman	Teacher	WWK8	10/01/25

12. Supplements - see attached list(s)

Running Total (Per Attached List) 2025-2026 School Year

$	2,662,234.54	Instructional
$	132,631.29	Noninstructional
$	2,794,865.83	Sub-Total
$	639,465.30	Benefits (22.88%)
$	3,434,331.13	Total

2025 - 2026 ESOL: Out-of-Field Teachers

Agenda December 9, 2025

Site	Name		Assignment	Total Points Needed	Required Points This Year
DES	Stackel	Shannan	ESE	300	60

NONINSTRUCTIONAL, PROFESSIONAL/TECHNICAL & ADMINISTRATIVE SUPPLEMENTS 2025-2026			
		Board Action 12/9/2025	
Valure, Carol	Student Svcs	Degree Supplement BA 196/8 (eff 10/13/25)	$ 525.60
Bratcher, Vanessa	EES	School Health Prof - CMA	$ 1,750.00
		Total From Previous Agenda 11/18/25	$ 130,355.69
		Total Noninstructional/PTS/Adm. Supplements	$ 132,631.29

INSTRUCTIONAL SUPPLEMENTS/DIFFERENTIATED PAY FOR ADDITIONAL DUTIES 2025-2026									
		Board Action 12/9/2025							
Lindo, Shacory	DSPMS	Coach - Track Asst. (Equity)	$ 900.00						
Erb, Dawn	SHS	Extra Class - PreIB - BA (eff 10/15/25)	$ 2,741.75						
Juergensmeyer, Julia	SHS	Coach - Cheer JV (split 50/50) - eff 10/17/25)	$ 463.96						
Nelson, Tami	SHS	Coach - Cheer JV (split 50/50) - eff 10/9/25	$ 497.10						
Milholland, Eric	HR	Lead Mentor 1st Semester	$ 250.00						
Milholland, Eric	HR	Lead Mentor 2nd Semester	$ 250.00						
Kusnierczak, Lauren	HR	Lead Mentor 1st Semester	$ 250.00						
Kusnierczak, Lauren	HR	Lead Mentor 2nd Semester	$ 250.00						
Chin, Alexis	HR	ATS Mentor 1st Semester - SES (Ballistrea)	$ 750.00						
Chin, Alexis	HR	ATS Mentor 2nd Semester - SES (Ballistrea)	$ 750.00						
Martin, Milton	DSPMS	Coach - Basketball Head Girls (Eff. 10/27/25)	$ 1,060.57						
Neal, Lamon	DSPMS	Coach - Basketball Head Girls (Ended 10/26/25)	$ 454.58						
Taylor, Taylor	BES	Lunch Duty - 30 minutes (eff. 10/14/25)	$ 793.48						
Toler, William	SHS	Coach - Cross Country Head Boys & Girls JV	$ 945.00						
Balmer, Erika	SES	Advanced Degree - MA (Eff. 10/27/25)	$ 1,738.57						
Reynolds, Marisa	HR	ATS Mentor 1st Semester - CK8 (Reiter)	$ 750.00						
Reynolds, Marisa	HR	ATS Mentor 2nd Semester - CK8 (Reiter)	$ 750.00						
Howard, Amy	HR	ATS Mentor 1st Semester - SES (Garren)	$ 750.00						
Howard, Amy	HR	ATS Mentor 2nd Semester - SES (Garren)	$ 750.00						
Smith, Kelly	DSPMS	Lunch Duty - 30 minutes (eff 11/10/25)	$ 687.94						
Woolcock, Jeremy	WWHS	Coach - Track Head Varsity Boys	$ 2,735.25						
Santiago, Michael	CHS	Coach - Soccer Varsity Girls (eff. 10/22)	$ 2,524.80						
Brooks, Kristopher	CHS	Coach - Soccer Varsity Boys (eff. 10/22)	$ 2,524.80						
Brooks, Debra	Acad. Svcs	Lead Mentor - 1st Semester - WWHS	$ 250.00						
Visceglie, Stacey	Acad. Svcs	Lead Mentor - 1st Semester - WWK8	$ 250.00						
DiFresco, Dawn	Acad. Svcs	Lead Mentor - 1st Semester - Student Svcs	$ 250.00						
Dodson, Jennifer	Acad. Svcs	Lead Mentor - 1st Semester - CHS	$ 250.00						
Baeza, Cheryl	Acad. Svcs	Lead Mentor - 1st Semester - WES	$ 250.00						
Schlechter, David	Acad. Svcs	Lead Mentor - 1st Semester - FCMS	$ 250.00						
Brunner, Laura	Acad. Svcs	Lead Mentor - 1st Semester - NCTHS	$ 250.00						
Barile, Roseann	Acad. Svcs	Lead Mentor - 1st Semester - SHS	$ 250.00						
Wilkerson, Christine	Acad. Svcs	Lead Mentor - 1st Semester - CES	$ 250.00						
Hard, Lisa	Acad. Svcs	Lead Mentor - 1st Semester - DES	$ 250.00						
Kidd, Robin	Acad. Svcs	Lead Mentor - 1st Semester - MES	$ 250.00						
Wright, Tara	Acad. Svcs	Lead Mentor - 1st Semester - HHS	$ 250.00						
Gibson, Patricia	Acad. Svcs	Lead Mentor - 1st Semester - BES	$ 250.00						
Shaw, James	Acad. Svcs	Lead Mentor - 1st Semester - EES	$ 250.00						
McCalla, Stacy	Acad. Svcs	Lead Mentor - 1st Semester - DSPMS	$ 250.00						
Romanello, Jennine	Acad. Svcs	Lead Mentor - 1st Semester - CK8	$ 250.00						
Fischer, Jocelyn	Acad. Svcs	Lead Mentor - 1st Semester - EK8	$ 250.00						
Blazsek, Dana	Acad. Svcs	Lead Mentor - 1st Semester - FES	$ 250.00						
Monroe, Stacey	Acad. Svcs	Lead Mentor - 1st Semester - PGES	$ 250.00						
Reiter, Karen	Acad. Svcs	Lead Mentor - 1st Semester - PMS	$ 250.00						
Treanor, Sarah	Acad. Svcs	Lead Mentor - 1st Semester - SHES	$ 250.00						
Faillace, Brittany	Acad. Svcs	Lead Mentor - 1st Semester - SES	$ 250.00						
Buse, Jessica	Acad. Svcs	Lead Mentor - 1st Semester - WHMS	$ 250.00						
Faillace, Brittany	Acad. Svcs	Mentor 1st Semester - SES Fink	$ 750.00						
Kepner, Lisa	Acad. Svcs	Mentor 1st Semester - PMS Rodriguez	$ 750.00						
Wright, Karen	Acad. Svcs	Mentor 1st Semester - PMS Hatfield	$ 750.00						
Maiorini, Cynthia	Acad. Svcs	Mentor 1st Semester - PGES Ferreira	$ 750.00						
Seitz, Bethany	Acad. Svcs	Mentor 1st Semester - EK8 Desmond	$ 750.00						
Schwartz, Heather	Acad. Svcs	Mentor 1st Semester - EK8 Darrah	$ 750.00						
Manning, Denise	Acad. Svcs	Mentor 1st Semester - EK8 Aviolla	$ 750.00						
Dunn, Julia	Acad. Svcs	Mentor 1st Semester - EK8 Rice	$ 750.00						
Elefante-Edwards, Tina	Acad. Svcs	Mentor 1st Semester - EK8 Caudill	$ 750.00						
Longo, Deirdre	Acad. Svcs	Mentor 1st Semester - HHS Vollmer	$ 750.00						
Spears, Caitlin	Acad. Svcs	Mentor 1st Semester - BES White	$ 750.00						
Palka, Dana	Acad. Svcs	Mentor 1st Semester - BES Holakowski	$ 750.00						
Harrin, Joseph	Acad. Svcs	Mentor 1st Semester - DSPMS Christensen	$ 750.00						
Bates, Jessica	Acad. Svcs	Mentor 1st Semester - DSPMS Zipperer	$ 750.00						
Shaw, James	Acad. Svcs	Mentor 1st Semester - EES Willis	$ 750.00						
Salinas, Leslie	Acad. Svcs	Mentor 1st Semester - HHS Gresco	$ 750.00						
Salinas, Leslie	Acad. Svcs	Mentor 1st Semester - HHS Cole	$ 750.00						
Kidd, Robin	Acad. Svcs	Mentor 1st Semester - MES Pastor	$ 750.00						
Coffel, Emma	Acad. Svcs	Mentor 1st Semester - MES Hackett	$ 750.00						
Kronenfeld, Jennifer	Acad. Svcs	Mentor 1st Semester - WWK8 Torres	$ 750.00						
Santiago, Laura	Acad. Svcs	Mentor 1st Semester - WWHS Santiago	$ 750.00						
Ilowit, Isaiah	Acad. Svcs	Mentor 1st Semester - Student Svcs Holden	$ 750.00						
Smith, Caley	Acad. Svcs	Mentor 1st Semester - DES Marosi	$ 750.00						
Donaghy, Garrett	Acad. Svcs	Mentor 1st Semester - DES Baeza	$ 750.00						
McCaffrey, Jerry	Acad. Svcs	Mentor 1st Semester - DES Gonzalez	$ 750.00						
Norford, Charlotte	Acad. Svcs	Mentor 1st Semester - DES Reidinger	$ 750.00						
Gemmati, Susan	Acad. Svcs	Mentor 1st Semester - FCMS Dyer	$ 750.00						
Walker, Dana	Acad. Svcs	Mentor 1st Semester - FCMs Wright	$ 750.00						
Domico, Marianne	Acad. Svcs	Mentor 1st Semester - CHS Stevenson	$ 750.00						
Torres, Bonnie	Acad. Svcs	Mentor 1st Semester - CHS Reed	$ 750.00						
McCarthy, Ross	Acad. Svcs	Mentor 1st Semester - CHS Saltzberg	$ 750.00						
Dancsak, Christina	Acad. Svcs	Mentor 1st Semester - ESE Gines-Calderon	$ 750.00						
LeDeux Weiler, Mary	Acad. Svcs	Mentor 1st Semester - ESE Newberry	$ 750.00						
DiCaro, Melissa	Acad. Svcs	Mentor 1st Semester - Student Svcs Rivera	$ 750.00						
DiFresco, Dawn	Acad. Svcs	Mentor 1st Semester - Student Svcs Webster	$ 750.00						
Gereaux, Pamela	Acad. Svcs	Mentor 1st Semester - Student Svcs Minch	$ 750.00						
Maul, Theresa	Acad. Svcs	Mentor 1st Semester - Student Svcs Gonzalez	$ 750.00						
Watkins, Melissa	Acad. Svcs	Mentor 1st Semester - Student Svcs Holmes	$ 750.00						
Crisci, April	Acad. Svcs	Mentor 1st Semester - BES DeRamus	$ 750.00						
Wilson, Christi	Acad. Svcs	Mentor 1st Semester - BES Rivera-Santiago	$ 750.00						

Lancaster, Jenna	Acad. Svcs	Mentor 1st Semester - BES Young	$ 750.00						
Lovelock, Nancy	Acad. Svcs	Mentor 1st Semester - BES Neblock	$ 750.00						
Brown, Theresa	Acad. Svcs	Mentor 1st Semester - BES Aguayo	$ 750.00						
Neal, Lamon	Acad. Svcs	Mentor 1st Semester - DSPMS Colvard	$ 750.00						
Neal, Lamon	Acad. Svcs	Mentor 1st Semester - DSPMS Flynn	$ 750.00						
Bates, Jessica	Acad. Svcs	Mentor 1st Semester - DSPMS Aviles	$ 750.00						
McCalla, Stacy	Acad. Svcs	Mentor 1st Semester - DSPMS Primeau	$ 750.00						
McCalla, Stacy	Acad. Svcs	Mentor 1st Semester - DSPMS Anderson	$ 750.00						
Milholland, Eric	Acad. Svcs	Mentor 1st Semester - DSPMS Abuhmaid (eff 9/15)	$ 515.46						
Kelliher, Andrea	Acad. Svcs	Mentor 1st Semester - DSPMS White (eff 9/15)	$ 515.46						
Frampton, Brandon	Acad. Svcs	Mentor 1st Semester - EES Oliveira	$ 750.00						
Garrow, Susan	Acad. Svcs	Mentor 1st Semester - EES Rich	$ 750.00						
Shaw, James	Acad. Svcs	Mentor 1st Semester - EES Crum	$ 750.00						
Vivelo, Jaclyn	Acad. Svcs	Mentor 1st Semester - EES Capel	$ 750.00						
Brandhuber, Christina	Acad. Svcs	Mentor 1st Semester - EES Dadez	$ 750.00						
White, Nicole	Acad. Svcs	Mentor 1st Semester - EES Johnson	$ 750.00						
Paselio, Robin	Acad. Svcs	Mentor 1st Semester - HHS Rydzik	$ 750.00						
Paselio, Robin	Acad. Svcs	Mentor 1st Semester - HHS Agyemang	$ 750.00						
Lewis, Mason	Acad. Svcs	Mentor 1st Semester - HHS Staub	$ 750.00						
Lewis, Mason	Acad. Svcs	Mentor 1st Semester - HHS Jones	$ 750.00						
Michaels, Heather	Acad. Svcs	Mentor 1st Semester - HHS Upasana	$ 750.00						
Wright, Tara	Acad. Svcs	Mentor 1st Semester - HHS Murugeson	$ 750.00						
Knierim, Shaunna	Acad. Svcs	Mentor 1st Semester - HHS Kerr	$ 750.00						
Jones, Latressa	Acad. Svcs	Mentor 1st Semester - HHS Dean	$ 750.00						
Longo, Deirdre	Acad. Svcs	Mentor 1st Semester - HHS Aske	$ 750.00						
Bugner, Kimberly	Acad. Svcs	Mentor 1st Semester - MES Russell (eff 10/20)	$ 320.21						
Mills, Jodi	Acad. Svcs	Mentor 1st Semester - MES Sierra Rivera	$ 750.00						
Hardy, Rachal	Acad. Svcs	Mentor 1st Semester - MES McNulty	$ 750.00						
Becker, Dawn	Acad. Svcs	Mentor 1st Semester - MES Cabbage	$ 750.00						
Holtz, Savannah	Acad. Svcs	Mentor 1st Semester - MES Ramiriz	$ 750.00						
Holtz, Savannah	Acad. Svcs	Mentor 1st Semester - MES Nieves	$ 750.00						
Maternowski, Adam	Acad. Svcs	Mentor 1st Semester - WWHS Curry	$ 750.00						
Woolcock, Jeremy	Acad. Svcs	Mentor 1st Semester - WWHS Dronov (eff 8/25)	$ 632.61						
Buckey, Adam	Acad. Svcs	Mentor 1st Semester - WWHS Alonso	$ 750.00						
Brooks, Debra	Acad. Svcs	Mentor 1st Semester - WWHS Judson	$ 750.00						
Cavanaugh, Kasey	Acad. Svcs	Mentor 1st Semester - WWHS Pasmore	$ 750.00						
Hafliger, Michael	Acad. Svcs	Mentor 1st Semester - WWHS Scroggins	$ 750.00						
Sobut, Devon	Acad. Svcs	Mentor 1st Semester - WWK8 Guerra (eff 10/8)	$ 382.69						
Farrington, Julie	Acad. Svcs	Mentor 1st Semester - WWK8 Colman	$ 750.00						
Brady, Julie	Acad. Svcs	Mentor 1st Semester - WWHS Santiago	$ 750.00						
Edwards, Carissa	Acad. Svcs	Mentor 1st Semester - WWHS Hickey	$ 750.00						
Hurd, Vanessa	Acad. Svcs	Mentor 1st Semester - WWK8 Lynch	$ 750.00						
Kruszynski, Brandi	Acad. Svcs	Mentor 1st Semester - WWK8 Medina	$ 750.00						
Reed, Theresa	Acad. Svcs	Mentor 1st Semester - WWK8 Willman	$ 750.00						
Torres, Debbie	Acad. Svcs	Mentor 1st Semester - WWK8 Bendl	$ 750.00						
LaBelle, Lisa	Acad. Svcs	Mentor 1st Semester - WWK8 Sharrer	$ 750.00						
BeCude, Thomas	Acad. Svcs	Mentor 1st Semester - WHMS Studzin	$ 750.00						
Anderson, Shilah	Acad. Svcs	Mentor 1st Semester - WHMS Champlain	$ 750.00						
Richartz, Samantha	Acad. Svcs	Mentor 1st Semester - WHMS Cotto	$ 750.00						
Richartz, Samantha	Acad. Svcs	Mentor 1st Semester - WHMS Madden (ended 9/24)	$ 288.97						
Buse, Jessica	Acad. Svcs	Mentor 1st Semester - WHMS Jackson, A.	$ 750.00						
Buse, Jessica	Acad. Svcs	Mentor 1st Semester - WHMS Jackson, B.	$ 750.00						
Ribe, Ashley	Acad. Svcs	Mentor 1st Semester - SHES Martinez	$ 750.00						
Ribe, Ashley	Acad. Svcs	Mentor 1st Semester - SHES Perry	$ 750.00						
Herrick-Quiroga, Jill	Acad. Svcs	Mentor 1st Semester - SHES Baynham	$ 750.00						
Gompers, Jennifer	Acad. Svcs	Mentor 1st Semester - SHES Johnson	$ 750.00						
Garman, Ashley	Acad. Svcs	Mentor 1st Semester - SHES McLaughlin	$ 750.00						
Childers, Dawn	Acad. Svcs	Mentor 1st Semester - SHES Goodbrake (ended 10/6)	$ 359.26						
Treanor, Sarah	Acad. Svcs	Mentor 1st Semester - SHES Swan	$ 750.00						
Treanor, Sarah	Acad. Svcs	Mentor 1st Semester - SHES Newman	$ 750.00						
Eppley, Kimberly	Acad. Svcs	Mentor 1st Semester - SHES Corsones (eff 10/9)	$ 374.88						
Howard, Amy	Acad. Svcs	Mentor 1st Semester - SES Fink	$ 750.00						
Leon, Amanda	Acad. Svcs	Mentor 1st Semester - SES Blaha	$ 750.00						
Chin, Alexis	Acad. Svcs	Mentor 1st Semester - SES Varno	$ 750.00						
Bastien, Emily	Acad. Svcs	Mentor 1st Semester - PMS Fox	$ 750.00						
Miller, Jennifer	Acad. Svcs	Mentor 1st Semester - PMS St.Pierre	$ 750.00						
Miller, Jennifer	Acad. Svcs	Mentor 1st Semester - PMS Bryska	$ 750.00						
Wright, Karen	Acad. Svcs	Mentor 1st Semester - PMS Lendo (eff 10/2)	$ 413.93						
Reiter, Karen	Acad. Svcs	Mentor 1st Semester - PMS Singer	$ 750.00						
Monroe, Stacey	Acad. Svcs	Mentor 1st Semester - PGES Rosario (eff 10/6)	$ 398.31						
Monroe, Stacey	Acad. Svcs	Mentor 1st Semester - PGES Berg (eff 9/9)	$ 437.36						
Morelli, Marlo	Acad. Svcs	Mentor 1st Semester - PGES Robinson	$ 750.00						
Myers, Jennifer	Acad. Svcs	Mentor 1st Semester - PGES Swoyer	$ 750.00						
Kimble, Tasheba	Acad. Svcs	Mentor 1st Semester - PGES Nogalski	$ 750.00						
Kimble, Tasheba	Acad. Svcs	Mentor 1st Semester - PGES Graves	$ 750.00						
Lambert, Laura	Acad. Svcs	Mentor 1st Semester - PGES Devlin	$ 750.00						
Touati, Jessica	Acad. Svcs	Mentor 1st Semester - FES Ivey	$ 750.00						
Touati, Jessica	Acad. Svcs	Mentor 1st Semester - FES Rowland	$ 750.00						
Colon, Evelyn	Acad. Svcs	Mentor 1st Semester - FES Jackson	$ 750.00						
Blazsek, Dana	Acad. Svcs	Mentor 1st Semester - FES Boone	$ 750.00						
Brooks, Margaret	Acad. Svcs	Mentor 1st Semester - FES Ramundo	$ 750.00						
Vitale-Fay, Jessica	Acad. Svcs	Mentor 1st Semester - FES Demeglio	$ 750.00						
Hagler, Nicole	Acad. Svcs	Mentor 1st Semester - EK8 Erickson	$ 750.00						
Huntley, Beth	Acad. Svcs	Mentor 1st Semester - EK8 Currier	$ 750.00						
Manning, Denise	Acad. Svcs	Mentor 1st Semester - EK8 Curtis	$ 750.00						
Schwartz, Heather	Acad. Svcs	Mentor 1st Semester - EK8 Blakley	$ 750.00						
Seitz, Bethany	Acad. Svcs	Mentor 1st Semester - EK8 Libenson (ended 10/3)	$ 351.45						
Gordon, Hannah	Acad. Svcs	Mentor 1st Semester - EK8 Ketterer	$ 750.00						
Gordon, Hannah	Acad. Svcs	Mentor 1st Semester - EK8 Hunter	$ 750.00						
Elefante-Edwards, Tina	Acad. Svcs	Mentor 1st Semester - EK8 VonKlock	$ 750.00						
Fischer, Jocelyn	Acad. Svcs	Mentor 1st Semester - EK8 Mott	$ 750.00						
Burrows, Dawn	Acad. Svcs	Mentor 1st Semester - EK8 Webber	$ 750.00						
Romanello, Jennine	Acad. Svcs	Mentor 1st Semester - CK8 Davis	$ 750.00						

Kryk, Jonathan	Acad. Svcs	Mentor 1st Semester - CK8 Gari	$ 750.00						
Ladines, Michelle	Acad. Svcs	Mentor 1st Semester - CK8 Diesz	$ 750.00						
Ladines, Michelle	Acad. Svcs	Mentor 1st Semester - CK8 Karius	$ 750.00						
Becker, Holly	Acad. Svcs	Mentor 1st Semester - CHS Mraz	$ 750.00						
Brooks, Kristopher	Acad. Svcs	Mentor 1st Semester - CHS Melchor	$ 750.00						
Brooks, Kristopher	Acad. Svcs	Mentor 1st Semester - CHS Hazen	$ 750.00						
Brunner, Matthew	Acad. Svcs	Mentor 1st Semester - CHs Devakumar	$ 750.00						
Burbine, Lynette	Acad. Svcs	Mentor 1st Semester - CHS Siddiqui (eff 10/13/25)	$ 359.26						
DiLorenzo-Francis, Kathleen	Acad. Svcs	Mentor 1st Semester - CHS Fermin	$ 750.00						
DiLorenzo-Francis, Kathleen	Acad. Svcs	Mentor 1st Semester - CHS Gratereaux	$ 750.00						
Hilyard, Kallie	Acad. Svcs	Mentor 1st Semester - CHS Torrente	$ 750.00						
Hilyard, Kallie	Acad. Svcs	Mentor 1st Semester - CHS Knecht	$ 750.00						
McCarthy, Nancy	Acad. Svcs	Mentor 1st Semester - CHS Judge	$ 750.00						
Resto, Jennifer	Acad. Svcs	Mentor 1st Semester - CHS Skinner	$ 750.00						
Seitz, Christopher	Acad. Svcs	Mentor 1st Semester - CHS Akurugu	$ 750.00						
Summers, Kylle	Acad. Svcs	Mentor 1st Semester - CHS Claussen (eff 8/28)	$ 609.18						
Baeza, Cheryl	Acad. Svcs	Mentor 1st Semester - WES Metzler	$ 750.00						
Blevins, Christine	Acad. Svcs	Mentor 1st Semester - WES Kelly	$ 750.00						
Child, Thomas	Acad. Svcs	Mentor 1st Semester - WES Dieter	$ 750.00						
Lane, Jennifer	Acad. Svcs	Mentor 1st Semester - WES Davidson (eff 9/25)	$ 452.98						
DeMaria, Joy	Acad. Svcs	Mentor 1st Semester - DES Stewart	$ 750.00						
DeMaria, Joy	Acad. Svcs	Mentor 1st Semester - DES Hicks (eff 8/25)	$ 632.61						
Donaghy, Garrett	Acad. Svcs	Mentor 1st Semester - DES Benitez	$ 750.00						
Greenwood, Patricia	Acad. Svcs	Mentor 1st Semester - DES Stackel	$ 750.00						
Hard, Lisa	Acad. Svcs	Mentor 1st Semester - DES Bierwiler	$ 750.00						
Hill, Stacie	Acad. Svcs	Mentor 1st Semester - DES Hill	$ 750.00						
Maggard, Charles	Acad. Svcs	Mentor 1st Semester - DES Gray	$ 750.00						
McCaffrey, Cerina	Acad. Svcs	Mentor 1st Semester - DES Grauer	$ 750.00						
Norford, Charlotte	Acad. Svcs	Mentor 1st Semester - DES Flanders	$ 750.00						
Smith, Caley	Acad. Svcs	Mentor 1st Semester - DES Vizcarrondo	$ 750.00						
Orlando, Larissa	Acad. Svcs	Mentor 1st Semester - CES Corbett	$ 750.00						
Judd, Courtney	Acad. Svcs	Mentor 1st Semester - CES Earl	$ 750.00						
Wilkerson, Christine	Acad. Svcs	Mentor 1st Semester - CES Dilly,M.	$ 750.00						
Barile, Roseann	Acad. Svcs	Mentor 1st Semester - SHS Dilly, J.	$ 750.00						
Barile, Roseann	Acad. Svcs	Mentor 1st Semester - SHS Rowley	$ 750.00						
Malcolm Baker, Kendra	Acad. Svcs	Mentor 1st Semester - SHS Cruz	$ 750.00						
McNerney, Dennis	Acad. Svcs	Mentor 1st Semester - SHS Teague	$ 750.00						
Taaffe, Kyra	Acad. Svcs	Mentor 1st Semester - SHS Sittig	$ 750.00						
Taaffe, Kyra	Acad. Svcs	Mentor 1st Semester - SHS Utterbach	$ 750.00						
Temple, Vickie	Acad. Svcs	Mentor 1st Semester - SHS Bailey	$ 750.00						
Temple, Vickie	Acad. Svcs	Mentor 1st Semester - SHS Wood	$ 750.00						
Brunner, Laura	Acad. Svcs	Mentor 1st Semester - NCTHS Yager	$ 750.00						
Ertle, Tiffany	Acad. Svcs	Mentor 1st Semester - NCTHS Gonzalez	$ 750.00						
Laushot, Misty	Acad. Svcs	Mentor 1st Semester - NCTHS Rhodes	$ 750.00						
Vieira, Tina	Acad. Svcs	Mentor 1st Semester - NCTHS Hawley	$ 750.00						
Aughtman, Erin	Acad. Svcs	Mentor 1st Semester - FCMS Diemer	$ 750.00						
Aughtman, Erin	Acad. Svcs	Mentor 1st Semester - EK8 Ross	$ 750.00						
Blevins, Trina	Acad. Svcs	Mentor 1st Semester - FCMS Jarrett-Pettigrew	$ 750.00						
Blevins, Trina	Acad. Svcs	Mentor 1st Semester - FCMS Morrissey, Kaley	$ 750.00						
Bombly, Sarah	Acad. Svcs	Mentor 1st Semester - FCMS Richeson	$ 750.00						
Cuevas, Toni	Acad. Svcs	Mentor 1st Semester - FCMS Lembo	$ 750.00						
Davis, Janice	Acad. Svcs	Mentor 1st Semester - FCMS Majka	$ 750.00						
Howland, Tiffany	Acad. Svcs	Mentor 1st Semester - FCMS Terrero-Dominguez	$ 750.00						
Johnson, Andrew	Acad. Svcs	Mentor 1st Semester - FCMS Morrissey, Kyle	$ 750.00						
Record, Holly	Acad. Svcs	Mentor 1st Semester - FCMS Meisberger	$ 750.00						
Walker, Dana	Acad. Svcs	Mentor 1st Semester - FCMS Markey	$ 750.00						
Zammetti, Danielle	Acad. Svcs	Mentor 1st Semester - FCMS Perez	$ 750.00						
Zammetti, Danielle	Acad. Svcs	Mentor 1st Semester - FCMS Fay	$ 750.00						
Haripersad, Angelina	Acad. Svcs	Mentor 1st Semester - Academic Svcs-Velez	$ 750.00						
Berlew, Abigail	SHS	Coach - Softball Girls JV	$ 1,590.75						
McGarry, Matthew	SHS	Coach - Basketball Boys Varsity	$ 2,735.25						
Ferreira Goncalves, Robert	SHS	Coach - Soccer Boys Head JV	$ 1,590.75						
Barrett, David	CK8	Coach - Flag Football	$ 1,515.15						
Horton, Frank	HHS	Coach - Basketball Girls Varsity	$ 2,735.25						
Capel, Jeffery	CHS	Coach - Basketball Girls Varsity	$ 2,735.25						
D'Angelo, Jeffrey	CHS	Coach - Basketball Boys Varsity	$ 2,735.25						
Pinero, Jesus Jr.	CHS	Coach - Basketball Boys JV	$ 1,590.75						
Nestor, Joseph	CHS	Coach - Weightlifting Girls Varsity	$ 1,590.75						
Palacios, Lesly	WWHS	Coach - Soccer Girls JV (eff.11/12)	$ 1,101.33						
Johnson, Andrew	FCMS	Coach - Basketball Boys JV	$ 1,354.50						
Plumadore, Timothy	DSPMS	Coach - Basketball Boys Head	$ 1,515.15						
Neal, Lamon	DSPMS	Coach - Basketball Boys Head (cancelled prior to season)	$ (1,515.15)						
Horton, Frank	HHS	Coach - Basketball Girls JV (cancelled prior to season)	$ (1,590.75)						
Flowers, Brittany	HHS	Coach - Basketball Girls Varsity (cancelled prior to season)	$ (2,735.25)						
Turnbull, Harmony	PMS	History Fair Director - cancelled prior to it starting	$ (670.00)						
Perlegis, Matthew	WWHS	Advanced Degree - ended 11/6/25	$ (1,624.37)						
Miller, Michael	FES	Advanced Degree - ended 11/6/25	$ (1,624.37)						
Shacory, Lindo	DSPMS	Lunch Duty - 30 minutes (ended 11/7/25)	$ (688.54)						
Roberts, Thomas	BES	Lunch Duty - 30 minutes (ended 10/10/25)	$ (793.48)						
Badger, Sandra	WWK8	Coach - Tennis Boys & Girls - cancelled prior to season start	$ (945.00)						
		Total From Previous Agenda 11/18/25	$ 2,483,268.90						
		Total Instructional Supplement/Differentiated Pay	**$ 2,662,234.54**						

Agenda Item # 14. 26-3392 12/9/2025

Title and Board Action Requested

Approve out of state travel for Central High School for Assistant Principal, Lisa Mitchell; Counselor, Lindsay Mraz; and Assessment Coordinator, Jennifer Resto to Parris Island, SC to attend Educators Workshop January 27 - 30, 2026.

Executive Summary

The Principal, on behalf of the Superintendent of Schools, hereby requests the Board to approve out of state travel for Central High School for Assistant Principal, Lisa Mitchell; Counselor, Lindsay Mraz; and Assessment Coordinator, Jennifer Resto to Parris Island, SC to attend Educators Workshop January 27 - 30, 2026.

My Contact

Lisa Mitchell
Assistant Principal
Central High School
352-797-7020 xt 402

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.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 15. 26-3393 12/9/2025

Title and Board Action Requested
Approval of the Agreement between USF and Hernando County School District for USF Athletic Training Affiliation Agreement.

Executive Summary
The District Athletic Director, on behalf of the Superintendent of Schools, hereby requests the Board to approve the affiliation agreement between University of South Florida (USF) Board of Trustees for and on behalf of USF Health and Hernando County School District (HCSD). This agreement establishes a partnership to provide experiential learning opportunities for master's level students enrolled in the USF's Athletic Training Program. This partnership establishes a structured internship program in which USF Athletic Training students will gain hands-on clinical experience under the direct supervision of certified athletic trainers employed by the HCSD. The agreement is designed to support the professional development of future athletic trainers while simultaneously strengthening the quality of sports medicine services provided to student-athletes within the district. The program will foster a mutually beneficial relationship, enhancing the pipeline of qualified athletic trainers and promoting best practices in sports safety and care within the district. There are no costs associated with this partnership.

My Contact
Dustin Kupcik
District Athletic Director
kupcik_d@hcsb.k12.fl.us
(352) 797-7000 Ext 70314

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.

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

AFFILIATION AGREEMENT
FOR
USF HEALTH STUDENT EDUCATIONAL EXPERIENCES AT HERNANDO COUNTY SCHOOL DISTRICT

This **Affiliation Agreement** (*"**Agreement**"*) is executed effective as of Date of last signature ("***Effective Date***") by and between the **University of South Florida Board of Trustees,** a Florida public body corporate, for and on behalf of USF Health (*"**USF**"*), and the below named party (*"**School Board**"*). USF and School Board are sometimes referred to herein individually as a "***Party***", and collectively, the "***Parties***." All capitalized terms used herein but not immediately thereafter defined, shall have the meanings ascribed to them elsewhere in this Agreement.

Name of School Board (entity name and d/b/a as registered with state):

HERNANDO COUNTY SCHOOL DISTRICT dba HERNANDO COUNTY SCHOOL BOARD ("School Board")
Address: 919 North Broad Street, Brooksville, FL 34601
Contact: Dustin Kupcik **Phone:** 352-797-7000 **Email:** Kupcik_D@hcsb.k12.fl.us

In consideration of the promises made in this Agreement, USF and School Board agree as follows:

1. Introduction.

1.1 The Legislature of the State of Florida has established USF, which is dedicated to education, research, and service. The USF Health Sciences Center (*"**USF Health**"*), the portion of USF that includes the Colleges of Medicine, Nursing, Pharmacy, and Public Health, School of Physical Therapy, Physician Assistant Program, and other health-care related units and programs ("***USF College(s) and School(s)***"), has the mission of advancing collaborative learning and discovery with a goal of improving health in the community. In furtherance of its mission, USF Health is responsible for arranging clinical educational experiences ("***Experience(s)***") for USF Health Students through affiliated clinical facilities willing to host such Students for this purpose.

1.2 School Board is willing to voluntarily provide opportunities for the following designated USF Health Students ("***Student(s)***") to participate in Experiences under appropriate supervision at HERNANDO COUNTY School District ("School District"), subject to the terms and conditions of this Agreement:

☐ Medical Students	☐ Physical Therapy Students	☐ Other; specify: _____
☐ Nursing Students	☐ Public Health Students	_____
☐ Pharmacy Students	☐ Physician Assistant Students	*(Check all applicable Student Types)*

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

☒ Athletic Training Students

1.3 The purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality Experiences for Students. This Agreement is intended and shall be interpreted to meet the pertinent USF College and School accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The School Board will provide Students, and faculty if applicable, access to appropriate resources for Student education;
- The pertinent USF College and School is ultimately responsible for the education program, academic affairs, and the assessment of Students;
- The pertinent USF College and School is primarily responsible for the appointment and assignment of faculty members with responsibility for Student teaching;
- Specification of the responsibility for treatment and follow-up when a Student is exposed to an infectious or environmental hazard or other occupational injury;
- The shared responsibility of the pertinent USF College and School and the School Board for creating and maintaining an appropriate learning environment; and
- Confirmation that the pertinent USF College and School's department heads (or clerkship directors) have authority to ensure faculty and Student access to appropriate resources for Student education when those department heads are not also the clinical service chiefs at affiliated institutions.

2. Responsibilities and Covenants of USF.

2.1 USF shall have authority and responsibility for the selection and assignment of Students to Experiences at School District, subject to School Board's approval and agreement to receive each such assignment of a Student under this Agreement. USF will plan and determine the adequacy of the educational experience of the Students in theoretical background, basic skill, professional ethics, attitude, and behavior and shall assign to School District only those Students who have satisfactorily completed the prerequisite didactic portions of USF's applicable curriculum. The number of Students to be assigned and the days, hours and duration of all Experiences at School District will be determined by USF, subject to School District's approval for each such assignment. Prior to the commencement of a clinical learning Experience, USF will provide responsible School District officials with the name(s), dates and hours of assignment, and academic class designation of prospective Students.

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

2.2 USF will retain ultimate responsibility for Student education and Student assessment including the curriculum, Student academic affairs, Student evaluation, and granting of educational credit. USF's designated representative shall be faculty members appointed and assigned by USF, who will be responsible for student teaching and assessment provided pursuant to this Agreement.

2.3 USF's designated representatives shall cooperate with School District's designated representatives in the planning, coordination, and evaluation of Experiences. USF will designate a faculty member from each USF College and School marked in Section 1.2 as a faculty liaison to School District. USF will be responsible for providing adequate orientation of appropriate School District personnel to the goals and objectives of each Experience. If requested by School District, USF will provide instruction to School District's staff with respect to USF's expectations regarding assessment of Students at School District.

2.4 USF shall have authority and responsibility for the designation of qualified licensed professional staff members at School District to serve as faculty or preceptors responsible for supervising and instructing Students who are assigned to Experiences at School District. School District shall have the right to approve such USF designation of School District's employed staff members to serve as faculty or preceptors. USF will provide the faculty or preceptors with appropriate information regarding their appointment and assignment, including the educational goals and objectives to be achieved, syllabus and required content of the Experiences, and forms to be completed regarding the evaluation of Students.

2.5 Subject to the requirements of School District's Medical Staff Bylaws, USF will assign appropriately-credentialed faculty members to School District to perform applicable supervisory and educational duties in connection with Experiences, and will, upon request, provide School District with evidence of such faculty members' credentials and licensure.

2.6 USF shall advise Students that they are required to comply with all applicable policies, procedures, and requirements of School District, including, without limitation, those related to confidentiality of patient records and patient information imparted during the training experience, dress and personal appearance, health matters and name tag display. USF shall advise Students that School District's confidentiality requirements survive the completion of their Experience and the expiration or termination of this Agreement.

2.7 USF may, at any time, withdraw from assignment to School District any Student whose progress, conduct or work does not meet the standards or requirements of School District or USF.

2.8 USF will require all participating Students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with USF. If applicable, School District shall notify the Student of any requests for evidence of criminal background test or immunization. USF will inform the Student of his/her responsibility to provide evidence to School District of any required criminal background checks or immunizations, when requested. School District shall notify USF of its requirements of an acceptable criminal background check and required immunizations. USF will also inform Students that they may be required to undergo a drug test or other similar screening tests pursuant to the School Board's policies and

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

practices, and that the cost of any such test will be paid by the Student, if not the School District. USF will promptly notify School District upon USF receiving information that a Student assigned to School District is the subject of any criminal charges filed at any time during the Student's Experience, and, upon School District's request, USF will remove such Student from assignment to School District.

2.9 USF represents and warrants to School Board that USF and its Students assigned to School District: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "***Federal health care programs***"); (ii) are not convicted of a criminal offense related to the provision of health care items or services; and (iii) are not under investigation or otherwise aware of any circumstances which may result in USF or a Student being excluded from participation in the Federal health care programs.

2.10 USF will maintain educational records and information relative to Students in accordance with the Federal Family Educational Rights and Privacy Act. If USF 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 USF'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. If student information/records are requested by way of subpoena or court order USF 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.

2.11 Compliance with Jessica Lunsford Act: The Hernando County School District and State of Florida, requires all Internship individuals that come in contact with students or on school board property to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. USF will instruct Participants of any School District's Human Resource requirements for a level II background screening via fingerprinting prior to the participating Student's participation in the Experience at School District. All costs associated with such requirements shall be the responsibility of participating Student. Any participating Student who has not completed the required fingerprinting, or who has not passed the required screening according to School District standards, shall not be eligible to participate in the Experience. USF agrees, to the extent provided in section 768.28, Florida Statutes, to indemnify and hold harmless the School District for any claims made against the School Board related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. This statement shall not be construed or interpreted as consent by USF to be sued other than as provided by Florida law or serve to deny USF or another state entity any remedy or defense available under the laws of the State of Florida.

3. Responsibilities of School Board.

3.1 School Board recognizes the primacy of the educational purpose of the Experiences. School Board has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound Experiences can occur. Therefore, School Board will provide Students and faculty with access to appropriate resources for Student Experiences including: a) access to patients at School Board's facilities in an appropriately supervised environment, in which the

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

Students can complete USF's applicable curriculum; b) Student security badges or other required security access to patient care areas; c) access and required training for Students in the proper use of electronic medical records or paper charts, as applicable; d) computer access, as applicable; e) some secure storage space for personal items of Students when at the School District; and f) access to call rooms, if necessary.

3.2 School District will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction. While in School Board's facilities, Students will have the status of trainees; are not to replace School District staff; and are not to render unsupervised patient care and/or services. All services rendered by Students must have educational value and meet the goals of the USF education program. School District and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Student's level of training.

3.3 School District staff will, upon request, assist the pertinent USF College and School in the evaluation of the learning and performance of participating Students by completing evaluation forms provided by and returned to the pertinent USF College and School in a timely fashion.

3.4 School District will provide for the orientation of participating Students as to School Board's rules, regulations, procedures, and policies.

3.5 School Board agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (e.g. needle stick) while at School District, School District, upon notice of such incident from the Student, will provide such emergency care as is provided to its employees, including, where applicable: examination and evaluation by School District's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that School District does not have the resources to provide such emergency care, School District will refer such Student to the nearest emergency facility. USF will inform the Student that the Student will be responsible for any charges thus generated.

3.6 To the extent the School District generates or maintains educational records related to the participating Students, the School District agrees to comply with the Federal Family Educational Rights and Privacy Act ("***FERPA***"), to the same extent as such laws and regulations apply to USF and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, USF hereby designated School District as a school official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to USF's records is required by School District to carry out the Experience.

3.7 The School District will provide written notification to USF promptly if a claim arises involving a Student. The School District and USF agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

3.8 The School District will resolve any situation in favor of its patient's welfare and restrict a Student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the Student or the Student is removed. The School District will notify USF's designated faculty liaison if such an action is required.

3.9 The School District shall identify a site coordinator from among its medical staff who will communicate and cooperate with the USF's designated faculty liaison (e.g. clerkship director) to ensure faculty and Student access to appropriate resources for the clinical training Experience.

3.10 School District, while providing a clinical environment for Experiences to Students, shall not be responsible or assume any liability for any act of negligence by any Student or any USF employed faculty member who is involved in Experiences or other activities at School District.

3.11 School District agrees to, after reasonable advance request from USF, permit the visitation of its designated facilities and resources pertinent to the Experiences by representatives of USF and the accrediting body for the applicable academic program.

3.12 School District may immediately remove from the premises and retains the right to suspend or terminate any Student's participation at the School District. The School District will immediately notify the appropriate office of USF if such an action is required and the reasons for such action. USF may terminate a Student's participation when, in its sole discretion, it determines that further participation by the Student would no longer be appropriate. USF will notify the School District if such action is required.

3.13 School District, in its sole discretion, may require drug and/or alcohol testing of Students based on "reasonable suspicion" which is a belief based on objectives facts, observations or reliable information that a Student is using, diverting, in possession of, or impaired by illegal drugs and/or alcohol at the School District

4. Responsibilities of Students.

4.1 USF shall advise Students that they are expected to conduct themselves as professionals and interact with patients, families, coworkers, and personnel in a constructive and congenial manner while at School District. The responsibilities of Students include: (i) observing and assisting with patient care under supervision commensurate with their program, training and level of advancement and responsibility, and advising all patients at an appropriate time of their status as Students; (ii) participating in all School District required orientations, HIPAA Privacy and Security training, seminars and other educational activities; and (iii) adhering to applicable policies, procedures, requirements, practices and directives of School District and USF.

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

4.2 Students will be required to maintain health insurance, and School District may request the Student to provide proof of health insurance prior to the beginning of the Experience. Students have no right to any compensation, or to any vacation or sick pay, health, disability, or life insurance benefits, retirement benefits, workers compensation, unemployment compensation, free meals at School District, or any other employment benefits from either USF or School District in connection with the Student's participation in Experiences at School District

4.3 Students who are selected for assignment to School District will be instructed by USF of their responsibilities under this Agreement and shall, as a condition of such assignment, comply, at their personal expense, with the background check, health status requirements, and all other applicable policies, procedures, and requirements of School District. The Parties may agree to append one or more Exhibits to this Agreement to specify such School District requirements to be met by Students.

5. Mutual Responsibilities.

5.1 The designated representatives for each Party will be established on or before the execution of this Agreement and periodically updated as appropriate.

5.2 The Parties will work together to maintain an environment of high quality patient care. At the request of either Party, a meeting or conference will promptly be held between USF and School District representatives to resolve any problems or develop any improvements in the operation of the Experiences.

5.3 USF will provide qualified and competent individuals in adequate number for the instruction and supervision of Students using the USF facilities. The School District will provide qualified and competent staff members in adequate number for the instruction and supervision of Students using the School District's facilities.

5.4 USF, including its faculty, staff, Students, and medical residents, and School District share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Students. The Parties will cooperate to evaluate the training program, which may include on-site visits. School District shall require its faculty and staff who interact with Students to adhere to the expectations set forth in **Exhibit A** and communicate Student violations of such expectations to USF. USF agrees to require its Students to adhere to the expectations set forth in Exhibit A.

5.5 The Parties agree to encourage Students who experience mistreatment or who witness unprofessional behavior to report same immediately to the appropriate faculty or staff. School District will identify and inform USF of a specific office and representative to whom Students or faculty members observing unprofessionalism may submit such reports. Such reports are confidential to the extent permitted by Florida law. As required by applicable law, no retaliation may be taken against a Student or faculty member making such reports and the Student or faculty member may report perceived retaliation or reprisal to USF for prompt appropriate action.

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

6. General Provisions.

6.1 No Monetary Obligations. School District shall not pay any stipend or other monetary consideration to USF or Student, nor shall USF or Students pay any monetary consideration to School District with respect to this Agreement.

6.2 Insurance. Students who are assigned to School District for Experiences pursuant to this Agreement are provided insurance protection against professional liability claims by the University of South Florida Health Sciences Center Self-Insurance Program pursuant to Florida Statutes §768.28 and §1004.24. A certificate evidencing such liability protection is attached hereto as **Exhibit B**. Such professional liability protection is occurrence-based coverage with limits of $1,000,000.00 per claim and $3,000,000.00 in the aggregate when not subject to the immunity as described in Florida Statutes §768.28. USF shall maintain such insurance in effect at all times that Students are assigned to School District.

To the extent applicable USF will maintain and furnish workers compensation insurance as required by law. To the extent provided by law, each Party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence; with respect to USF, this responsibility shall be subject to the following limits pursuant to section 768.28, Florida Statutes, under which USF shall not be liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of two hundred thousand dollars ($200,000.00), or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Institution arising out of the same incident or occurrence, exceed the sum of three hundred thousand dollars ($300,000.00). This statement shall not be construed or interpreted as consent by USF to be sued other than as provided by Florida law or serve to deny USF or another state entity any remedy or defense available under the laws of the State of Florida. This provision shall survive the termination or expiration of the Agreement for any claims based upon actions that occurred during the performance of this Agreement.

6.3 No Requirement to Refer. The Parties acknowledge that there is no requirement under this Agreement, or any other agreement between the Parties, that any Party refer any patients to any healthcare provider or purchase any healthcare goods or services from any source. Each of the Parties may refer, or not refer, patients to the other Party and shall make such referrals, if any, based only on the professional medical judgment of the healthcare provider, and the needs and desires of the relevant patients. Nothing in this Agreement requires or obligates: (a) USF to admit or cause the admission of a patient to School District or to use School District's services; or (b) School District to admit or cause the admission of a patient to USF or to use USF's services.

6.4 Term Review and Termination. The term of this Agreement shall be for two (2) years commencing on the Effective Date, unless terminated earlier in accordance with the following provisions. This Agreement shall automatically renew for successive terms of two (2) years each unless either Party gives notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the then-current term. Either Party may terminate this Agreement without cause by giving written notice to the other Party at least ninety (90) days in advance of the effective date of termination specified by such notice. In the event of non-renewal or termination of this Agreement

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

pursuant to either of the two preceding sentences, Students who are then currently participating in an Experience at School District will be permitted to complete such Experience and the provisions of this Agreement shall survive termination and remain effective for the duration of such Experience. Either Party may immediately terminate this Agreement, requiring USF to remove Students from assignment to Experiences at School District, in the event of any material violation of this Agreement by the other Party.

6.5 Status of Parties. USF and School Board are independent contractors and nothing in this Agreement shall be deemed or construed to create an employment, agency, association, joint venture, partnership, franchise, or fiduciary relationship between the Parties. Neither Party shall have the power to bind the other Party or contract in the name of the other Party. USF's employed faculty members and Students shall not be deemed to be employees or agents of School District for any reason. USF's employed faculty members and Students shall not be responsible for the supervision or control of the patient care activities of any School District employee or staff member. Participating Students shall not be considered employees of School District and are not entitled to any of the benefits accorded to School District employees, including, but not limited to, participation in employee benefit plans, unemployment compensation, and workers' compensation.

6.6 Use of Names. USF and School Board each covenants that it shall not use the name or any logo or trademark of the other Party, including the name, logo or trademark of any unit or department of the other Party, in any advertising, promotion, literature, or other medium or manner, without the prior written consent of the other Party, which shall be granted or denied within thirty (30) days after the date of the request; provided, however, if no action is taken within such time, the request shall be deemed denied.

6.7 Equal Opportunity. The Parties are committed to the principles of equal opportunity without regard to race, color, religion, marital status, veteran status, disability, age, creed, gender identity, national origin, sex, sexual orientation or any other basis protected by law. It is the goal of the Parties to create and maintain a work and study environment that is positive and free from unlawful discrimination.

6.8 HIPAA. The Parties agree to comply with the Health Information Technology for Economic and Clinical Heath Act ("***HITECH Act***"), Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 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 ("***Federal Privacy Regulations***"), the federal security standards contained in 45 C.F.R. Part 142 ("***Federal Security Regulations***"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "***HIPAA Requirements***." The Parties agree not to use or further disclose any Protected Health Information (as Defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The Parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the Parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

transaction code sets pertaining to, information related to patients. USF may de-identify any and all Protected Health Information for educational purposes created or received by USF under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information in 45 C.F.R. Part 164, Subparts A and E. USF shall direct Students to comply with the policies and procedures of School District, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 C.F.R. Parts 160 and 164. Solely for the purpose of defining the Students' role in relation to the use and disclosure of School District's protected health information, the Students are defined as members of School District's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students are not and shall not be considered employees of School District

6.9 Title IX. The Parties agree to comply with Title IX of the Education Amendments of 1972 (**"*Title IX*"**) which protects Students and employees from discrimination based on sex in education programs or activities that receive federal financial assistance. Title IX states:

> No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.
>
> Discrimination based on sex includes sexual harassment, sexual violence, relationship violence, stalking, and discrimination based on pregnancy/sexual orientation and/or identity.

6.9.1 School Board acknowledges notice of USF's Title IX training, reporting, and investigative requirements, and agrees to comply with such. School Board further agrees that it or its employees will cooperate in any investigation required by Title IX.

6.9.2 School District agrees to appoint an internal Title IX Coordinator, liaison, or contact person in accordance with federal Title IX policies and regulations. School District will notify USF of their Title IX representative's name and contact information and/or any changes in this information. School District's Title IX representative shall be responsible for (1) communicating directly to USF's Title IX Coordinator all reports of sexual harassment involving USF employees and/or Students and (2) ensuring School District employees receive Title IX training in accordance with federal requirements, including but not limited to reporting requirements and how to properly respond to disclosures of discrimination based on sex. School District's employee training must include the following:

6.9.2.1 Notice that employees are required to immediately notify their Title IX coordinator, representative, or liaison of all reports of sexual harassment that involve USF Students or employees.

6.9.2.2 How to report any allegation of sexual harassment, whether by email, phone, online form, etc.

6.9.2.3 How to properly respond to disclosures of sexual harassment, including providing resources to the discloser and protecting the privacy of the discloser.

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

6.9.3 If USF becomes aware of School District's failure to comply with this provision, USF's Title IX Coordinator will notify the School District's Title IX representative about the non-compliance to allow School District an opportunity to address non-compliance and to ensure future compliance. School District acknowledges and understands that School District's failure to comply with this provision's Title IX obligations after notice can result in this contract being voidable. USF shall be permitted to exercise its discretion to void said contract due to lack of performance and noncompliance with USF's Title IX obligations and provisions.

6.10 Public Records Act. The Parties agree and understand that each party is subject to Chapter 119, Florida Statutes ("Florida Public Records Act"). As such, this Agreement and all associated materials and information may be considered a "public record" subject to disclosure unless otherwise exempt. Each Party reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of this Agreement or any other information pursuant to a public records request shall not be considered a breach of this Agreement. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties agree that each is subject to Florida Law regarding public access to records under Chapter 119, Florida Statutes. 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. To the extent either Party provides the other any information which it believes is confidential or exempt, the disclosing Party shall notify receiving Party of the specific information that it believes is confidential, as well as the basis for the exemption. The Parties agree to maintain the other Party's records subject to section 119.0701, Florida Statutes. If and to the extent that either Party has access to any other confidential information regarding the other Party (such as security information as contemplated by section 119.071(c), Florida Statutes), the Parties agree to use reasonable measures to maintain the confidentiality of such information.

6.11 To the extent either Party 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 the Party terminating the Agreement. USF 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

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

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 Agreement if the contractor does not transfer the records to the School Board; and

d. Upon completion of the Agreement, 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 USF transfers all public records to the School Board upon completion of the Agreement, USF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If USF keeps and maintains public records upon completion of the Agreement, USF 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 USF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO USF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, ELLERMAN_A@HCSB.K12.FL.US OR (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of USF 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. This provision shall survive any termination or expiration of the Agreement.

6.12 The Parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, the Parties shall employ commercial best practices for ensuring the security of all data shared pursuant to this Agreement including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of each Parties performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, the Parties agree to notify the other Party immediately, but no later than ten days following a determination of a breach of data security. Additionally, each Party shall fully cooperate, at its own expense, with any statutory notification requirements of the other Party. This cooperation includes law enforcement and auditors. Additionally, the Parties acknowledge that they are local governmental entities subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records, notice shall be provided to the other Party who may then, at its discretion, respond to the request. Should USF require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with School District.

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

6.13 E-Verify Requirement. School Board warrants that it is in compliance with the E-Verify requirements set forth in § 448.095, Florida Statutes and will remain in compliance with such requirements throughout the term of the Agreement and any extensions or renewals thereof. USF may immediately terminate the Agreement upon notice to School Board if USF has a good faith belief that School Board is knowingly in breach of this warranty. In the event of such termination, USF shall only owe School Board for the products and/or services delivered by the effective date of such termination and shall not owe any termination penalty or damages to School Board whatsoever.

6.14 USF acknowledges and agrees that the School Board does not waive its immunity and nothing herein shall be interpreted or deemed as a waiver of the School Board's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and School Board expressly reserves these rights to the full extent allowed by law.

USF assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of USF and the officers, employees, and servants thereof while acting within the scope of their employment by the USF. School Board and USF agree that nothing contained herein will be construed or interpreted as (a) the consent of the USF and State of Florida, their agents and agencies to be sued except as provided for herein; or (b) a waiver of sovereign immunity by the USF and the State of Florida beyond that provided in § 768.28, Florida Statutes.

6.15 Notices. Every notice required or permitted by this Agreement will be validly given only if it is in writing and delivered personally or by commercial courier or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to the other Party at its addresses listed below or at any other address as a Party designates by notice to the other Party. A copy of the notice may also be sent by email to the other Party's email addresses and/or telecopy numbers listed below.

(i) School District:

Superintendent
Hernando County School District
919 North Broad Street
Brooksville, FL 34601

with copies to:

Dustin Kupcik, Athletics Director
Hernando County School District
919 North Broad Street
Brooksville, FL 34601

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

(ii) USF*:*

Executive Vice President of USF Health
University of South Florida
12901 Bruce B. Downs Boulevard, MDC 2
Tampa, FL 33612
Fax: (813) 974-3886

with copies to:

Office of the General Counsel
University of South Florida
4202 East Fowler Avenue, CGS 301
Tampa, FL 33620

A validly given notice will be effective on the earlier of its receipt, if delivered personally or by commercial courier with a confirmation of receipt, or the fifth day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid United States mail. Each Party promptly shall notify the other Party of any change in its mailing and email addresses.

6.16 Complete Agreement; Supersedes Prior Agreements; Modifications; Assignment. This Agreement represents the entire understanding of the Parties with respect to the subjects addressed herein. This Agreement supersedes and cancels all prior and contemporaneous agreements, representations, and discussions, whether oral or written, related to the subjects herein. This Agreement may be modified only by written instrument signed by the authorized representatives of both Parties. This Agreement may not be assigned by either Party.

6.17 **Governing** Law. This Agreement has been entered into in the State of Florida and shall be construed in accordance with the laws of the State of Florida.

6.18 **Authority**. The individuals signing this Agreement on behalf of USF and School District are each a duly authorized representative of such Party with full power and authority to execute this Agreement.

6.19 Assignment: This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party

6.20 Third Parties. This Agreement is not intended and shall not be construed to grant any person except USF and School District, any claim, right, remedy or privilege in connection with this Agreement.

6.21 Waiver of Terms. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

6.22 Declaration of No Human Trafficking. Under penalty of perjury, the authorized representative signing this Agreement below warrants and declares, to the best of their knowledge and belief, that neither Party uses coercion for labor or services as defined in Section 787.06, Florida Statutes. This Agreement shall immediately terminate upon a breach of this section by either Party.

IN WITNESS WHEREOF, the Parties have executed this Affiliation Agreement.

HERNANDO COUNTY SCHOOL BOARD

By: _____
Name:Shannon Rodriguez
Title: Board Chair

By: _____
Name:Ray Pinder
Title: Superintendent

University of South Florida Board of Trustees
School of Physical Therapy & Rehabilitation Sciences

DocuSigned by:
9/25/2025 | 14:50 EDT
0C3E81CA337D464...
Douglas Haladay, PT, DPT, PhD, MHS
Associate Dean, USF Health
Director School of Physical Therapy & Rehabilitation Sciences

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
1:31 pm, 09/22/2025

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

EXHIBIT A

TEACHER-LEARNER EXPECTATIONS

USF Health and its component Colleges and Schools hold in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mututal respect between teachers and learners. In the context of medical education, the term "teacher" is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses and ancillary support staff, as well as others from whom Students learn.

GUIDING PRINCIPLES:

Duty: Medical educators have a duty not only to convey the knowledge and skills required for delivering the profession's standard of care but also to instill the values and attitudes required for preserving the medical profession's social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that Students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat Students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course
- Display honesty, integrity, and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

- Solicit feedback from students regarding their perception of their educational experiences
- Encourage Students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity, and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patients' welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, Students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance, and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

Docusign Envelope ID: 064B47E1-0E05-4923-B14C-407E300E5DA7

EXHIBIT B

CERTIFICATES OF INSURANCE

See Attached.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 16. 26-3394 12/9/2025

Title and Board Action Requested

Approve out of state field trip for Central High School Seniors to attend the Senior Class Trip to Washington DC on March 29 - April 3, 2026. Students are traveling with groups from Nature Coast Technical High School and Hernando High School.

Executive Summary

The Principal, on behalf of the Superintendent of Schools, hereby requests the Board approve the out of state field trip for Central High School teachers Bethann Brooks, Jordan Hazen, and Corey Waterman and 19 students to Washington DC [Senior Class Trip] on March 29 - April 3, 2026. Students are traveling with groups from Nature Coast Technical High School and Hernando High School.

My Contact

Alyssa De Jesus
Assistant Principal
Central High School
352-797-7020 xt 403

Bethann Brooks/Jordan Hazen
Central High School
352-797-7020

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.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name _____

Account Number _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name _____

Account Number _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: Families of students are paying for this trip

Account Name: Class of 2026

Account Number: 8020E (Fund) 9800 (Function) 3300 (Object) 0251 (Cost Center) 92200 (Project) 20260 (Sub Project)

Amount $26,400

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****

Agenda Item # 17. 26-3397 12/9/2025

Title and Board Action Requested

Approve an overnight field trip for the Central High School BETA Club students and teachers to attend the BETA Club State Convention in Orlando, Florida from January 9 - 11, 2026.

Executive Summary

The Principal of Central High School, on behalf of the Superintendent of Schools, hereby requests the Board approve the overnight field trip for the Central High School BETA Club students and teachers to attend the BETA Club State Convention in Orlando, Florida from January 9 - 11, 2026.

My Contact

Lisa Mitchell
Assistant Principal
Central High School
352-797-7020 xtn 20402

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.

Title and Board Action Requested

Approve in-state, overnight field trip for the Central High School BETA Club teachers Kim Worden and Aaron McDuffie and 8 students to Orlando, Florida, for BETA Club State Convention on January 9 - 11, 2026.

Executive Summary

The Principal, on behalf of the Superintendent of Schools, hereby requests the Board approve the in-state, overnight field trip for the Central High School BETA Club teachers Kim Worden and Aaron McDuffie and 8 students to Orlando, Florida, for BETA Club State Convention on January 9 - 11, 2026.

My Contact

Lisa Mitchell
Assistant Principal
Central High School
352-797-7020 xt 20402

Central High School
352-797-7020

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.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name _____

Account Number _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name _____

Account Number _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: Families, fundraisers, and possible grant

Account Name: BETA Club

Account Number: 8020E (Fund) 9800 (Function) 3330 (Object) 0251 (Cost Center) 92300 (Project) 31200 (Sub Project)

Amount $ 3,000.00

Funding Source _____

Account Name _____

Account Number _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ☐
New for Current Year: ☑

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 18. 26-3411 12/9/2025

Title and Board Action Requested

Approve the Overnight Field Trip for F.W. Springstead High School Students to the Beta Club Convention in Orlando, Florida from January 9, 2026 through January 10, 2026.

Executive Summary

The Principal, Dana Pearce of F.W. Springstead High School, on behalf of the Superintendent of Schools, hereby requests the Board to approve the overnight field trip to Orlando, Florida from January 9, 2026 through January 10, 2026. Students are responsible for the payment of this trip. The Beta Convention is a fun, educational, networking opportunity for students to challenge themselves in different competitions, share ideas with Beta Clubs from other schools and create deeper relations.

My Contact

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

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

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)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Berlew	Abigail	R	16869
POSITION			SCHOOL/COST CENTER
Teacher			SHS

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

Number of Hours Requested 27 hours

Purpose/Benefit (DO NOT use acronyms) Florida State Beta Convention

Destination Orlando, FL

BEGINNING	ENDING
Time 6:55 AM _____ PM	Time _____ AM 11:30 PM
Day of Week Friday Date 01/09/26	Day of Week Saturday Date 01/10/26

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:					TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT	FUND	FUNCTION	OBJECT	CENTER	PROJECT
					Beta Club				

✗ Signature of Applicant Abigail Berlew Date 10/17/25

FOR OFFICE USE ONLY: ☒ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor Dina Ramos Date 10/31/25

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

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: Beta

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	8020	9800	9130	0181	92300	31200

Original Approved Budget	+ / - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 6003.72	$	$	$ 6003.72	$ 2000.00	$ 4003.72

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ / - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ☑
New for Current Year: ☐

Prior Year Approved Budget: $ 1500
Prior Year Actual Spent: $ 1405.39

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

Agenda Item # 19. 26-3434 12/9/2025

Title and Board Action Requested

Approve the Overnight Field Trip for F.W. Springstead High School Students to Attend the Florida Music Educator Association Conference in Tampa, Florida from January 15, 2026 through January 17, 2026.

Executive Summary

The Principal, Dana Pearce of F.W. Springstead High School, on behalf of the Superintendent of Schools, hereby requests the Board to approve the overnight field trip to the Florida Music Educator Association Conference in Tampa, Florida from January 15, 2026 through January 17, 2026. Students are responsible for the $75.00 registration fee to attend this All-State SSAA Choral conference.

My Contact

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

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

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.

4093

HERNANDO COUNTY SCHOOL DISTRICT
Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Rawley	Taylor	H	19049
POSITION			SCHOOL/COST CENTER
teacher			Springstead HS

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:

- ☐ 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)

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

*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
- ☒ Hotel Expense (Single Room Rate)

Number of Hours Requested _____

Purpose/Benefit (DO NOT use acronyms) Florida Music Educator Association Conference

Destination Tampa, FL

BEGINNING	ENDING
Time 7:00 AM _____ PM	Time ~~8~~ AM 12 PM
Day of Week Wed Date 1/14/25	Day of Week Saturday Date 1/17/26

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:

FUND	FUNCTION	OBJECT	CENTER	PROJECT

TRAVEL EXPENSE CHARGED TO:

FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant _____ Date 11/4/25

FOR OFFICE USE ONLY: ☒ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 11/6/25

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

Complete Section A or B; and C

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

A. Item Currently Budgeted -

Account Name: FMEA Conference Chorus

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	8020	9800	3330	0181	92100	11300

Original Approved Budget	+ Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 9833.93	$	$	$ 9833.93	$ 700.00	$ 9133.93

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ☒
New for Current Year: ○

Prior Year Approved Budget: $ _____
Prior Year Actual Spent: $ 594.00

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

Agenda Item # 20. 26-3453 12/9/2025

Title and Board Action Requested
Approve an overnight field trip for Powell Middle School Band Students to attend the All-State Ensemble from January 15, 2026 through January 16, 2026 in Tampa, FL.

Executive Summary
The Principal of Powell Middle School, on behalf of the Superintendent of Schools, hereby requests the Board approve an overnight field trip for Powell Middle School Band Students to attend the All-State Ensemble from January 15, 2026 through January 16, 2026 in Tampa, FL. Two students were selected for All-State Ensemble.

My Contact
Ross McCarthy
Band Director
McCarthy_r@hcsb.k12.fl.us

Alex Rastatter
Principal
Rastatter_a@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.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: District School Milage

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1120	5100	333	0221	0108	

Original Approved Budget (+/-)	Budget Amendments (-)	Expenditures / Encumbrances To Date (=)	Current Available Budget (-)	Present Request (=)	Remaining Balance Available
$ 663.00	$	$	$	$	$

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

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 # 21. 26-3457 12/9/2025

Title and Board Action Requested
Approve overnight field trip for Weeki Wachee High School Chorus student in Tampa, FL to attend the All-State Chorus concert on January 15 - 17, 2026.

Executive Summary
The Principal of Weeki Wachee High School, Ed LaRose, on behalf of the Superintendent of Schools, hereby requests the Board approve for the WWHS Chorus student attend the All-State Chorus concert in Tampa, FL on Jan 15-17, 2026.

My Contact
Amy Earnest
Earnest_a@hcsb.k12.fl.us
352-797-7029

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.

Weeki Wachee High School

Vocal Music Department

12150 Vespa Way
Weeki Wachee, FL 34614

Amy Earnest
Director of Vocal Music

Ed LaRose
Principal

November 7th, 2025

To: School Board Members
RE: All-State Chorus Field Trip 2026

To Whom it may concern,

The vocal music department is requesting the opportunity to bring Miranda Slayton to the 2026 All-State Music Conference in Tampa, FL. Miranda (Andi) competed in two rounds of auditions and was selected as one of 38 Alto 2's from the entire State of Florida!

Our plan would be to meet in Tampa on Thursday morning, the 15th of January. Andi would drive with her mom. Rehearsal starts between 8:00 and 9:00am is all day with a break for lunch and dinner, ending around 9pm.

We plan to stay at Marriott Tampa Water Street, which is directly across from the convention center. All locations are within walking distance, including meal options.

The rehearsal schedule is the same for Friday, January 16th.

The concert is on Saturday, January 17th, at 11:00am in the Tampa Convention Center. Check out from the hotel is 11am, so they will hold luggage during the concert.

Early registration ends on December 12th, the proposed budget using early registration price is:

Teacher Registration: $175

All-State Student Registration: $75

Hotel for two nights: $446 each room

It is truly an honor to be accepted into All-State, and I hope you will consider approving this amazing trip for our student.

Thank you for your consideration,

Amy Earnest

Amy Earnest

Music Teacher
Weeki Wachee High School

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Earnest	Amy	L	14775
POSITION			**SCHOOL/COST CENTER**
Teacher			WHHS

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

Number of Hours Requested 15.5

Purpose/Benefit (DO NOT use acronyms) All-State 2026

Destination Tampa Convention Center

BEGINNING	ENDING
Time 6:50 AM ____ PM	Time ____ AM 1:00 PM
Day of Week Thursday Date 1/15/26	Day of Week Saturday Date 1/17/26

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:					TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT	FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant Amy Earnest Date 11/4/25

FOR OFFICE USE ONLY: ☑ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 11/5/25

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.

SO-Per-025
November 2020
Reorder from Printing

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

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

Ed LaRose
Principal

Phone (352) 797-7029
Fax (352) 797-7129
Website:
www.hernandoschools.org/schools/weeki-wachee-high-school

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

Kevin Bittinger
Assistant Principal

Mildred Murrman-Dudley
Assistant Principal

Brandy Sladek
Assistant Principal

Dear Parent,

Congratulations, your child has been chosen to participate in All-State Concert chorus!

Details/Itinerary: Practice at Marriott Waterside, in Tampa, FL all day Thursday, January 15th and Friday, January 16th. Concert at the Tampa Convention Center Saturday, January 17th at 11am in the Ballroom.

Cost: The registration and one hotel room for you and Andi to share will be covered. Your cost will be food for the duration of the conference.

Behavior Expectations: Adhere to all district policies and represent Weeki Wachee High School accordingly. Respect the student curfews imposed by the Conference.

Transportation: Student will be driven by parent to and from the conference. Reminder that parents need to be a level 2 volunteer in order to chaperone.

Thank you,

Amy Earnest

Complete Section A or B; and C

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

A. Item Currently Budgeted -

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: Student Self Pay

Account Name: WWHS Chorus

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
8020E	9800	3310	0391	92100	11300

Amount $ 1300.00

Funding Source _____

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 22. 26-3458 12/9/2025

Title and Board Action Requested
Approve overnight travel for Weeki Wachee High School FBLA to Orlando, FL to attend the FBLA State Leadership Conference from March 12, 2026 to March 16, 2026.

Executive Summary
The Principal of WWHS, Edward LaRose, on behalf of the Superintendent of Schools, hereby requests the Board approve for the WWHS FBLA attend the State Leadership Conference.

My Contact
Teresa Morris
FBLA Sponsor
morris_t@hcsb.k12.fl.us
352-797-7029

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.

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

Ed LaRose
Principal

Phone (352) 797-7029
Fax (352) 797-7129
Website
www.hernandoschools.org/schools/weeki-wachee-high-school

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

Kevin Bittinger
Assistant Principal

Mildred Murraun-Dudley
Assistant Principal

Brandy Sladek
Assistant Principal

To: Hernando County School Board Members
RE: WWHS FBLA Trip to the 2026 State Leadership Conference

October 29, 2025

Dear Hernando County School Board Members,

We are pleased to announce that the Weeki Wachee High School chapter of Future Business Leaders of America (FBLA) will be attending the 2026 FBLA State Leadership Conference this coming March. This marks the third consecutive year our chapter has participated under the guidance of our current advisors, and we are excited to continue this tradition of excellence and leadership development.

Conference Overview

- **Location:** Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819
- **Dates:** March 12–16, 2026
- **Participation:** Students are expected to attend and actively participate in all scheduled FBLA events throughout the duration of the conference.

Student Expectations

All participants must follow the Hernando County School District Code of Conduct and the FBLA Student Contract. Students will remain on the hotel and conference grounds unless they are accompanied by an advisor.

Hotel Accommodations

FBLA chapters are required to stay at the host conference hotel, the Hilton Orlando. However, in the event the Hilton reaches full capacity, our group may be assigned to an overflow hotel within the official conference block. These overflow hotels are approved by FBLA and considered part of the conference lodging arrangements.

Transportation

- Transportation will be provided via HCSD school buses.
- Students must travel to and from the conference on the bus; no alternate transportation is permitted.
- Students may bring food to store in their hotel rooms, but all items must be packed and ready for loading on the day of departure.

Cost and Inclusions

The total cost per student is **$500.00**, which includes:

- Hotel accommodations
- Round-trip transportation from WWHS to the conference
- Conference registration
- Two meals (one lunch and one dinner)

Students are responsible for all other meals. The hotel offers various dining options, and students may also bring snacks or meals from home.

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

Ed LaRose
Principal

Phone (352) 797-7029
Fax (352) 797-7129
Website
www.hernandoschools.org/schools/weeki-wachee-high-school

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it

Kevin Bittinger
Assistant Principal

Mildred Murrman-Dudley
Assistant Principal

Brandy Sladek
Assistant Principal

Fundraising Opportunities
Since August 2025, students have been actively fundraising to help offset the cost of the trip. We encourage continued participation in these efforts and welcome support from families and local businesses to ensure every student has the opportunity to attend.

If you have any questions or require additional information, please don't hesitate to contact us. We are looking forward to a meaningful and enriching experience for our students as they grow as future business leaders.

Thank you for your continued support.

Thank you,
Teresa Morris
WWHS FBLA Primary Advisor and CTE Instructor

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Mathis	Teresa	N B	116892
POSITION: CTE Teacher			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 15.5

Purpose/Benefit (DO NOT use acronyms) Future Business Leaders of America State Leadership Conference

Destination Orlando, FL

BEGINNING	ENDING
Time 9 AM _____ PM	Time _____ AM 12 PM
Day of Week Thursday Date 3/12/25	Day of Week Monday Date 3/16/25

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:					TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT	FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant _____ Date 10/28/25

FOR OFFICE USE ONLY: ☑ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 10/30/25

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.

10/31/25

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

SO-Per-025
November 2020
Reorder from Printing

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Early	Justen	E	14786
POSITION			SCHOOL/COST CENTER
Teacher			WWHS

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 ~~7.75~~ 15.5

Purpose/Benefit (DO NOT use acronyms) FBLA State Conference

Destination Orlando, FL

BEGINNING	ENDING
Time 7:00 AM _____ PM	Time _____ AM ~~5:00~~ 12:00 PM
Day of Week Thursday Date 3/12/26	Day of Week ~~Sunday~~ Monday Date ~~3/15/26~~ 3/16/26

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT

TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant _____ Date 10/29

FOR OFFICE USE ONLY: ☑ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 10/30/25

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

SO-Per-025
November 2020
Reorder from Printing

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Williams	Dany		16374
POSITION			SCHOOL/COST CENTER
College and Career Programs Manager			

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 15.50

Purpose/Benefit (DO NOT use acronyms) FBLA State Leadership Conference.

Destination Orlando, FL

BEGINNING	ENDING
Time 9 AM _____ PM	Time _____ AM 12 PM
Day of Week Thursday Date 3/12/24	Day of Week Monday Date 3/16/25

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:					TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT	FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant _____ Date 10/31/25

FOR OFFICE USE ONLY: ☐ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor Beth Trastha Date 10/31/2025

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.

SO-Per-025
November 2020
Reorder from Printing

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

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Johnson	Jeremy		15387
POSITION			SCHOOL/COST CENTER
CTE Para			

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

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

Number of Hours Requested 15.5

Purpose/Benefit (DO NOT use acronyms) FBLA State Leadership Conference

Destination Orlando, FL

BEGINNING	ENDING
Time 9 AM _____ PM	Time _____ AM 12 PM
Day of Week Thursday Date 3/13/2026	Day of Week Monday Date 3/16/2026

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:					TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT	FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant Jeremy W Johnson Date 11/4/2025

FOR OFFICE USE ONLY: ☑ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 11/4/25

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.

SO-Per-025
November 2020
Reorder from Printing

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

Complete Section A or B; and C

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

A. Item Currently Budgeted -

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: Student Self Pay

Account Name: WWHS FBLA

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
8020E	9800	3310	0391	92300	31660

Amount $ 16000.00

Funding Source _____

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 23. 26-3459 12/9/2025

Title and Board Action Requested
Approve overnight field trip for Weeki Wachee High School Digital Video Technology class to Tampa, FL to attend the Student Television Network Convention from Feb 28, 2026 to March 3, 2026.

Executive Summary
The Principal of WWHS, Ed LaRose, on behalf of the Superintendent of Schools, hereby requests the Board approve for the WWHS Digital Video Technology class to attend the STN Convention on Feb 28-Mar 3, 2026.

My Contact
Hunter Schwefringhaus
Film Teacher, WWHS
schwefringhaus_h@hcsb.k12.fl.us
352-797-7029

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.

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

Ed LaRose
Principal

Phone (352) 797-7029
Fax (352) 797-7129
Website:
www.hernandoschools.org/schools/weeki-wachee-high-school

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

Kevin Bittinger
Assistant Principal

Mildred Murrman-Dudley
Assistant Principal

Brandy Sladek
Assistant Principal

To Whom It May Concern,

I am writing to request permission for our film class to attend the Student Television Network (STN) Convention, taking place in Tampa, Florida, from February 28th to March 3rd, 2026. This convention offers our students an unparalleled opportunity to engage with industry professionals, strengthen their technical and creative skills, and compete in a variety of film and media challenges.

STN is a prestigious national event that brings together student filmmakers from across the country. The convention includes hands-on competitions, workshops, and a college fair, giving students valuable insight into the television and film industry while allowing them to connect with peers who share their passion for storytelling and media production.

This event aligns closely with our program's goals of fostering creativity, teamwork, and professional growth. By participating in STN, students can apply the skills they have developed in class to real-world situations and receive constructive feedback from professionals working in the field.

The estimated cost per student is $200–$300, which covers competition fees, hotel accommodations, and some meals. Students will be responsible for meals not covered, though we will conduct fundraising efforts to help reduce these expenses.

We believe this experience will be invaluable for our students, enriching their education and providing opportunities to make meaningful connections within the media industry. Your support in granting permission for this trip would be greatly appreciated.

Thank you for your consideration.

Sincerely,
Hunter Schwefringhaus
Hunter Schwefringhaus
Film Teacher, Weeki Wachee High School

HERNANDO COUNTY SCHOOL DISTRICT
Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Schwefringhaus	Hunter	R	17234
POSITION: Teacher			SCHOOL/COST CENTER: WWHS

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

Number of Hours Requested _____

Purpose/Benefit (DO NOT use acronyms) Attend the Student Television Network Convention

Destination Tampa FL

BEGINNING	ENDING
Time 8:00 AM _____ PM	Time 3:00 AM _____ PM
Day of Week Saturday Date 2/28/25	Day of Week Tuesday Date 3/3/25

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:					TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT	FUND	FUNCTION	OBJECT	CENTER	PROJECT

X Signature of Applicant _____ Date 10/24/25

FOR OFFICE USE ONLY: ☒ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 10/24/25

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.

10/24/25

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

SO-Per-025
November 2020
Reorder from Printing

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
KELLY	TANIA		01681
POSITION			SCHOOL/COST CENTER
School Counselor			NCTHS

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 15.5

Purpose/Benefit (DO NOT use acronyms) STN Convention

Destination Tampa, FL

BEGINNING	ENDING
Time 800 AM _____ PM	Time _____ AM 1200 PM
Day of Week SAT Date 2/28/26	Day of Week TUES Date 3/3/26

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:					TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT	FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant _____ Date 10/22/25

FOR OFFICE USE ONLY: ■ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 11-5-25

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

SO-Per-025
November 2020
Reorder from Printing

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

Ed LaRose
Principal

Phone (352) 797-7029
Fax (352) 797-7129
Website:
www.hernandoschools.org/schools/weekiwachee-high-school

HERNANDO SCHOOL DISTRICT

Kevin Bittinger
Assistant Principal

Mildred Murrman-Dudley
Assistant Principal

Brandy Sladek
Assistant Principal

To Whom It May Concern,

Students from the Weeki Wachee High School Digital Video Technology program have the opportunity to attend the Student Television Network National Convention in Tampa, FL, from February 28 – March 3, 2026.

This convention brings together student filmmakers and journalists nationwide for competitions, workshops, and networking events. The estimated cost is $200–$350, depending on fundraising efforts. Final costs and travel arrangements will be shared once attendance is confirmed.

Parents will drop students off at the Tampa Convention Center at 8:00am on February 28th and pick students up from the Tampa Convention Center at approximately 12:00pm on March 3rd.

Itinerary Overview

Feb 28: Check-in (8 AM–5 PM), Crazy 8's Competition, Opening Ceremony
Mar 1: Contests, Workshops, Expo, Excellence Awards
Mar 2: Contests, College Fair, Cinefest Screenings
Mar 3: Closing Ceremony (9 AM)

Behavior Expectations

Students must:

- Follow all school, district, and STN rules.
- Remain in good academic and disciplinary standing.
- Represent Weeki Wachee High School with maturity and respect.
- Stay with the group and follow all chaperone directions.

Failure to meet expectations may result in disciplinary action or removal from the trip.

We are proud to offer this opportunity for students to grow their filmmaking and storytelling skills. Please return all required forms and payments by the stated deadlines.

Thank you for your support,
Mr. Hunter Schwefringhaus
Digital Video Technology Instructor

Complete Section A or B; and C

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

A. Item Currently Budgeted -

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: Student Self Pay

Account Name: WWHS TV Production (CTE)

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
8020E	9800	3310	0391	92200	23000

Amount $ 12750.25

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 # 24. 26-3469 12/9/2025

Title and Board Action Requested
Approve an out of state trip for Central High School HVAC Instructor to attend AHR Expo in Las Vegas, Nevada, from February 3 through 6, 2026.

Executive Summary
The Principal on behalf of the Superintendent of Schools, hereby requests the Board approve an
Approve an out of state trip for Central High School HVAC Instructor Corey Waterman to attend AHR Expo in Las Vegas, Nevada, from February 3 through 6, 2026.

My Contact
Lisa Mitchell, Assistant Principal
Central High School
14075 Ken Austin Parkway
Brooksville, FL 34613
352-797-7020 xt 20402

Corey Waterman
Central High School
14075 Ken Austin Parkway
Brooksville, FL 34613
352-797-7020 xt 20212

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.

Please be sure to enter into Skyward!

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Waterman	Corey	J	15041
POSITION: HVAC Instructor			SCHOOL/COST CENTER: CHS

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 31

Purpose/Benefit (DO NOT use acronyms) AHR EXPO

Destination LAS VEGAS, NEVADA

BEGINNING	ENDING
Time 7:50 AM _____ PM	Time _____ AM 2:40 PM
Day of Week Monday Date 2-3-26	Day of Week Thursday Date 2-6-26

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:

FUND	FUNCTION	OBJECT	CENTER	PROJECT

TRAVEL EXPENSE CHARGED TO:

FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant _____ Date 11-5-25

FOR OFFICE USE ONLY: ☒ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor K. Slusser Date 11/6/25

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

SO-Per-025
October 2008
Reorder from Printing

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: CTE Supplemental Funds

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
1100E	5300	5100	9415	13300	87530 00000

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$ 48,528.27	$ 2,500.00	$ 46,028.27

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ☐
New for Current Year: ☑

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 25. 26-3472 12/9/2025

Title and Board Action Requested

Approval of the Memorandum of Agreement (MOA) Between the University of Florida Board of Trustees, for the Benefit of Lastinger Center of Learning, and Hernando County School District to Participate in the Florida Tutoring Advantage Program

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, for the benefit of Lastinger Center of Learning, and Hernando County School District. This agreement provides students in grades 6-12 with access to AI-enhanced academic support through Khan Academy's Khanmigo platform, as funded through the Florida Tutoring Advantage (FTA) program. The MOA outlines responsibilities related to student access, secure data sharing, and collaboration with UF Lastinger Center of Learning to support implementation, monitoring, and compliance with federal and state student privacy laws. The agreement is effective upon signature and continues through August 31, 2028, not to exceed three years. There is no financial impact to the Hernando County School District.

My Contact

Dr. John Morris
Director of Secondary Programs
352-797-7000 ext. 70443
morris_j@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

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

MEMORANDUM OF AGREEMENT
FOR COLLABORATION WITH
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
AND
HERNANDO COUNTY SCHOOL DISTRICT

This Memorandum of Agreement ("MOA") dated as of the date of the last signature below (the "Effective Date"), made by and between The University of Florida Board of Trustees for the benefit of Lastinger Center for Learning ("UNIVERSITY"), a public body corporate of the State of Florida, with offices located at Norman Hall Addition, 618 SW 12th St Suite 0711, Gainesville, FL 32601, and Hernando County School District ("DISTRICT"), located at 919 N Broad St, Brooksville, FL 34601, collectively referred herein as the "Parties". UNIVERSITY has contracted with selected Tutoring Service Providers referred to herein as ("SERVICE PROVIDER").

WHEREAS, this MOA entered into between UNIVERSITY and DISTRICT outlines the parameters under which UNIVERSITY will provide access to Florida Tutoring Advantage services and will cooperate for appropriate and secure access to DISTRICT data as described in the GADRRS DSA (Guidance and Agreement for Data harmony, Responsibility, Retention, and Sharing) to be provided by University and signed by District and the University;

WHEREAS, the Parties have set forth certain relevant definitions in the attached **Exhibit "A"**.

WHEREAS, UNIVERSITY has agreed to provide DISTRICT with certain educational or research-oriented services ("Services") as more fully described on the attached **Exhibit "B"**.

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

ARTICLE 1 - COLLABORATION

1.1 Collaboration Efforts. UNIVERSITY desires to facilitate tutoring services to DISTRICT students as mandated by Florida Statute, section 1008.366 and that is further described in Exhibit B ("Services"). To facilitate the Project, UNIVERSITY and DISTRICT will cooperate for the appropriate and secure access to DISTRICT data, as necessary.

1.2 Period of Performance. The period of performance for the Project begins immediately upon the signing of all parties to the agreement, and shall remain in effect for three years, and no later than August 31, 2028. October 1, 2025.and shall remain in effect until August 31, 2028. (**Not to exceed three years**).

1.3 University Representative. Dr. Shaunté Duggins of UNIVERSITY'S College of Education is responsible for the performance of the Project on behalf of UNIVERSITY.

1.4 DISTRICT Representative. Dr. John Morris is responsible for the performance of the Project on behalf of DISTRICT.

1.5 Tutoring Service Provider. SERVICE PROVIDER has been selected by UNIVERSITY to receive services as outlined below

Provider	Service Area	Service Limit
As determined by UNIVERSITY based on availability and funding	☐ Option 1: Partner Provided In-Person Tutoring: Reading and/or Math K-5 ☐ Option 2: Partner Provided Virtual Tutoring: Reading and/or Math K-5 ☐ Option 3: Partner Provided Automated Software: Reading and/or Math K-5 ☐ Option 4: District Provided In-Person Tutoring Support	As determined by UNIVERSITY based on availability and funding
Khan Academy	☒ 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

ARTICLE 2 - PUBLICATIONS; CONFIDENTIAL INFORMATION

2.1 Publications. UNIVERSITY reserves the right to make or allow to be made scholarly disclosures of the findings associated with the Services described in Exhibit B, including but not limited to, publication in scholarly journals, presentations at academic and other conferences, and disclosures to University and non-University scholars; provided that no personally identifiable student educational information is published.

2.2 Confidential Information.

(a) Definition "Confidential Information" means any and all non-public information owned or controlled by one Party ("DISTRICT") disclosed to the other ("UNIVERSITY") in connection with the Project that is specifically marked as confidential at the time of disclosure or if not able to be marked, identified as confidential and followed up in writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure. The Parties acknowledge that personally identifiable student information is protected against disclosure by

Federal and State Statutes and Regulations, and all such information is automatically designated "confidential" without need for written designation

(b) Obligations. The UNIVERSITY shall use the Confidential Information solely for the performance of the Project and may disclose Confidential Information only to its directors, officers, employees, and agents who need to know the Confidential Information for the performance of the Project. Either Party may refuse to accept any Confidential Information offered by the other Party.

(c) Exceptions. The obligations of Article 2.2(b) do not apply to information that the UNIVERSITY can demonstrate (i) is publicly available; (ii) is independently known, developed, or discovered without use of Confidential Information; (iii) is made available by a third Party without a known obligation of confidentiality to the DISTRICT; (iv) is required to be disclosed to comply with a law (including but not limited to Section 119 Florida Statutes), regulation, or court or administrative order provided that the UNIVERSITY uses reasonable efforts to provide prior written notice of the disclosure.

(d) Ownership and Return. Except as expressly set out in this Agreement, Receiving Party does not own any education record or PII contained therein. The official or representative is authorized to use the record only as set out in this Agreement, or as provided in Related Contract (if applicable).

ARTICLE 3 – PUBLIC RECORDS ACT

3.1. Public Records Act. The Parties agree and understand that each party is subject to Chapter 119, Florida Statutes ("Florida Public Records Act"). As such, this Agreement and all associated materials and information may be considered a "public record" subject to disclosure unless otherwise exempt. Each Party reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of this Agreement or any other information pursuant to a public records request shall not be considered a breach of this Agreement. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties agree that each is subject to Florida Law regarding public access to records under Chapter 119, Florida Statutes. 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. To the extent either Party provides the other any information which it believes is confidential or exempt, the disclosing Party shall notify receiving Party of the specific information that it believes is confidential, as well as the basis for the exemption. The Parties agree to maintain the other Party's records subject to section 119.0701, Florida Statutes. If and to the extent that either Party has access to any other confidential information regarding the other Party (such as security information as contemplated by section 119.071(c), Florida Statutes), the Parties agree to use reasonable measures to maintain the confidentiality of such information.

3.2 To the extent either Party 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 the Party terminating the Agreement. UNIVERSITY 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 Agreement if the contractor does not transfer the records to the School Board; and

d. Upon completion of the Agreement, 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 UNIVERSITY transfers all public records to the School Board upon completion of the Agreement, UNIVERSITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UNIVERSITY keeps and maintains public records upon completion of the Agreement, UNIVERSITY 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 UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, ELLERMAN_A@HCSB.K12.FL.US OR (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of UNIVERSITY 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. This provision shall survive any termination or expiration of the Agreement.

3.3. The Parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, the Parties shall employ commercial best practices for ensuring the security of all data shared pursuant to this Agreement including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of each Parties performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, the Parties agree to notify the other Party immediately, but no later than ten days following a determination of a breach of data security. Additionally, each Party shall fully cooperate, at its own expense, with any statutory notification requirements of the other Party. This cooperation includes law enforcement and auditors. Additionally, the Parties acknowledge that they are local governmental entities subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records, notice shall be provided to the other Party who may then, at its discretion, respond to the request. Should UNIVERSITY require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with School District.

ARTICLE 4 - PUBLICITY

4.1 Neither Party shall use the other's name, crest, logo, trademark or registered image without the express written permission of that Party. In the case of UNIVERSITY, consent must be provided by its Office of Strategic Communications and Marketing (news@ufl.edu). Notwithstanding the foregoing, either Party may make factual statements about the existence of this Agreement without prior approval, including the amount of the funding and a description of the Project, including in order to comply with (i) governmental disclosure obligations or (ii) reporting policies.

ARTICLE 5 - WARRANTY DISCLAIMER; LIABILITY

5.1 UNIVERSITY MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES AS TO ANY MATTER RELATING TO THIS AGREEMENT, INCLUDING, THE PERFORMANCE OR RESULTS OF THE AGREEMENT; THE AVAILABILITY OF LEGAL PROTECTION FOR RESEARCH RESULTS, INVENTIONS, OR ANY OTHER WORK PRODUCT OF THE AGREEMENT; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS AGREEMENT. UNIVERSITY PROVIDES NO EXPRESS OR

IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS. UNIVERSITY MAKES NO ASSURANCES THAT THE USE OF RESULTS OR INTELLECTUAL PROPERTY RIGHTS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

5.2 Each Party will bear its respective risks and liabilities incurred by it as a result of its obligations and efforts under this Agreement and shall not be liable for the acts of third parties or the consequences of the acts of third parties. Notwithstanding anything herein to the contrary, nothing in this Agreement constitutes consent by the State of Florida or its agents and agencies to be sued or a waiver of sovereign immunity pursuant to § 768.28, Florida Statutes.

of the State of Florida beyond the limited waiver provided in Section 768.28 Florida Statutes.

ARTICLE 6 - TERMINATION

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

6.2 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.

6.3 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.

ARTICLE 7 - NOTICES

The Parties shall provide notices for this Agreement in writing by email, recognized national overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

If to DISTRICT:
Administrative:
Ray Pinder
Superintendent
pinder_r@hcsb.k12.fl.us
Hernando County School District
919 N. Broad Street,
Brooksville, FL 34601
352-797-7001

amato_j1@hcsb.k12.fl.us

With copies to:
John Morris, Ed. D.
Director of Secondary Curriculum
morris_j@hcsb.k12.fl.us
Hernando County School District
919 N. Broad Street,
Brooksville, FL 34601
352-797-7000

Technical Matters:
Joe Amato, Director of Technology & Information Services
919 N. Broad Street,
Brooksville, FL 34601

352-797-7004

If to UNIVERSITY:
Administrative:
Dr. Shaunté Duggins
Director of State Initiatives
UF Lastinger Center for Learning
PO Box 117052
Gainesville, FL 32611
352-273-3654
shaunte@coe.ufl.edu

Technical Matters:
Dr. Joesph Glover
Provost and Senior Vice President for Academic Affairs
UF Lastinger Center for Learning
PO Box 117052
Gainesville, FL 32611

ARTICLE 8 - MISCELLANEOUS

8.1 Independent Contractor. UNIVERSITY and DISTRICT are independent contractors. Neither Party may act as agent for the other or enter into any contract, warranty, or representation on behalf of the other. Neither Party is bound by the acts or conduct of the other.

8.2 Insurance. Each Party has adequate liability insurance for its officers, employees, and agents while acting within the scope of their employment. Neither Party has any liability insurance policy that can extend protection to any other person. UNIVERSITY, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by UNIVERSITY, and will provide its Certificate of Insurance upon request.

8.3. Suspension, Debarment. Each party 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 Parties execute this agreement. If it is later determined that either Party knowingly rendered an erroneous certification, in addition to the other remedies

available to the other Party, the aggrieved Party may terminate the Agreement for default by the breaching Party.

8.4 E-Verify. Each Party warrants that it is in compliance with the E-Verify requirements set forth in § 448.095, Florida Statutes and will remain in compliance with such requirements throughout the term of the Agreement and any extensions or renewals thereof. Either party may immediately terminate the Agreement upon notice to the breaching party if the aggrieved party has a good faith belief that the breaching party is knowingly in breach of this warranty.

8.5 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any dispute arising hereunder shall be Hernando County, Florida.

8.6 Assignment. Neither Party may assign this Agreement voluntarily, by operation of law, or through change of control without the prior written consent of the other, which the Party may not unreasonably withhold or delay. This Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.

8.7 Agreement Modification. The Parties may only modify this Agreement by a written instrument signed by both Parties. Any waiver of rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance. Any change of the scope of activity under this Agreement or additional scope will be documented and approved by the Parties through a modification to this Agreement.

8.8 Force Majeure. Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, pandemic, epidemic, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Agreement with reasonable dispatch after the causes are removed.

8.9 Export Controls. The Parties shall comply with United States export control laws and regulations. The exchange of Export Controlled information is not anticipated under this Agreement. However, should DISTRICT determine that they must disclose export controlled information, DISTRICT shall notify UNIVERSITY before providing UNIVERSITY with any export controlled information or materials.

8.10 Protection of Human Subjects. The Parties will ensure that all proper review and approvals have been obtained in accordance with Federal Law relative to the protection of human subjects including human data protections. Each Party is solely liable for compliance with these Federal requirements.

8.11 Dispute Resolution. The Parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging appropriate administrative officials of each Party who shall negotiate in good faith to seek a

cooperative resolution. For any dispute related to this Agreement that the Parties cannot resolve by mutual agreement, the Parties must submit to formal mediation in Gainesville, Florida, or other mutually agreed upon dispute resolution options, failing which either Party may pursue any remedies legally available.

8.12 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Agreement, and the Parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent.

8.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.

8.14 Declaration of No Human Trafficking. Under penalty of perjury, the authorized representative signing this Agreement below warrants and declares, to the best of their knowledge and belief, that neither Party uses coercion for labor or services as defined in Section 787.06, Florida Statutes. This Agreement shall immediately terminate upon a breach of this section by either Party.

8.15 Counterparts. The Parties may execute this Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument.

8.16 Other Funded Research. Funded research, if any, between the Parties shall be handled under a separate research agreement not this Agreement.

8.17 Third Parties. All third parties participating is subject to the terms of this Agreement. Each Party will ensure that they have signed agreements with all third parties documenting this understanding. Notification and approval of third-party participation to and by the other Party is required.

8.18 Headings. Headings are for convenience and do not affect the meaning of any provision of this Agreement.

THE PARTIES have caused this Agreement to be executed by their duly authorized

representatives as of the Effective Date.

UNIVERSITY:	**DISTRICT:**
The University of Florida Board of Trustee for the benefit of Lastinger Center for Learning	Hernando County School District
Signature:_____	Signature:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
9:10 am, 11/20/2025

Exhibit "A" – Definitions

For purposes of this Agreement, the Parties agree that capitalized terms shall have the following meanings.

"Federal Laws"

Several relevant federal statutes and their implementing regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506 (16 CFR Part 312), and Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98).

"Privacy Measures"

When publishing tables, cell suppression and other methods of disclosure avoidance can be used to ensure students cannot be identified through small numbers displayed in table cells. Receiving Party must mask any cells containing fewer than five students and may be required to mask further to avoid any risk that data could be paired with other available data to identify students. Receiving Party agrees to mask data in such a way to avoid this risk.

"**Security Measures**"

Receiving Party shall develop and implement procedures, and systems to ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall be designed to ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPAA, FERPA, E-Government, etc.) and State Laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this Agreement. These measures will be extended by contract to all subcontractors used by Receiving Party who have access to the data provided under this Agreement.

"**De-identified Data**"

Data where any and all Personally Identifiable Information (PII) has been removed. The process of de-identifying data protects the privacy of students.

Typically, a computer system will store a student's name, student ID number, birthdate, etc. along with their attendance data, assessment scores, and/or usage of a software program. In that situation, a researcher or other party knows exactly which data goes with which student, and the students are "identifiable." De-identified Data, on the other hand, is data where student names, student ID numbers, dates of birth, etc. have all been removed such that no one knows who the students are when analyzing the data. According to the U.S. Department of Education, "De-identified data may be shared without the consent required by FERPA (34 CFR §99.30) with any party for any purpose, including parents, general public, and researchers (34 CFR §99.31(b)(1))."

For further explanation and examples of how and why these and other terms are used, please visit https://dataprivacyforstudents.org

Exhibit "B" – Services

The purpose of this agreement is to outline the responsibilities of the DISTRICT in relation to the selected SERVICE PROVIDER contracted by UNIVERSITY providing services and to outline the appropriate and secure access to DISTRICT data related to the Florida Tutoring Advantage established by Florida Statute 1008.366.

The following list is a comprehensive list of all services and associated requirements offered by the Florida Tutoring Advantage. Section 1.5 above dictates which Service Areas are applicable in this contract and the corresponding requirements are listed below.

1. Eligibility of Students We Aim to Serve

Reading & Mathematics (K-5)

High-impact tutoring may be provided to, at a minimum, kindergarten through grade 5 students enrolled in a public school who have a substantial deficiency in reading or mathematics in accordance with F.S. 1008.25

Currently, Florida Tutoring Advantage will work in collaboration with district/school leaders to prioritize students who receive Level 1 on FAST PM 2 and/or PM 3 before serving students who receive Level 2 on FAST PM 2 and/or PM 3.

AI (6-12)

6-12 students who would benefit from additional learning support (as defined in 1002.321 F.S.), as determined by the district.

2. Initial and Ongoing Support:

If applicable, DISTRICT will cooperate to ensure the successful set up and installation of Khan Academy AI tools including the use of the required tutoring management service.

If applicable, DISTRICT will provide support for the set up and installation of high-impact tutoring services (in-person, virtual, and/or automated) including the use of the required tutoring management service housed on the centralized single sign-on platform (SSO). Key elements of high-impact tutoring include:

- Group size appropriate to grade-level
- Frequent sessions (minimum 3 times/week, 75-90 total minutes per week)
- Tutoring by well-trained, engaged, and consistent tutors
- Use of high-quality materials aligned with curriculum
- Sessions scheduled during the school day
- Programs are data driven and model continuous improvement

DISTRICT will collaborate, communicate, and be responsive to the Florida Tutoring Advantage team regarding implementation and ongoing operation of the tutoring program.

3. If applicable, District Assurances for Khan Academy AI tools

   a) Project timeline:
   DISTRICT agrees to work with UNIVERSITY in implementing the services provided by SERVICE PROVIDER. This includes allowing for scheduling, providing location, necessary data, and participation in professional learning provided by SERVICE PROVIDER.

   b) Oversite for Student Use:
   DISTRICT will ensure access to information to facilitate rostering access to the Khan Academy AI tools and encourage appropriate and regular engagement.

   c) Provide Staff Support:
   DISTRICT will assign personnel to oversee implementation, troubleshoot access issues, and liaise with SERVICE PROVIDER as needed. The assigned personnel will be relayed to the UNIVERSITY and SERVICE PROVIDER upon execution of this agreement.

   d) Data Collaboration:
   DISTRICT will work with SERVICE PROVIDER and UNIVERSITY to provide necessary usage and outcomes data in a timely manner, ensuring compliance with data privacy regulations.

   Districts partnered with third-party services funded by the Lastinger Center agree to provide all relevant data generated by said third-party services to the Lastinger Center. This data may include, but is not limited to, tutoring sessions, third-party assessments, and other relevant educational activities. This data sharing is necessary for the evaluation and improvement of program effectiveness to comply with legislative mandates. Data generated by third-party service will be received and processed by the University designated data administrator. All data will be handled in accordance with applicable privacy laws and institutional data governance policies to ensure confidentiality and responsible use.

   e) Feedback and Reporting:
   DISTRICT will participate in periodic check-ins with UNIVERSITY to share insights, challenges, and best practices to improve program effectiveness.

   f) Training requirements:
   DISTRICT will ensure that staff are available to work with SERVICE PROVIDER regularly and participate in ongoing training and continuous improvement to the system of participation for students engaged in tutoring as part of the FTA program.

4. If applicable, District Assurances for Tutoring Services and/or Automated Software

   a) Project timeline:

DISTRICT agrees to work with UNIVERSITY in implementing the services provided by SERVICE PROVIDER. This includes allowing for scheduling, providing location, necessary data, and participation in professional learning provided by SERVICE PROVIDER.

b) Feedback and Reporting:
DISTRICT will participate in periodic check-ins with UNIVERSITY to share insights, challenges, and best practices to improve program effectiveness. Prior to the start of services, DISTRICT will complete and submit a project summary [https://docs.google.com/document/d/1BOWP_cQsDL2hwVQa3cqClEhzx_xJJmHW9yQkso-JeBQ/edit?usp=sharing] that includes an overview of the scope of the program to be implemented.

c) Scheduling:
Students designated for high impact tutoring will meet with tutors during the school day and according to the standards for consistency, frequency, and duration. DISTRICT will ensure students will be scheduled appropriately according to the age of students and recommended group size.

DISTRICT agrees to work with SERVICE PROVIDER to schedule services that meet the guidelines to participate in the Florida Tutoring Advantage program. If student attendance to tutoring drops to 70% or less, DISTRICT will review causes and corrective action with SERVICE PROVIDER and UNIVERSITY in a timely manner

d) Access:
Face-to-Face: DISTRICT receiving face-to-face tutoring services agrees to provide access to a suitable space for each student to meet with their tutor and assign facilitator(s) to maintain student safety and assure ease of connecting students to tutors. The space should be free of excessive noise and traffic and provide adequate room for tutoring more than one student when necessary.

Virtual: DISTRICT will provide the facilitation needed to maintain student safety, connect students to virtual tutoring services, and provide an environment that is free of distractions and interruptions while students receive virtual tutoring. Facilitators should be trained to assist students to access virtual services quickly and efficiently, and they should have clear directions on providing feedback for continuous improvement of tutoring delivery.

Automated Learning Support Software and AI Enhance Support: DISTRICT will provide the facilitation needed to maintain student safety, connect students to automated tutoring services and provide a conducive environment free of distractions and interruptions.

e) Tutor qualifications:
SERVICE PROVIDER will ensure that tutors have expertise in the area of instruction and have the passion and ability to engage students in supported learning. Qualifications include, but may not be limited to, educational background in necessary subject matter,

ability to adapt learning materials to engage students in learning, strong knowledge of session management, and excellent communication skills.

f) Learning Materials:
DISTRICT will support SERVICE PROVIDER in providing high quality instructional materials aligned with state standards and school curriculum, when applicable. Florida Statute emphasizes the alignment of tutoring to Florida's B.E.S.T. Standards as well as best practices in mathematics and Science of Reading.

g) Training requirements:
DISTRICT will ensure that staff are available to work with SERVICE PROVIDER regularly and participate in ongoing training and continuous improvement for students engaged in tutoring as part of the Florida Tutoring Advantage program.

5. Data Sharing and Confidentiality

In addition to this MOA, DISTRICT will execute UF Lastinger Center GADRRS Data Sharing Agreement (Guidance and Agreement for Data harmony, Responsibility, Retention, Sharing) outlining the terms and conditions for sharing relevant student data with the UNIVERSITY. This agreement will specify the required timelines, formats, and compliance measures to ensure proper data exchange.

DISTRICT and UNIVERSITY will collaborate with the SERVICE PROVIDER to uphold the highest standards of confidentiality, privacy, and student data security in accordance with FERPA regulations and other applicable policies.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 26. 26-3487 12/9/2025

Title and Board Action Requested
Approve the overnight field trip for the Hernando High School Competitive Cheer Team to attend the National High School Cheer Championship at the ESPN Wide World of Sports Center, Kissimmee, FL

Executive Summary
The Principal of Hernando High School, on behalf of the Superintendent of Schools, hereby requests the Board to approve the overnight field trip for the Hernando High School Competitive Cheer Team to attend the National High School Cheer Championship at the ESPN Wide World of Sports Center, Kissimmee, FL on January 28, 2026 thru February 2, 2026.

My Contact
Robin Paselio
Cheer Coach
352-797-7015

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.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: Cheer

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	8020	9800	3310	0051	92000	01300

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 31,460.80	$	$	$	$ 31,460.80	$

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ☐
New for Current Year: ☐

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 27. 26-3489 12/9/2025

Title and Board Action Requested
Approve an overnight field trip for Weeki Wachee High School Wrestling to Lake Mary, FL to compete at the Tournament of Champions on Jan 2, 2026-Jan 3, 2026.

Executive Summary
The principal of WWHS, Ed LaRose, on behalf of the Superintendent of Schools, hereby requests the Board approve for WWHS Wrestling competition in Lake Mary, FL on Jan 2-3, 2026.

My Contact
Patrick McHugh
Athletic Director
mchugh_p@hcsb.k12.fl.us
352-797-7029

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.

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

Ed LaRose
Principal

Phone (352) 797-7029
Fax (352) 797-7129
Website:
www.hernandoschools.org/schools/weeki-wachee-high-school

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

Kevin Bittinger
Assistant Principal

Mildred Murrman-Dudley
Assistant Principal

Brandy Sladek
Assistant Principal

Dear Members of the Hernando County School Board,

I am writing to request approval for two overnight trips for our varsity wrestling team during the regular season:

1. **Tournament of Champions**
   - **Location:** Lake Mary High School, Lake Mary, FL
   - **Dates:** January 2nd and 3rd
   - **Transportation:** School District 10-passenger vans driven by Coaches Mark Murray and Chake Ros
   - **Estimated Cost:** $1,596.54 for six hotel rooms at Hilton Garden Inn Orlando North/Lake Mary
   - **Duration:** One night
2. **Capital City Classic**
   - **Location:** Chiles High School, Tallahassee, FL
   - **Dates:** February 6th and 7th
   - **Transportation:** School District 10-passenger vans driven by Coaches Mark Murray and Chake Ros
   - **Estimated Cost:** $867.42 for six hotel rooms at Hampton Inn & Suites Tallahassee I-10 Thomasville Rd
   - **Duration:** One night

Students will be responsible for their own meals and may either bring money or pack food for the trip.

The varsity team consists of the following student-athletes:
Cameron Flood, Colton Dube, Payton Lawson, Michael Seaman, Bryce Mathien, Chris Merritt, Brad Baker, Levi Chancey, Jashaun Contegiacomo, James Nielson, Jordan Cartier, Diego Maysonet, and Kyle Bunn.

We believe these trips will provide valuable competitive experience and help our athletes grow both on and off the mat. It will prepare our wrestlers for the postseason at Regionals and States. Thank you for your consideration and continued support of our wrestling program.

Please let me know if you need any additional information or documentation.

Sincerely,

Weeki Wachee Athletic Director

128

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Ros	Chake		17044
POSITION			SCHOOL/COST CENTER
Coach - Wrestling			Week. Wachee HS

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 _____

Purpose/Benefit (DO NOT use acronyms) Boys Varsity Wrestling Tournament

Destination Lake Mary High School / Lake Mary FL - Orlando

BEGINNING	ENDING
Time _____ AM _____ PM	Time _____ AM _____ PM
Day of Week Friday Date 01/02/26	Day of Week Friday Date 01/02/26

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:					TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT	FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant _____ Date 11/20/25

FOR OFFICE USE ONLY: ☒ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 11/21/25

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.

11/24

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

SO-Per-025
November 2020
Reorder from Printing

HERNANDO COUNTY SCHOOL DISTRICT
Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Murray	Mark	O	16599
POSITION			SCHOOL/COST CENTER
PARA			Weeki Wachee HS

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

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

Number of Hours Requested 7.0

Purpose/Benefit (DO NOT use acronyms) Boys Varsity Wrestling Tournament

Destination Lake Mary High School / Lake Mary - Orlando

BEGINNING	ENDING
Time 7:00 AM _____ PM	Time _____ AM 2:00 PM
Day of Week Friday Date 01/02/26	Day of Week ~~Friday~~ Date ~~01/02/26~~ 01/03/26

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:					TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT	FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant _____ Date 11/20/25

FOR OFFICE USE ONLY: ☒ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 11/21/25

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.

11/24

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

SO-Per-025
November 2020
Reorder from Printing

Complete Section A or B; and C

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

A. Item Currently Budgeted -

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: Student Self Pay/Athletic Dept

Account Name: WWHS Athletics

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
8020E	9800	3330	0391	92000	01000

Amount $ 2200.00

Funding Source _____

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 28. 26-3490 12/9/2025

Title and Board Action Requested
Approve overnight in state field trip for Weeki Wachee High School Wrestling to Tallahassee, FL to compete at the Capital City Classic from Feb 6, 2026 - Feb 7, 2026.

Executive Summary
The Principal of WWHS, Ed LaRose, on behalf of the Superintendent of Schools, hereby requests the Board approve for the WWHS Wrestling team to compete in Tallahassee on Feb 6-7, 2026..

My Contact
Mark Murray
Coach
murray_m@hcsb.k12.fl.us
352-797-7029

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.

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

Ed LaRose
Principal

Phone (352) 797-7029
Fax (352) 797-7129
Website:
www.hernandoschools.org/schools/weeki-wachee-high-school

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

Kevin Bittinger
Assistant Principal

Mildred Murrman-Dudley
Assistant Principal

Brandy Sladek
Assistant Principal

Dear Members of the Hernando County School Board,

I am writing to request approval for two overnight trips for our varsity wrestling team during the regular season:

1. **Tournament of Champions**
   - **Location:** Lake Mary High School, Lake Mary, FL
   - **Dates:** January 2nd and 3rd
   - **Transportation:** School District 10-passenger vans driven by Coaches Mark Murray and Chake Ros
   - **Estimated Cost:** $1,596.54 for six hotel rooms at Hilton Garden Inn Orlando North/Lake Mary
   - **Duration:** One night
2. **Capital City Classic**
   - **Location:** Chiles High School, Tallahassee, FL
   - **Dates:** February 6th and 7th
   - **Transportation:** School District 10-passenger vans driven by Coaches Mark Murray and Chake Ros
   - **Estimated Cost:** $867.42 for six hotel rooms at Hampton Inn & Suites Tallahassee I-10 Thomasville Rd
   - **Duration:** One night

Students will be responsible for their own meals and may either bring money or pack food for the trip.

The varsity team consists of the following student-athletes:
Cameron Flood, Colton Dube, Payton Lawson, Michael Seaman, Bryce Mathien, Chris Merritt, Brad Baker, Levi Chancey, Jashaun Contegiacomo, James Nielson, Jordan Cartier, Diego Maysonet, and Kyle Bunn.

We believe these trips will provide valuable competitive experience and help our athletes grow both on and off the mat. It will prepare our wrestlers for the postseason at Regionals and States. Thank you for your consideration and continued support of our wrestling program.

Please let me know if you need any additional information or documentation.

Sincerely,

Weeki Wachee Athletic Director

MURRAY, MARK OWEN - Transactions

Grp	Code	Date	Description	Allocated	Used	Left	Unpaid	FMLA	Type	Reason	A	HTOTRN-ID
9	TEMP	2/06/2026	Boys Varsity Wrestling Tournament / C		7.0000				Hours	TEMP DUTY		59900

Expand All Collapse All

Time Off Information

Name: **MARK OWEN MURRAY**
Date: **02/06/2026 Fri**
Status: **Approved**
Time Off Code: **TEMPORARY DUTY**
Reason: **TEMP DUTY**
Reason Long Description: **TEMPORARY DUTY**
Description: **Boys Varsity Wrestling Tournament / Capital City Classic @ Chiles Hs in Tallahassee**
Type: **Used**
Days/Hours: **7h 00m**
Start Time: **7:00 am**

Approval History

Status	Name	Date	Time	Notes
Approved	EDWARD G LAROSE IV	11/21/2025 Fri	6:07 am	
Approved	SARAH E JOHNSTON	11/21/2025 Fri	5:20 am	
Created	MARK OWEN MURRAY	11/20/2025 Thu	12:10 pm	

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Murray	Mark		16514
POSITION			SCHOOL/COST CENTER
Wrestling Coach			0351

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

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

Number of Hours Requested _____

Purpose/Benefit (DO NOT use acronyms) Boys Varsity Wrestling

Destination Chiles HS in Tallahassee

BEGINNING	ENDING
Time _____ AM _____ PM	Time _____ AM _____ PM
Day of Week Sat Date 2/7/26	Day of Week Sat Date 2/7/26

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:					TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT	FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant _____ Date 11/24/25

FOR OFFICE USE ONLY: ❒ APPROVED ❒ NOT APPROVED

Site Administrator/Supervisor _____ Date 11/24/25

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.

SO-Per-025
November 2020
Reorder from Printing

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

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Ros	Chake		17044
POSITION			**SCHOOL/COST CENTER**
Coach - Wrestling			Weeki Wachee HS

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 _____

Purpose/Benefit (DO NOT use acronyms) Boys Varsity Wrestling Tournament

Destination Chiles High School in Tallahassee

BEGINNING	ENDING
Time _____ AM _____ PM	Time _____ AM _____ PM
Day of Week Friday Date 02/06/26	Day of Week ~~Friday~~ Date ~~02/06/26~~ SAME 2/7/26

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT

TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant _____ Date 11/20/25

FOR OFFICE USE ONLY: ☐ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 11/21/25

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.

11/24

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

SO-Per-025
November 2020
Reorder from Printing

Complete Section A or B; and C

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

A. Item Currently Budgeted -

Account Name _____

Account Number _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name _____

Account Number _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: Student Self Pay/Athletic Dept

Account Name: WWHS Athletics

Account Number: 8020E (Fund) 9800 (Function) 3330 (Object) 0391 (Cost Center) 92000 (Project) 01000 (Sub Project)

Amount $ 1500.00

Funding Source _____

Account Name _____

Account Number _____ Fund _____ Function _____ Object _____ Cost Center _____ Project _____ Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 29. 26-3407 12/9/2025

Title and Board Action Requested
Ratify changes to the contract between the Hernando Classroom Teachers Association and the Hernando School District.

Executive Summary
The Director of Labor Relations and Professional Standards, on behalf of the Superintendent of Schools, hereby requests approval to ratify the changes to the contract between the Hernando Classroom Teachers Association (HCTA) and the Hernando School District. Attached are the TA(s) and MOU(s) agreed to during the last bargaining cycle.

TA #1 represents an agreement that was reached with HCTA regarding the increase in the Board's contribution towards employee health insurance premiums.

My Contact
Matthew Goldrick
Director of Labor Relations and Professional Standards
goldrick_m@hcsb.k12.fl.us
352-797-7070 ext. 70451

2023-28 Strategic Focus Area
Priority 2: Talent Management

Financial Impact
The cost for this agenda item is estimated at $905,049.60 annually. See the 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.

TA# 1

ARTICLE XVI Insurance

16.10 A comprehensive group medical insurance plan which should include maternity, major medical, out-patient diagnostic benefits, and term life insurance benefits shall be made available under the following conditions:

1) The Board shall contribute to the employee's single (individual) coverage cost not to exceed $~~784.44~~843.64 per month, effective January 1, 202~~6~~5.

9/15/25

For the Board, Chief Negotiator — Date
Matthew Goldrick, Director of Labor Relations & Professional Standards

Dana L. Blanpied — 9/15/25

For the Union — Date

[redacted]

MEMORANDUM OF UNDERSTANDING BETWEEN

HERNANDO COUNTY SCHOOL DISTRICT ("District") AND

THE HERNANDO CLASSROOM TEACHERS' ASSOCIATION ("HCTA" or "Union")

This MOU outlines an agreement between Hernando County School Board and HCTA regarding the split class coverage to ensure consistent and quality education for students during teacher absences, emergencies, or other circumstances requiring split classes. The Board acknowledges the desirability of replacing bargaining unit members who are absent and will arrange for such replacements insofar as it is practicable to do so, within the limits of such constraints as adequacy of notice of absence, availability of funds, and availability of qualified personnel.

The Hernando County School Board will ensure that split class coverage is used only when necessary and no other viable options are available, while providing notice to teachers when split class coverage is required.

In the event an absent teacher's class is split by administration, no substitute is secured to cover the teacher's absence, and teachers are required to absorb students into their instructional periods, each teacher receiving students shall be compensated $30/day for groups of up to 5 students, and $50/day for groups of more than 5 students. For the purposes of compensation, the pay for split class coverage will be paid when the duration of the coverage exceeds 50% of the teacher contract day. The district will provide funds for this purpose of up to $50,000. This agreement shall expire if the total expenditure for this purpose exceeds $50,000 or effective 6/30/2026, whichever occurs first. District will provide monthly updates to HCTA as to how much is being expended for this purpose.

For the Board, Chief Negotiator — Date: 9/29/2025

Dana L Blazier — Date: 9/29/25

For the Union — Date

10/27/2025 ~~10/25/2021~~

MEMORANDUM OF UNDERSTANDING
BETWEEN
HERNANDO COUNTY SCHOOL DISTRICT ("District")
AND THE
HERNANDO CLASSROOM TEACHERS' ASSOCIATION ("HCTA" or "Union")
Referendum Supplements

In accordance with the language of the 2020 local referendum, the district will commit 50% of the total funds raised through the 1 mill increase to attract and retain high-quality teachers and staff with competitive salaries and provide additional staff to support student needs. The parties agree that 59.125% of the funds generated for salaries and additional staff will be reserved for the instructional unit.

The appropriate portion of the funds shall be held to cover costs associated with fringe. The remaining funds reserved for the instructional unit shall be paid to employees within the instructional bargaining unit in referendum supplements calculated as follows:

1. Identify the number of teachers in each district instructional experience band to include the most recent year of experience prior to the current school year:
    a. Year 0 equals .1 supplement factor
    b. Year 1-2 equals .25 supplement factor
    c. Years 3-5 equals .5 supplement factor
    d. Years 6-8 equals .75 supplement factor
    e. Years 9-11 equals 1.0 supplement factor
    f. Years 12-14 equals 1.5 supplement factor
    g. Years 15-17 equals 1.75 supplement factor
    h. Years 18-20 equals 2.0 supplement factor
    i. Years 21+ equals 2.25 supplement factor
2. Determine the teacher factor by multiplying the number of teachers in each district instructional experience band by the corresponding supplement factor.
3. Divide the total amount of funds available by the total teacher factor.
4. Multiply the amount determined by the supplement factor for each band to determine individual supplement amount.

Prior to the distribution of supplements, the District and ~~Union~~ HCTA will review all calculations before the first pay period of the school year. A table outlining the value of the millage supplements according to experience band and the number of instructional staff within each band will be published for all bargaining unit members after the initial review with HCTA is completed. Supplements shall be distributed into equal payments across the regular pay schedule. Initial supplement calculations shall be based upon the estimate of revenues to be generated. Should revenue exceed the initial estimates, the difference shall be distributed to eligible employees in the instructional unit using the same formula with the entire remaining balance of all supplements ~~paid with the final June paycheck~~ paid no later than the second payroll run in August of the next school year to accommodate year-end processing and account reconciliation.

This agreement will remain in effect until the millage period ends. However, HCTA and HCSD may mutually agree to amend the fund distribution before the millage period ends. ~~This agreement will remain in effect until renegotiated and agreed to by both parties but does not preclude renegotiation amendments to the distribution of funds prior to the expiration of the milage period when mutually agreed to by HCTA and HCSD.~~

Dated this 27 of October 2025

for the District

Dana L Blayzer

for the Union

[redacted]

MEMORANDUM OF UNDERSTANDING

Between
The Hernando County School Board
And
The Hernando Classroom Teachers' Association

The parties hereby enter into this Memorandum of Understanding acknowledging an agreement to the following language regarding Title I Supplements.

Title I provides additional resources for activities designed to raise student achievement in schools with economically disadvantaged students. In an effort to help schools meet the requirements of Title 1 compliance and parent and family engagement, the District and Union agree to the use of Title I funds for the following:

A supplement of $1,500 will be paid at the end of the 2025-2026 school year to the Title I school-based Compliance Liaison for accessing, maintaining, and communicating Title I compliance-related information.

A supplement of $1,500 will be paid at the end of the 2025-2026 school year to the Title I school-based Family Engagement Liaison for assisting administration with engaging the community in all components of Title I that pertain to parent and family engagement.

Title I schools, at which staff are working in the above positions and therefore eligible for these supplements, are identified as the following schools: Brooksville Elementary School, Deltona Elementary School, Eastside Elementary School, John D. Floyd Elementary School, Moton Elementary School, Pine Grove Elementary School, Spring Hill Elementary School, Westside Elementary School, Explorer K-8 School (grades K-5), Explorer K-8 School (grades 6-8) Dolores S. Parrott Middle School, Fox Chapel Middle School, and West Hernando Middle School. and Suncoast Elementary School. DLB MG

All disbursements are dependent upon procuring Title I grant funds for this purpose. All expenditures must be consistent with the approved allocation, as well as applicable state and federal laws, regulations, and guidance, and will be paid in the last paycheck at the end of the 2025-2026 school year.

For the Board — Date: 9/29/2025

Dana L. Blanpied
For the Union — Date: 9/29/25

MEMORANDUM OF UNDERSTANDING
BETWEEN
HERNANDO COUNTY SCHOOL DISTRICT ("District")
AND
THE HERNANDO CLASSROOM TEACHERS' ASSOCIATION ("HCTA" or "Union")

In the 2024-25 school year, recognizing the challenges presented in recruiting qualified staff for Administrative and Certified School Counselor positions, the District introduced Instructional Masters' Degree Scholarship programs. Employees in the Instructional bargaining unit selected for a scholarship through the application process may be required to continue employment in the District for five years following completion of the degree program. It is understood by the parties that there is no guarantee of placement following completion of the degree program.

Any individual agreement to terms of Work Commitment and obligations for repayment entered into under the Instructional Masters' Degree Scholarship programs are separate from and do not supersede or modify any terms or conditions of employment negotiated for the instructional bargaining unit by the District and HCTA.

For the Board — Date: 5/29/25

For the Union: Susan Jackson — Date: 5/29/25

MEMORANDUM OF UNDERSTANDING
BETWEEN
HERNANDO COUNTY SCHOOL DISTRICT ("District")
AND
THE HERNANDO CLASSROOM TEACHERS' ASSOCIATION ("HCTA" or "Union")

Employees hired into the Instructional bargaining unit following completion of the Associate Teacher Substitute (ATS) program are entitled to the full benefits and protections set forth in the Instructional Master Contract. It is expressly understood that any individual agreement to terms of Work Commitment and obligations for repayment entered into under the Associate Teacher Substitute program are separate from and do not supersede or modify any terms or conditions of employment negotiated for the instructional bargaining unit by the District and HCTA.

For the Board — Date: 5/29/25

Dana L Blayney — For the Union — Date: 5/29/25

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: TA#1 - HCTA Health Insurance - General Fund, Special Revenue

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	11XX/41XX/42XX	51XX-6XXX	2300	Various	Various	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 905,049.60	$	$	$ 905,049.60	$	$ 905,049.60

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ☒

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 30. 26-3408 12/9/2025

Title and Board Action Requested
Ratify changes to the contract between Hernando United School Workers and the Hernando County School District.

Executive Summary
The Director of Labor Relations and Professional Standards, on behalf of the Superintendent of Schools, hereby requests approval to ratify the changes to the contract between the Hernando United School Workers (HUSW) and the Hernando School District. Attached are the TA(s) and MOU(s) agreed to during the last bargaining cycle.

TA #1 represents the agreement that was reached with HUSW regarding the increase to the Board's contribution towards employee health insurance premiums.

This item also acknowledges the distribution of a step increase, with an effective date of July 1, 2025, or contract start date, for all eligible HUSW employees.

Step will only apply to HUSW employees who earned a year of experience with Hernando School District for the 2024-2025 school year.

My Contact
Matthew Goldrick
Director of Labor Relations and Professional Standards
goldrick_m@hcsb.k12.fl.us
352-797-7070 ext. 70451

2023-28 Strategic Focus Area
Priority 2: Talent Management

Financial Impact
See attached budget sheet.
The cost of the HUSW step increase, previously budgeted, is $353,435.57. The cost for the increase to the Board's contribution to employee health insurance premium is $442,579.20 annually.

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.

TA# 1

ARTICLE XVII BENEFITS

Section 4: Health/Medical Insurance. Beginning January of 2026, ~~T~~the Board's contribution shall not exceed $~~784.44~~843.64 per month, per employee, for those employees who "opt" in, and this shall be negotiated annually. Employer agrees to renegotiate health insurance premiums for bargaining unit members if another bargaining unit receives a Board contribution in excess of the one stated in this contract. The effective date of insurance for all new hired employees will be the 1st of the month following a 60 day wait period effective January 1, 2015. Any funding received by the District as a result of the insurance profit sharing program will be negotiated to offset health insurance costs for bargaining unit members.

For the Board — Date: 10/15/25

For the Union — Date: 10/15/25

TA #2

HUSW Proposal
9.3.2025

ARTICLE I

SCOPE AND PURPOSE

Section 5: Negotiations, Mediation, and Impasse.

A. In contract bargaining, mediation shall be by mutual consent of the parties. Each party shall be entitled to provide the Mediator and the other party with whatever information it wishes as to its position. Negotiations with the Mediator present shall be arranged by mutual agreement. Recommendations by the Mediator shall be advisory only and shall not be admissible in evidence in any subsequent proceedings, including impasse proceeding, without the written consent of both parties.

B. ~~Should the FMCS decline to assist the parties,~~ The parties may utilize a ~~PERC appointed~~ Mediator appointed by the Public Employees Relations Commission or provided through another mutually agreed upon service under the same conditions set forth in paragraph A above, with all costs associated with mediation borne equally by the parties.

C. The parties shall resolve negotiation impasses as and to the extent required by law.

for the Board

for the Union

10/15/25

Date

10/15/25

Date

TA #3

ARTICLE VI

GRIEVANCE PROCEDURE AND ARBITRATION

Section 6(A): Selection of Arbitrator. As soon after the demand for arbitration is served and a list of arbitrators has been received ~~by the FMCS~~, the parties shall meet or confer by telephone in order to select an arbitrator to hear and decide the grievance. The Union and the School Board shall each have the right to alternatively strike three (3) names from the list. The party to strike first shall be decided by the flip of a coin. The name remaining shall be the arbitrator. Subject to Section 8, the arbitrator selected shall decide the dispute and such decision shall be final and binding on the parties and the employees.

for the Board

10/15/25

Date

Valerie J Smith

for the Union

10/15/25

Date

TA #4

ARTICLE XVI

LEAVE OF ABSENCE

Section 12: Bereavement Leave

(1) Bargaining unit members shall be granted up to three (3) days of paid bereavement leave per year.

for the Board

for the Union

10/15/25

Date

10/15/25

Date

TA# 5

Article X – Days and Hours of Work and Premium Pay Section 2 C

Bus operators, in addition to their regular hours of work as a driver, will be paid ~~20~~ 15 minutes per day for sweeping their bus and doing required paperwork, this includes end-of-year bus cleaning. Effective December 27, 2010, bus operators will be paid 15 minutes per day to conduct a thorough pre-trip. In addition, should a driver choose to fuel their bus, they will be paid an additional ~~10~~ 15 minutes per day. Bus operators are to clean their buses thoroughly at the end of the year, this time is factored into the extra minutes per day allotted for bus sweeping and doing paperwork.

10/15/25

For the Board, Chief Negotiator — Date
Matthew Goldrick, Director of Labor Relations & Professional Standards

10/15/25

For the Union — Date

#4

ARTICLE III

UNION RIGHTS, PRIVILEGES AND OBLIGATIONS

Section 17: Information from the Superintendent.

1. The Superintendent will notify the Union of additions and deletions to the bargaining unit ~~upon request from the Union~~.
2. When the Superintendent reports the fund balance to the Commissioner of Education as per F.S. 1011.051, the Union President will automatically be provided with an electronic copy of the report.
3. When the Superintendent submits the final District Summary Budget, ESE 139, to the Commissioner of Education, the Union President will be provided an electronic copy as prepared and transmitted in a PDF file.
4. When the Superintendent submits the Annual Financial Report, ESE 348, to the Commissioner of Education, the Union President will be provided electronic copies as prepared and transmitted in a PDF file.

for the Board

for the Union

10/15/25

Date

10/15/25

Date

#7

ARTICLE III

UNION RIGHTS, PRIVILEGES AND OBLIGATIONS

Section 19: Performance Survey. Bargaining unit members in job classifications which require training, assigning, coordinating, and/or monitoring work of other unit employees may be asked for ~~opinions, assistance, or~~ information regarding other unit employees' performance as to the quality and quantity of work performed; however, the evaluation instrument will be completed and signed by management.

for the Board

for the Union

10/15/25

Date

10/15/25

Date

HCSB Counter
October 15, 2025

TA #8

ARTICLE IV

FAIR PRACTICES AND EQUAL OPPORTUNITY

Section 4: ~~Public Discipline~~Respect. Employees in the bargaining unit are essential to operations and the education process and shall be treated with dignity and respect. ~~Administrators shall not discipline employees in the presence of students or parents except in an emergency or when it is necessary to maintain proper discipline or to ensure the problem is corrected immediately.~~

for the Board

for the Union

11/3/25

Date

11/3/25

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
HERNANDO COUNTY SCHOOL DISTRICT ("District")
AND
THE HERNANDO UNITED SCHOOL WORKERS ("HUSW" or "Union")
Effective July 1st, 2025

Restructuring of the Food and Nutrition Services Department HUSW Positions

Current Position	Salary Structure	Proposed Position	Explanation
Food and Nutrition Services Technician I, II, III	Level III salary is Non-Instructional Y $19.55	Updated JD and title change to Food and Nutrition Services Technician	Eliminate the structure of I,II, and III Salary structure Non-Instruct Y
Food and Nutrition Services Assistant	Non-Instructional- A $16.85	Updated JD. Title changes to Food and Nutrition Services Associate	No eliminated positions
Food and Nutrition Services Assistant I	Non-Instructional- D $17.15	Staying on current job description	Eliminate through attrition
Food and Nutrition Services Assistant II	Non-Instructional- H $17.45	Staying on current job description	Eliminate through attrition
Food and Nutrition Services Assistant III	Non-Instructional- K $18.00	Updated JD. Title changes to Food and Nutrition Services Lead Associate	No eliminated positions
	Non-Instructional – H $17.45 Upon successful graduation will move to salary Non-Instruction-K $18.00	Food and Nutrition Services Leadership Intern (NEW) 4 spots One year career opportunity to rotate through HS, MS, KB and Elementary to learn all aspects of food service management.	Opportunity for career growth/pathway. One year internship. Internal applicants only. Internal application mechanism. Upon graduation, meets qualifications for FNS Lead Associate or management positions.
	Internal application for food and nutrition employees that have completed the internship Non-Instruction – M $18.20	Food and Nutrition Services Lead Training Associate (NEW)	Must have completed the one-year internship program to qualify. Internal mechanism for internal applicants only Up to, but not to exceed 4-trainers

Position	Level	Placement Hourly	Placement Hourly
Air Condition Mechanic I	V	$ 19.25	$ 19.70
Air Condition Mechanic II	W	$ 19.35	$ 19.80
Air Condition Mechanic III	Y	$ 19.55	$ 20.00
Athletic Turf Maintenance I	T	$ 19.15	$ 19.60
Athletic Turf Maintenance II	V	$ 19.25	$ 19.70
Athletic Turf Maintenance III	W	$ 19.35	$ 19.80
Attendance Assistant/Service Transporter	N	$ 18.55	$ 19.00
Bookkeeper Elem/Mid School	N	$ 18.55	$ 19.00
Bookkeeper High School	O	$ 18.65	$ 19.10
Bus Attendant	B	$ 16.95	$ 17.40
Bus Operator	SBO	$ 19.80	$ 20.25
Camera Technician	M	$ 18.20	$ 18.65
Carpenter I	V	$ 19.25	$ 19.70
Carpenter II	W	$ 19.35	$ 19.80
Carpenter III	X	$ 19.45	$ 19.90
Child Development Associate (CDA) Lead	AA	$ 21.80	$ 22.25
Child Development Associate (CDA) Teacher Assistant	N	$ 18.55	$ 19.00
Computer Lab Manager	R	$ 18.95	$ 19.40
Data Entry Operator	L	$ 18.10	$ 18.55
Dispatcher	M	$ 18.20	$ 18.65
Electrician I	V	$ 19.25	$ 19.70
Electrician II	W	$ 19.35	$ 19.80
Electrician III	Y	$ 19.55	$ 20.00
Electronics Technician I	V	$ 19.25	$ 19.70
Electronics Technician II	W	$ 19.35	$ 19.80
Electronics Technician III	Y	$ 19.55	$ 20.00
Environmental Services Technician I	B	$ 16.95	$ 17.40
Environmental Services Technician II	E	$ 17.25	$ 17.70
Environmental Services Technician III	I	$ 17.80	$ 18.25
Fire Alarm Technician	Y	$ 19.55	$ 20.00
Food & Nutrition Associate ~~Assistant~~	A	$ 16.85	$ 17.30
Food & Nutrition Assistant I	D	$ 17.15	$ 17.60
Food & Nutrition Assistant II	H	$ 17.45	$ 17.90
Food & Nutrition Lead Associate ~~Assistant III~~	K	$ 18.00	$ 18.45
Food and Nutrition Leadership Intern	H	$17.45	$17.90
Food and Nutrition Lead Training Associate	M	$18.20	$18.65
Food & Nutrition Summer Multi-Site Lead Associate ~~Assistant~~/Summer Monitor	Y	$ 19.55	$ 20.00
Food & Nutrition Summer Single Site Lead Associate ~~Assistant~~	P	$ 18.75	$ 19.20
Food & Nutrition Summer Associate ~~Assistant~~	E	$ 17.25	$ 17.70
~~Food Service Technician I~~	~~V~~	~~$ 19.25~~	~~$ 19.70~~
~~Food Service Technician II~~	~~W~~	~~$ 19.35~~	~~$ 19.80~~
Food Service Technician ~~III~~	Y	$ 19.55	$ 20.00
General Construction/Heavy Equipment Operator I	V	$ 19.25	$ 19.70
General Construction/Heavy Equipment Operator II	W	$ 19.35	$ 19.80
General Construction/Heavy Equipment Operator III	X	$ 19.45	$ 19.90
Graphics Designer	P	$ 18.75	$ 19.20
In School Suspension Monitor	N	$ 18.55	$ 19.00
Indoor Air Quality Technician I	T	$ 19.15	$ 19.60
Indoor Air Quality Technician II	V	$ 19.25	$ 19.70
Indoor Air Quality Technician III	W	$ 19.35	$ 19.80
Irrigation Systems Technician I	V	$ 19.25	$ 19.70

Irrigation Systems Technician II	W	$ 19.35	$ 19.80
Irrigation Systems Technician III	X	$ 19.45	$ 19.90
Job Coach	E	$ 17.25	$ 17.70
Lawn Turf Maintenance I	K	$ 18.00	$ 18.45
Lawn Turf Maintenance II	O	$ 18.65	$ 19.10
Lawn Turf Maintenance III	Q	$ 18.85	$ 19.30
Lunchroom Aide	A	$ 16.85	$ 17.30
Maintenance Equipment Technician I	AA	$ 21.80	$ 22.25
Maintenance Equipment Technician II	BB	$ 23.80	$ 24.25
Maintenance Equipment Technician III	CC	$ 25.80	$ 26.25
Maintenance Helper	D	$ 17.15	$ 17.60
Maintenance Vehicle Technician I	AA	$ 21.80	$ 22.25
Maintenance Vehicle Technician II	BB	$ 23.80	$ 24.25
Maintenance Vehicle Technician III	CC	$ 25.80	$ 26.25
Maintenance Warehouse Inventory Specialist I	P	$ 18.75	$ 19.20
Maintenance Warehouse Inventory Specialist II	Q	$ 18.85	$ 19.30
Maintenance Warehouse Inventory Specialist III	Y	$ 19.55	$ 20.00
Office Clerk	B	$ 16.95	$ 17.40
Painter I	V	$ 19.25	$ 19.70
Painter II	W	$ 19.35	$ 19.80
Painter III	X	$ 19.45	$ 19.90
Paraprofessional - Clinic	C	$ 17.05	$ 17.50
Paraprofessional - Deaf/Hard of Hearing	H	$ 17.45	$ 17.90
Paraprofessional - ESE	H	$ 17.45	$ 17.90
Paraprofessional - Media	E	$ 17.25	$ 17.70
Paraprofessional I (as indicated	C	$ 17.05	$ 17.50
Paraprofessional II (as indicated	E	$ 17.25	$ 17.70
Parent Liaison	R	$ 18.95	$ 19.40
Plumber I	V	$ 19.25	$ 19.70
Plumber II	W	$ 19.35	$ 19.80
Plumber III	X	$ 19.45	$ 19.90
Pre-Kindergarten Assistant	N	$ 18.55	$ 19.00
Program Assistant - College & Career Programs	T	$ 19.15	$ 19.60
Property Accounting Specialist	N	$ 18.55	$ 19.00
School Health Professional	I	$ 17.80	$ 18.25
Secretary I	G	$ 17.35	$ 17.80
Secretary II	J	$ 17.90	$ 18.35
Secretary III	L	$ 18.10	$ 18.55
Semi-Skilled Craftsman	K	$ 18.00	$ 18.45
Speech Language Technician	H	$ 17.45	$ 17.90
Spray Technician/Vegetation Control I	T	$ 19.15	$ 19.60
Spray Technician/Vegetation Control II	V	$ 19.25	$ 19.70
Support Staff, Springs Coast Environmental Education Center	G	$ 17.35	$ 17.80
Teen Parent Head of Nursery	M	$ 18.20	$ 18.65
Teen Parent Nursery Assistant	E	$ 17.25	$ 17.70
Telecommunications Technician	W	$ 19.35	$ 19.80
Transportation Field Trip Secretary	G	$ 17.35	$ 17.80
Transportation Parts/Inventory Control Clerk	M	$ 18.20	$ 18.65
Transportation Small Vehicle Operator	N	$ 18.55	$ 19.00
Transportation Vehicle Technician I	DD	$ 27.80	$ 28.25
Transportation Vehicle Technician II	EE	$ 29.80	$ 30.25
Transportation Vehicle Technician III	FF	$ 31.80	$ 32.25

Vehicle Technician Assistant	D	$ 17.15	$ 17.60
Warehouse - Delivery Worker	D	$ 17.15	$ 17.60
Warehouse Inventory Specialist	D	$ 17.15	$ 17.60

For the Board

4/3/25

Date

For the Union

3/11/25

Date

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: General Fund, Special Revenue (HUSW) Step Increase & Increase to Board Ins Contribution

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	11XX/41XX/42XX	Various	1XXX/2XXX	Various	Various	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 796,014.77	$	$	$ 796,014.77	$	$ 796,014.77

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ☒

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 31. 26-3409 12/9/2025

Title and Board Action Requested
Approval of the annual step increase for Confidential employees and the increase to the Board's contribution towards employee health insurance premiums.

Executive Summary
The Director of Labor Relations and Professional Standards, on behalf of the Superintendent of Schools, hereby requests the Board approval of the annual step increase for Confidential employees and the increase to the Board's contribution towards employee health insurance premiums.

This item acknowledges the distribution of a step increase, with an effective date of July 1, 2024, or contract start date, for all eligible Confidential employees.

Step will only apply to Confidential employees who earned a year of experience with Hernando School District for the 2024-2025 school year.

My Contact
Matthew Goldrick
Director of Labor Relations and Professional Standards
goldrick_m@hcsb.k12.fl.us
352-797-7070 ext. 70451

2023-28 Strategic Focus Area
Priority 2: Talent Management

Financial Impact
See attached budget sheet.
The cost of the Confidential step increase, previously budgeted, is $41,986.08. The cost for the increase to the Board's contribution to employee health insurance premium is $45,465.60 annually.

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.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: General Fund, Special Revenue (CONF) Step Increase & Increase to Board Ins Contribution

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	11XX/41XX/42XX	Various	1XXX/2XXX	Various	Various	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 87,451.68	$	$	$ 87,451.68	$	$ 87,451.68

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ☒

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 32. 26-3444 12/9/2025

Title and Board Action Requested
Approve and Authorize the Execution of the Disclosure Statement and Account Maintenance Form by the Board Chairperson and the Superintendent on the Florida Prime Bank Account.

Executive Summary
The Director of Finance, on behalf of the Superintendent of Schools, hereby requests the Board approve and authorize the execution of the Disclosure Statement and Account Maintenance Form by the Board Chairperson and the Superintendent on the Florida Prime Bank Account.

My Contact
Joyce McIntyre
Director of Finance
352-797-7004

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.

Florida PRIME Participant Account Maintenance Form

One form must be completed for each agency account)

Document ID: e9962468-0041-46b8-8f8d-a6a04dd27ffc

Creation Date: N/A Submission Date: November 18, 2025

Account Information		Contact Information	
Agency Account Number:	171101	Address:	919 NORTH BROAD STREET
Participant Name:	HERNANDO COUNTY SCHOOL BOARD	City/State/Zip:	BROOKSVILLE, FL 34601
Account Name:	HERNANDO COUNTY SCHOOL BOARD	Phone	(352) 797-7004
		Fax	(352) 797-7104

Banking Information

Bank WIRING Information **WIRE Information Changed? No**

Beneficiary Bank Name	SUNTRUST BANK	ABA/Routing Number	061000104
Account Name	HERNANDO COUNTY SCHOOL BOARD	Account Number	*********2745
Complete this section below ONLY if your bank is not on-line with the Federal Reserve and utilizes a correspondent bank for wires			
Receiving Bank Name		ABA/Routing Number	
Account Name			
Beneficiary Information		Beneficiary Account	

Bank ACH Instructions **ACH Information Changed? No**

(Complete if plan to utilize ACH option)

Beneficiary Bank Name		ABA/Routing Number	
Account Name		Account Number	

Copyright 2025, Florida State Board of Administration

Name of ALL Persons Authorized to Transmit/Withdraw Funds

Name	Email	Status
DIONNE BRINSON	BRINSON_D2@HCSB.K12.FL.US	
JOYCE MCINTYRE	mcintyre_j@hcsb.k12.fl.us	

Name of ALL With 'View Only' Website Privilege (full access to website but may NOT conduct business)

Name	Email	Status
JULIE HANSEN	HANSEN_J@HCSB.K12.FL.US	

Name, Title, Email and Signature of Persons Authorized to Notify the SBA of Changes in Account Information

Name: RAY PINDER	Title: SUPERINTENDENT	N / R: N/A
Email: PINDER_R@HCSB.K12.FL.US	Signature:	
Name: SHANNON RODRIGUEZ	Title: CHAIRPERSON	N / R: Removed
Email: RODRIGUEZ_S@HCSB.K12.FL.US	Signature:	
Name: Kacey Hawkins	Title: Chairperson	N / R: New
Email: hawkins_k@hcsb.k12.fl.us	Signature:	

Number of Authorizing Signatures in Change Account Information: 1

Copyright 2025, Florida State Board of Administration

PLEASE NOTARIZE FORM AND RETURN THE ORIGINAL TO BE PROCESSED

_____
AUTHORIZED SIGNATURE #1

_____
TITLE

_____
AUTHORIZED SIGNATURE #2 (IF REQUIRED)

_____
TITLE

_____
DATE

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me
this _____ day of _____, 20_____
by _____ who is/are personally known to me or who has produced
_____ as identification
and who did/did not take an oath

*Choose One

(SEAL)

_____
Notary Public State of Florida

My commission expires: _____

Authorized signers must complete the Disclosure Statement on page 2 (required by FS 218.407(1))

FOR STATE BOARD OF ADMINISTRATION USE ONLY

Initial input _____ Date _____	
Mgt review & approval _____ Date _____	Form update: 7/14/2015

Please notarize and return the original forms with wet signatures to the address below for processing.

Completed forms can be sent to:
Florida State Board of Administration
Attention: PRIME OPERATIONS
1801 Hermitage Blvd, Suite 100
Tallahassee, FL 32308

Copyright 2025, Florida State Board of Administration

Disclosure Statement
For Participation in the Local Government Surplus Funds Trust Fund (Florida PRIME)

This Disclosure Statement (the "Statement") is made and entered into by and between the State Board of Administration of Florida (the "SBA") and _____ (the "Participant").

WHEREAS, the SBA is authorized pursuant to Chapter 218.409, Florida Statutes to receive, transfer, and disburse surplus money and securities belonging to "units of local governments" of the state (as defined herein);

WHEREAS, the Local Government Surplus Funds Trust Fund (Florida PRIME) is a public funds investment pool, which funds are invested in certain eligible investments as more fully described in the enrollment materials;

WHEREAS, the SBA is authorized pursuant to Section 215.44, Florida Statutes to invest the funds of state agencies, state universities and colleges and direct support organizations of any of the foregoing in Florida PRIME;

WHEREAS, the Participant has determined that it is authorized to invest in Florida PRIME created under the Florida Statutes and has adopted the required Authorizing Resolution to permit the SBA to invest and reinvest funds of the Participant in Florida PRIME;

WHEREAS, the Participant acknowledges that the SBA is not responsible for independently verifying the Participant's authority to invest under the statutes;

WHEREAS, the Participant acknowledges that the performance of Florida PRIME is not guaranteed by the State of Florida, the SBA or any other governmental entities; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

The Disclosure Statement. The Participant must execute this Disclosure Statement, an Authorizing Resolution and a completed Participant Account Maintenance Form designating person(s) to serve as Authorized Representatives of the Participant before depositing any funds into Florida PRIME.

Acknowledgement of Disclosure. The following signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Statement. Further the Participant hereby acknowledges receipt and review of these enrollment materials which includes the New Participant Enrollment Guide, Authorizing Resolution, this Disclosure Statement, Florida PRIME Investment Policy Statement, applicable Rules, and other historical financial information also posted on the Florida PRIME website. At the SBA's discretion, modifications to these documents may be posted on the Florida PRIME website. The Participant will have up to 45 days to withdraw their funds from the Florida PRIME or the modifications will be deemed accepted by the Participant.

_____	_____
PARTICIPANT NAME:	DATE
_____	_____
SIGNATURE:	TITLE
_____	_____
PRINTED NAME:	EMAIL

Copyright 2025, Florida State Board of Administration

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 33. 26-3445 12/9/2025

Title and Board Action Requested

Approve and Authorize the Execution of the Deposit Account Resolution and Signature Card by the Board Chairperson and the Superintendent to update Authorized Signers on Four (4) Truist Bank Accounts.

Executive Summary

The Director of Finance, on behalf of the Superintendent of Schools, hereby requests the Board approve and authorize the execution of the deposit account resolution and signature card by the Board Chairperson and the Superintendent to update authorized signers on four (4) Truist Bank accounts.

My Contact

Joyce McIntyre
Director of Finance
352-797-7004

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.

TRUIST

Resolution for Deposit Account

- [ ] Corporation
- [ ] General Partnership
- [x] Government Entity
- [ ] Sole Proprietorship
- [ ] Limited Partnership
- [ ] Limited Liability Company
- [ ] Unincorporated Association
- [ ] Non-Profit Corporation
- [ ] Other

HERNANDO COUNTY SCHOOL BOARD — Entity Name

596000647 — TIN

The undersigned, acting in the capacity as corporate secretary or custodian of records for the above-named Entity, organized and existing under the laws of Florida, represents to Truist Bank ("Bank") that I have reviewed the governing documents and relevant records of the Entity and certify that resolutions or requirements similar to those below are adopted by and, are not inconsistent with the governing documents or records of the Entity, and that such resolutions or requirements are current and have not been amended or rescinded.

1. That the Bank is designated as a depository institution for the Entity and that by execution and delivery of this Resolution for Deposit Account the Entity will be bound by the Bank's deposit account agreement now existing or as may be amended. Any officer, agent or employee of the Entity is authorized to endorse for deposit any check, drafts or other instruments payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing.

2. That any one individual named below (a "Designated Representative") is authorized to open accounts on behalf of the Entity, to close any account or obtain information on any account. Any one Designated Representative may appoint others (an "Authorized Signer") to conduct transactions on an account by authorizing them to sign their name to the signature card.

Designated Representatives' Signatures	Printed Name	Title
	Ray Pinder	Superintendent
	Kayce Hawkins	Chairperson

3. That the Bank is authorized upon the signature of any one signer on a signature card to honor, pay and charge the account of the Entity, all checks, drafts, or other orders of payment, withdrawal or transfer of money for whatever purpose and to whomever payable.

4. That any one Designated Representative may appoint, remove or replace an Authorized Signer, enter into a night depository agreement, enter into an agreement for cash management services, enter into an agreement for treasury services or products, lease a safe deposit box, enter into an agreement for deposit access devices, enter into an agreement for credit cards, enter into an agreement relating to foreign exchange and obtain foreign exchange services related thereto, or enter into any other agreements regarding an account of the Entity.

5. That any prior resolutions or requirements have been revoked or are no longer binding, and that this Resolution for Deposit Account applies to all accounts at the Bank and will remain in full force and effect until rescinded, replaced or modified in writing in a form acceptable to the Bank and after the Bank has had a reasonable time to act on such change.

6. That any transaction by an officer, employee or agent of the Entity prior to the delivery of this Resolution for Deposit Account is hereby ratified and approved.

Signature (Corporate Secretary/Custodian of Records)	Printed Name	Date
	Ray Pinder	

FOR BANK USE ONLY

Prepared By KM 11921 Center 2500007 Bank Number 506 State FL Date 11/21/2025

Forward to: Centralized Document Scanning Operations M/C 100-99-15-11

TRUIST

COMMERCIAL ACCOUNT SIGNATURE CARD

Legal Entity Information

LEGAL ENTITY NAME	HERNANDO COUNTY SCHOOL BOARD
LEGAL ENTITY TIN	596000647
LEGAL ENTITY ADDRESS	919 N BROAD ST./ BROOKSVILLE FL 34601-2397

Account Information

ACCOUNT NUMBER(S)	TITLE LINE 2 *(OPTIONAL)*	TITLE LINE 3 *(OPTIONAL)*
[redacted]2745		
[redacted]3295	MASTER DISBURSEMENT ACCT	
[redacted]9703	PAYROLL FUND	
[redacted]2024		

Authorized Signer(s) – Print Name

Ray Pinder
Kayce Hawkins

The entity listed under Legal Entity Name ("Entity") is required to provide a validly executed IRS Form W-9 Request for Taxpayer Identification Number and Certification.

DESIGNATED REPRESENTATIVE CERTIFICATION

By signing below, the undersigned Designated Representative for Entity hereby certifies that: (1) I have received the "Commercial Bank Services Agreement" and the "Business Deposit Accounts Fee Schedule" and on behalf of Entity agree to be bound by the terms of each document; (2) I appoint the individual(s) named above as Authorized Signer(s); and (3) I give consent to verify my credit references. ***(DOCUMENT EXECUTION INSTRUCTIONS: A signature of a Designated Representative for Entity must appear below to appoint the Authorized Signer(s) listed above. The Designated Representative whose name and signature appears below is considered an Authorized Signer regardless of whether the name of such Designated Representative is also listed above.)***

Ray Pinder ***Superintendent***

Printed Name of Designated Representative | Position/Title

Signature of Designated Representative | Date

Internal use only		
Submitter Name: KM	**Submitter phone:**	**Officer: 11921**

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 34. 26-3446 12/9/2025

Title and Board Action Requested

Approve and Authorize the Execution of the Business Account Card and Authorization Designation form by the Board Chairperson and the Superintendent to update authorized signers with Suncoast Credit Union.

Executive Summary

The Director of Finance, on behalf of the Superintendent of Schools, hereby requests the Board approve and authorize the execution of the business account card and authorization designation form by the Board Chairperson and the Superintendent to update authorized signers with Suncoast Credit Union.

My Contact

Joyce McIntyre
Director of Finance
352-797-7004

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.

Suncoast Credit Union
P.O. Box 11904
Tampa, Florida 33680-1904
(800) 999-5887

☐ New ☐ Update Date: _____

BUSINESS ACCOUNT CARD

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an account. **What this means for you:** When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

MEMBER/ACCOUNT OWNER ☐ UPDATE (describe):

BUSINESS/ORGANIZATION NAME	MEMBER/ACCOUNT NUMBER
Hernando School District	
OTHER TRADE OR D/B/A NAME	MEMBERSHIP ELIGIBILITY

STATE ORGANIZED	EIN/TIN	NATURE OF BUSINESS
Florida	59-6000647	Public Schools

TYPE OF BUSINESS/ ORGANIZATION

☐ C Corporation
☐ S Corporation
☐ Sole Proprietorship
☐ Single Member LLC
☐ Limited Liability Company (LLC)
Select Tax Classification:
☐ C = C Corporation
☐ S = S Corporation
☐ P = Partnership
☐ Partnership:
☐ General
☐ Limited
☐ Limited Liability
☐ Trust/Estate
☐ Unincorporated Organization/Association
☐ Other: _____

BUSINESS LICENSE NUMBER	ISSUED BY	ISSUANCE DATE	EXPIRATION DATE

MAILING ADDRESS	PHYSICAL ADDRESS
919 N Broad St Brooksville, FL 34601	919 N Broad St Brooksville, FL 34601

BUSINESS PHONE	OTHER PHONE	EMAIL ADDRESS
352-797-7000		

AUTHORIZED PERSON ☐ UPDATE (describe):

NAME		SSN/TIN	DATE OF BIRTH
HOME ADDRESS		DRIVER'S LICENSE/PERSONAL ID NO. See Officer ID Form	STATE ID ISSUED BY
TITLE /POSITION		ID ISSUANCE DATE	ID EXPIRATION DATE
OWNERSHIP % (IF ANY)	LANDLINE/HOME PHONE	CELL PHONE	BUSINESS PHONE

AUTHORIZED PERSON ☐ UPDATE (describe):

NAME		SSN/TIN	DATE OF BIRTH
HOME ADDRESS		DRIVER'S LICENSE/PERSONAL ID NO. See Officer ID Form	STATE ID ISSUED BY
TITLE /POSITION		ID ISSUANCE DATE	ID EXPIRATION DATE
OWNERSHIP % (IF ANY)	LANDLINE/HOME PHONE	CELL PHONE	BUSINESS PHONE

AUTHORIZED PERSON ☐ UPDATE (describe):

NAME		SSN/TIN	DATE OF BIRTH
HOME ADDRESS		DRIVER'S LICENSE/PERSONAL ID NO. See Officer ID Form	STATE ID ISSUED BY
TITLE /POSITION		ID ISSUANCE DATE	ID EXPIRATION DATE
OWNERSHIP % (IF ANY)	LANDLINE/HOME PHONE	CELL PHONE	BUSINESS PHONE

AUTHORIZED PERSON ☐ UPDATE (describe):

NAME		SSN/TIN	DATE OF BIRTH
HOME ADDRESS		DRIVER'S LICENSE/PERSONAL ID NO. See Officer ID Form	STATE ID ISSUED BY
TITLE /POSITION		ID ISSUANCE DATE	ID EXPIRATION DATE
OWNERSHIP % (IF ANY)	LANDLINE/HOME PHONE	CELL PHONE	BUSINESS PHONE

LOANLINER.
© CUNA Mutual Group 2004, 05, 08, 11, 14, 18, All Rights Reserved

ACCOUNT TYPE

☐ UPDATE (describe):

- ☑ SHARE/SAVINGS: 0000
- ☐ SHARE DRAFT/CHECKING: 0050
- ☐ SHARE CERTIFICATE/CERTIFICATE: _____
- ☑ MONEY MARKET: _____
- ☐ OTHER: _____
- ☐ OTHER: _____

ACCOUNT SERVICES

☐ UPDATE (describe):

- ☐ DEBIT CARD: _____
- ☐ ONLINE BANKING: _____
- ☐ MOBILE BANKING: _____
- ☐ AUDIO RESPONSE: _____
- ☐ OVERDRAFT SERVICES (indicate transfer priority):
  1. 0000
  2. _____
  3. _____

TIN CERTIFICATION AND BACKUP WITHHOLDING INFORMATION

Under penalties of perjury, the undersigned certifies on behalf of the Account Owner that:

1. ***The number shown on this form is the Account Owner' s correct taxpayer identification number (or the Account Owner is waiting for a number to be issued), and***
2. ☐ ***The Account Owner is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Account Owner that it is no longer subject to backup withholding, and***
3. ***The Account Owner is a U.S. citizen or other U.S. person. For federal tax purposes, the Account Owner is considered a U.S. person if the Account Owner is: an individual who is a U.S. citizen or U.S. resident alien; a partnership, corporation, company, or association created or organized in the United States or under the law s of the United States; an estate (other than a foreign estate); or a domestic trust (as defined in Regulations section 301.7701-7).***
4. ***The FATCA code(s) entered on this form (if any) indicating that the Account Owner is exempt from FATCA reporting is correct.***

Certification Instructions. Check the box for item 2 above if the Account Owner has been notified by the IRS that it is currently subject to backup withholding because it has failed to report all interest and dividends on its tax return. Checking the box serves to strike out the language related to underreporting. Complete the appropriate W-8 form if the Account Owner is not a U.S. person. If a separate W-8 form is completed, your signature does not serve to certify this section.

Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____

AUTHORIZATION

By signing or otherwise authenticating, the undersigned, on behalf of the Account Owner, acknowledge(s) receipt of and agree(s) to the terms of this Business Account Card, the Business Membership and Account Agreement, the Funds Availability Policy Disclosure, additional documents and disclosures the Credit Union has provided, and to any amendments the Credit Union may make from time to time, which are applicable to the accounts and services requested herein. The undersigned also agree(s) that the information contained on this document is accurate, that any information updates identified on this Business Account Card amend all previously authenticated Business Account Card(s), and that such updates are subject to the terms and conditions of the applicable disclosures noted herein.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature Date
X (Seal)

TITLE:

Signature Date
X (Seal)

TITLE:

Signature Date
X (Seal)

TITLE:

Signature Date
X (Seal)

TITLE:

FOR CREDIT UNION USE ONLY

MEMBERSHIP EFFECTIVE DATE	OPENED/APPROVED BY	MEMBER VERIFICATION

ENTITY FORMATION DOCUMENTS REVIEWED BY

COPIES OBTAINED

- ☐ CORPORATE RESOLUTION
- ☐ ARTICLES OF INCORPORATION/ORGANIZATION
- ☐ OPERATING AGREEMENT
- ☐ FINANCIAL STATEMENTS
- ☐ PARTNERSHIP AGREEMENT
- ☐ BYLAWS OR CODE OF REGULATIONS
- ☐ CREDIT REPORT
- ☐ OTHER: _____
- ☐ OFAC/SDN LIST CHECKED DATE CHECKED: _____ CHECKED BY: _____

CERTIFICATION REGARDING BENEFICIAL OWNERS OF LEGAL ENTITY CUSTOMERS

WHAT IS THIS FORM?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

WHO HAS TO COMPLETE THIS FORM?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a **legal entity** includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. **Legal entity** does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

WHAT INFORMATION DO I HAVE TO PROVIDE?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. persons) for the following individuals (i.e., the **beneficial owners**):

(i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); **and**

(ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

CONTINUE TO THE FOLLOWING PAGE

MEMBER/ACCOUNT NUMBER:

CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a legal entity must provide the following information.

a. Name and Title of Natural Person Opening Account:

NAME	TITLE

b. Name, Type and Address of Legal Entity for Which the Account is Being Opened:

NAME	TYPE	ADDRESS

c. The following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above. If no individual meets this definition, please check "Beneficial Owner Not Applicable" below and skip to the next section.

☑ Beneficial Owner Not Applicable

BENEFICIAL OWNER 1

NAME	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)

SOCIAL SECURITY NUMBER*	PASSPORT OR OTHER ID NUMBER*	COUNTRY OF ISSUANCE*

BENEFICIAL OWNER 2

NAME	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)

SOCIAL SECURITY NUMBER*	PASSPORT OR OTHER ID NUMBER*	COUNTRY OF ISSUANCE*

BENEFICIAL OWNER 3

NAME	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)

SOCIAL SECURITY NUMBER*	PASSPORT OR OTHER ID NUMBER*	COUNTRY OF ISSUANCE*

BENEFICIAL OWNER 4

NAME	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)

SOCIAL SECURITY NUMBER*	PASSPORT OR OTHER ID NUMBER*	COUNTRY OF ISSUANCE*

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- **An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or**
- **Any other individual who regularly performs similar functions (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).**

NAME	ADDRESS (Residential or Business Street Address)
TITLE	DATE OF BIRTH

SOCIAL SECURITY NUMBER*	PASSPORT OR OTHER ID NUMBER*	COUNTRY OF ISSUANCE*

* For U.S. Persons: Provide a Social Security Number.

For Non-U.S. Persons: Provide a Social Security Number, passport number and country of issuance, or other similar identification number, such as an alien identification card number or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

CERTIFICATION SIGNATURE

I, _____ (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature	Date
X	(Seal)

Suncoast Credit Union
P.O. Box 11904
Tampa, Florida 33680-1904
(800) 999-5887

AUTHORIZATION DESIGNATION

BUSINESS/ORGANIZATION NAME Hernando School District	MEMBER/ACCOUNT NUMBER
LOCATION OF PRINCIPAL OFFICE 919 N Broad St, Brooksville, FL 34601	STATE OF ORGANIZATION Florida
The Type of Business/Organization for the above named entity is indicated on the Business Account Card. The Authorized Person(s) certify the selection is accurate and agree to provide updates or corrections, if necessary.	
The following authorization(s) is (are) attached to and is (are) a part of this document: ☑ Authorization for Share/Deposit Accounts Dated: 12/9/2025 ☐ Authorization for Borrowing Dated:	

Instructions:

- If the Business/Organization is organized as a corporation, execute **Adoption by Vote of Governing Persons** OR **Adoption by Unanimous Written Consent of Governing Persons** section.
- If the Business/Organization is organized as a sole proprietorship, partnership, limited liability company or other non-corporate type of entity, execute **Adoption by Unanimous Written Consent of Governing Persons** section.

ADOPTION BY VOTE OF GOVERNING PERSONS

The undersigned certifies that he/she is the custodian of the corporate seal (if any) and of the minutes and records of the above named Business/Organization and has been authorized and directed to certify to the Credit Union that the following attached documents are true and correct copies of resolutions and agreements duly adopted by a vote of the governing members of the Business/Organization in accordance with the law and, as applicable, the Articles of Incorporation, Operating Agreement, Bylaws or Code of Regulations, Constitution, Charter and/or rules of the Business/Organization; and that such resolutions have not been withdrawn or changed. The undersigned further certifies that all of the information provided above is true.

Signature Date
X (Seal)

Name (print):

Title:

ADOPTION BY UNANIMOUS WRITTEN CONSENT OF GOVERNING PERSONS

The undersigned adopt on behalf of the Business/Organization the following attached resolutions and agree to all actions directed therein. The death or withdrawal of any person signed below shall not constitute a revocation of any authority granted by such resolutions until the Credit Union is notified in writing of such death and the extent of any resulting revocation. Furthermore, the undersigned certify(ies) that he/she/they constitute(s) all of the persons vested with authority to make decisions on behalf of the Business/Organization and that no person with decision-making authority has been omitted; that they are authorized to adopt resolutions by unanimous written consent; that all of the information provided above is true; that the attached are true and correct copies of resolutions adopted by this unanimous written consent; that adoption of these resolutions is in accordance with the law and, as applicable, the Articles of Incorporation or Organization, Operating Agreement Bylaws or Code of Regulations, Constitution, Charter and/or rules of the Business/Organization; and that such resolutions have not been withdrawn or changed.

Signature Date
X (Seal)

Name (print):

Signature Date
X (Seal)

Name (print):

Signature Date
X (Seal)

Name (print):

Signature Date
X (Seal)

Name (print):

Signature Date
X (Seal)

Name (print):

Signature Date
X (Seal)

Name (print):

LOANLINER.
© CUNA Mutual Group 2004, 06, 11, 18, All Rights Reserved

AUTHORIZATION FOR SHARE/DEPOSIT ACCOUNTS

WHEREAS on this 9th day of December, 2025, it has been determined that it is in the best interest of the Business/Organization to establish a membership in and depository relationship with Suncoast Credit Union ("Credit Union"); and

WHEREAS Business/Organization has considered the terms of the Business Membership and Account Agreement governing accounts established at the Credit Union;

NOW, THEREFORE, BE IT RESOLVED AND AGREED, that the Credit Union is hereby designated as a depository of funds belonging to the Business/Organization.

BE IT FURTHER RESOLVED AND AGREED, that the person(s) designated below as an Authorized Person(s) has (have) the authority to establish a depository relationship with the Credit Union and may, from time to time, open one or more share or deposit account(s) of any type. It is distinctly agreed and understood that the designated Authorized Person(s) is (are) vested with all power and authority described for an Authorized Person in the Business Membership and Account Agreement.

BE IT FURTHER RESOLVED AND AGREED, that the Credit Union will be notified promptly and in writing of any change pertaining to the Authorized Person(s) identified below, of any change in the ownership, legal structure, or management of the Business/Organization, and upon any dissolution or bankruptcy of the Business/Organization.

BE IT FURTHER RESOLVED AND AGREED, that the Credit Union may rely on any actual or facsimile signature that reasonably resembles the facsimile or specimen signature of an Authorized Person provided below, in the exercise of any authority granted by the Business Membership and Account Agreement until notified in writing of a change; that the Credit Union shall not be held liable for refusing to honor any signature where the Business/Organization has not provided to the Credit Union a facsimile or specimen signature; that the Business/Organization holds the Credit Union harmless from and agrees to indemnify the Credit Union for all claims, demands, losses, costs, damages or expenses including reasonable attorney's fees suffered or incurred by the Credit Union resulting from payments and disbursements made or any other actions the Credit Union takes in good faith in reliance on the actual or facsimile signatures of an Authorized Person, provided that when a signature is required to exercise the authority described in the Business Membership and Account Agreement, the signature of an Authorized Person with respect to share or deposit accounts must appear on the appropriate document.

AUTHORIZED PERSON(S) FOR SHARE/DEPOSIT ACCOUNTS

Facsimile/Specimen Signature Date

X (Seal)

Name (print): Ray Pinder

Title: Superintendent

Facsimile/Specimen Signature Date

X (Seal)

Name (print):

Title:

Facsimile/Specimen Signature Date

X (Seal)

Name (print):

Title: Chairperson

Facsimile/Specimen Signature Date

X (Seal)

Name (print):

Title:

BE IT FURTHER RESOLVED AND AGREED, that as noted below, this Authorization for Share/Deposit Accounts:

- ☐ Is the first Authorization for Share/Deposit Accounts presented to the Credit Union.
- ☑ Expressly revokes and replaces any and all prior Authorizations for Share/Deposit Accounts adopted by the Business/Organization and presented to the Credit Union.
- ☐ Supplements any and all prior Authorizations for Share/Deposit Accounts adopted by the Business/Organization and presented to the Credit Union.

(If none of the above boxes are checked, the Credit Union may assume that this document revokes and replaces any and all prior Authorizations for Share/Deposit Accounts that may be on file.)

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 35. 26-3483 12/9/2025

Title and Board Action Requested
Approve Fiscal Year 2025-2026 Budget Amendment No.1 for the Quarter Ending September 30, 2025

Executive Summary
The Chief Financial Officer, on behalf of the Superintendent of Schools, hereby requests the Board's approval for Budget Amendment No.1 for the Quarter Ending September 30, 2025.

Pursuant to Florida Statute 1011.06, amendments to the original budget must be submitted to the Board for approval. Attached is the first budget amendment for Fiscal Year 2025-2026, certified as accurate by the Finance Department.

General Fund:
Estimated revenues were adjusted based on actual collections for the quarter. Federal through State and Local funding increased $49,679 for the 2024-25 Math/ELA and MUSA grants. State revenue decreased by $253,174 due to adjustments for the Workforce Capitalization Incentive Grant and Preschool projects.

Miscellaneous Local Revenue increased to $463,705. This included $5,339 received from donations, $206,542 for Adult Education Financial Aid, Lifelong Learning, and Adult General Education fees. Reimbursement of expenditure increased by $251,824 and Loss Recoveries increased $180.

Appropriations were amended to reflect 2024-2025 project carry-forward budgets that rolled into 2025-2026 as seen below:

General Fund Carry-Forward	$ 1,402,467
General Fund Workforce Carry-Forward	244,499
General Fund Categorical Carry-Forward	10,200,005
General Fund Millage Carry-Forward	6,065,574

The Ending Fund Balance is estimated $16,907,803 or 7.17% of General Fund revenues which includes reserves (non-spendable) for inventory in the amount of $1,322,657, the (assigned) for Health Insurance/Rebates/Profit Sharing/Wellness/BCBS Donations of $2,414,660. The Unassigned Ending Fund Balance of $13,170,485 or 5.58% of General Fund revenues.

Debt Service:
Estimated revenues were adjusted to $27,192 based on interest income received during the quarter.

There were no adjustments to the appropriations during the quarter.

Capital Projects:

Estimated Revenues increased overall $268,458. State revenue increased $248,287 for the Educational Facility Security Grant. Local Revenue increased by $20,171 in interest income received during the quarter.
Appropriations increased by $50,492.626, reflecting Board approved projects and 2024-2025 Carry-Forward budgets as seen below:

Wilton Simpson New Vo-Tech School	$	21,100
Winding Waters K8 - Classroom Addition		13,202,315
Winding Waters K8/Weeki Wachee High School Chiller		5,592,372
Computer Refresh /Student Laptop Replacements		1,656,163
Nature Coast High School Hurricane Road Repair		480,000
Springstead High School Drainage Project		3,760,735
Portables		13,425
Eastside Elementary School Kitchen Expansion		5,553,193
Spring Hill Elementary Traffic Stacking/Parking Lot		900,000
Countywide Building Maintenance		122,781
Countywide HVAC		3,565,882
Countywide Safety		4,268,680
Countywide Reroofing		1,196,852
Countywide Generators		121,070
Countywide Site Improvements		640,840
Countywide Building Improvements		8,433,198
Countywide Plumbing		215,640
Buses/Motor Vehicles		748,380

Food Service:
Revenues were realigned between functions during the quarter.

Appropriations increased overall by $657,000. There was a net increase in Salaries and Benefits of $10,751. Purchased Services, Energy Services, and Supplies increased by $8,509. Capital Outlay increased $638,004 for kitchen equipment purchases at various school sites.

Special Revenue:
Revenues decreased by $3,787 based on the adjustments reflected in the individual grant applications.

Appropriations were reallocated among expenditure categories to support normal operational activity for the quarter, consistent with the requirements of each grant application.

Special Revenue - ESSER III:
Estimated revenues were added in the amount of $4,287 based on the final amended budget narrative approved by the Department of Education.

Appropriations were added to correspond with the narrative outlined in the individual grant application.

My Contact

Joyce McIntyre
Chief Financial Officer
(352)797-7004 Ext. 438

2023-28 Strategic Focus Area

Priority 5: Fiscal Transparency and Capital Planning

Financial Impact

As Per Budget Amendment Detail

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.

THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
2025-2026 BUDGET
GENERAL FUND

Fund Balances - June 30, 2025

Beginning Fund Balance - July 1, 2025			$ 34,648,788
Fiscal Year 2025-2026 Estimated Revenues			
Federal	$	1,412,973	
State		134,427,825	
Local		99,986,868	
Other Financing Sources		4,062,169	
Total Estimated Revenues	$	239,889,835	
Fiscal Year 2025-2026 Appropriations			
Expenditures	$	256,374,363	
Other Financing Uses		1,256,457	
Total Appropriations	$	257,630,820	
Excess / (Deficiency) of Revenues over Appropriations			(17,740,985)
Ending Fund Balance - June 30, 2026			**$ 16,907,803**

Analysis of Ending Funds Balance - June 30, 2026			**As a % of Revenue**	
Nonspendable:				
Inventory	$	1,322,657	0.56%	
Assigned:				
Health Insurance Rebates/Profit Sharing/Wellness		2,414,660	1.02%	
Unassigned		13,170,485	5.58%	↓ 6.61%
	$	16,907,803	7.17%	

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2025-2026

General Fund - Budget Amendment #1
Executive Summary

General Fund Budget Amendment #1 is for the fiscal period ending **September 30, 2025**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (pages 3-5).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Direct Sources		
Federal Through State and Local Sources	49,679	
State Sources	-	$ 253,174
Local Sources	463,705	
Other Financing Sources	180	
Net Change in Estimated Revenue	**$ 260,390**	
Appropriations Changes (by Function):		
5000 Instruction	9,914,624	
6100 Pupil Personnel Services		286,223
6200 Instructional Media Services	301,141	
6300 Instruction and Curriculum Development Services		180,339
6400 Instructional Staff Training Services		84,264
6500 Instruction Related Technology	596,976	
7100 Board	1,351	
7200 General Administration	561,119	
7300 School Administration	360,727	
7400 Facilities Acquisition and Construction	907,501	
7500 Fiscal Services	3,920	
7600 Food Service	68,647	
7700 Central Services	72,315	
7800 Pupil Transportation Services		253,131
7900 Operation of Plant	4,483,773	
8100 Maintenance of Plant	450,934	
8200 Administrative Technology Services	760,897	
9100 Community Services	-	
9700 Transfers:		
0920 Transfers to Debt Service Fund	-	
0940 Transfers to Special Revenue Funds		
Net Change in Appropriations	**$ 17,679,966**	

Fund Balance Changes:	**Increase (Decrease)**
Fund Balance - July 1, 2025	**$ 34,327,379**
Increase (decrease) in Estimated Revenues	260,390
(Increase) decrease in Appropriations	(17,679,966)
Fund Balance - September 30, 2025	**$ 16,907,803**

The School Board of Hernando County, Florida
General Fund
Budget Amendment #1
Summary by Function and Object
Fiscal Year 2025-2026

		Original Budget 2025-2026	Current Budget 2025-2026	Increase	Decrease	Amended Budget 2025-2026
ESTIMATED REVENUE						
FEDERAL DIRECT SOURCES:						
3191	RESERVE OFFICERS TRAINING CORPS (ROTC)	319,975	319,975			319,975
TOTAL FEDERAL DIRECT SOURCES		319,975	319,975	-	-	319,975
FEDERAL THROUGH STATE AND LOCAL SOURCES:						
3202	MEDICAID	878,781	878,781			878,781
3299	MISCELLANEOUS FEDER THROUGH STATE AND LOCAL	164,538	164,538	49,679	-	214,217
TOTAL FEDERAL THROUGH STATE AND LOCAL SOURCES		1,043,319	1,043,319	49,679	-	1,092,998
STATE SOURCES:						
3310	FLORIDA EDUCATION FINANCE PROGRAM (FEFP)	108,119,010	108,119,010			108,119,010
3315	WORKFORCE DEVELOPMENT	779,303	779,303			779,303
3316	WORKFORCE CAPITALIZATION INCENTIVE	1,949,618	1,949,618		35,618	1,914,000
3343	STATE LICENSE TAX	85,000	85,000			85,000
3355	CLASS SIZE REDUCTION OPERATING FUNDS	22,524,709	22,524,709			22,524,709
3371	VOLUNTARY PREKINDERGARDEN PROGRAM (VPK)	30,579	30,579			30,579
3372	PRESCHOOL PROJECTS	1,169,450	1,169,450		217,556	951,894
3399	OTHER MISCELLANEOUS STATE REVENUE	23,330	23,330	-	-	23,330
TOTAL STATE SOURCES		134,680,999	134,680,999	-	253,174	134,427,825
LOCAL SOURCES:						
3411	DISTRICT SCHOOL TAX	75,540,277	75,540,277	20,063,819		95,604,096
3414	DISTRICT VOTED ADDITIONAL OPERATING TAX	20,063,819	20,063,819		20,063,819	-
3421	TAX REDEMPTION	5,000	5,000			5,000
3425/26	RENT	139,500	139,500		5,000	134,500
3430	INTEREST, INCLUDING PROFIT ON INVESTMENT	2,098,723	2,098,723			2,098,723
3440	GIFTS, GRANTS, AND BEQUESTS	151	151	10,339		10,490
3461	ADULT GENERAL EDUCATION COURSE FEES	3,780	3,780	4,740		8,520
3462	FINANCIAL AID FEES FEFP COURSE			4,869		4,869
3466	LIFELONG LEARNING FEES			95		95
3468	VOC/AE FINANCIAL AID FEES			196,838		196,838
3490	MISCELLANEOUS LOCAL REVENUE	1,671,913	1,671,913	251,824	-	1,923,737
TOTAL LOCAL SOURCES:		99,523,163	99,523,163	20,532,524	20,068,819	99,986,868
OTHER FINANCING SOURCES:						
3740	LOSS RECOVERIES	-	-	180		180
3630	TRANSFERS IN FROM CAPITAL PROJECTS FUNDS	4,061,989	4,061,989			4,061,989
TOTAL OTHER FINANCING SOURCES:		4,061,989	4,061,989	180	-	4,062,169
TOTAL REVENUES AND OTHER FINANCING SOURCES		239,629,445	239,629,445	20,582,383	20,321,993	239,889,835
BEGINNING FUND BALANCE		34,648,788	34,648,788	-	-	34,648,788
TOTAL ESTIMATED REVENUE		**274,278,233**	**274,278,233**	**20,582,383**	**20,321,993**	**274,538,623**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE				**260,390**		
APPROPRIATIONS BY FUNCTION AND OBJECT						
EXPENDITURES:						
5000	INSTRUCTION					
	100 - SALARIES	93,071,460	93,071,460	941,555		94,013,015
	200 - BENEFITS	33,717,431	33,717,431		979,850	32,737,580
	300 - PURCHASED SERVICES	6,768,950	6,768,950	2,349,968		9,118,918
	400 - ENERGY SERVICES			1,393		1,393
	500 - MATERIALS AND SUPPLIES	8,830,266	8,830,266	6,589,518		15,419,785
	600 - CAPITAL OUTLAY	1,512,006	1,512,006	520,394		2,032,400
	700 - OTHER EXPENSES	31,979	31,979	491,645		523,624
6100	PUPIL PERSONNEL SERVICES					
	100 - SALARIES	7,335,312	7,335,312	3,054,638		10,389,950
	200 - BENEFITS	2,667,182	2,667,182	448,677		3,115,858
	300 - PURCHASED SERVICES	54,466	54,466	308,731		363,198
	500 - MATERIALS AND SUPPLIES	4,992,780	4,992,780		4,103,740	889,040
	600 - CAPITAL OUTLAY			2,613		2,613
	700 - OTHER EXPENSES	11,118	11,118	2,857		13,975
6200	INSTRUCTIONAL MEDIA SERVICES					
	100 - SALARIES	1,158,623	1,158,623	212,227		1,370,851
	200 - BENEFITS	438,713	438,713	39,270		477,982
	300 - PURCHASED SERVICES	256,209	256,209	50,886		307,094
	500 - MATERIALS AND SUPPLIES	7,240	7,240		2,305	4,935
	600 - CAPITAL OUTLAY	3,600	3,600		1,038	2,562
	700 - OTHER EXPENSES	4,720	4,720	2,100		6,820

The School Board of Hernando County, Florida
General Fund
Budget Amendment #1
Summary by Function and Object
Fiscal Year 2025-2026

		Original Budget 2025-2026	Current Budget 2025-2026	Increase	Decrease	Amended Budget 2025-2026
APPROPRIATIONS BY FUNCTION AND OBJECT						
EXPENDITURES:						
6300	INSTRUCTION AND CURRICULUM DEVELOPMENT					
	100 - SALARIES	4,055,133	4,055,133		157,531	3,897,602
	200 - BENEFITS	1,428,106	1,428,106		74,252	1,353,855
	300 - PURCHASED SERVICES	148,176	148,176	34,866		183,042
	500 - MATERIALS AND SUPPLIES	51,680	51,680	15,153		66,833
	600 - CAPITAL OUTLAY			1,424		1,424
	700 - OTHER EXPENSES	2,800	2,800			2,800
6400	INSTRUCTIONAL STAFF TRAINING					
	100 - SALARIES	894,294	894,294		70,254	824,040
	200 - BENEFITS	326,298	326,298		20,700	305,597
	300 - PURCHASED SERVICES	47,160	47,160	5,715		52,875
	500 - MATERIALS AND SUPPLIES	5,920	5,920	326		6,246
	600 - CAPITAL OUTLAY			650		650
	700 - OTHER EXPENSES	23,450	23,450			23,450
6500	INSTRUCTION RELATED TECHNOLOGY					
	100 - SALARIES	365,080	365,080	259,873		624,954
	200 - BENEFITS	180,566	180,566	96,126		276,693
	300 - PURCHASED SERVICES			240,976		240,976
	500 - MATERIALS AND SUPPLIES					
	600 - CAPITAL OUTLAY					
	700 - OTHER EXPENSES					
7100	BOARD					
	100 - SALARIES	229,705	229,705	443		230,148
	200 - BENEFITS	164,809	164,809	99		164,908
	300 - PURCHASED SERVICES	357,650	357,650		3,060	354,590
	500 - MATERIALS AND SUPPLIES	1,752	1,752	269		2,021
	700 - OTHER EXPENSES	35,900	35,900	3,600		39,500
7200	GENERAL ADMINISTRATION					
	100 - SALARIES	1,471,003	1,471,003	303,338		1,774,340
	200 - BENEFITS	444,942	444,942	145,160		590,102
	300 - PURCHASED SERVICES	175,768	175,768	81,312		257,080
	500 - MATERIALS AND SUPPLIES	24,080	24,080	6,674		30,754
	600 - CAPITAL OUTLAY					
	700 - OTHER EXPENSES	48,480	48,480	24,635		73,115
7300	SCHOOL ADMINISTRATION					
	100 - SALARIES	11,570,565	11,570,565	164,283		11,734,848
	200 - BENEFITS	4,121,434	4,121,434	33,671		4,155,105
	300 - PURCHASED SERVICES	13,351	13,351	122,360		135,710
	500 - MATERIALS AND SUPPLIES	3,680	3,680	23,358		27,038
	600 - CAPITAL OUTLAY			15,406		15,406
	700 - OTHER EXPENSES	75,193	75,193	1,650		76,843
7400	FACILITIES, ACQUISITION, AND CONSTRUCTION					
	100 - SALARIES	609,824	609,824	4,262		614,087
	200 - BENEFITS	212,840	212,840	890		213,730
	300 - PURCHASED SERVICES			35,245		35,245
	500 - MATERIALS AND SUPPLIES					
	600 - CAPITAL OUTLAY	800	800	867,103		867,903
	700 - OTHER EXPENSES	253,000	253,000			253,000
7500	FISCAL SERVICES					
	100 - SALARIES	707,353	707,353	4,337		711,690
	200 - BENEFITS	225,879	225,879	841		226,720
	300 - PURCHASED SERVICES	124,692	124,692	19,362		144,054
	500 - MATERIALS AND SUPPLIES	8,184	8,184	100		8,284
	600 - CAPITAL OUTLAY					
	700 - OTHER EXPENSES	84,516	84,516		20,720	63,796
7600	FOOD SERVICES					
	100 - SALARIES	-	-	55,997		55,997
	200 - BENEFITS	-	-	12,650		12,650
	700 - OTHER EXPENSES	-	-			-
7700	CENTRAL SERVICES					
	100 - SALARIES	2,078,180	2,078,180		21,266	2,056,914
	200 - BENEFITS	754,614	754,614		20,044	734,570
	300 - PURCHASED SERVICES	1,259,631	1,259,631	80,869		1,340,499
	500 - MATERIALS AND SUPPLIES	55,480	55,480	29,072		84,552
	600 - CAPITAL OUTLAY	160	160	3,481		3,641
	700 - OTHER EXPENSES	48,572	48,572	203		48,775

The School Board of Hernando County, Florida
General Fund
Budget Amendment #1
Summary by Function and Object
Fiscal Year 2025-2026

	Original Budget 2025-2026	Current Budget 2025-2026	Increase	Decrease	Amended Budget 2025-2026
APPROPRIATIONS BY FUNCTION AND OBJECT					
EXPENDITURES:					
7800 PUPIL TRANSPORTATION SERVICES					
100 - SALARIES	4,922,273	4,922,273		131,033	4,791,241
200 - BENEFITS	2,273,918	2,273,918		174,251	2,099,668
300 - PURCHASED SERVICES	414,400	414,400	161,530		575,930
400 - ENERGY SERVICES	964,800	964,800	14,541		979,341
500 - MATERIALS AND SUPPLIES	708,000	708,000		17,570	690,430
600 - CAPITAL OUTLAY	269,000	269,000		106,349	162,651
700 - OTHER EXPENSES	416	416			416
7900 OPERATION OF PLANT					
100 - SALARIES	7,208,041	7,208,041	1,264,905		8,472,946
200 - BENEFITS	2,796,800	2,796,800	623,316		3,420,115
300 - PURCHASED SERVICES	4,779,712	4,779,712	2,558,748		7,338,460
400 - ENERGY SERVICES	6,021,000	6,021,000		102,287	5,918,713
500 - MATERIALS AND SUPPLIES	453,829	453,829		4,178	449,651
600 - CAPITAL OUTLAY	184,676	184,676	201,997		386,673
700 - OTHER EXPENSES	259,680	259,680		58,728	200,953
8100 MAINTENANCE OF PLANT					
100 - SALARIES	3,408,425	3,408,425	22,258		3,430,684
200 - BENEFITS	1,296,336	1,296,336	1,965		1,298,302
300 - PURCHASED SERVICES	2,411,800	2,411,800		212,984	2,198,816
400 - ENERGY SERVICES	169,600	169,600			169,600
500 - MATERIALS AND SUPPLIES	1,163,555	1,163,555	133,240		1,296,795
600 - CAPITAL OUTLAY	53,200	53,200	506,454		559,654
700 - OTHER EXPENSES	4,680	4,680			4,680
8200 ADMINISTRATIVE TECHNOLOGY					
100 - SALARIES	1,468,295	1,468,295	1,979,641		3,447,936
200 - BENEFITS	534,536	534,536	136,418		670,954
300 - PURCHASED SERVICES	410,672	410,672	736,390		1,147,062
500 - MATERIALS AND SUPPLIES	10,400	10,400	15,000		25,400
600 - CAPITAL OUTLAY	2,935,659	2,935,659		2,106,553	829,106
700 - OTHER EXPENSES	840	840			840
9100 COMMUNITY SERVICES					
100 - SALARIES	15,680	15,680		15,680	-
200 - BENEFITS					
300 - PURCHASED SERVICES			15,918		15,918
400 - ENERGY SERVICES					
500 - MATERIALS AND SUPPLIES	1,420	1,420	-	238	1,182
TOTAL EXPENDITURES	238,694,397	238,694,397	26,084,576	8,404,610	256,374,363
APPROPRIATIONS BY FUNCTION AND OBJECT					
OTHER FINANCING USES					
9700 TRANSFERS OUT					
0920 - TRANSFERS TO DEBT SERVICE FUND	1,256,457	1,256,457			1,256,457
0940 - TRANSFERS TO SPECIAL REVENUE FUNDS	-	-		-	-
TOTAL OTHER FINANCING USES	1,256,457	1,256,457	-	-	1,256,457
TOTAL EXPENDITURES AND OTHER FINANCING USES	239,950,854	239,950,854	26,084,576	8,404,610	257,630,820
TOTAL ENDING FUND BALANCE	34,327,379	34,327,379	-	17,419,576	16,907,803
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	**274,278,233**	**274,278,233**	**26,084,576**	**25,824,186**	**274,538,623**
	.	.			.
NET INCREASE (DECREASE) IN APPROPRIATIONS			**260,390**		

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2025-2026

Debt Service Funds - Budget Amendment #1
Executive Summary

Debt Service Funds Budget Amendment #1 is for the fiscal period ending **September 30, 2025**. Below is a summary of the adjustments to estimated revenues and appropriations. Additional detail by object is attached (page 2) for further reference.

	Increase	Decrease
Estimated Revenue Changes:		
State Sources		
Local Sources	27,192	
Other Financing Sources:		
Transfers In		
Issuance of Bonds		
Fund Balance Beginning		
Net Change in Estimated Revenue	**$ 27,192**	
Appropriations Changes (by Function and Object):		
Function 9200 - Debt Service:		
710 Principal		
720 Interest		
730 Dues and Fees		
760 Payments to Refunded Bond Escrow		
Function 9700 - Transfers:		
910 Transfers to General Fund		
Net Change in Appropriations	$ -	

Fund Balance Changes:	**Increase (Decrease)**
Fund Balance - July 1, 2025	$ 349,558
Increase (decrease)in Estimated Revenues	27,192
(Increase) decrease in Appropriations	
Fund Balance - September 30, 2025	**$ 376,749**

The School Board of Hernando County, Florida
Debt Service Funds
Budget Amendment #1
Summary by Object
Fiscal Year 2025 -2026

	Original Budget 2025-2026	Current Budget 2025-2026	Increase	Decrease	Amended Budget 2025-2026
ESTIMATED REVENUE					
STATE SOURCES					
3322 CO & DS WITHHELD	76,000	76,000			76,000
3326 SBE/COBI BOND INTEREST	19,700	19,700			19,700
3341 RACING COMMISSION FUNDS	203,850	203,850			203,850
TOTAL STATE SOURCES	299,550	299,550	-	-	299,550
LOCAL SOURCES:					
3430 INTEREST	-	-	27,192		27,192
3433 NET INCREASE (DECREASE) IN FMV OF INVESTMENTS	-	-	-	-	-
TOTAL LOCAL SOURCES:	-	-	27,192	-	27,192
OTHER FINANCING SOURCES:					
3610 TRANSFER IN FROM GENERAL	1,256,457	1,256,457			1,256,457
3630 TRANSFER IN FROM CAPITAL	1,131,515	1,131,515			1,131,515
3792 PREMIUM ON REFUNDING BONDS	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES:	2,387,972	2,387,972	-	-	2,387,972
BEGINNING FUND BALANCE	7,877,193	7,877,193	-	-	7,877,193
TOTAL ESTIMATED REVENUE	**10,564,715**	**10,564,715**	**27,192**	**-**	**10,591,907**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			**27,192**		
APPROPRIATIONS					
EXPENDITURES:					
9200 DEBT SERVICE					
710 REDEMPTION OF PRINCIPAL	7,235,327	7,235,327			7,235,327
720 INTEREST	2,971,880	2,971,880			2,971,880
730 DUES AND FEES	7,950	7,950	-	-	7,950
TOTAL EXPENDITURES	10,215,157	10,215,157	-	-	10,215,157
OTHER FINANCING USES:					
9200 DEBT SERVICE:					
910 TRANSFER OUT TO GENERAL FUND	-	-	-	-	-
TOTAL OTHER FINANCING USES	-	-	-	-	-
TOTAL EXPENDITURES	10,215,157	10,215,157	-	-	10,215,157
ENDING FUND BALANCE	349,558	349,558	-	(27,192)	376,749
TOTAL APPROPRIATIONS	**10,564,715**	**10,564,715**	**-**	**(27,192)**	**10,591,907**
NET INCREASE (DECREASE) IN APPROPRIATIONS			**27,192**		

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2025-2026

Capital Projects Funds - Budget Amendment #1
Executive Summary

Capital Projects Funds Budget Amendment #1 is for the fiscal period ending **September 30, 2025.** Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
State Sources	$ 248,287	
Local Sources	20,171	
Other Financing Sources:		
Premium on Bonds		
Net Change in Estimated Revenue	**$ 268,458**	
Appropriations Changes (by Function and Object):		
Function 7400 - Facilities Acquisition and Construction:		
310 Prof/Tech Services	$ 10,000	
350 Repair & Maintenance	87,500	
369 Technology Rentals	434,758	
394/794 Charter School Safety Grant		
630 Building & Fixed Equipment	33,440	
640 Furniture, Fixtures, & Equipment	1,615,163	
650 Motor Vehicles	806,179	
660 Land		
670 Improvements Other Than Buildings	3,499,496	
680 Remodeling & Renovation	44,386,710	
690 Computer Software		380,620
793 Charter School Capital Improvement		
Net Change in Appropriations	**$ 50,492,626**	

Fund Balance Changes:	**Increase (Decrease)**
Beginning Fund Balance - July 1, 2025	$ 129,416,619
Increase (decrease) in Estimated Revenues	268,458
(Increase) decrease in Project Appropriations	(50,492,626)
Reserved for Future School Projects - September 30, 2025	**$ 79,192,451**

The School Board of Hernando County, Florida
Capital Projects Funds
Budget Amendment #1
Summary by Object
Fiscal Year 2025-2026

		Original Budget 2025-2026	Current Budget 2025-2026	Increase	Decrease	Amended Budget 2025-2026
ESTIMATED REVENUE						
STATE SOURCES:						
3397	CHARTER SCHOOL CLASS SIZE REDUCTION TRANSFER	253,000	253,000			253,000
3390	MISCELLANEOUS STATE REVENUE	408,804	408,804	248,287		657,091
TOTAL STATE SOURCES		661,804	661,804	248,287	-	910,091
LOCAL SOURCES:						
3413	LOCAL AD VALOREM TAXES	30,095,728	30,095,728			30,095,728
3419	SCHOOL DISTRICT LOCAL SALES TAX	18,000,000	18,000,000			18,000,000
3421	TAX REDEMPTIONS	-	-			-
3430	INTEREST	3,301,000	3,301,000	20,171		3,321,171
3496	IMPACT FEES	-	-	-	-	-
3497	REFUND OF PRIOR YEAR EXPENSE	-	-			-
3490	MISCELLANEOUS LOCAL REVENUE	9,000,000	9,000,000	-	-	9,000,000
TOTAL LOCAL SOURCES:		60,396,728	60,396,728	20,171	-	60,416,899
OTHER FINANCING SOURCES:						
3650	INTERFUND TRANSFERS	-	-			-
3790	PREMIUM ON BONDS	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES:		-	-	-	-	-
TOTAL REVENUES AND OTHER FINANCING SOURCES (NET)		61,058,532	61,058,532	268,458	-	61,326,990
AUDIT ADJUSTMENT		-	-			-
BEGINNING FUND BALANCE		108,150,935	108,150,935	-	-	108,150,935
TOTAL ESTIMATED REVENUE		**169,209,467**	**169,209,467**	**268,458**	**-**	**169,477,925**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE				**268,458**		
APPROPRIATIONS						
EXPENDITURES:						
7400	FACILITIES, ACQUISITION, AND CONSTRUCTION					
310	PROFESSIONAL/TECHNICAL SERVICES			10,000		10,000
350	REPAIR & MAINTENANCE			87,500		87,500
369	TECHNOLOGY RENTALS	-	-	434,758		434,758
630	BUILDINGS & FIXED EQUIPMENT	-	-	33,440		33,440
640	FURNITURE, FIXTURES, & EQUIPMENT	837,855	837,855	1,615,163		2,453,018
650	MOTOR VEHICLES	1,000,000	1,000,000	806,179		1,806,179
670	IMPROVEMENTS OTHER THAN BUILDINGS	689,604	689,604	3,499,496		4,189,100
680	REMODELING & RENOVATION	31,678,500	31,678,500	44,386,710		76,065,210
690	COMPUTER SOFTWARE	380,620	380,620		380,620	-
793	CHARTER SCHOL LOCAL CAPITAL IMPROVEMENT	12,765	12,765	-	-	12,765
TOTAL EXPENDITURES		34,599,344	34,599,344	50,873,246	380,620	85,091,970
OTHER FINANCING USES						
9700	TRANSFERS					
000	TRANSFER TO CHARTER SCHOOLS					
910	TRANSFERS TO GENERAL FUND	4,061,989	4,061,989			4,061,989
920	TRANSFERS TO DEBT SERVICE FUNDS	1,131,515	1,131,515			1,131,515
950	INTERFUND TRANSFERS	-	-			-
TOTAL OTHER FINANCING USES		5,193,504	5,193,504	-	-	5,193,504
TOTAL EXPENDITURES AND OTHER FINANCING USES (NET)		39,792,848	39,792,848	50,873,246	380,620	90,285,474
TOTAL ENDING FUND BALANCE		129,416,619	129,416,619	-	50,224,168	79,192,451
TOTAL APPROPRIATIONS AND ENDING FUND BALANCE		**169,209,467**	**169,209,467**	**50,873,246**	**50,604,788**	**169,477,925**
NET INCREASE (DECREASE) IN APPROPRIATIONS				**268,458**		

The School Board of Hernando County, Florida
Capital Projects Funds
Budget Amendment #1
Summary by Project
Fiscal Year 2025-2026

		Original Budget 2025-2026	Current Budget 2025-2026	Increase	Decrease	Amended Budget 2025-2026
Appropriations by Project:						
Other Schools:						
C10	WES 1314 Building Renovations	-	-			-
44XX	GCA, GCMS, BEST (Charter Schools - PECO)	-	-	12,765		12,765
Other Schools Total		-	-	12,765	-	12,765
Other Projects:						
00100	Tax Refunds	-	-			-
C1800	Eastside Elementary School Expansion	18,400,000	18,400,000	6,478,092		24,878,092
13200	New Vo-Tech School	-	-	33,440		33,440
Other Projects Total		18,400,000	18,400,000	6,511,532	-	24,911,532
Transfers:						
00100	Equipment Transfer (Debt Services)	-	-	1,131,515		1,131,515
00100	Transfer to General Fund	-	-	4,061,989		4,061,989
Transfers Total		-	-	4,061,989	-	5,193,504
Facilities/Maintenance Projects:						
M1990	District Wide Kitchen Expand - Eastside			3,770		3,770
M2000	District Wide Building Maintenance	50,000	50,000	632,781		682,781
M2010	District Wide HVAC	9,621,000	9,621,000	10,870,116		20,491,116
M2030	District Wide Paving	130,000	130,000		100,000	30,000
M2050	District Wide Fire - Safety	65,000	65,000	4,285,326		4,350,326
M2052	District Wide Safety - CW Safety SB 7026 (2020-2021)	-	-			
M2053	District Wide Safety - CW Safety SB 7026 (2020-2023)	-	-			
213	District Wide Theaters/Stage Upgrades					
215	District Wide Add/Remove Fuel Tanks					
M2056	District Wide Safety - CW Safety SB 7026 (2022-2025)	-	-			-
218	District Wide Sidewalks					
223	District Wide Site/Ground Improvement					
224	District Wide Drainage					
225	District Wide Fencing					
M2057	District Wide Safety - CW Safety SB 7026 (2023-2026)	345,162	345,162		96,875	248,287
M2090	District Wide Reroofing	200,000	200,000	996,852		1,196,852
M2240	District Wide Drainage	-	-			
M2100	District Wide Floor Coverings	166,000	166,000			166,000
M2120	Countywide Technology Wiring			87,500		87,500
M2130	District Wide Theaters/Stage Upgrades	-	-			
M2170	District Wide Generators	250,000	250,000	121,070		371,070
M2190	District Wide Lighting	-	-			
M2051	District Wide Safety - CW Safety SB 7026	-	-			
M2230	Countywide Site/Ground Improvements	125,000	125,000	1,920,840		2,045,840
M2310	District Wide Irrigation	60,000	60,000		60,000	-
M2340	District Wide Building Improvements	750,000	750,000	21,034,371		21,784,371
M3110	District Wide Plumbing	2,049,442	2,049,442	1,836,437		3,885,879
M3130	District Wide Building Improvements - HHS	-	-	300,000		300,000
Facilities/Maintenance Projects Total		13,811,604	13,811,604	42,085,293	256,875	55,643,793
Equipment Purchases:						
M0970	Portables	-	-	13,425		13,425
M2070	Countywide Equipment Purchases	540,355	540,355	114,300		654,655
M2070-73010	Countywide Equipment Purchases - Copiers	-	-			-
Equipment Purchases Total		540,355	540,355	127,725	-	668,080
Transportation:						
52500/M5250	Transportation Vehicles	1,000,000	1,000,000	748,380		1,748,380
Safety & Security Total		1,000,000	1,000,000	748,380	-	1,748,380
Technology:						
45500/M45500	New Enterprise System - Skyward	390,620	390,620		-	390,620
45700	Public School Technology	-	-	1,716,801		1,716,801
Technology Total		390,620	390,620	1,716,801	-	2,107,421
TOTAL APPROPRIATIONS		34,142,579	34,142,579	55,264,485	256,875	90,285,474
Ending Fund Balance		129,416,619	129,416,619	-	50,224,168	79,192,451
Total Appropriations and Ending Fund Balance		**163,559,198**	**163,559,198**	**178,139**	**-**	**169,477,925**
NET INCREASE (DECREASE) IN APPROPRIATIONS				**178,139**		

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2025-2026

Food Service Fund - Budget Amendment #1
Executive Summary

Food Service Fund Budget Amendment #1 is for the fiscal period ending **September 30, 2025** Below is a summary of the adjustments to estimated revenues and appropriations. Additional detail by object is attached (page 2) for further reference.

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources	-	
State Sources	-	
Local Sources	472,499	472,499
Other Financing Sources:		
Transfers in from General Fund	-	-
Transfers in from Capital Projects		
Loss Recoveries		
Net Change in Estimated Revenue	**$ -**	
Appropriations Changes (by Function and Object):		
Function 7600 - Food Service:		
100 Salaries	13,700	
200 Benefits		2,949
300 Purchased Services	136	
400 Energy Services	701	
500 Materials and Supplies	7,672	
600 Capital Outlay	638,004	
700 Other Expenses	-	-
Net Change in Appropriations	**$ 657,265**	

Fund Balance Changes:	**Increase (Decrease)**
Fund Balance - July 1, 2025	**$ 10,257,225**
Increase (decrease) in Estimated Revenues	-
(Increase) decrease in Appropriations	(657,265)
Fund Balance - September 30, 2025	**$ 9,599,960**

The School Board of Hernando County, Florida
Food Service Fund
Budget Amendment #1
Summary by Object
Fiscal Year 2025-2026

		Original Budget 2025-2026	Current Budget 2025-2026	Increase	Decrease	Amended Budget 2025-2026
ESTIMATED REVENUE						
FEDERAL THROUGH STATE SOURCES						
3260	NATIONAL SCHOOL LUNCH ACT	18,446,000	18,446,000			18,446,000
3265	USDA DONATED COMMODITIES	-	-			-
3269	OTHER FOOD SERVICE	-	-			-
3280	FEDERAL THROUGH LOCAL	-	-			-
3299	MISCELLANIEOUS FEDERAL THROUGH STATE	-	-			-
TOTAL FEDERAL THROUGH STATE SOURCES		18,446,000	18,446,000	-	-	18,446,000
STATE SOURCES						
3337	SCHOOL BREAKFAST SUPPLEMENT	86,000	86,000			86,000
3338	SCHOOL LUNCH SUPPLEMENT	108,000	108,000			108,000
3399	OTHER MISCELLANEOUS STATE					-
TOTAL STATE SOURCES		194,000	194,000	-	-	194,000
LOCAL SOURCES:						
3451	STUDENT LUNCHES	472,499	472,499		472,499	-
3453	ADULT LUNCH / BREAKFAST	-	-	2,500		2,500
3454	STUDENT / ADULT ALA CARTE	-	-	450,000		450,000
3456	OTHER FOOD SALES	-	-	15,000		15,000
3457	FOOD REBATES	-	-	4,999		4,999
3495	OTHER MISCELANEOUS LOCAL	-	-			-
TOTAL LOCAL SOURCES:		472,499	472,499	472,499	472,499	472,499
OTHER FINANCING SOURCES:						
3610	TRANSFERS IN FROM GENERAL FUND	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES:		-	-	-	-	-
TOTAL REVENUES AND OTHER FINANCING SOURCES		19,112,499	19,112,499	472,499	472,499	19,112,499
BEGINNING FUND BALANCE		11,775,503	11,775,503	-	-	11,775,503
TOTAL ESTIMATED REVENUE		**30,888,002**	**30,888,002**	**472,499**	**472,499**	**30,888,002**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE				**-**		
APPROPRIATIONS						
EXPENDITURES:						
100	SALARIES	5,240,659	5,240,659	13,700		5,254,359
200	BENEFITS	2,969,915	2,969,915		2,949	2,966,967
300	PURCHASED SERVICES	722,203	722,203	136		722,339
400	ENERGY SERVICES	314,500	314,500	701		315,201
500	MATERIALS AND SUPPLIES	10,803,500	10,803,500	7,672		10,811,172
600	CAPITAL OUTLAY	330,000	330,000	638,004		968,004
700	OTHER EXPENSES	250,000	250,000	-	-	250,000
TOTAL EXPENDITURES		20,630,777	20,630,777	660,213	2,949	21,288,042
OTHER FINANCING USES						
9700	TRANSFERS OUT					
920	TRANSFERS TO DEBT SERVICE FUND	-	-	-	-	-
TOTAL OTHER FINANCING USES		-	-	-	-	-
ENDING FUND BALANCE		10,257,225	10,257,225	-	657,265	9,599,960
TOTAL APPROPRIATIONS		**30,888,002**	**30,888,002**	**660,213**	**660,213**	**30,888,002**
NET INCREASE (DECREASE) IN APPROPRIATIONS				**(0)**		

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2025-2026

Special Revenue Funds - Other Federal Funds - Budget Amendment #1
Executive Summary

Special Revenue Funds - Other Federal Funds Budget Amendment #1 is for the fiscal period ending **September 30, 2025**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources:		
Vocational Education Acts	1,058	
Miscellaneous Federal Through State	-	4,845
Net Change in Estimated Revenue		**$ 3,787**
Appropriations Changes (by Function):		
5000 Instruction	8,593	
6100 Pupil Personnel Services		12,925
6300 Instruction and Curriculum Development Services	50,026	
6400 Instructional Staff Training Services		39,419
6500 Instruction Related Technology		
7200 General Administration	-	10,062
7300 School Administration	-	
7700 Central Services	-	
7800 Pupil Transportation Services	-	
7900 Operation of Plant	-	
Net Change in Appropriations		**$ 3,787**

The School Board of Hernando County, Florida
Special Revenue Funds - Other Federal Funds
Budget Amendment #1
Summary by Function and Object
Fiscal Year 2025-2026

		Original Budget 2025-2026	Current Budget 2025-2026	Increase	Decrease	Amended Budget 2025-2026
ESTIMATED REVENUE						
FEDERAL THROUGH STATE SOURCES:						
3201	VOCATIONAL EDUCATION ACTS	314,678	314,678	1,058		315,736
3221	WORKFORCE INNOVATION AND OPPORTUNITY ACT	477,339	477,339			477,339
3225	IMPROVING TEACHER QUALITY STATE GRANTS, TITLE II	1,365,820	1,365,820			1,365,820
3230	INDIVIDUALS WITH DISABILITIES ACT (IDEA)	9,755,369	9,755,369			9,755,369
3240	ELEMENTARY AND SECONDARY EDUCATION ACT, TITLE I	8,238,280	8,238,280			8,238,280
3241	LANGUAGE INSTRUCTION - TITLE III	145,648	145,648			145,648
3242	TITLE IV	812,874	812,874			812,874
3299	MISCELLANEOUS FEDERAL THROUGH STATE	154,191	154,191	-	4,845	149,346
TOTAL FEDERAL THROUGH STATE SOURCES		21,264,200	21,264,200	1,058	4,845	21,260,413
BEGINNING FUND BALANCE		-	-	-	-	-
TOTAL ESTIMATED REVENUE		**21,264,200**	**21,264,200**	**1,058**	**4,845**	**21,260,413**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE				**(3,787)**		
APPROPRIATIONS						
EXPENDITURES:						
5000	INSTRUCTION					
	100 - SALARIES	4,938,252	4,938,252			4,938,252
	200 - BENEFITS	2,604,829	2,604,829			2,604,829
	300 - PURCHASED SERVICES	2,021,144	2,021,144	7,580		2,028,724
	500 - MATERIALS AND SUPPLIES	1,019,175	1,019,175		1,275	1,017,900
	600 - CAPITAL OUTLAY	757,419	757,419	2,288		759,707
	700 - OTHER EXPENSES	199,235	199,235			199,235
6100	PUPIL PERSONNEL SERVICES					
	100 - SALARIES	2,048,646	2,048,646		807	2,047,838
	200 - BENEFITS	862,255	862,255			862,255
	300 - PURCHASED SERVICES	171,864	171,864		7,592	164,272
	500 - MATERIALS AND SUPPLIES	149,630	149,630		4,525	145,104
	600 - CAPITAL OUTLAY	42,208	42,208			42,208
	700 - OTHER EXPENSES	34,716	34,716			34,716
6300	INSTRUCTION AND CURRICULUM DEVELOPMENT					
	100 - SALARIES	2,361,181	2,361,181	31,437		2,392,618
	200 - BENEFITS	1,095,131	1,095,131	18,589		1,113,721
	300 - PURCHASED SERVICES	99,107	99,107			99,107
	500 - MATERIALS AND SUPPLIES	78,775	78,775			78,775
	600 - CAPITAL OUTLAY	7,664	7,664			7,664
	700 - OTHER EXPENSES	17,500	17,500			17,500
6400	INSTRUCTIONAL STAFF TRAINING					
	100 - SALARIES	709,740	709,740	92,568		802,308
	200 - BENEFITS	270,874	270,874	27,766		298,640
	300 - PURCHASED SERVICES	492,367	492,367		112,195	380,173
	500 - MATERIALS AND SUPPLIES	52,920	52,920		14,459	38,462
	600 - CAPITAL OUTLAY	315	315		315	-
	700 - OTHER EXPENSES	112,532	112,532		32,785	79,747
6500	INSTRUCTION RELATED TECHNOLOGY					
	100 - SALARIES	122,360	122,360			122,360
	200 - BENEFITS	78,478	78,478			78,478
7200	GENERAL ADMINISTRATION					
	700 - OTHER EXPENSES	836,578	836,578		10,062	826,515
7800	PUPIL TRANSPORTATION SERVICES					
	100 - SALARIES	21,757	21,757			21,757
	200 - BENEFITS	5,485	5,485			5,485
	300 - PURCHASED SERVICES	19,492	19,492			19,492
	400 - ENERGY SERVICES	21,600	21,600			21,600
	700 - OTHER EXPENSES	500	500			500
7900	OPERATION OF PLANT					
	100 - SALARIES	3,500	3,500			3,500
	200 - BENEFITS	789	789			789
	400 - ENERGY SERVICES	1,000	1,000			1,000
8100	MAINTENANCE OF PLANT					
	500 - MATERIALS AND SUPPLIES	1,859	1,859			1,859
	600 - CAPITAL OUTLAY	3,324	3,324			3,324
TOTAL EXPENDITURES		21,264,200	21,264,200	180,229	184,016	21,260,413
TOTAL ENDING FUND BALANCE		-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT		**21,264,200**	**21,264,200**	**180,229**	**184,016**	**21,260,413**
NET INCREASE (DECREASE) IN APPROPRIATIONS				**(3,787)**		

The School Board of Hernando County, Florida
Special Revenue Funds - Other Federal Funds
Budget Amendment #1 - Fund 4210
Summary by Project
Fiscal Year 2025-2026

		Original Budget 2025-2026	Current Budget 2025-2026	Increase	Decrease	Amended Budget 2025-2026
Federal through State Sources:						
Adult Ed Family Literacy Grant	13250	36,807	36,807			36,807
Adult Education - Geographic	81x	440,532	440,532			440,532
Title I Basic	82x	8,238,280	8,238,280			8,238,280
Title X - Education of Homeless	83x	120,990	120,990		4845.00	116,145
Individuals with Disabilities Education Act (IDEA) Preschool	84x	337,031	337,031			337,031
Individuals with Disabilities Education Act (IDEA) Discretionary	85x	9,275,296	9,275,296		-	9,275,296
Perkins Grant	86x	314,678	314,678	1,058		315,736
Fl Charter School Program (BEST)	87x	33,200	33,200			33,200
Title II Training and Recruitment	90x	1,365,820	1,365,820			1,365,820
SED Network I	91x	110,018	110,018			110,018
Title III NCLB	92x	145,648	145,648			145,648
SED Network II	93x	33,024	33,024			33,024
Title IV	96x	812,874	812,874			812,874
UniSig School Improvement	97x	-	-			-
Total Federal through State Sources		21,264,200	21,264,200	1,058	4,845	21,260,413
TOTAL GRANTS		**21,264,200**	**21,264,200**	**1,058**	**4,845**	**21,260,413**
				(3,787)		

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2025-2026

Special Revenue Funds - ESSER III - Budget Amendment #1
Executive Summary

Special Revenue Funds - ESSER III Budget Amendment #1 is for the fiscal period ending **September 30, 2025**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources:		
Education Stabilization Funds	4,287	
Miscellaneous Federal Through State	-	-
Net Change in Estimated Revenue	**$ 4,287**	
Appropriations Changes (by Function):		
5000 Instruction	-	
6100 Student Support Services	-	
6300 Instruction & Curriculum Development Services	-	
6400 Instructional Staff Training	-	
7300 School Administration	-	
7400 Facilities, Acquisitions & Construction	-	
7800 Student Transportation	-	
7900 Operation Services	-	
8100 Maintenance of Plant	4,287	
8200 Administrative Technology		-
Net Change in Appropriations	**$ 4,287**	

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER III(CARES Grant)
Budget Amendment #1
Summary by Function and Object
Fiscal Year 2025-2026

	Original Budget 2025-2026	Current Budget 2025-2026	Increase	Decrease	Amended Budget 2025-2026
ESTIMATED REVENUE					
FEDERAL THROUGH STATE SOURCES:					
3271 Education Stabilzation Funds - K12	-	-	4,287		4,287
3299 MISCELLANEOUS FEDERAL THROUGH STATE	-	-	-	-	-
TOTAL FEDERAL THROUGH STATE SOURCES	-	-	4,287	-	4,287
BEGINNING FUND BALANCE	-	-	-	-	-
TOTAL ESTIMATED REVENUE	**-**	**-**	**4,287**	**-**	**4,287**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			**4,287**		
APPROPRIATIONS					
EXPENDITURES:					
8100 MAINTENANCE OF PLANT					
300 - PURCHASED SERVICES	-	-	4,287		4,287
600 - CAPITAL OUTLAY	-	-			-
700 - OTHER EXPENSES					
TOTAL EXPENDITURES	-	-	4,287	-	4,287
TOTAL ENDING FUND BALANCE	-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	**-**	**-**	**4,287**	**-**	**4,287**
NET INCREASE (DECREASE) IN APPROPRIATIONS			**4,287**		

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER III (CARES Grant)
Budget Amendment #1 - Fund 4410
Summary by Project
Fiscal Year 2025-2026

		Original Budget 2024-2025	Current Budget 2024-2025	Increase	Decrease	Amended Budget 2024-2025
Federal through State Sources:						
ESSER III - (CARES Grant) Lump Sum	9993x	-	-	4,287		4,287
ESSER III - (CARES Grant) Supplemental Pgm	9995x					-
TOTAL GRANTS		**-**	**-**	**4,287**	**-**	**4,287**

Agenda Item # 36. 26-3330 12/9/2025

Title and Board Action Requested
Approval of the Proportionate Share Mitigation Agreement with Milkaway Farms.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approval of the Proportionate Share Mitigation Agreement with Milkaway Farms.

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

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

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
See attached budget sheet.

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

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

SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT

MILKAWAY FARMS PHASE 1A, 1B, & 1C

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT ("**Agreement**"), is made by and among **CITY OF BROOKSVILLE**, a municipal corporation of the State of Florida, whose address is 201 Howell Avenue, Brooksville, FL 34601, hereinafter referred to as **"Local Government"**; **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate of the State of Florida, hereinafter referred to as the "**School Board**", whose address is 919 North Broad St., Brooksville, FL 34601; and **HBWB DEVELOPMENT SERVICES, LLC**, a Florida limited liability company, hereinafter referred to as the "**Applicant**" whose address is 4065 Crescent Park Drive, Riverview, FL 33578; and

WHEREAS, **Applicant** is **THE DEVELOPER** of a **+/- 205.80** acre parcel of real property located in Hernando County and generally located at **the northeast corner of US 41 and Croom Road** ("**Project Site**"), the complete legal description for which is attached hereto as EXHIBIT "A." The Project Site is illustrated with a map appearing in EXHIBIT "B"; and

WHEREAS, the **Applicant** has applied for **PRELIMINARY PLAT** approval from the **Local Government** pursuant to **Application No. A24-0010**, to allow **two hundred seventy-six (276) single family detached residential dwelling units and ninety (90) townhomes** to be constructed on the Project Site ("**Proposed Development**"); and

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

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

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

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

WHEREAS, at the adopted Level of Service Standards, adequate school capacity for **twenty-six (26) High School Students** projected to be generated by the development is not available within the school Concurrency Service Area(s) ("Concurrency Service Area(s)" shall have the meaning as set forth in the Interlocal Agreement) in which the Proposed Development is located; Proposed Development within any contiguous school Concurrency Service Area(s); and adequate school capacity will not be in place or under actual construction within three (3) years after the **Local Government's** approval of the Proposed Development; and

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

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

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

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

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

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

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

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

2. **PARTIES:** The **Local Government**, the **School Board** and the **Applicant** shall be collectively referred to as the "**parties**."

3. **LEGALLY BINDING COMMITMENT:** This Agreement constitutes a legally binding commitment by the **Applicant** to provide Proportionate Share Mitigation for the deficiency of school capacity needed for the number and type of new residential dwelling units on the Project Site for the Proposed Development sought to be approved by the **Local Government**.

4. **DESCRIPTION OF DEVELOPMENT USES:** The Proposed Development shall be developed to include a maximum of **two hundred seventy-six (276) single family detached residential dwelling units and ninety (90) townhomes**. Construction of dwelling units within the Proposed Development is anticipated to begin in the year **2026** and is anticipated to be complete in the year **2030.**

5. **PROPORTIONATE SHARE MITIGATION:**
   a. The **parties** agree the formula to calculate the total amount of the Proportionate Share Mitigation shall be: $p = (s - a) \times (c + (c \times f)$, where
      i. ***p*** = Proportionate Share Mitigation Amount, and
      ii. ***s*** = Students (by school type) that will be generated by the Proposed Development (by housing type), and
      iii. ***a*** = Available FISH capacity (by school type) or ***zero*** if no capacity is available, and
      iv. ***c*** = Total Facility Cost per Student Station for high school level, as published in the Educational Facilities Impact Fee Update Study adopted by the **School Board** and in effect at the time when the Proportionate Share Mitigation is accepted plus authorized ancillary facility costs per student, and
      v. ***f*** = Student Station Cost Adjustment Factor (indexed to 2022=100) for the year in which the Proportionate Share Mitigation is accepted, as published by the Florida Legislative Office of Economic and Demographic Research (EDR).

   b. The **parties** agree that the payment of a Proportionate Share Mitigation in the total amount of **ONE MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED SIXTY-ONE AND 00/100 DOLLARS ($1,167,661.00)** for the Proposed Development, is proportionate to the demand for public school facilities to be created by the actual development of the property and based on existing and actual school capacity deficit as determined pursuant to the Amended and Restated Interlocal Agreement.

6. **SCHOOL CONCURRENCY ANALYSIS:** Upon the final execution of this Agreement, the Superintendent shall provide the **Local Government** with a *Finding of Available School Capacity*, encumbering **forty-five (45) elementary, twenty-three (23) middle, and thirty (30) high school** capacity for the Proposed Development.

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

8. **EDUCATIONAL FACILITIES IMPACT FEE CREDIT:**
   a. In accordance with Section 163.3180(6)(h)(2)(b) and 163.31801(5)(a), Florida Statutes, as consideration for the payment of the Proportionate Share Mitigation as described in Section 5 above, the **Parties** agree that the **School Board** shall provide the **Applicant** a credit on a dollar-for-dollar credit basis at fair market value, in the amount of **ONE MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED SIXTY-ONE AND 00/100 DOLLARS ($1,167,661.00)** toward Educational Facilities impact fees ("Impact Fee Credits") in the form of the Hernando County Educational Facilities Impact Fee Voucher attached hereto as Exhibit "C" (the "Voucher"). The number of units set forth in the Voucher will be based upon the rate of Impact Fees at the time of the Proportionate Share Mitigation payment and shall be rounded down to the nearest unit. In no event will the dollar amount of the Proportionate Share Mitigation exceed the dollar amount of the Impact Fees due for the Proposed Development.
      i. As an example, the Educational Impact Fee as of July 1, 2025, is $6,135.00 per single family home. Assuming the payment is in the amount of $350,000.00, it would result in a voucher for 57.04 single family home units, which would be rounded down to 57 units and the actual payment would be $349,695. If the impact fee rate is increased after the issuance of the Voucher, the Voucher would nevertheless be valued at 57 single family residential units. The same calculation method would apply to other housing types, such as multi-family.
   b. **Applicant** may assign the Voucher, in whole or in part, pursuant to Section 163.31801(10). To accomplish said transaction, the **School Board** shall, within thirty (30) days of receipt of a written request from the **Applicant**, reassign the Voucher in whole or in part, to any other development or parcel within the school district. Should, at any time, the total number of units set forth in the Proposed Development exceed the number of units set forth in Voucher(s) issued, the **Applicant** shall pay the then current impact fee amount for each unit above the total amount of units in the issued vouchers. The **Applicant** shall provide the Voucher(s) to the **Local Government** at the time of impact fee payment.

9. **SCHOOL CAPACITY IMPROVEMENT:** The **School Board** agrees to apply the Proportionate Share Mitigation contributed by the **Applicant** toward a school capacity improvement identified in its 5-year Educational Facilities Work Program and if no project has been identified, the **School Board** shall set aside the funds, and not spend same until an improvement has been identified which satisfies the demands created by the Development Proposal in accordance with this Agreement.

10. **IMPACT FEES**. The payment of Educational Facilities impact fees shall be the responsibility of the **Applicant** for each dwelling unit constructed on the Property and shall be due at the time of building permit issuance. The **Applicant's** payment of Educational Facilities impact fees shall be collected, transmitted, and reported in conformance with and according to the Educational Facilities Impact Fee Ordinance, and as set forth on EXHIBIT "D" attached hereto and incorporated herein by reference.

11. **TERMINATION**. This Agreement shall terminate, and **Applicant** shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the **School Board** agrees to an extension of this Agreement, if one of the following occurs:
    a. The **Local Government** does not approve the final plat or construction plans, or its functional equivalent, within twelve (12) months from approval of the preliminary plat, or its functional equivalent, by the **Local Government**; or
    b. Applicant fails to fully pay the Proportionate Share Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days; or
    c. The **Applicant** fails to obtain at least one building permit for a unit other than a model home within three (3) years of recording of the plat or, if a plat is not required, within three (3) years of final approval of the site plan, or its equivalent. In such case, unless for good cause shown by the **Applicant**, this Agreement shall be terminated and, other than capacity associated with a payment of Proportionate Share Mitigation, any encumbered or reserved school capacity shall be returned to its applicable capacity bank.
    d. The **Applicant** shall not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement prior to termination.

12. **NO GUARANTEE OF LAND USE/ZONING:** Nothing in the Agreement shall require the **Local Government** to approve any land use amendment or rezoning application associated with the Project Site.

13. **EFFECTIVE DATE:** This Agreement shall become effective immediately upon the occurrence of all the following:
    a. Signatory execution by the **Applicant**
    b. Adoption and approval of this Agreement by the **Local Government**;
    c. Adoption and approval of this Agreement by the **School Board**;
    d. The recordation of a fully executed original of this Agreement in the official records of Hernando County, Florida, at the expense of **Applicant**; and
    e. The expiration of any and all appeal periods for any challenge to the approval of this Agreement.

14. **TERM:** This Agreement shall automatically terminate and expire upon the first occurrence of any of the following:
    a. The full performance by all **parties** hereto of each and every one of their respective obligations arising under the terms of this Agreement.

b. The execution of a written agreement by all **parties**, or their successors in interest, providing for the cancellation and termination of this Agreement.
c. The expiration or termination of either the COC or permitted authorization of related horizontal or vertical construction.
d. Ten (10) years from the Effective Date.

15. **DEFAULT:** If any party to this Agreement materially defaults under the terms hereof, then the **Local Government or School Board** shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the **Applicant** of the property described herein fail to timely cure a default in meeting their obligations set forth herein, the COC, issued based upon payment and/or performance hereunder, this Agreement shall be voided and the **Applicant** and the property described herein shall lose their right to school concurrency under this Agreement and their right to any Educational Facilities Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property site dependent upon such COC shall cease and no further permits shall be issued by the **Local Government**, until and unless the agreement is reinstated or the default is cured or capacity becomes available and a new COC is issued. Should the **Local Government** or the **School Board** fail to timely cure a default in meeting their obligations set forth herein, **Applicant** may seek any and all remedies available to it by law.

16. **VENUE; CHOICE OF LAW:** Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Hernando County, Florida, and shall be governed by the laws of the State of Florida.

17. **RELEASE**. Upon the performance of all obligations of all **Parties** hereto, the **School Board** and the **Local Government** shall release the **Applicant** from this Agreement, and the **Applicant** shall release the **School Board** and the **Local Government** from all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the **Applicant's** expense in the Official Records of Hernando County, Florida, evidencing such performance.

18. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

19. **NO WAIVER:** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

20. **EXHIBITS:** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

21. **FURTHER ASSURANCES:** The **parties** hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

22. **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed be all the **parties** to this Agreement.

23. **ASSIGNMENT:** This Agreement runs with the land. The **Applicant** may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the **parties**. At the election of the **School Board**, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the **parties** with a copy of the written assignment within ten (10) days of the date of execution of same.

24. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is made for the sole benefit and protection of the **parties**, their successors and assigns, and no other persons shall have any right of action hereunder.

25. **COUNTERPARTS:** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

26. **RECORDING OF THIS AGREEMENT:** The **Applicant** shall record this Agreement, at its expense in the Hernando County Public Records. The **Applicant** shall provide a copy to the **Local Government** and the **School Board**.

27. **MERGER CLAUSE:** This Agreement sets forth the entire agreement among the **parties**, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the **parties**.

28. **SEVERABILITY:** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

29. **STATUTORY COMPLIANCE:** This Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes (2024), as amended from time to time.

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

FOR CITY OF BROOKSVILLE: City Clerk
201 Howell Avenue
Brooksville, Florida 34601

With a Copy to: Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, Florida 32789

FOR SCHOOL BOARD: Superintendent
Hernando County School District
919 North Broad Street
Brooksville, FL 34601

With a Copy to: School Board Attorney
School Board of Hernando County
919 North Broad Street
Brooksville, FL 34601

School Planner
Hernando County School District
8016 Mobley Road
Brooksville, FL 34601

FOR APPLICANT: HBWB Development Services, LLC
4065 Crescent Park Drive
Riverview, FL 33578

With copy to: Kami Corbett, Esq.
Hill Ward Henderson, P.A.
101 E Kennedy Blvd, Suite 3700
Tampa, FL 33602

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

SCHOOL DISTRICT

Signed, witnessed, executed, and acknowledged on this ___ day of _____, 2025.

WITNESSES: _____ Print Name:_____ Address_____ _____ _____ Print Name:_____ Address_____ _____	**SCHOOL DISTRICT OF HERNANDO COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida** _____ Shannon Rodriguez Title: School Board Chair **Approved as to form and legality by legal Counsel to The School District of Hernando County, Florida, exclusively for its use and reliance.** _____ Christopher J. Wilson, Esq. Date:_____

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of December, 2025, by Shannon Rodriguez, as School Board Chair of the SCHOOL DISTRICT OF HERNANDO COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida.

{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 11th day of November, 2025.

WITNESSES:

Print Name: Ben Viola
Address 4065 Crescent Park Dr. Riverview, FL 33578

Print Name: Christopher Le
Address ~~4065 Crescent Park Dr. Riverview, FL 33578~~

APPLICANT:

HBWB DEVELOPMENT SERVICES, LLC, a Florida limited liability company

By: _____

Matt Suggs
Print

VP Community Development
Title

STATE OF FLORIDA

COUNTY OF ~~HERNANDO~~ HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical present or ☐ online notarization, this 11 day of November, 2025, by MATT SUGGS, as VP COMMUNITY DEVELOPMENT of HBWB DEVELOPMENT SERVICES, LLC, a Florida limited liability company.

{AFFIX NOTARY STAMP}

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

Notary Public of Florida

HEATHER MATTIZA
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X
OR Produced Identification _____
Type of Identification Produced _____

LOCAL GOVERNMENT

Signed, witnessed, executed, and acknowledged on this __ day of November, 2025.

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

ATTEST:

By: _____
Jennifer Battista, City Clerk

By: _____
Christa Tanner, Mayor

WITNESSES:	**Approved as to form for the reliance of the City of Brooksville:**
_____ **Print Name:_____** **Address_____** _____ _____ **Print Name:_____** **Address_____** _____	_____ **Vose Law Firm, LLP** **City Attorney**

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this ___day of _____, 20___ by Christa Tanner as Mayor of the City of Brooksville City Council.

{AFFIX NOTARY STAMP}

Notary Public of Florida

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced_____

Exhibit "A"
Parcel ID# and Description

Phase 1

A portion of the East 1/2 of Section 11 and a portion of the East 1/2 of Section 14, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 11; thence S.89°49'48"W., 552.44 feet along the Southerly boundary line of said Southeast 1/4 of Section 11 to the POINT OF BEGINNING; thence S.14°29'00"W., 90.36 feet; thence S.25°04'34"W., 260.24 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 634.94 feet; thence Southwesterly, 274.82 feet along said curve through a central angle of 24°47'59" (chord bears S.13°03'43"W., 272.68 feet); thence S.01°02'18"E., 262.61 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 505.00 feet; thence Southeasterly, 636.70 feet along said curve through a central angle of 72°14'17" (chord bears S.41°01'15"E., 595.36 feet); thence S.00°34'42"E., 58.56 feet to the Northerly boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 14; thence S.89°25'22"W., 307.33 feet along said Northerly boundary line to the Westerly boundary line of the East 1/2 of said Southeast 1/4 of the Northeast 1/4 of Section 14; thence S.00°05'56"E., 199.93 feet along said Westerly boundary line; thence S.64°58'49"W., 412.94 feet; thence N.25°16'21"W., 349.36 feet; thence S.68°08'42"W., 227.57 feet; thence S.15°55'48"W., 792.40 feet; thence S.26°02'33"W., 738.63 feet to the Northerly right-of-way line of CROOM ROAD; thence along the said Northerly right-of-way line the following three courses: S.77°34'10"W., 252.80 feet; thence N.88°38'49"W., 228.98 feet; thence N.39°07'52"W., 22.74 feet to the Easterly right-of-way line of U.S. HIGHWAY 41; thence along said Easterly right-of-way line the following three courses and two curves: N.08°34'32"E., 196.00 feet to the beginning of a non-tangent curve concave to the Northwest having a radius of 2897.77 feet; thence Northeasterly, 639.37 feet along said curve through a central angle of 12°38'30" (chord bears N.02°15'44"E., 638.07 feet); thence N.04°03'31"W., 2130.73 feet to the Southerly boundary line of the Southeast 1/4 of said Section 11; thence continue N.04°03'31"W., 1547.91 feet to the beginning of a curve concave to the Southeast having a radius of 2831.79 feet; thence Northeasterly, 442.69 feet along said curve through a central angle of 08°57'25" (chord bears N.00°25'12"E., 442.24 feet) to the Southerly boundary line of the North 1/2 of the Northwest 1/4 of said Southeast 1/4 of Section 11; thence N.89°51'35"E., 1297.38 feet along said Southerly boundary line to the Easterly boundary line of the West 1/2 of said East 1/2 of Section 11; thence N.00°14'44"W., 661.79 feet along said Easterly boundary line to the Southerly boundary line of the Northeast1/4 of said Section 11; thence N.00°16'13"W., 330.33 feet along said Easterly boundary line to the Southerly boundary line of the North 3/4 of the Southeast 1/4 of said Northeast 1/4 of Section 11; thence N.89°52'28"E., 660.31 feet along said Southerly boundary line; thence S.20°36'12"E., 829.46 feet; thence S.00°00'00"W., 689.39 feet; thence S.09°30'39"W., 106.45 feet; thence S.08°55'45"W., 268.90 feet; thence S.15°35'08"W., 170.49 feet; thence S.21°14'01"W., 88.44 feet; thence S.26°27'04"W., 78.04 feet to the beginning of a curve concave to the Southeast having a radius of 20.00 feet; thence Southwesterly, 10.69 feet along said curve through a central angle of 30°37'14" (chord bears S.11°08'27"W., 10.56 feet); thence S.04°48'00"E., 136.06 feet; thence S.32°22'13"E., 390.47 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 455.00 feet; thence Southwesterly, 342.64 feet along said curve through a central angle of 43°08'47" (chord

bears S.36°03'23"W., 334.60 feet); thence S.14°29'00"W., 80.55 feet to the POINT OF BEGINNING.

Containing 8,964,686.50 square feet (205.80 acres), more or less.

Exhibit "B"
Map or Plan Identifying Property

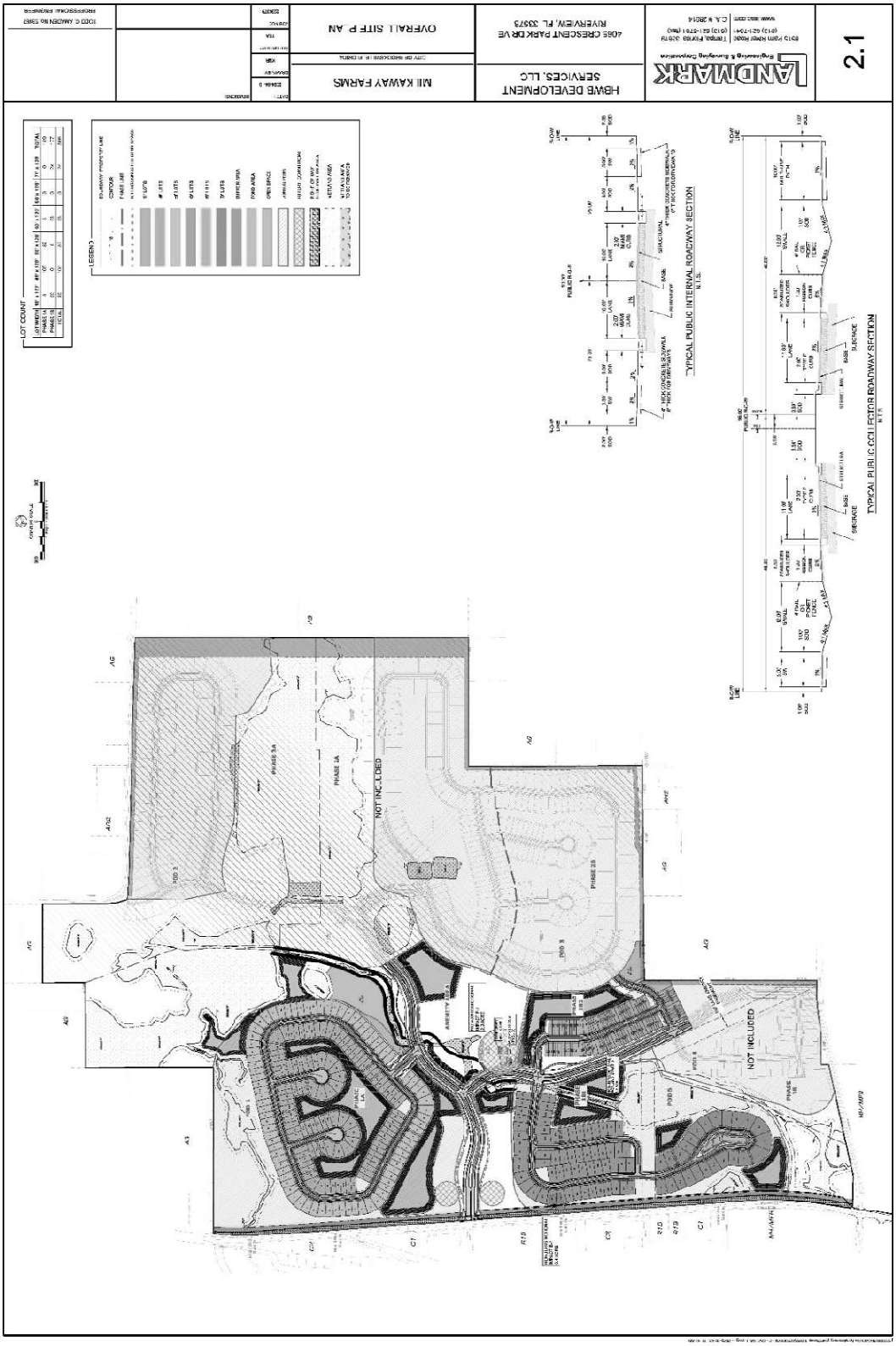


Exhibit "C"

Hernando County School Board
Educational Facilities Impact Fee Credit Voucher
MILKAWAY FARMS PHASE 1A, 1B, & 1C

1. Date of Finding of Available School Capacity: October 22, 2025
   Number of dwelling units associated with application: 366
   Type of dwelling units associated with application: Single-family detached and townhomes
2. Name of Developer/Applicant: HBWB Development Services, LLC
3. Address of Developer/Applicant: 4065 Crescent Park Drive, Riverview, FL 33578
4. Legal description of subject property: See Exhibit "A" - Attachment 1.
5. Subdivision or Master Development Plan name: Milkaway Farms Phase 1A, 1B, & 1C
6. Local Government Development Application Number: Application No. 24-0010

The undersigned School Board Official confirms that it has received from the Developer/Applicant named above, Proportionate Share Mitigation for high school capacity on the ___ day of _____, 2025, 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.)	

By: _____

Print: _____

Title: _____

Impact Fee Credit Redemption Ledger
MILKAWAY FARMS PHASE 1A, 1B, & 1C

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

Exhibit "D"

EDUCATIONAL FACILITIES IMPACT FEE

1. **Impact Fees Established.** The County has adopted the Hernando County Educational Facilities Impact Fee Ordinance (the "Impact Fee Ordinance"), codified at Chapter 23, Article III, of the Hernando County Code, to assure that new development which creates a need for educational facilities bears a proportionate share of the cost of capital expenditures necessary to provide the educational facilities necessitated by such development ("Impact Fee"). The Impact Fee amount is established pursuant to the Impact Fee Ordinance and is due and payable upon the issuance of a building permit by the respective **Local Governments** except as otherwise provided in the Impact Fee Ordinance.

2. **Collection of Impact Fees.** Each **Local Government** shall collect the Impact Fee for each building permit resulting in a new impact generated by ordinance or resolution. The ultimate calculation of the Impact Fee amount shall be based on the timing of the submittal of a complete building permit application, with the Impact Fee payable at the time of building permit issuance. The permitting **Local Government** shall be solely responsible for determining the amount of any Impact Fee due at the time of building permit issuance.

3. **Administrative Costs.** In accordance with the Florida Impact Fee Act, it is agreed by the **Parties** that the **Local Governments** may retain the actual costs incurred in collecting the Impact Fees. Each **Local Government** is responsible for providing for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund and providing same to the **School Board** on an annual basis.

4. **Remittance of Impact Fees.** The **Local Governments** shall remit the collected Impact Fees minus the administrative fee, as described above, to the **School Board** pursuant to Hernando County Code of Ordinance, Chapter 23, Article III, Section 23-71. as prescribed by Ordinance or Resolution. Remittance may be through wire transfer to the **School Board**, through check payable to the Hernando County School Board, or through other method mutually agreed to between the **Local Government** as payor and the **School Board** as payee.

5. **Reporting.** Each **Local Government** shall, in addition to the monthly transfer of the Impact Fees, remit to the **School Board** a report accounting for the total Impact Fees collected for the month and the administrative fees retained by the **Local Government**. The reports shall specify the dates the fees were paid, Parcel Identification Number, Impact Fee paid per parcel, total Impact Fee paid including allocations, **Applicant's** name, property description, use code, and the financial payment history (including date of payment to the **School Board** and check number). Should no Impact Fees be collected for the month, the **Local Government** shall report to the **School Board** that

no Impact Fees are to be remitted because no Impact Fees were collected by the **Local Government**.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 37. 26-3463 12/9/2025

Title and Board Action Requested
Approval of the Proportionate Share Mitigation Agreement with Pointe Grand at Spring Hill.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approval of the Proportionate Share Mitigation Agreement with Pointe Grand at Spring Hill.

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

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

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
See attached budget sheet.

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

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

SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT

POINTE GRAND AT SPRING HILL

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT ("**Agreement**"), is made by and among **HERNANDO COUNTY,** a political subdivision of the State of Florida, whose address is 20 North Main St., Brooksville, Florida 34601, hereinafter referred to as **"Local Government"**; **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate of the State of Florida, hereinafter referred to as the "**School Board**", whose address is 919 North Broad St., Brooksville, FL 34601; ,**HILLPOINTE, LLC,** hereinafter referred to as the "**Applicant**" whose address is **631 W. Morse Blvd., Suite 200, Winter Park, FL 32789, and Land Merchant, LLC,** whose address is 6300 N. Sagewood Drive, Suite H231, Park City , UT 84098, **Frank McDowell, III and Margaret M. McDowell**, whose address is 7450 Moriah Avenue, Brooksville, FL 33573, and **Nicholas Anthony Oliva, Trustee of the Nicholas Anthony Oliva, Sr. Revocable Living Trust**, whose address is 14341 Amero Lane, Spring Hill, FL (Land Merchant, LLC, Frank McDowell III and Mary M. McDowell, and Nicholas Anthony Oliva, Trustee of the Nicholas Anthony Oliva, Sr. Revocable Living Trust are collectively the "Owner"); and

WHEREAS, **Owner** is**, THE FEE SIMPLE OWNER, and the Applicant is the Developer,** of a ± **13.60**-acre parcel of real property located in Hernando County and generally located at the **northwest corner of Anderson Snow Road and Amero Lane,** Parcel Keys 196442, 565819, 565855, and 1377496("**Project Site**"), the complete legal description for which is attached hereto as EXHIBIT "A." The Project Site is illustrated with a map appearing in EXHIBIT "B"; and

WHEREAS, the **Applicant** has applied for **Site Plan** approval from the **Local Government** pursuant to Application No. **1498703** and to allow **200 multifamily dwelling units** to be constructed on the Project Site ("**Proposed Development**"); and

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

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

WHEREAS, the **Local Government** and the **School Board** have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards, as defined in the Interlocal Agreement ("Standards" or "Level of Service" or "Level of Service Standards") and consistent with the terms of the current Interlocal Agreement for Public School Facility Planning between the School Board and the Local Governments, as may be amended from time to time (the "Interlocal Agreement") and the Local Government's public school facilities element, and capital improvement elements of the respective comprehensive plans; and

WHEREAS, at the adopted Level of Service Standards, adequate school capacity for **12 high** school students projected to be generated by the development is not available within the school Concurrency Service Area(s) ("Concurrency Service Area(s)")shall have the meaning as set forth in the Interlocal Agreement) in which the Proposed Development is located; Proposed Development within any contiguous school concurrency Service Area(s); and adequate school capacity will not be in place or under actual construction within three (3) years after the Local Government's approval of the Proposed Development; and

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

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

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

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

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

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

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

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

2. **PARTIES:** The **Local Government**, the **School Board, the Owner,** and the **Applicant** shall be collectively referred to as the "parties."

3. **LEGALLY BINDING COMMITMENT:** This Agreement constitutes a legally binding commitment by the Owner and the **Applicant** to provide Proportionate Share Mitigation for the deficiency of school capacity needed for the number and type of new residential dwelling units on the Project Site for the Proposed Development sought to be approved by the **Local Government**. The Owner acknowledges that it has provided the Applicant authorization to proceed on its behalf and by execution of this Agreement the Owner consents to and is bound by all rights, obligations, and duties of Applicant set forth herein.

4. **DESCRIPTION OF DEVELOPMENT USES:** The Proposed Development shall be developed to include a maximum of **200 multifamily dwelling units**. Construction of dwelling units within the Proposed Development is anticipated to begin in the year **2026,** and is anticipated to be complete in the year **2027**.

5. **PROPORTIONATE SHARE MITIGATION:**
   a. The **parties** agree the formula to calculate the total amount of the Proportionate Share Mitigation shall be: $p = (s - a) \times (c + (c \times f))$, where
      i. ***p*** = Proportionate Share Mitigation Amount, and
      ii. ***s*** = Students (by school type) that will be generated by the Proposed Development (by housing type), and
      iii. ***a*** = Available FISH capacity (by school type) or ***zero*** if no capacity is available, and
      iv. ***c*** = Total Facility Cost per Student Station for **high** school level, as published in the Educational Facilities Impact Fee Update Study adopted by the School Board and in effect at the time when the Proportionate Share Mitigation is accepted plus authorized ancillary facility costs per student, and
      v. ***f*** = Student Station Cost Adjustment Factor (indexed to 2022=100) for the year in which the Proportionate Share Mitigation is accepted, as published by the Florida Legislative Office of Economic and Demographic Research (EDR).

   b. The **parties** agree that the payment of a Proportionate Share Mitigation in the total amount of **FIVE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED TWENTY-ONE AND 00/100 DOLLARS ($536,621.00)** for the Proposed Development, is proportionate to the demand for public school facilities to be

created by the actual development of the property and based on existing and actual school capacity deficit as determined pursuant to the Amended and Restated Interlocal Agreement.

6. **SCHOOL CONCURRENCY ANALYSIS:** Upon the final execution of this Agreement, the Superintendent shall provide the **Local Government** with a *Finding of Available School Capacity*, encumbering **17 elementary, 9 middle, and 12 high** school capacity for the Proposed Development.

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

8. **EDUCATIONAL FACILITIES IMPACT FEE CREDIT:**
   a. In accordance with Section 163.3180(6)(h)(2)(b) and 163.31801(5)(a), Florida Statutes, as consideration for the payment of the Proportionate Share Mitigation as described in Section 5 above, the **Parties** agree that the **School Board** shall provide the **Applicant** a credit on a dollar-for-dollar credit basis at fair market value, in the amount of **FIVE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED TWENTY-ONE AND 00/100 DOLLARS ($536,621.00)** toward Educational Facilities impact fees ("Impact Fee Credits") in the form of the Hernando County Educational Facilities Impact Fee Voucher attached hereto as Exhibit "C" (the "Voucher"). The number of units set forth in the Voucher will be based upon the rate of Impact Fees at the time of the Proportionate Share Mitigation payment and shall be rounded down to the nearest unit. In no event will the dollar amount of the Proportionate Share Mitigation exceed the dollar amount of the Impact Fees due for the Proposed Development.
      i. As an example, the Educational Impact Fee as of July 1, 2025, is $6,135.00 per single family home. Assuming the payment is in the amount of $350,000.00, it would result in a voucher for 57.04 single family home units, which would be rounded down to 57 units and the actual payment would be $349,695. If the impact fee rate is increased after the issuance of the Voucher, the Voucher would nevertheless be valued at 57 single family residential units. The same calculation method would apply to other housing types, such as multi-family.
   b. **Applicant** may assign the Voucher, in whole or in part, pursuant to Section 163.31801(10). To accomplish said transaction, the School Board shall, within thirty (30) days of receipt of a written request from the Applicant, reassign the Voucher in whole or in part, to any other development or parcel within the school district. Should, at any time, the total number of units set forth in the Proposed Development exceed the number of units set forth in Voucher(s) issued, the **Applicant** shall pay the then current impact fee amount for each unit above the total amount of units in the issued

vouchers. The **Applicant** shall provide the Voucher(s) to the **Local Government** at the time of impact fee payment.

9. **SCHOOL CAPACITY IMPROVEMENT:** The **School Board** agrees to apply the Proportionate Share Mitigation contributed by the **Applicant** toward a school capacity improvement identified in its 5-year Educational Facilities Work Program and if no project has been identified, the **School Board** shall set aside the funds, and not spend same until an improvement has been identified which satisfies the demands created by the Development Proposal in accordance with this Agreement.

10. **IMPACT FEES**. The payment of Educational Facilities impact fees shall be the responsibility of the **Applicant** for each dwelling unit constructed on the Property and shall be due at the time of building permit issuance. The **Applicant's** payment of Educational Facilities impact fees shall be collected, transmitted, and reported in conformance with and according to the Educational Facilities Impact Fee Ordinance, and as set forth on EXHIBIT "D" attached hereto and incorporated herein by reference.

11. **TERMINATION**. This Agreement shall terminate, and **Applicant** shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the **School Board** agrees to an extension of this Agreement, if one of the following occurs:

a. A conditional plat approval is not issued within twelve (12) months of the Effective Date of this Agreement; or

b. Construction plan approval is not issued within two (2) years of conditional plat approval.; or

c. Applicant fails to fully pay the Proportionate Share Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days; or

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**, this Agreement shall be terminated and, other than capacity associated with a payment of Proportionate Share Mitigation, any encumbered or reserved school capacity shall be returned to its applicable capacity bank.

e. The **Applicant** shall not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement prior to termination.

12. **NO GUARANTEE OF LAND USE/ZONING:** Nothing in the Agreement shall require the **Local Government** to approve any land use amendment or rezoning application associated with the Project Site.

13. **EFFECTIVE DATE:** This Agreement shall become effective immediately upon the occurrence of all the following:
    a. Signatory execution by the **Applicant**

b. Adoption and approval of this Agreement by the **Local Government**;
c. Adoption and approval of this Agreement by the **School Board**;
d. The recordation of a fully executed original of this Agreement in the official records of Hernando County, Florida, at the expense of **Applicant**; and
e. The expiration of any and all appeal periods for any challenge to the approval of this Agreement.

14. **TERM:** This Agreement shall automatically terminate and expire upon the first occurrence of any of the following:
    a. The full performance by all parties hereto of each and every one of their respective obligations arising under the terms of this Agreement.
    b. The execution of a written agreement by all **parties**, or their successors in interest, providing for the cancellation and termination of this Agreement.
    c. The expiration or termination of either the COC or permitted authorization of related horizontal or vertical construction.
    d. Ten (10) years from the Effective Date.

15. **DEFAULT:** If any party to this Agreement materially defaults under the terms hereof, then the **Local Government or School Board** shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the **Applicant** of the property described herein fail to timely cure a default in meeting their obligations set forth herein, the COC, issued based upon payment and/or performance hereunder, this Agreement shall be voided and the **Applicant** and the property described herein shall lose their right to school concurrency under this Agreement and their right to any Educational Facilities Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property site dependent upon such COC shall cease and no further permits shall be issued by the Local Government, until and unless the agreement is reinstated or the default is cured or capacity becomes available and a new COC is issued. Should the **Local Government** or the **School Board** fail to timely cure a default in meeting their obligations set forth herein, **Applicant** may seek any and all remedies available to it by law.

16. **VENUE; CHOICE OF LAW:** Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Hernando County, Florida, and shall be governed by the laws of the State of Florida.

17. **RELEASE**. Upon the performance of all obligations of all Parties hereto, the School Board and the Local Government shall release the Applicant from this Agreement, and the Applicant shall release the School Board and the Local Government from all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Applicant's expense in the Official Records of Hernando County, Florida, evidencing such performance.

18. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

19. **NO WAIVER:** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

20. **EXHIBITS:** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

21. **FURTHER ASSURANCES:** The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

22. **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed be all the parties to this Agreement.

23. **ASSIGNMENT:** This Agreement runs with the land. The **Applicant** may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the parties. At the election of the **School Board**, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the parties with a copy of the written assignment within ten (10) days of the date of execution of same.

24. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is made for the sole benefit and protection of the parties, their successors and assigns, and no other persons shall have any right of action hereunder.

25. **COUNTERPARTS:** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

26. **RECORDING OF THIS AGREEMENT:** The **Applicant** shall record this Agreement, at its expense in the Hernando County Public Records. The Applicant shall provide a copy to the **Local Government** and the **School Board**.

27. **MERGER CLAUSE:** This Agreement sets forth the entire agreement among the parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the parties.

28. **SEVERABILITY:** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

29. **STATUTORY COMPLIANCE:** This Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes (2024), as amended from time to time.

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

FOR HERNANDO COUNTY:	County Administrator 20 North Main St. Brooksville, FL 34601
With a Copy to:	County Attorney Hernando County 20 North Main St. Brooksville, FL 34601
FOR SCHOOL BOARD:	Superintendent Hernando County School District 919 North Broad Street Brooksville, FL 34601
With a Copy to:	School Board Attorney School Board of Hernando County 919 North Broad Street Brooksville, FL 34601
	School Planner Hernando County School District 8016 Mobley Road Brooksville, FL 34601

FOR APPLICANT:	Hillpointe, LLC c/o Vice President of Development - FL 631 W. Morse Blvd Suite 200 Winter Park, FL 32789
With a copy to:	Hillpointe, LLC c/o General Counsel 631 W. Morse Blvd Suite 200 Winter Park, FL 32789
FOR OWNER:	**?**

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

SCHOOL DISTRICT

Signed, witnessed, executed, and acknowledged on this___day of_____, 2025.

WITNESSES: _____ Print Name:_____ Address_____ _____ _____ Print Name:_____ Address_____ _____	**SCHOOL DISTRICT OF HERNANDO COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida** _____ Shannon Rodriguez Title: School Board Chair **Approved as to form and legality by legal Counsel to The School District of Hernando County, Florida, exclusively for its use and reliance.** _____ Christopher J. Wilson, Esq. Date:_____

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this _____day of _____, 202__, by_____
,_____

{AFFIX NOTARY STAMP}

Notary Public of Florida

_____
PRINT, TYPE OR STAMP NAME OF NOTARY
Personally known _____
OR Produced Identification _____
Type of Identification Produced_____

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

OWNER

Signed, witnessed, executed, and acknowledged on this 10 day of November, 2025.

WITNESSES:	Land Merchant, LLC
Print Name: Beck Skeen Address 6300 Sagewood Dr Park City, UT 84098	NAME James Larson TITLE Chief Executive Manager
Print Name: Mark Grose Address 6300 Sagewood Dr Park City, UT 84098	

STATE OF ~~FLORIDA~~ Utah
COUNTY OF ~~HERNANDO~~ Summit

The foregoing instrument was acknowledged before me by means of ☒ physical present or ☐ online notarization, this 10 day of Nov, 2025, by James Larson, Chief Executive Manager

{AFFIX NOTARY STAMP}

MARK GROSE
NOTARY PUBLIC-STATE OF UTAH
COMMISSION EXP. 10/05/2026
COMMISSION NO. 727132

Notary Public of ~~Florida~~ Utah

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification X
Type of Identification Produced Drivers License

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

OWNER

Signed, witnessed, executed, and acknowledged on this 10TH day of NOVEMBER, 2025.

WITNESSES:	
Print Name: Patrick Moore Address 4176 Mariner Blvd Spring Hill FL 34609 Print Name: Patrick Gesualdo Address 4176 Mariner blvd	Frank McDowell, III

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this 10 day of November, 2025, by Frank McDowell
,_____

{AFFIX NOTARY STAMP}

PATRICK GESUALDO
Notary Public - State of Florida
Commission # HH 649239
My Comm. Expires Mar 9, 2029
Bonded through National Notary Assn.

Notary Public of Florida

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification ✓
Type of Identification Produced FLDL M234-260-52-089-0

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

OWNER

Signed, witnessed, executed, and acknowledged on this 10TH day of NOVEMBER, 2025.

WITNESSES:	
Print Name: Patrick Moore Address 4176 Mariner Blvd Spring Hill FL 34609 Print Name: Patricia Gesualdo Address 4176 Mariner Blvd spring hill FL 34609	Margaret M. McDowell Margaret M. McDowell

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this 10 day of November, 2025, by Margaret McDowell

{AFFIX NOTARY STAMP}

PATRICK GESUALDO
Notary Public - State of Florida
Commission # HH 649239
My Comm. Expires Mar 9, 2029
Bonded through National Notary Assn.

Notary Public of Florida

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification ✓
Type of Identification Produced FLDL M234563479050

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

OWNER

Signed, witnessed, executed, and acknowledged on this 10 day of November, 2025.

WITNESSES:	**Nicholas Anthony Oliva, Sr. Revocable Living Trust**
Print Name: Brandi Radin Address 14391 Spring Hill Dr. Spring Hill, FL 34609 Print Name: Alexus Gatherude Address 14391 Spring Hill Dr. Spring Hill FL 34609	Nicholas Anthony Oliva, Trustee

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☑ physical present or ☐ online notarization, this 10 day of November, 2025, by Nic Oliva

{AFFIX NOTARY STAMP}

Notary Public State of Florida
Destiny Shea
My Commission HH 375098
Expires 3/16/2027

Notary Public of Florida

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ____
OR Produced Identification ✓
Type of Identification Produced FL. D.L.

APPLICANT

HILLPOINTE, LLC

Signed, witnessed, executed, and acknowledged on this 13 day of November, 2025.

WITNESSES:

Alexis Roberts
Print Name: Alexis Roberts
Address 631 W Morse Blvd #200
Winter Park, FL 32789

Michelle Jarae
Print Name: Michelle Jarae
Address 631 W Morse Blvd, #200
Winter Park, FL 32789

APPLICANT:

By: _____

Steven Campisi
Print

Manager
Title

STATE OF FLORIDA

COUNTY OF ~~HERNANDO~~ Orange

The foregoing instrument was acknowledged before me by means of ☐ ~~physical~~ present or ☐ online notarization, this 13 day of November, 2025, by Steven Campisi, Manager.

{AFFIX NOTARY STAMP}

NOTARY PUBLIC STATE OF FLORIDA
MICHELLE JARAE
MY COMMISSION # HH 322924
EXPIRES: October 17, 2026

Notary Public of Florida

Michelle Jarae
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ✓
OR Produced Identification _____
Type of Identification Produced _____

LOCAL GOVERNMENT

Signed, witnessed, executed, and acknowledged on this___day of_____, 202_.

HERNANDO COUNTY,
a political subdivision of the
State of Florida

ATTEST:

By: _____
Douglas A. Chorvat, Jr., Clerk

By: _____
Bryan Hawkins, Chairman

WITNESSES: **_____** **Print Name:_____** **Address_____** **_____** **_____** **Print Name:_____** **Address_____** **_____**	**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:** **_____** **County Attorney's Office**

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this _____day of _____, 202__, by_____
,_____.

{AFFIX NOTARY STAMP}

Notary Public of Florida

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced_____

Exhibit "A"

Parcel ID# and Description

Parcel IDs:

PARCEL 1: R27-223-18-3262-0001-0010
PARCEL 2: R27-223-18-3262-0001-0020
PARCEL 3: R27-223-18-3262-0001-0030
PARCEL 4: R27-423-18-0000-0090-0041

PARCEL 1:
Tract 1, Block 1, ROLLING OAKS SUBDIVISION as shown on plat recorded in Plat Book 15 at pages 73, 74 and 75 of the Public Records of Hernando County, Florida.

PARCEL 2:
Lot 2, Block 1, Rolling Oaks Subdivision, Unit 1 as per plat recorded in Plat Book 15, Page 73-75 of the Public Records of Hernando County, Florida.

PARCEL 3:
Tract 3, Block 1, Rolling Oaks, Unit 1, according to the map or plat thereof, as recorded in Plat Book 15, pages 73 through 75, inclusive, of the Public Records of Hernando County, Florida.

PARCEL 4:
TRACT 2; The South one-half (S 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) and LESS the East 40 feet for right-of-way of Anderson Snow Road, as described in Official Records Book 693, Page 880, of the Public Records of Hernando County, Florida, all lying and being in Section 27, Township 23 South, Range 18 East, Hernando County, Florida.

Exhibit "B"
Map or Plan Identifying Property


NUGGENT CIR
NUGGENT CIR
MILLMOUNT LN
EASTMOUNT RD
NUGGENT CIR
N SNOW RD
585
Anderson Snow Park
585
585
MICHELLE ST
ANDERSON SNOW RD
AMERO LN
AMERO LN
585
CARLTON ST
SUNCOAST
Suncoast Trail
589
SULLIVAN ST
585

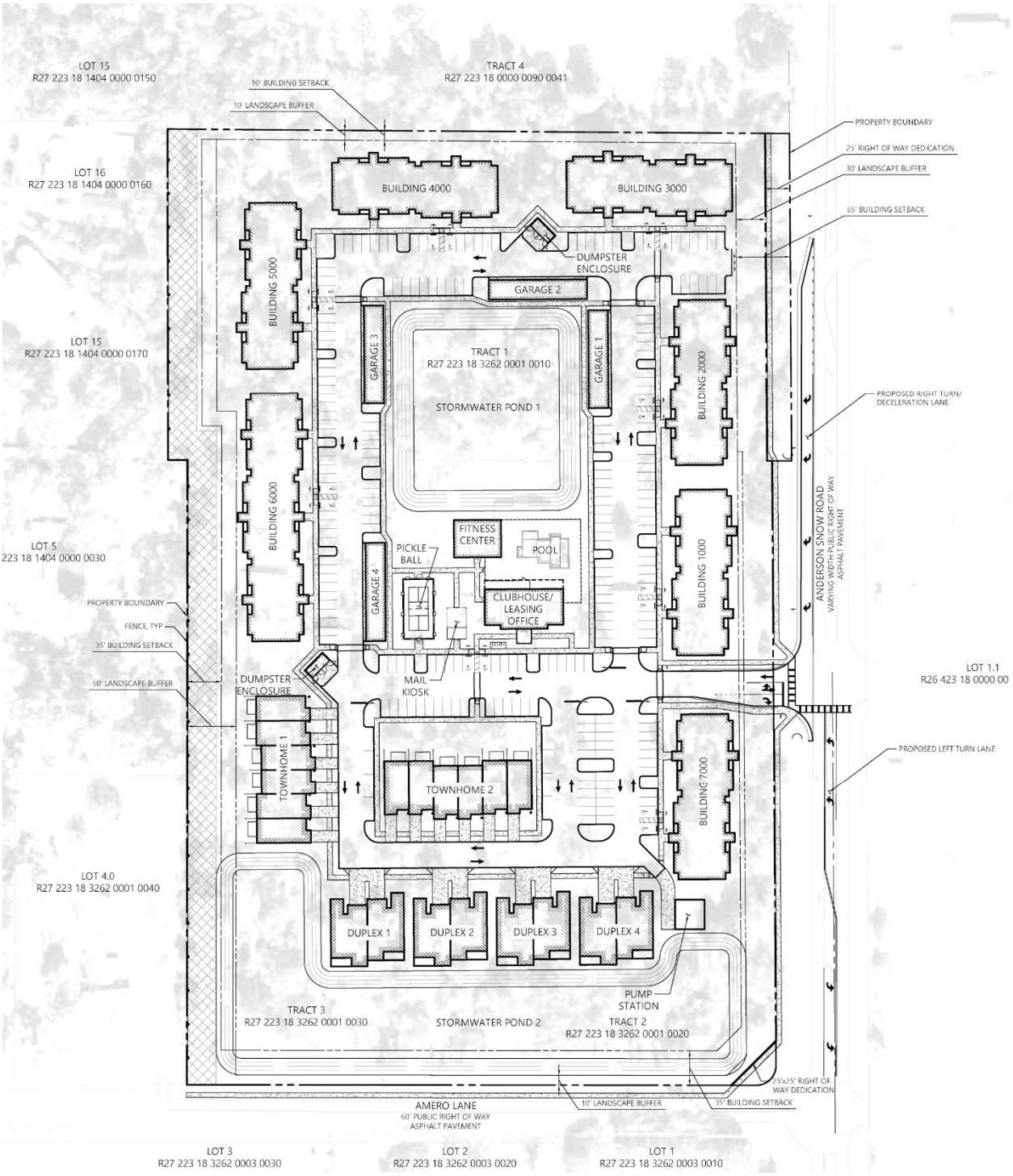

LOT 15
R27 223 18 1404 0000 0150
TRACT 4
R27 223 18 0000 0090 0041
10' BUILDING SETBACK
10' LANDSCAPE BUFFER
PROPERTY BOUNDARY
25' RIGHT OF WAY DEDICATION
30' LANDSCAPE BUFFER
55' BUILDING SETBACK
LOT 16
R27 223 18 1404 0000 0160
BUILDING 4000
BUILDING 3000
DUMPSTER ENCLOSURE
GARAGE 2
BUILDING 5000
LOT 15
R27 223 18 1404 0000 0170
GARAGE 3
TRACT 1
R27 223 18 3262 0001 0010
STORMWATER POND 1
GARAGE 1
BUILDING 2000
PROPOSED RIGHT TURN/ DECELERATION LANE
BUILDING 6000
FITNESS CENTER
POOL
PICKLE BALL
GARAGE 4
CLUBHOUSE/ LEASING OFFICE
BUILDING 1000
ANDERSON SNOW ROAD
VARYING WIDTH PUBLIC RIGHT OF WAY
ASPHALT PAVEMENT
LOT 5
223 18 1404 0000 0030
PROPERTY BOUNDARY
FENCE, TYP
35' BUILDING SETBACK
50' LANDSCAPE BUFFER
DUMPSTER ENCLOSURE
MAIL KIOSK
LOT 1.1
R26 423 18 0000 00
TOWNHOME 1
TOWNHOME 2
BUILDING 7000
PROPOSED LEFT TURN LANE
LOT 4.0
R27 223 18 3262 0001 0040
DUPLEX 1
DUPLEX 2
DUPLEX 3
DUPLEX 4
PUMP STATION
TRACT 3
R27 223 18 3262 0001 0030
STORMWATER POND 2
TRACT 2
R27 223 18 3262 0001 0020
55'x25' RIGHT OF WAY DEDICATION
10' LANDSCAPE BUFFER
55' BUILDING SETBACK
AMERO LANE
60' PUBLIC RIGHT OF WAY
ASPHALT PAVEMENT
LOT 3
R27 223 18 3262 0003 0030
LOT 2
R27 223 18 3262 0003 0020
LOT 1
R27 223 18 3262 0003 0010

Exhibit "C"

Hernando County School Board
Educational Facilities Impact Fee Credit Voucher
POINTE GRAND AT SPRING HILL

1. Date of Finding of Available School Capacity: _____
   Number of dwelling units associated with application: _____
   Type of dwelling units associated with application: _____
2. Name of Developer/Applicant: _____
3. Address of Developer/Applicant: _____
4. Legal description of subject property: **See Exhibit "A" - Attachment 1.**
5. Subdivision or Master Development Plan name: _____
6. Local Government Development Application Number:

The undersigned School Board Official confirms that it has received from the Developer/Applicant named above, Proportionate Share Mitigation for **high** school capacity on the ____ day of _____, 2025, 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.)	

By: _____

Print: _____

Title: _____

Impact Fee Credit Redemption Ledger
POINTE GRAND AT SPRING HILL

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

Exhibit "D"

EDUCATIONAL FACILITIES IMPACT FEE

1. **Impact Fees Established.** The County has adopted the Hernando County Educational Facilities Impact Fee Ordinance (the "Impact Fee Ordinance"), codified at Chapter 23, Article III, of the Hernando County Code, to assure that new development which creates a need for educational facilities bears a proportionate share of the cost of capital expenditures necessary to provide the educational facilities necessitated by such development ("Impact Fee"). The Impact Fee amount is established pursuant to the Impact Fee Ordinance and is due and payable upon the issuance of a building permit by the respective Local Governments except as otherwise provided in the Impact Fee Ordinance.

2. **Collection of Impact Fees.** Each Local Government shall collect the Impact Fee for each building permit resulting in a new impact generated by ordinance or resolution. The ultimate calculation of the Impact Fee amount shall be based on the timing of the submittal of a complete building permit application, with the Impact Fee payable at the time of building permit issuance. The permitting Local Government shall be solely responsible for determining the amount of any Impact Fee due at the time of building permit issuance.

3. **Administrative Costs.** In accordance with the Florida Impact Fee Act, it is agreed by the Parties that the Local Governments may retain the actual costs incurred in collecting the Impact Fees. Each Local Government is responsible for providing for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund and providing same to the School Board on an annual basis.

4. **Remittance of Impact Fees.** The Local Governments shall remit the collected Impact Fees minus the administrative fee, as described above, to the School Board pursuant to Hernando County Code of Ordinance, Chapter 23, Article III, Section 23-71. as prescribed by Ordinance or Resolution. Remittance may be through wire transfer to the School Board, through check payable to the Hernando County School Board, or through other method mutually agreed to between the Local Government as payor and the School Board as payee.

5. **Reporting.** Each Local Government shall, in addition to the monthly transfer of the Impact Fees, remit to the School Board a report accounting for the total Impact Fees collected for the month and the administrative fees retained by the Local Government. The reports shall specify the dates the fees were paid, Parcel Identification Number, Impact Fee paid per parcel, total Impact Fee paid including allocations, applicant's name, property description, use code, and the financial payment history (including date of payment to the School Board and check number). Should no Impact Fees be

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

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 38. 26-3338 12/9/2025

Title and Board Action Requested

Approve the renewal of Bid No. 24-630-07 RN: Paint Products & Sundry Items, awarded to The Sherwin Williams Company, and authorize the purchase of goods, on an as-needed basis, for an estimated annual spending of $70,000.00.

Executive Summary

The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of Bid No. 24-630-07 RN: Paint Products & Sundry Items, awarded to The Sherwin Williams Company, and authorize the purchase of goods for an estimated annual spending of $70,000.00. Purchases will be made on an as-needed basis.

My Contact

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

2023-28 Strategic Focus Area

Priority 5: Fiscal Transparency and Capital Planning

Financial Impact

See attached budget sheet.

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

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: October 7, 2025

Bid No. 24-630-07 RN **Bid Title:** Paint Products & Sundry Items

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☒Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☒Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☐Bid Extension	☐Emergency
☐Reversed Auction	☐ Piggyback Cooperative		

Bid Contract Period: 11/14/2025 through 11/13/2026 ☐ 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
2		1	

Rationale/Reason: Renewal of contract.

Bidders Electronically Downloaded From Public Purchase Website:	**Bids Received:**	**No Bids:**	**Late Bids:**	**Rejected Bids:**	☐ **N/A – Bids Not Required:** RENEWAL

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Joseph Rychcik
Director of Maintenance Department

Department(s): Maintenance Department

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

T/C CODE: 2407

This tabulation establishes a contract with a responsive, responsible supplier to provide various paint products, sundry type items and related equipment and supplies, district wide. Pricing is based on firm fixed net unit prices and percentage (%) discounts. Purchases can be made using a District Purchase Order or District issue Visa Card and can be ordered for delivery or picked up from vendor's local site during regular business hours. Pricing includes all shipping and/or delivery. Purchases will be made on an as-needed basis.

The Sherwin Williams Company

Category 1 - Primers

Item No.	Description	Color	Brand & Item Number	Unit Price One (1) Gallon	Unit Price Five (5) Gallons
1.	Block Filler	Near White/TBD	Conflex CF01W0050	$ 14.00	$ 70.00
2.	Acrylic Primer	Near White/TBD	Loxon Masonry Primer LX02W0050	$ 18.00	$ 90.00
3.	Acrylic Latex Wood Primer	Near White/TBD	Exterior LTX Wd Primer B42W08141	$ 20.00	$ 100.00
4.	Acrylic Chalk Binder (Pigmented)	Near White/TBD	Loxon Conditioner LX0W0100	$ 18.00	$ 90.00
5.	Alkyd Rust Inhibitive Primer	Red/Gray/TBD	Kem Kromik Primer B50NZ6/B50AZ6	$ 22.50	$ 112.50
6.	Two-Part Surface Epoxy Primer	Near White/TBD	Macropoxy 646-B58W610	$ 28.00	$ 140.00
7.	Water Based Rust Inhibitive Primer	Pastel/White/TBD	ProCryl Primer B66W1310	$ 25.50	$ 127.50
8.	Enamel Undercoat	Pastel/White/TBD	Premium Wall & Wood B25W8111	$ 18.00	$ 90.00
9.	Solvent Based Stain Blocking Primer	Paste/White/TBD	Pro Block B79W1000	$ 18.00	$ 90.00
10.	Acrylic Chalk Binder (Clear)	Pastel/White/TBD	Loxon Conditioner LX03V100	$ 18.00	$ 90.00
11.	Universal Acrylic Bonding Primer	Pastel/White/TBD	Multi Purpose Primer B51W00450	$ 18.00	$ 90.00
12.	Stain Block Primer	Pastel/White/TBD	Quick Dry Stain Block B51W8670	$ 18.00	$ 90.00
13.	Drywall Primer	Pastel/White/TBD	Pro Mar 200 Zero VOC B28W02600	$ 19.00	$ 95.00

Category 2 – Finish Coats/Topcoats

Item No.	Description	Color	Brand & Item Number	Unit Price One (1) Gallon	Unit Price Five (5) Gallons
1.	Two Part Water Based Epoxy Coating	a.) White/TBD	Water Based Cat Epoxy B70W211	$ 19.00	$ 95.00
		b.) Pastel/TBD	Water Based Cat Epoxy B70W211	$ 19.00	$ 95.00
		c.) Mid Tint/TBD	Water Based Cat Epoxy B70W211	$ 19.00	$ 95.00
		d.) Deep /TBD	Water Based Cat Epoxy B70W213	$ 19.00	$ 95.00
		e.) Ultra Deep/TBD	Water Based Cat Epoxy B70T204	$ 19.00	$ 95.00
2.	Semi-Gloss Acrylic Latex Paint	a.) White/TBD	Super Pnt Ext Ltx Gloss A84W1151	$ 21.00	$ 105.00
		b.) Pastel/TBD	Super Pnt Ext Ltx Gloss A84W1151	$ 21.00	$ 105.00
		c.) Mid Tint/TBD	Super Pnt Ext Ltx Gloss A84W1151	$ 21.00	$ 105.00
		d.) Deep /TBD	Super Pnt Ext Ltx Gloss A84W1153	$ 21.00	$ 105.00
		e.) Ultra Deep/TBD	Super Pnt Ext Ltx Gloss A84T1154	$ 21.00	$ 105.00
3.	Satin Acrylic Exterior Stucco Paint	a.) White/TBD	Super Pnt Ext Ltx Sat A89W2151	$ 20.00	$ 100.00
		b.) Pastel/TBD	Super Pnt Ext Ltx Sat A89W2151	$ 20.00	$ 100.00
		c.) Mid Tint/TBD	Super Pnt Ext Ltx Sat A89W2151	$ 20.00	$ 100.00
		d.) Deep/TBD	Super Pnt Ext Ltx Sat A89W153	$ 20.00	$ 100.00
		e.) Ultra Deep/TBD	Super Pnt Ex Ltx Sat A9T154	$ 20.00	$ 100.00
4	DTM Acrylic Gloss	a.) White/TBD	DTM Acrylic Gloss B66W1051	$ 24.00	$ 120.00
		b.) Pastel/TBD	DTM Acrylic Gloss B66W1051	$ 24.00	$ 120.00
		c.) Mid Tint/TBD	DTM Acrylic Gloss B66W1051	$ 24.00	$ 120.00
		d.) Deep /TBD	DTM Acrylic Gloss B66W1051	$ 24.00	$ 120.00
		e.) Ultra Deep/TBD	DTM Acrylic Gloss B66W1051	$ 24.00	$ 120.00
5	Interior Acrylic Latex-Low Odor	Pastel/White/TBD	Super Int Air Purifying A88W0061	$ 22.00	$ 110.00
6.	Water Based Traffic Paint	a.) White/TBD	Pro Park Traffic Marking White	$ 18.00	$ 90.00
		b.) Yellow/TBD	Pro Park Traffic Marking Yellow	$ 18.00	$ 90.00
		c.) Blue/TBD	Pro Park Traffic Marking Bue	$ 18.00	$ 90.00
7.	Exterior Acrylic Latex Athletic Field Marking Paint	a.) White/TBD	Sher Stripe Field Mark W B2W902	$ 15.00	$ 75.00
		b.) Yellow/TBD	Sher Stripe Field Mark Y B2Y956	$ 15.00	$ 75.00
8.	Acrylic Urethane Gloss Enamel	n/a	Pro Ind WB Urethane B53W01051	$ 36.54	$ 182.70
9.	Satin-Acrylic Interior Finish	Whie/TBD	Super Paint Int Sat A87W1251	$ 21.00	$ 105.00

Category 3 – Sealers/Water Repellant/Anti-Graffiti

Item No.	Description	Color	Brand & Item Number	Unit Price One (1) Gallon	Unit Price Five (5) Gallons
1.	40% Silane Water Repellant (Solvent Based)	Clear/TBD	Loxon 40% Silane LX31T840	$ 28.00	$ 140.00
2.	Siloxane-Based Water Repellant (Water Based)	Clear/TBD	Conflex 7% Siloxane Water Rep CF31T0007	$ 18.00	$ 90.00
3.	40% Silane Water Repellant (Waer Based)	Clear/TBD	H&C SL 40-165-0589	$ 24.00	$ 140.00
4.	Elastomeric (for exterior cracks)	Clear/TBD	Conflex Flexible Waterproofer CF 13W0051	$ 28.00	$ 140.00
5.	Sealer	Clear/TBD	Armour Seal 1K – B54L775	$ 28.00	$ 140.00

Category 4 – Floor/Deck Coatings

Item No.	Description	Color	Brand & Item Number	Unit Price One (1) Gallon	Unit Price Five (5) Gallons
1.	Non-Skid Paint for Decks (Sand)	Gray	H&C Acrladeck 650902323	$ 24.00	$ 120.00
2.	Concrete Stain	Mid Base/TBD	H&C Colortop Stain	$ 20.00	$ 100.00

Category 5 – Additional Items

Percentage (%) discounts (-) or firm net unit cost applies to all additional paint product, sundry items & Equipment type purchases, regardless of manufacturer.

Item No.	Description	Firm Net Percentage Discount (-)
1.	Othe Various Paint Product (not currently identified above)	30 %
2.	Sundry Type Items: (Supplies, Tools, Rollers, Brushes, Roller Covers, Trays, Poles, Knives, Scrapers, Buckets, Paint Remover, etc.)	30 %
3.	Equipment (various equipment needed for completing painting projects)	10 %
4.	Painters Rags, White (10 lb Box)	$ 22.00 per box

Contact Information:

Richard Koster
(352) 258-3332
richard.p.koster@sherwin.com

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: 2025-2026 Maintenance Painters Supply Account

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100 E	8100	5900	9505	49500	

Original Approved Budget	+ / - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 56,000.00	$	$ 41,469.57	$ 14,530.43	$ 14,530.43	$ 0.00

Account Name: 2025-2026 District Wide Various Accounts

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	various	various	various	various	various	

Original Approved Budget	+ / - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$ 55,469.57	$

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: $ 44,371.82
Prior Year Actual Spent: $ 44,371.82

**** 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 # 39. 26-3356 12/9/2025

Title and Board Action Requested
Approve the piggyback of the Kissimmee Utility Authority (KUA), RFP No. 21-040-VS: Banking Services, awarded to Regions Bank and approve the piggyback agreement with Regions Bank for the District Visa Card Program for an estimated $70,000.00 in Visa Card rebates.

Executive Summary
The Director of Purchasing and Warehousing, on behalf of the Superintendent of Schools, hereby requests the Board approve the piggyback of the Kissimmee Utility Authority (KUA), RFP No. 21-040-VS: Banking Services, awarded to Regions Bank and approve the piggyback agreement with Regions Bank for the District Visa Card Program. Under this agreement, Regions Bank will continue to provide all credit card services for the District's Purchasing Card Program. There are no fees associated with this program. Regions Bank provides a "Revenue Share" program based on the total annual spending by the District. It is estimated that rebates could reach $70,000.00 annually.

HCSB Bid No. 26-946-26 PB has been assigned for internal tracking purposes.

My Contact
Christopher Reckner
Director of Purchasing & Warehousing
(352) 797-7060

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: December 9, 2025

Bid No. 26-946-26 PB

Bid Title: Banking Services

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole/Single Source	☐Re-Award (Partial/Whole)
☐Contract Termination	☐Amendments to Contract	☐Extension of Contract	☐Emergency
☐Reversed Auction	☒Piggyback: Governmental Agency	☐Responsive/Responsible Bidders	

Bid Contract Period: 01/01/2026 through 10/05/2026 ☐ 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: Piggyback the Kissimmee Utility Authority (KUA), RFP No. 21-040-CV: Banking Services, awarded to Regions Bank for the administration of the District's Visa Card Program, offering a revenue share rebate program. HCSB Bid No. 26-946-26 PB 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:**

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Recommended award: Regions Bank

T/C CODE: 2626

ADDENDUM TO SERVICE AND DEPOSIT AGREEMENTS FOR GOVERNMENT OR PUBLIC ENTITY CUSTOMERS

This Addendum to Service and Deposit Agreements for Government or Public Entity Customers ("Addendum") supplements and modifies the terms of the Master Agreement for Treasury Management Services (including any Customer Profile, Service Schedules, or other service terms) ("Master Agreement"), Deposit Agreement ("Deposit Agreement"), and/or Wire Transfer of Funds Agreement ("Wire Agreement"), as applicable, between the government or public entity customer identified on the signature page below ("Customer" or "you") and Regions Bank ("Bank", "we" or "us"). Master Agreement, Deposit Agreement, and Wire Agreement may collectively be referred to herein as the "Bank Agreements." Capitalized terms used but not defined in this Addendum shall have the meanings given in the Bank Agreements, as applicable. In the event of a conflict between the terms of this Addendum and the Bank Agreements, the terms of this Addendum shall control.

1. Fees and Payment. If the parties have agreed upon pricing for the Services pursuant to a separate pricing schedule or exhibit ("Negotiated Pricing"), the Negotiated Pricing shall control over Bank's standard fee schedules or Service Schedules. Fees and charges shall be collected as described in the Negotiated Pricing or as otherwise agreed by Bank and Customer.

2. Confidentiality. Customer acknowledges that public disclosure of Bank's Confidential Information, including but not limited to the Bank Agreements, Negotiated Pricing, or any bid submitted by Bank in response to a request for proposal, may put Bank at a competitive disadvantage or otherwise harm Bank's business. To the extent that information or records related to the Services or the Bank Agreements are required to be made available to the public under an open records law applicable to Customer, Customer agrees to limit disclosure of any such information or records that are Confidential Information to the maximum extent permitted by applicable law or the order of any court or governmental authority of competent jurisdiction. For the avoidance of doubt, Customer's disclosure of Confidential Information to the extent required pursuant to an open records law shall not be deemed a breach of Customer's confidentiality obligations under the Bank Agreements.

3. Indemnification. Customer's indemnification obligations under the Bank Agreements shall be limited to the extent required by applicable law based on Customer's status as a government or public entity, and nothing therein shall be deemed to waive or abrogate any defenses or immunities available to Customer under applicable state or local law.

4. Amendments. Bank's rights to amend the Bank Agreements are hereby modified such that Bank agrees that any amendments or modifications to the Bank Agreements, that are inconsistent with the Governing Law set forth in this Addendum shall not be applicable as to Customer. This Addendum, and the Governing Law set forth herein, shall apply to any such modified or amended Bank Agreements. Any modifications or amendments to the terms of this Addendum or to any Negotiated Pricing shall be in a writing signed by both Customer and Bank.

5. Assignment. Bank's right to assign the Bank Agreements or any of its right or obligations thereunder shall be limited to an assignment to its parent company or affiliate or an assignment in connection with a merger, consolidation, acquisition, or sale of all or substantially all of Bank's assets or stocks or a line of Bank's business related to the Services. Bank agrees to provide written

notice to Customer in the event of any such assignment and Customer retains the right to terminate the Bank Agreements or any Services thereunder, if Customer objects to the assignment.

6. Arbitration. The arbitration provisions under the Bank Agreements shall be deleted in their entirety.

7. Attorneys Fees; Collection Costs. Any provisions of the Bank Agreements requiring Customer to pay Bank any attorney fees and/or collection costs are only enforceable to the extent permitted pursuant to applicable governing law.

8. Governing Law, Venue. The governing law provision of the Bank Agreements shall be amended to provide that the laws of the state where Customer is located will govern, and the exclusive venue for any legal action or proceeding arising out of or in connection with the Bank Agreements and the Services and transactions thereunder will be any court of proper jurisdiction located in such state.

9. Government Entity. Bank recognizes and acknowledges that Customer is entering the Master Agreement, Deposit Agreement, and/or Wire Agreement as a government agency, political subdivision, municipal corporation, school district, or other governmental or public entity, and as such, any of the Bank Agreements executed by Customer are enforceable against Customer only to the fullest extent permitted pursuant to applicable governing law, including the opinions of the attorney general of the state where Customer is located.

[SIGNATURE PAGE FOLLOWS]

The parties have caused this Addendum to be executed by their duly authorized representatives as of the date set forth below.

EFFECTIVE DATE: _____

REGIONS BANK	**CUSTOMER:** _____
By: Laura Moose	By: _____
Print name: Laura Moose	Print name: _____
Print title: Vice President	Print title: _____

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
4:04 pm, 11/05/2025

Internal Use

ATTACHMENT "A" PIGGYBACK AGREEMENT
BETWEEN
THE HERNANDO COUNTY SCHOOL BOARD AND
REGIONS BANK

THIS AGREEMENT is made by and between The Hernando County School Board, Florida (hereinafter "HCSB"), a political subdivision of the State of Florida, located at 919 North Broad Street, Brooksville, FL 34601, and Regions Bank. hereinafter "CONTRACTOR"), located at 1900 Fifth Avenue North, Birmingham, Alabama 35203.

WITNESSETH:

WHEREAS, Kissimmee Utility Authority issued a Request for Proposal ("RFP") 21-040-CV Banking Services requesting proposals to provide banking services;

WHEREAS, CONTRACTOR submitted a proposal in response to the RFP which resulted in an agreement between Kissimmee Utility Authority and CONTRACTOR for said banking services, incorporating the proposal submitted in response to the RFP;

WHEREAS, HCSB has determined that it is in its best interest to make a cooperative piggy-back purchase, utilizing said agreement between Kissimmee Utility Authority and CONTRACTOR, effective October 6, 2021 through October 5, 2026, attached hereto as Exhibit "A" and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT;" and,

WHEREAS, CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services;

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

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties hereto agree as follows:

1. Term. The term of this Agreement shall be from the date of execution by the last party through October 5, 2026.

2. Products, Pricing and Payment. CONTRACTOR will provide products and pricing as specified in Exhibit "A" attached hereto and made a binding part hereof. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board shall be governed by the provisions of Chapter 218, Florida Statutes.

3. Contract Provisions. The parties hereto agree to be bound by all of the terms and conditions of the COOPERATIVE CONTRACT unless otherwise modified or specified herein. Any conflict between the terms of this Attachment "A" and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Attachment "A."

4. Notice. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to HCSB and CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to HCSB and CONTRACTOR shall be in writing and given by way of the mailing address, shall constitute sufficient notice to HCSB and CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to HCSB and CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

HCSB: Hernando County School Board, Florida
Attention: Purchasing Department
850 Mobley Road
Brooksville, Florida 34601

Regions Bank: Commercial Client Services
250 Riverchase Parkway East
Birmingham, Alabama 35244

5. Indemnity. 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 by the negligent, reckless or intentional acts of the Indemnifying Party.

To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in section 768.28(5), Florida Statutes. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28 (9), Florida Statutes. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or

(b) the amounts identified as statutory limits pursuant to section 768.28, Florida Statutes. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

6. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Attachment "A".

7. Jessica Lunford Act. 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.

8. Fund Availability. 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.

9. 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.

10. Applicable Law, Venue, Jury Trial. The Agreement and this Attachment "A" 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. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

11. 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.

12. 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.

13. Force Majeure. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and

expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

19. 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 Attachment "A". 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.

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

21. 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.

22. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Regions Bank:

Laura Moose
Printed Name: Laura Moose
Title: Vice President
Date: November 7, 2025

Hernando County School Board:

_____
Printed Name: _____
Title: _____
Date: _____

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
10:24 am, 10/30/2025

REGIONS

Client Name: Hernando County Schools
Effective Date: January 1, 2026

Exhibit IV Revenue Share

Cycle Period				30			
Grace Period				15			
				Standard	Level III	Large Ticket	Negotiated
Tier	Min Monthly Vol		Max Monthly Vol	In Basis Points	In Basis Points	In Basis Points	In Basis Points
A	$	0.01	$ 416,667.00	200	115	80	50
B	$	416,667.01	$ 833,333.33	205	115	80	50
C	$	833,333.34	$ +	210	115	80	50
D	$		$				
E	$		$				
F	$		$				
G	$		$				
H	$		$				

1. **Calculation**
   - Any transactions that have been defined by Visa as Negotiated Large Ticket (or VPP Large Ticket) transactions will be assigned a Fee Program Indicator of "VLT" All VLT transactions are exempted from revenue share eligibility.
   - All purchases, irrespective of Visa classification or the rates at which they earn basis points of revenue share, are included in the "Net Volume" Calculation used to determine qualifying basis points of Standard revenue share.
   - For revenue share calculations, "Standard" category includes transactions classified by Visa as:
     Standard, Level II, and Levo
   - For revenue share calculations, "Non-Standard" category includes transactions classified by Visa as:
     Large Ticket and Negotiated

2. **Definitions**
   - "Large Ticket Purchases" refer to transactions processed at a reduced interchange rate because the merchant participates in a special program operated by Visa, wherein participating merchants pay to process certain larger transactions with enhanced data elements at discounted rates.
   - "Level II Purchases" refer to transactions processed for merchants at reduced interchange rates because the data transmission contains enhanced data elements as determined by Visa.
   - "Level III Purchases" refer to transactions processed for merchants at reduced interchange rates because the data transmission contains enhanced data elements as determined by Visa.
   - "Net Volume" means the total US dollar amount of purchases on the Commercial Card account, less any credits for returns or other adjustments.

- "Standard Purchases" refer to transactions for which certain standard data elements, including but not limited to total purchase amount, date of purchase, merchant category code, merchant name, city/state, debit/credit indicator, date on which the charge/credit was processed, processing/transaction reference number, and other items as determined by Visa are included in the data transmission.
- "Visa Preferred Partner Purchases" refer to transactions processed for merchants that qualify for a reduced interchange rate because the merchant participates in a special program operated by Visa, wherein participating merchants negotiate the amount they pay for processing certain transactions.

Any capitalized terms not specifically defined herein shall have the meaning as set forth in the Commercial Card Agreement.

3. Visa rules and individual merchants, not the Bank, determine whether each transaction will be classified as Standard, Level II, Level III, Negotiated/Visa Preferred Partner (VPP), or Large Ticket. Visa rules may change from time to time.

4. No revenue share will be paid to the Customer on purchases for which the Bank earns interchange revenue at a discounted rate due to merchant participation in the Visa Preferred Partner Program (VPP). Large Ticket purchases, Level III purchases, and VPP purchases earn revenue sharing at different basis point rates than Standard purchases but are included in the quarterly Net Volume calculation used to determine the volume tier and basis point rate applicable to Standard Purchases.

5. Cash advances are neither eligible for revenue sharing nor included in the Net Volume used to determine the Standard revenue sharing rate used to calculate revenue sharing amount.

6. Any revenue sharing earned by Company for purchases made on its Commercial Cards during a given year will be paid no later than March of the following year. The Company's Commercial Card account must be open, active, and in good standing at the time of payment to be eligible for this revenue; in addition, the Bank reserves the right not to pay the Company if Net Volume in the year for which revenue share was earned does not equal at least 50%of the Net Volume accumulated by the same Customer for the prior calendar year. For purposes of clarification, the Net Volume requirement to receive revenue share will begin as a qualification requirement for the first full calendar year of the program.

7. The Bank offers revenue sharing based on anticipated compensation to be provided from Visa and reserves the right to change the amounts provided in this schedule without notice to Company if compensation from Visa changes.

8. The terms of this Schedule are expressly incorporate into the Commercial Card Agreement as if fully setout therin and thus are subject to change by the Bank as provided in the Commercial Card Agreement.

Signature: _____
Company

Signature: Laura Moose
Regions Bank

Date: _____

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
1:15 pm, 10/30/2025

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: General Fund

Account Name: Estimated Rebate Revenue Earnings

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
1100	3495	0000	9215	47700	

Amount $ $70,000.00

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ⓧ * Revenue generating contract. No spending to report.

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 40. 26-3380 12/9/2025

Title and Board Action Requested

Approve contract services with Caissa K12, a student recruitment campaign initiative for the period of one (1) year and authorize the performance-based fee of $935 per qualifying student.

Executive Summary

On behalf of the Superintendent of Schools, the Executive Director of Student Support Programs respectfully requests Board approval to contract with Caissa K12, a nationally recognized student recruitment and retention organization, to support efforts to increase enrollment in the Hernando County School District.

Scope of Services

Caissa K12 will focus on recruiting students in grades 1 through 8 who are currently enrolled in homeschool, private, charter, or other alternative educational settings. Using targeted outreach lists, Caissa K12 will implement customized strategies to re-engage families and encourage enrollment in our public schools. All branding, communications, and outreach activities will be submitted to the District for approval prior to distribution.

Compensation Model

The District will pay Caissa K12 a one-time performance-based fee of $935 per student, only after the student is:

· Successfully enrolled in the District;
· Counted in at least one official state reporting survey; and
· Documented in Caissa K12's outreach dashboard.

Caissa K12 has waived the standard $24,800 setup fee, resulting in no upfront costs for the District. There is no financial impact to the district. When a student meets the above enrollment criteria we will receive state FTE funding for that student less $935.

Data Security

Caissa K12 has signed the District's required Data Security Agreement, ensuring compliance with all data protection standards.

Comparable Services

Our department researched two other education service providers and compared them to Caissa K12 and found that Caissa K12specializes exclusively in student recruitment and retention and offers comprehensive recruitment strategies tailored to public education. Caissa K12 is currently working with several districts in Florida as well as many districts throughout the country.

Vertex Education provides a broad range of operational support services including HR, IT, and food services and primarily serves charter and private schools.

SchoolMint offers a technology-driven platform for school choice, enrollment, and behavior management and primarily supports charter schools and districts with tools for registration and marketing. Hernando County currently uses SchoolMint for our school choice/lottery application platform. Their recruitment services are part of a broader suite, not as specialized as Caissa K12 and not available to purchase separately. In order to purchase their recruitment service we would
have to purchase their entire enrollment package which is not necessary since we use Skyward as our student enrollment/information system.

My Contact

Lisa Cropley
Executive Director of Student Support Programs
352-797-7000, ext. 70455

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

The cost of this agenda item is unknown and will be based on per student recruitment and retention. See the attached budget sheet. The cost for the previous year was $0.

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

Hernando School District

STUDENT RECRUITMENT CAMPAIGN

Phase 2 Launch & Full Cycle Continuation

Proposal

Caissa K12

www.caissak12.com

Contact Info:
Adrian Bond
Caissa K12, President
901-210-8796
Adrian@caissaps.com

Caissa K12

Updated as of September 17, 2025

Lisa Cropley
Executive Director of Student Support Programs
Hernando School District
919 North Broad Street
Brooksville, FL 34601

Dear Director Cropley,

Thank you for your time and consideration. We are eager to explore the opportunity of partnering with Hernando School District to drive enrollment growth and stabilization using success-based strategies tailored to your district's unique strengths. We recognize and deeply value the commitment that you and your team make to providing exceptional opportunities for students in traditional public schools. Our goal is to elevate the many benefits your district brings to families in the community.

A well-executed, sustainable No Show Campaign can deliver multiple benefits, including:

- Increased resources for the district
- Boosted employee engagement, morale, and retention
- Enhanced return on taxpayer investment
- Strengthened family engagement and community loyalty
- Attraction of new business partnerships and relationships
- Internal recognition for the hard work and dedication of your team

We work exclusively with public schools to increase and stabilize student attendance, and we are excited about the potential of collaborating with you to boost enrollment. We provide customized proposals designed to meet your district's specific needs and objectives, and we hope this is the beginning of a strong, productive partnership.

Please feel free to reach out with any questions or if you'd like to discuss adjustments to the proposal. We look forward to the opportunity to work with you.

Sincerely,

Adrian Bond
President Caissa K12
901.210.8796
adrian@caissaps.com

CAISSA K12 STUDENT RECRUITMENT CAMPAIGN

CAMPAIGN GOALS

The primary objective of the Student Recruitment Campaign is to stabilize student enrollment, which will, in turn, stabilize the district's budget by locating students who have registered to attend your district but have not shown up in the first few days of school, along with students who have bypassed your district feeder pattern altogether. This aspect is essential for ensuring the district's long-term sustainability and maintaining the ability to provide high-quality education and resources to all students. The specific target enrollment numbers and financial details are detailed in the *Key Features and Pricing* section.

> Additionally, Fields researches district records for those students who had signaled plans to leave the Little Rock district by requesting the transfer of their electronic records to charters and private schools.
>
> In those cases, CaissaK12, the company hired by the district in early 2024 to help with student recruitment, was notified and tasked with reaching out to the parents to find out their concerns and attempt to resolve them.
>
> Fields said he has confirmed that 135 students have resumed Little Rock district enrollment as a result.
>
> "That is huge for us," Fields said.

Why Choose A Student Recruitment Campaign?

The competition for students has reached unprecedented levels, and your District must leverage its competitive advantages to secure families and stabilize student enrollment. Caissa K12 is here to help do that. Families are continuously evaluating educational options for their children, which makes even the students who have registered to attend the District at risk. By partnering with Caissa K12, the District will adopt a proactive approach to locate students and make sure they attend for a specific period of time. This strategy ensures your District remains competitive and successfully stabilizes enrollment.

"Great customer service and branding begins within. And with Caissa K12's external communications assistance, my team was able to dedicate more efforts toward our internal audience."

Dianne Foletto - Associate Director, Marketing & Strategic Communications, Round Rock ISD

"We are so thankful for our interaction with the staff. My child felt wanted by the district. He is excited again about starting middle school, and that's how we know we made the right choice not to transfer!"

C. Longwood, District Parent

Caissa K12

PERFORMANCE-BASED CONTRACT

We guarantee our results.

Unlike other firms that charge you for activities, we only get paid for actual results. We eliminate the guesswork from your enrollment stabilization efforts by tracking students by name or unique identification number to ensure they not only enroll but also attend and stay through a specific period of time. The key to this "win-win" contract is ensuring we receive credit for the students we successfully locate. Therefore, it is essential that the District uses its best efforts to assist in verifying our efforts students and ensure we receive proper credit for them.

Caissa K12 understands the significant risk and out-of-pocket expenses we incur to locate students. In return, the District agrees to work with us to verify enrolled students who may have data reporting issues, such as misspellings or other common data entry errors. Caissa K12 will give 2 guest logins to Hernando County School District so that the district can see the progress of the student recruitment campaign in "real time. The access will be in"view only" mode. Although the district will have access to Hubspot, Caissa K12 will start to provide a list of students who wish to return on a secure FTP portal on the 15th and 30th of each month. The district will provide an update on the 15th and 30th of those students who have successfully registered to attend, or those who still need additional assistance in order to fulfill the registration requirement

We do the work for your District and offer personalized service that goes beyond just another application or dashboard. Our strategic team delivers more than just a plan—we implement a diverse range of tools to showcase your District's strengths and get students back into your classrooms. In partnership with your internal team, we verify the results and work hand-in-hand, on the ground, to recruit students.

Student Recruitment Goals:

- If there is no cap on the Student Recruitment Campaign, Caissa K12 will locate students based on the no-show, withdrawal lists provided by the district, in addition to those students that are on the external bought list of school-aged families in the area.

Tracking Results and Student Identification Numbers

We track our results using each student's unique student identifier number that the district provides to Caissa K12. If a student does not yet have an assigned identifier at the time of enrollment, the District will update the records and provide the number when it becomes available.

Providing these identifier numbers allows both the District and Caissa K12 to efficiently and accurately reconcile the contract at the start of the school year. This process is critical, as many students may share the same name or use nicknames, making it essential to have a precise method of identifying the students recruited.

Alternative Tracking if No Student ID Numbers Provided

If the District is unable to provide Student ID numbers, we will track students using first and last names

and their grade level. We understand that misspellings of names or minor data entry errors may occur, which is why we request Student ID numbers for accuracy. However, even in cases where names may be misspelled, Caissa K12 will still receive credit for the students we located, as long as the names and grade levels correspond to the students enrolled.

PROGRAM SETUP

The program setup typically takes two (2) to three (3) weeks. During this phase, we collaborate with the District to identify key enrollment targets and develop effective outreach strategies and messaging. The primary tasks completed during this setup phase include:

- Workflow approvals
- Messaging approvals
- Identification of primary challenges or barriers to enrolling
- District reporting setup
- Approval of marketing materials
- Review of the re-enrollment process (if applicable)
- Community and district research
- Development of tracking methods and reporting processes
- Establishment of a District communications plan

To ensure a smooth and efficient setup process, the District will be responsible for providing timely feedback and approvals on all workflows, messaging, and materials. We ask that any necessary edits be communicated within five (5) business days of receipt. If no edits are provided within this timeframe, we will assume the materials are approved and proceed accordingly. This helps us maintain the project timeline and ensure that the campaign launches as scheduled.

Utilizing Advanced Technology for Student Data Enhancement

By leveraging state-of-the-art data enhancement technologies, our approach ensures that student information is accurate, comprehensive, and ready for effective outreach efforts. This commitment to utilizing the latest in data processing and enrichment helps districts maintain strong communication channels and engagement with their student communities. With district approval and in full compliance with all privacy regulations, our methods provide a robust foundation for effective and secure communication strategies.

Data Enhancement and Verification Pricing

Our data enhancement and verification services, utilizing proprietary software, are included as part of the guaranteed pricing outlined below. This limited verification ensures accurate and comprehensive data updates that support our effective outreach efforts. For our internal use, we retain the enhanced and verified data to continually improve the quality of our outreach.

However, for more comprehensive services — such as data mining, predictive analytics, and access to enriched contact information for all students — there will be an additional charge. If the district

wishes to receive fully updated and enhanced data for all students for their use, this will incur extra costs based on the number of students and the timing of the updates.

1. Data Enhancement and Verification

- **Proprietary Software Solutions:** Our process begins by utilizing proprietary software that integrates various public records and verified data sources to locate and confirm current contact information for students and their families. This ensures that outdated or incomplete data is updated with the most accurate information available.
- **Real-Time Data Validation:** The software cross-references information against authoritative databases to verify the accuracy of email addresses, phone numbers, and physical addresses. This step reduces the risk of communication failures due to incorrect contact details.

2. Data Mining and Machine Learning - *With District Approval and Privacy Compliance*

- **Machine Learning Algorithms:** We employ machine learning algorithms capable of scanning large datasets to match and enhance existing student data. This technology identifies patterns and correlations within the data that reveal updated contact information while maintaining compliance with privacy laws.
- **Predictive Analytics:** Using predictive analytics, we forecast changes in contact details (e.g., relocations) based on demographic trends and other relevant data points. This proactive approach helps keep data current for future outreach efforts.

3. Data Enrichment Tools - *With District Approval and Privacy Compliance*

- **Third-Party Integrations:** Our system may integrate with reputable data enrichment services that specialize in aggregating updated contact details, social media profiles, and public information to provide a well-rounded view of each student. This adds value by enabling more effective and personalized communication.
- **Automated Data Matching:** Advanced matching algorithms assess current student records against external databases to locate corresponding updated emails, phone numbers, and addresses. This automated process ensures high efficiency and minimizes manual labor.

4. Use of Open Data Sources and APIs - *With District Approval and Privacy Compliance*

- **Public and Commercial Data Sources:** We access open data and commercial APIs that pull from publicly available records, such as postal databases and telecommunications records, to enhance contact information.
- **Geolocation and Mapping Tools:** For address verification and updates, we use geolocation technology that confirms the validity of physical addresses and highlights discrepancies in current records.

5. Data Privacy and Security - see *Safety and Security* section below

- **Compliance with Data Protection Laws:** All data enrichment and enhancement activities are conducted in strict adherence to applicable data privacy regulations, including GDPR and CCPA, to safeguard student information and
- ethical use of data.
- **Encryption and Secure Data Handling:** Our systems employ high-level encryption protocols to protect all data processed during the enhancement phase, maintaining confidentiality and security.

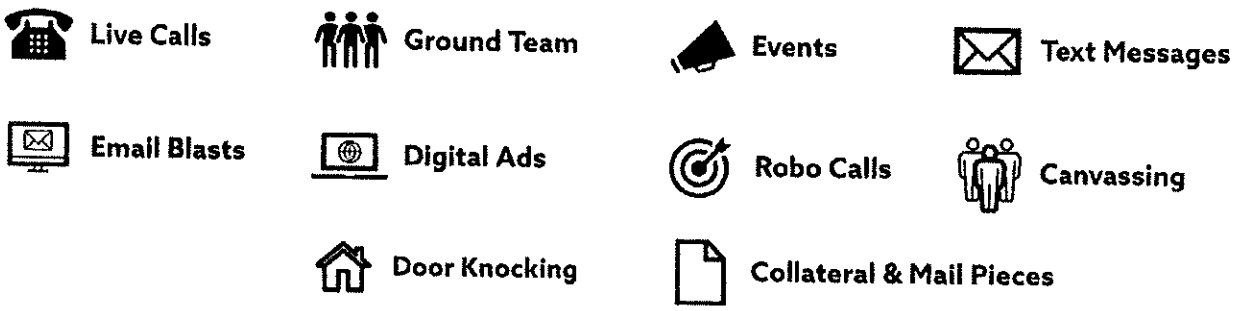
6. AI-Powered Search Engines - *With District Approval and Privacy Compliance*

- **Deep Search Capabilities:** Our proprietary software includes AI-powered search functions that can locate hard-to-find or hidden contact details by crawling digital footprints, like social media accounts and public records.
- **Natural Language Processing (NLP):** NLP tools allow us to analyze textual data for clues that suggest changes in contact information, ensuring comprehensive data updates.

7. Real-Time Updates and Automated Monitoring - *With District Approval and Privacy Compliance*

- **Continuous Monitoring:** Our system is equipped with real-time monitoring capabilities that alert us when a change in contact details is detected, enabling continuous data accuracy and relevancy.
- **Automated Alerts:** Stakeholders can receive automated notifications of updated contact information for proactive outreach planning.
- **Update Schedule:** Typically, information is updated bi-weekly to the District

Recruitment Strategies



Unlike typical marketing or advertising efforts, our campaigns go beyond awareness-building; we focus on tangible results by driving student enrollment. Below, we discuss our 100% performance-based guarantee, which ensures that the District only pays for students who attend your District.

All campaign strategies will be coordinated with your team to ensure that our marketing efforts are cohesive, complementary, and not redundant to the initiatives already in place.

Student Targets Overview

Caissa K12 will focus exclusively on students in grades 1st through eighth. Caissa K12 recruitment efforts will focus on Homeschool, Private, Charter, and any other alternative educational options where a child is not attending the Hernando School District, that are in grades first through eighth. The success of our Student Recruitment Campaign is directly tied to the quality and accuracy of the student target lists. These lists, provided by the District, serve as the foundation for our outreach efforts. By identifying and engaging students from these lists, we can tailor our location strategies to effectively bring them back to the District. Ensuring these lists are comprehensive and up-to-date is essential to maximizing enrollment and achieving the District's goals. Caissa K12 will also buy list of school aged families to engage with and recruit to Hernando School District in addition to the withdrawal list that the district will provide.

Below, we discuss the safety, security, and privacy measures we take to protect all data associated with these lists. For more information, please refer to the Safety and Security section.

District-Provided Student List

For Phase 2, the District agrees to provide data of students who have registered for the upcoming school year but have not shown up within 2-5 days of the first day of school, excluding any students who are currently enrolled and attending at the time of the implementation stage of Phase 2. Caissa K12 will actively recruit from this initial list and receive credit for any students who return as a result of these efforts. This list is required in order to receive the quoted pricing for no show location services.

For Phase 1, the District agrees to provide data of students who have withdrawn from a district school over the last three school years, excluding any students who are currently enrolled and attending at the time of the implementation stage of Phase 1. Caissa K12 will actively recruit from this initial list and receive credit for any students who attend as a result of these efforts. This list is required in order to receive the quoted pricing for recruitment services.

Furthermore, it is crucial that the District carefully reviews these lists to ensure no currently enrolled and attending students are included. If any students on these lists are already attending the District, please notify us prior to the campaign's start. If the District provides no show or withdrawal names and those students enroll and attend during the target year, Caissa K12 will receive credit for their return.

To ensure success, the District agrees to provide us with timely updates on located students, with lists provided on a weekly basis, or other frequencies that works for the district, to allow us to continue engagement with these families and ensure they return to school. In lieu of the district providing

verified lists back within a specific time period, the district can provide Caissa K12 with limited access (view-only) to their PowerSchool or a similar platform to monitor registration status directly for Phase 1and 2.

Outreach and Use of District Branding

The District agrees to grant Caissa K12 permission to use its logos, trademarks, and other associated branding solely for targeted communications and location activities aimed at increasing and or stabilizing student enrollment. This includes, but is not limited to, emails, text messages, digital advertisements, landing pages, and other communication methods. All messaging created by Caissa K12 will be submitted to the District for approval prior to distribution.

SAFETY & SECURITY

Protecting student data is our highest priority throughout the outreach process. Caissa K12 is committed to maintaining the strictest standards of data privacy and security, in full compliance with all relevant state and federal regulations, including the Family Educational Rights and Privacy Act (FERPA) and other applicable privacy laws.

We employ a range of secure, encrypted methods for handling, storing, and transmitting student data. Our systems are designed to safeguard sensitive information, ensuring that only authorized personnel have access to student records. All data is stored in encrypted databases, and any data transfers are done via secure channels to prevent unauthorized access.

Throughout the campaign process, Caissa K12 uses secure systems to track and manage student data. We maintain detailed records to ensure full transparency and accountability while safeguarding the privacy of each student. In the event of any data breach, we have protocols in place for immediate notification and resolution under applicable laws and best practices.

We also collaborate closely with the District to ensure that data privacy policies are strictly adhered to and that all student data is handled in a manner that meets or exceeds the District's privacy standards.

Caissa K12 maintains the following insurance coverages to meet your district requirements:

- Commercial General Liability
- Automobile Liability
- Umbrella Liability
- Workers' Compensation
- Professional Liability
- Cyber Liability

We are able to furnish Certificates of Insurance upon request.

CAMPAIGN TIMELINE

Phase 1 of the Student Recruitment Campaign will begin in November 2025 in preparation for the 2026-2027 school year and run through two weeks after the start of the 2026-2027 school year. Caissa K12 will receive one-page documents from the District outlining school sites, campus locations, and registration processes. The District will provide general information, which Caissa K12 will use to develop a comprehensive communications plan for District approval, along with any additional materials necessary to initiate the student recruitment campaign. On January 5, 2026, the district will provide Caissa K12 with the withdrawal list, Caissa K12 will then begin the Student Engagement campaign, and this will run through the first two weeks of school for the 2026-2027 school year.

Phase 2 (No-Show Campaign) will start on the 7th day of school and run through October 2026 for the 2026-2027 school year.

SAMPLE STUDENT RECRUITMENT CAMPAIGN SCHEDULE

November to March: Ideal Campaign Launch Period
The most effective time to begin a student recruitment campaign is between November and March. Launching during this window allows ample time to build momentum and make meaningful contact with families before the summer break. However, campaigns can begin later, and we are committed to working with your District to develop a schedule that aligns with your specific timing and needs while establishing realistic expectations.

April to May: Direct Contact and Engagement
During this phase, our team focuses heavily on making direct contact with families through various outreach methods, including live calls, events, text messaging, door-to-door outreach, and more. The goal is to engage families early and maintain consistent communication throughout the spring, keeping them informed about the benefits of enrolling in your District.

June to Two Weeks Before School Start: Enrollment Finalization
As the school year approaches, we shift our focus to finalizing enrollments. From June until approximately two weeks before the start of school, our efforts intensify to ensure that all interested families complete the enrollment process. This phase is critical for converting interested families into enrolled students.

Start of School to 2-4 Weeks After the Start of School: Attendance Follow-Up
Following the start of the school year, our team spends 2-4 weeks ensuring that the newly enrolled students not only start school but also maintain attendance. We monitor attendance closely and follow up with families to address any potential issues, helping to secure the District's enrollment goals for the academic year. It is imperative that the District collaborates with us during this time to inform us which students have or have not begun attending school. If the District does not provide us with a list of students we have enrolled who are not attending within the first 10 days of the school year, allowing us to conduct additional outreach, those students will be deemed attending, and Caissa K12 will receive credit for their enrollment. However, if the District notifies us after this period that the students

have not actually started attending, we will not receive credit for those students.

Phase 2 Timeline

Start of School to 2-5 Days After the Start of School: No Show Kick-Off
Following the start of the school year, the District will provide contact data of students who have registered for the upcoming school year but have not shown up within 2-5 days of the first week of school, excluding any students who are currently enrolled and attending at the time of the implementation stage of Phase 2 of the Student Recruitment Campaign. Caissa K12 will maintain continuous communication with the designated district point of contact to report the number of students who have confirmed their intent to attend, as well as to provide insights into the reasons why certain students have not reported for school. Caissa K12 will receive credit for any student listed in the data who enrolls and meets the required attendance threshold.

CAMPAIGN MAINTENANCE

One Week After Campaign Start: Hand-Off and Pricing Process
Approximately one week after the campaign begins, we will initiate the Hand-Off Process, which occurs on a cadence agreed upon with the district. During this process, Caissa K12 will submit a list of students to the District for verification on the agreed-upon frequency.

The District plays a critical role in this partnership by informing Caissa K12 of which families have returned to school. This allows us to assist families in completing their return and ultimately attending school.

If the District does not notify Caissa K12 within a 15-day window, we will assume that the students are not CURRENT students and are enrolled, and Caissa K12 will receive credit for those students in the final count that will be invoiced as if they attended the District. In lieu of the district providing verified lists back within 15 business days, the district can provide Caissa K12 with limited access (view-only) to their PowerSchool or a similar platform to monitor registration status directly for Phases 1 and 2.

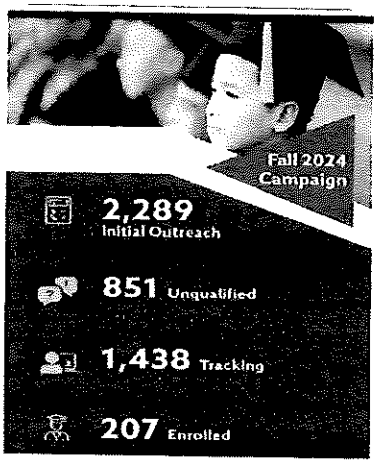
45 Days After the Start of School: Invoicing and Wrap-Up Report
Forty-five (45) days after the start of the school year, all lists of students enrolled and attending should be finalized, based on the parameters outlined above. At this point, Caissa K12 will issue an invoice along with a detailed wrap-up report summarizing the campaign's outcomes for the District.

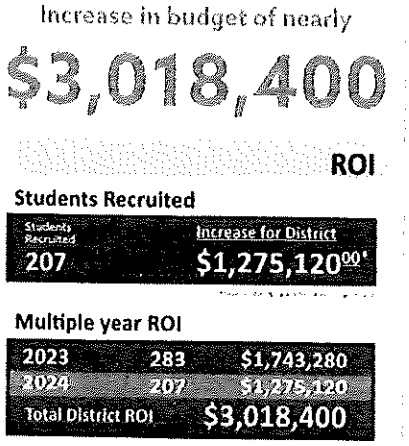
This payment is due within 30 days (Net 30), as more particularly outlined below. Given the 100% risk-free guarantee, the District understands that Caissa K12 has expended significant resources throughout the campaign and should be compensated accordingly within this timeframe.

WRAP UP REPORT

At the completion of the campaign, Caissa K12 will provide a detailed wrap-up report that outlines our efforts in detail. This report can also compile all of the District's efforts into a single comprehensive

document. Additionally, the report will include **Family Response Data**, which Caissa K12 will collect through documented conversations with families. This data will capture opinions, perceptions, and other relevant information regarding why families are choosing specific schools.





Upon request, the raw Family Response Data can be provided in report form for an additional fee, offering valuable insights for the District's future recruitment and retention strategies.

Caissa K12 is also authorized to submit press releases to local and national media outlets, highlighting the innovative work of the District and our collaborative efforts. If the District prefers, sample press releases can be provided, allowing the District to submit them on its own behalf.

ADDITIONAL SERVICES AND EVENTS

Caissa K12 is available to assist with additional services outside this scope, such as participation in community events, workshops, and other activities that support the District's enrollment stabilization efforts. We also offer specialized services, including parent, student, and teacher surveys, as well as secret shopping to gather insights on the District's strengths and areas for improvement. These additional services will be provided at an extra cost, which will be determined in collaboration with the District.

For any additional events, services, or surveys, Caissa K12 and the District will work together to create a detailed task list and establish pricing. To ensure proper planning and execution, the District agrees to provide Caissa K12 with at least thirty (30) days' notice for such requests.

TERMS OF AGREEMENT

The Terms of this Agreement ("Term") will commence upon the execution of the contract and last for one (1) year, due to the specific infrastructure and setup costs associated with running this Student

Recruitment Campaign. Phase 1 recruitment activities will begin in November 2025 and run through the first two weeks of school for the 2026-2027 school year. Phase 2 will start on the 7th day of school and run through October 2026.

Fiscal Year and School Year Considerations
If the District requires a contract extension to cover additional time or funds, it is the District's responsibility to ensure that this extension is executed in a timely manner.

Early Termination Clause: Performance-Based Contract
The District may terminate this Agreement at any time with thirty (30) days' written notice. However, the District acknowledges that Caissa K12 will have invested significant resources toward locating new students and elevating the District's reputation, benefits that are difficult to quantify. Therefore, if the Agreement is terminated before the completion of the agreed-upon no-show campaign Term, the District agrees to the following payment structure:

- **Within the First 30 Days:** The District is liable for the setup fee.
- **31 to 120 Days:** The District is liable for twice the setup fee.
- **After 120 Days:** The District is liable for four times the setup fee, plus payment for any students successfully enrolled by Caissa K12.

Upon early termination, Caissa K12 will provide the District with a list of potentially returned students who are in the pipeline, allowing the District to continue its own location efforts independently if desired.

Dispute Resolution
If a dispute arises regarding the services rendered, invoices, or the list of recruited students, the parties agree to first attempt to resolve the dispute through good-faith negotiation. If the dispute is not resolved within thirty (30) days, either party may request mediation before pursuing legal remedies.

Modification of Services or Fees
If there is a significant change in the scope of services required or unforeseen costs arise, Caissa K12 reserves the right to modify the fees or services, provided that the District is given written notice of such changes at least thirty (30) days in advance. Any modifications must be mutually agreed upon.

Force Majeure
Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, or government actions. In such cases, the affected party shall notify the other as soon as possible, and both parties will work together to find a reasonable solution.

The District confirms that the individual signing this Agreement has the proper authority to sign on behalf of the District.

In the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party.

This Agreement shall be binding upon, and inure to the benefit of, both the District and Caissa K12 and their respective successors and assigns.
This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, and negotiations, whether oral or written.

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Offer Good For Forty-Five (45) Days
Due to the dynamic nature of the education sector, changes in market conditions or other factors beyond our control, it is essential to ensure the relevance and accuracy of this proposal for both parties. As such, this proposal is valid for a period of up to 45 days from the date of initial receipt by the district. After the expiration of these 45 days, Caissa K12 reserves the right to review and, if necessary, revise the Terms, conditions, and pricing outlined in this proposal.

BILLING AND INVOICING

The setup fee is a one-time payment due at the start of the campaign unless waived or deferred as part of the contract Term. Since this is a performance-based contract, Caissa K12 will receive credit for students that Caissa K12 engaged with and recruited to attend. These will either be new students who return to the district or those who are new to the district through Caissa K12 recruitment efforts. All recruited students must be in grades 1st-eighth in order to receive credit. These students had to register, enroll, and stay through the Florida FTE Survey 2 period date in order to receive compensation. Generally, this survey 2 period has fallen in October in recent years. Caissa K12 will submit a final list of recruited students to verify the day after the Survey 2 date.

The district must verify the students within 15 calendar days after the Survey 2 date. All recruited students will be noted in HubSpot, so the district can view contact dates and notes. In the event the district does not verify those students within 15 calendar days, then Caissa K12 assumes all students are verified, and Caissa K12 will receive credit for all students on the final submitted list. If data is delayed after 15 days, the price increases by an additional $175 per student.

Invoices are due and payable within thirty (30) days of receipt. Any outstanding invoices or delays in approving the list of recruited students beyond thirty (30) days from the start of the school year will accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, from the due date until payment is received.

OUR EXPERIENCE

We specialize in tailoring to the needs of public school districts and their students. This expertise allows us to focus on what matters most related to growing and sustaining your student body, in addition to creating and maintaining a collaborative workforce culture. By conducting extensive research, we've successfully worked with districts in small, urban, and large districts. Here is a sampling of the districts we have worked with:



Ca-sa K12

KEY FEATURES & PRICING

Tasks	Percentage of Total No Show Cost
Training Dedicated Care Team - Includes wages, bonuses for team members, and trainers	8%
Team Support Material - Tracking software, GPS trackers, *route mapping, phones, grassroots implementation materials* (call banking list, walking lists, advertising, event materials). Payroll and Wages, including field team leads and staffers, project lead, data recorders, and all associated tax burdens and benefits, where applicable Per Diem Field Team Members (includes travel and meals)	10%-25% 50%-60% 5%-10%
After Action Review and Final Reporting Meetings with the District Leadership	2%
Overhead - Insurance, Risk Management, Background Checks, and On-boarding of Team Members	5%
Profit	10%
Setup Fee and Final Billing Adjustment To ensure compliance with district requirements and to establish active vendor status, a **non-refundable setup fee of $24,800** will be charged upon execution of this agreement. This fee covers the administrative process of obtaining necessary approvals and maintaining active vendor status *within the district.* The setup fee will be **deducted from the final invoice** at the conclusion of the project. Should the agreement be terminated before completion, the setup fee will not be refunded and will serve as compensation for the efforts *undertaken to secure vendor approval and initiate services.*	~~$24,800~~ **Waived if signed by October 30, 2025**
Maximum number of authorized students allowed to recruit	no cap
TOTAL PER STUDENT PRICE:	$935.00

ADDITIONAL SERVICES

Data Enhancement and Verification Pricing	Prices start at $0.10 per contact, varying by service type, student count, and update frequency
Detailed Analysis and Presentation of Campaign Findings	This presentation, delivered in-person or virtually, provides key insights, benchmarking, and strategic recommendations to enhance school performance, engagement, and retention through data-driven evaluation, customer experience assessment, and *actionable improvement strategies*, with an opportunity for Q&A and discussion. Please contact us for pricing details
Parent Engagement Survey	This survey provides insights into family expectations, preferences, and perceptions, helping the district align with parent needs, improve communication, and enhance marketing and retention strategies. Please contact us for pricing details
Secret Shopper	Secret Shopping evaluates customer experience in your schools and competitors, providing detailed assessments of key factors affecting student recruitment and retention. Please contact us for pricing details
Strategic Communications	Caissa K12 reviews district outreach, analyzing communication effectiveness and identifying gaps to ensure clear, consistent messaging that reaches all families, especially underserved communities. Please contact us for pricing details
Customer Service Training	This training series helps develop public school professionals into communications experts by developing your team's soft skills in conflict de-escalation and customer service. Please contact us for pricing details

Caissa K12

Authorization of Scope of Work and Binding Agreement

This scope of work is made and entered as of September 17, 2025, by and between Caissa K12, a Tennessee Limited Liability Company with offices at 5100 Poplar Avenue, Suite 1720, Memphis, TN 38137, and Hernando School District. Caissa K12 shall provide the services set forth in the attached scope of work. In witness whereof, the parties have caused this scope of work to be duly executed and delivered as of the day and year first written above.

Caissa K12

By: _____
Signature:
Authorized Personnel & Title:
Adrian Bond, President, Caissa K12
Date: 10/1/25

Hernando School District

By: _____
Signature:
Authorized Personnel & Title:

Date: _____

By: _____
Board Chair
Date: _____

Approved as to Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
2:52 pm, 12/01/2025

Caissa Caissa K12

September 30, 2025

Teresa Badiukiewicz
Hernando Schools
919 North Broad Street
Brooksville, FL 34601

Dear Ms. Badiukiewicz

Please find attached the completed DSA agreement for execution on the District side. In accordance with Section 5.3 and based on discussions with the DSA provider David Sallay (4 Access 4 Learning Community) please see enclosed:

- Hubspot Security Overview
- Hubspot 2025 SOC 3 Type 2 Security Report
- Hubspot Compliance FAQs
- FTP Server Security Diagram
- Cyber Security Coverage

These documents address all security parameters required by the District. Additionally, we have completed the data sharing forms to identify the data that will be stored in both HubSpot and our secure FTP server as requested by the DSA requirements.

Please let us know if you have any questions or need additional information. I can be reached at paige@caissaps.com or at 901.832.5687.

Sincerely,

Paige Walkup, Partner, President

Caissa Public Strategy

STANDARD STUDENT DATA PRIVACY AGREEMENT

(Florida National Data Privacy Agreement (NDPA) Standard VERSION 2)

Hernando County School Board

And

Caissa Public Strategy dba Caissa K12 (Caissa K12)

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

© Access 4 Learning (A4L) Community. All Rights Reserved.

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

[Caissa Public Strategy dba Caissa K12 (Caissa K12)],

located at [5100 Poplar Avenue, Suite 1720, Memphis, TN 38137] (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.

© Access 4 Learning (A4L) Community. All Rights Reserved.

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: Paige Walkup Title: President

Address: 5100 Poplar Avenue Suite 1720 Memphis, TN 38137

Phone: 901.522.1030 Email: paige@caissaps.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: [Caissa Public Strategy dba Caissa K12 (Caissa K12)]

Signed By: Date: 09.30.2025

Printed Name: Paige Walkup Title/Position: President

Each Party is responsible to promptly notify the other Party of changes to the notice information.

Notices to Provider

[Caissa Public Strategy dba Caissa K12 (Caissa K12)]
[Student Recruitment and Communications]
[5100 Poplar Avenue, Suite 1720 Memphis, TN 38137]
[paige@caissaps.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]
[Provider Legal Counsel Postal Address]
[Provider Legal Counsel Email Address]

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)

[Paige Walkup and Jackson Conners]
[President and IT Director]
[5100 Poplar Avenue, Suite 1720 Memphis, TN 38137]
[paige@caissaps.com jackson@caissaps.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]

© Access 4 Learning (A4L) Community. All Rights Reserved.

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.

© Access 4 Learning (A4L) Community. All Rights Reserved.

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

© Access 4 Learning (A4L) Community. All Rights Reserved.

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.

© Access 4 Learning (A4L) Community. All Rights Reserved.

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.

© Access 4 Learning (A4L) Community. All Rights Reserved.

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.

© Access 4 Learning (A4L) Community. All Rights Reserved.

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:

© Access 4 Learning (A4L) Community. All Rights Reserved.

(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.

© Access 4 Learning (A4L) Community. All Rights Reserved.

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

© Access 4 Learning (A4L) Community. All Rights Reserved.

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.

© Access 4 Learning (A4L) Community. All Rights Reserved.

EXHIBIT A: PRODUCTS AND SERVICES

This DPA covers access to and use of [Caissa Public Strategy dba Caissa K12 (Caissa K12)]'s existing Services that collect, process, or transmit Student Data, as identified below:

Student recruitment and communications services as specified in board approved scope of services.

© Access 4 Learning (A4L) Community. All Rights Reserved.

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	HUB SPOT	FTP Server	Enter product(s) name	Enter product(s) name	Enter product(s) name	Enter product(s) name	Enter product(s) name
Application Technology MetaData							
IP Addresses of users, use of cookies, etc.	N/A	N/A					
Other application technology metadata	N/A	N/A					
If 'Other' checked, please specify below checked box:	N/A	N/A					
Application Use Statistics							
Meta data on user interaction with application	N/A	N/A					
Assessment							
Standardized test scores	N/A	N/A					
Observation data	N/A	N/A					
Voice recordings	N/A	N/A					
Other assessment data	N/A	N/A					
If 'Other' checked, please specify below checked box:	N/A	N/A					
Attendance							
Student school (daily) attendance data	N/A	N/A					

© Access 4 Learning (A4L) Community. All Rights Reserved.

Category of Data / Data Elements	HUB SPOT	FTP Server	Enter product(s) name	Enter product(s) name	Enter product(s) name	Enter product(s) name	Enter product(s) name
Student class attendance data	N/A	N/A					
Communication							
Online communication captured (emails, blog entries)	N/A	N/A					
Conduct							
Conduct or behavioral data	N/A	N/A					
Demographics							
Data of birth	Required	Required					
Place of birth	N/A	N/A					
Gender	N/A	N/A					
Ethnicity or race	N/A	N/A					
Language information (native, or primary language spoken by student)	Optional	Optional					
Other demographic information	N/A	N/A					
If 'Other' checked, please specify below checked box:							
Enrollment							
Student school enrollment	Required	Required					
Student grade level	Required	Required					
Homeroom	N/A	N/A					
Guidance counselor	N/A	N/A					
Specific curriculum programs	N/A	N/A					
Year of graduation	Required	Required					

© Access 4 Learning (A4L) Community. All Rights Reserved.

Category of Data / Data Elements	HUB SPOT	FTP Server	Enter product(s) name	Enter product(s) name	Enter product(s) name	Enter product(s) name	Enter product(s) name
Other enrollment information	Required	Required					
If 'Other' checked, please specify below checked box:	Last known school attended	Last known school attended					
Parent/Guardian Contact Information							
Address	Required	Required					
Email	Required	Required					
Phone	Required	Required					
Parent/Guardian ID							
Parent ID number (created to link parents to students)	Required	Required					
Parent/Guardian Name							
First and/or last	Required	Required					
Schedule							
Student scheduled courses	N/A	N/A					
Teacher names	N/A	N/A					
Special Indicator							
English language learner information	N/A	N/A					
Low-income status	N/A	N/A					
Medical alerts/health data	N/A	N/A					
Student disability information	N/A	N/A					
Specialized education Services (IEP or 504)	N/A	N/A					
Living situations (homeless/foster care)	N/A	N/A					
Other indicator information	N/A	N/A					

© Access 4 Learning (A4L) Community. All Rights Reserved.

Category of Data / Data Elements	HUB SPOT	FTP Server	Enter product(s) name	Enter product(s) name	Enter product(s) name	Enter product(s) name	Enter product(s) name
If 'Other' checked, please specify below checked box:							
Student Contact Information							
Address		Required					
Email	Required	Required		Required	Required		
Phone	Required	Required		Required	Required		
Student Identifiers							
Local (school district) ID number	Required	Required					
State ID number	Required	Required					
Provider/app assigned student ID number	N/A	N/A					
Student app username	N/A	N/A					
Student app passwords	N/A	N/A					
Student Name							
First and/or last	Required	Required					
Student In App Performance							
Program/application performance (e.g. typing program – student types 60 wpm, reading program – student reads below grade level)	N/A	N/A					
Student Program Membership							
Academic or extracurricular activities a student may belong to or participate in	N/A	N/A					

© Access 4 Learning (A4L) Community. All Rights Reserved.

Student Survey Responses							
Student responses to surveys or questionnaires	N/A	N/A					
Student Work							
Student generated content; writing, pictures, etc.	N/A	N/A					
Other student work data	N/A	N/A					
If 'Other' checked, please specify below checked box:	N/A	N/A		N/A		N/A	N/A
Transcript							
Student course grades	N/A	N/A					
Student course data	N/A	N/A					
Student course grades/performance scores	N/A	N/A					
Other transcript data	N/A	N/A					
If 'Other' checked, please specify below checked box:							
Transportation							
Student bus assignment	N/A	N/A					
Student pick up and/or drop off location	N/A	N/A					
Student bus card ID number	N/A	N/A					
Other transportation data	N/A	N/A					

© Access 4 Learning (A4L) Community. All Rights Reserved.

If 'Other' checked, please specify below checked box:							
Other							
Other data collected	N/A	N/A					
If 'Other' checked, please list each additional data element used, stored, or collected by your application below checked box:							
None							
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:

No data is stored outside the US.

© Access 4 Learning (A4L) Community. All Rights Reserved.

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

© Access 4 Learning (A4L) Community. All Rights Reserved.

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.

© Access 4 Learning (A4L) Community. All Rights Reserved.

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 of 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

© *Access 4 Learning (A4L) Community. All Rights Reserved.*

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.

Subscribing LEAs shall send the signed Exhibit "E" to Provider at the following email address: _____

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: [Caissa Public Strategy dba Caissa K12 (Caissa K12)]

Signed By: _____ Date: 09.30.2025

Printed Name: Paige Walkup Title/Position: President

© *Access 4 Learning (A4L) Community. All Rights Reserved.*

Exhibit "E" (continued)

Originating LEA: Hernando County School Board
Resource Names:
Provider Name: Caissa Public Strategy dba Caissa K12 (Caissa K12)

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: Insert Name of 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

[LEA Security Name]
[LEA Security Role]
[LEA Security Postal Address]
[LEA Security Email Address]

[LEA Name]
[LEA Role]
[919 N. Broad Street, Brooksville, FL 34601]
[LEA Email Address]

With a copy to (if provided):

LEA Legal Counsel]
LEA Legal Counsel Postal Address]
LEA Legal Email Address]

© Access 4 Learning (A4L) Community. All Rights Reserved.

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 - https://sdpc.a4l.org/gess/
	NIST Cybersecurity Framework (CSF)
	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:

Addendum 5.3 – Hernando DSA
In accordance with Section 5.3 and based on discussion with the DSA provider David Sallay (4 Access 4 Learning Community) on 09.30.25 please see enclosed:

- Hubspot Security Overview
- Hubspot 2025 SOC 3 Type 2 Security Report
- Hubspot Compliance FAQs
- FTP Server Security Diagram
- Cyber Security Coverage

© Access 4 Learning (A4L) Community. All Rights Reserved.

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 ofthe 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.

© Access 4 Learning (A4L) Community. All Rights Reserved.

Addendum 5.3 – Hernando DSA

In accordance with Section 5.3 and based on discussion with the DSA provider David Sallay (4 Access 4 Learning Community) please see enclosed:

- **Hubspot Security Overview**
- **Hubspot 2025 SOC 3 Type 2 Security Report**
- **Hubspot Compliance FAQs**
- **FTP Server Security Diagram**
- **Cyber Security Coverage**

Hubspot Security Overview

Last Update: February 2025

Security & Compliance Overview

Table of Contents

Introduction 4
- Our Company and Products 4
- HubSpot Security and Risk Focus 4
- Document Scope and Use 5
- Our Security, Compliance, and Privacy Objectives 5

HubSpot Security Controls 6
- Infrastructure Security 6
  - Cloud Hosting Provider 6
  - Network and Perimeter 7
  - Configuration Management 7
  - Logging 8
  - Alerting and Monitoring 8
- Application Security 8
  - Web Application Defenses 8
  - Development and Release Management 9
  - Vulnerability Management 9
- Customer Data Protection 10
  - Data Classification 10
  - Sensitive Data 11
  - Tenancy 12
  - Encryption 12
  - Key Management 12
  - Artificial Intelligence & Machine Learning 13
- Data Backup and Disaster Recovery 14
  - System Reliability and Recovery 14
  - Disaster Recovery 15
  - Backup Strategy 15
    - System Backups 15
    - Physical Backup Storage 16
    - Backup Protections 16
    - Customer Data Backup Restoration 16
- Identity and Access Control 16

Product User Management 16
Product Login Protections 17
Portal Login Settings 18
Product API Authorization 18
Portal Activity & Alerting 18
HubSpot Employee Access to Customer Data 19
Access to Production Infrastructure 19
Access to Customer Portals 20
Organizational and Corporate Security 21
Corporate Network Protections 21
Corporate Authentication and Authorization 21
Endpoint Protection 22
Security Awareness Training 22
Risk Management 22
Vendor Management 22
Policy Management 23
Corporate Physical Security 23
Background Checks and Onboarding 23
Incident Management 24
Incident Response 24
Compliance 24
General Data Protection Regulation (GDPR) 24
Sarbanes-Oxley (SOX) 25
Systems and Organization Controls (SOC 2) 25
Sensitive Data Processing and Storing 25
Privacy 26
Data Retention and Data Deletion 26
Privacy Program Management 27
Breach Response 27

Introduction

Our Company and Products

HubSpot provides a customer platform that helps businesses connect and grow better. We deliver seamless connection for customer-facing teams with a unified platform that includes three layers: AI-powered engagement hubs, a Smart CRM, and a connected ecosystem that extends the customer platform with app marketplace integrations, a community network, and educational content.

Our engagement hubs include Marketing Hub, Sales Hub, Service Hub, Operations Hub, Content Hub and Commerce Hub, as well as other tools and integrations that enable companies to attract, engage, and delight customers throughout the customer experience. Our customer platform features a central database of lead and customer interactions and integrated applications designed to help businesses attract visitors to their websites, convert visitors into leads, close leads into customers, transact with those customers, and delight them so they become promoters of those businesses.

The HubSpot products are offered as Software-as-a-Service (SaaS) solutions. These solutions are available to customers through purpose-built web applications, mobile applications, Application Programming Interfaces (APIs), and email productivity tools.

HubSpot Security and Risk Focus

HubSpot's primary security focus is to safeguard our customers' data. To this end, HubSpot has invested in the appropriate controls to protect and service our customers. This investment includes the implementation of dedicated Corporate, Product, Infrastructure, and Physical Security programs. These Security teams are responsible for HubSpot's comprehensive security program, partnering with our Compliance, Legal, and Privacy teams to own the governance process. Our Chief Information Security Officer, Alyssa Robinson, oversees the implementation of security safeguards across the HubSpot enterprise.

Document Scope and Use

HubSpot values transparency in the ways we provide solutions to our customers. This document is designed with that transparency in mind. We are continuously improving the protections that have been implemented and, along those lines, the information and data in this document (including any related communications) are not intended to create a binding or contractual obligation between HubSpot and any parties, or to amend, alter or revise any existing agreements between the parties.

Our Security, Compliance, and Privacy Objectives

We have developed our security framework using best practices for the SaaS industry. Our key objectives include:

- Security-Minded Growth – deliver innovative products and services on a foundation of security, privacy and compliance standards.
- Availability and Continuity of Service – ensure availability of the service and minimize risks to service continuity.
- Data Integrity – make sure that the customer data entrusted to HubSpot is never corrupted or altered inappropriately.
- Compliance with Standards – aim to comply with or exceed industry standard best practices. Our controls governing the availability, confidentiality, and security of customer data meet or exceed the applicable SOC 2 (Service Organization Control Type 2) Trust Service Principles (TSPs) established by the American Institute of Certified Public Accountants (AICPA).
- Privacy - apply consistent, effective programs to ensure that customer data stays private. We take the protection of customer data seriously, and our Customer Data Processing Agreement describes the commitments we make to comply with applicable global data privacy laws.

HubSpot Security Controls

In order to protect the data that is entrusted to us, HubSpot utilizes a defense-in-depth approach to implement layers of administrative, technical, and physical security controls throughout our organization. The following sections describe some of our most frequently asked-about controls.

Infrastructure Security

Cloud Hosting Provider

HubSpot does not host any product systems or data within its corporate offices.

HubSpot outsources hosting of its product infrastructure to a leading cloud infrastructure provider, Amazon Web Services (AWS). HubSpot's US product infrastructure resides in AWS data centers located in the United States. The primary region in the US (East) is located in Virginia and the secondary region is located in Ohio. Customers also have the option to have their HubSpot data hosted in the European Union, with the primary region located in Germany and the secondary located in Ireland.

In Q1 of 2025, HubSpot is expanding its data hosting locations to include Australia, Canada, and an additional hosting location in the United States (West) in Oregon. While these new data center locations leverage the same core infrastructure and security architecture as our existing data center offerings, they will not be reflected in HubSpot's SOC 2 report until our updated report is released that will cover the period of May 1, 2024 through April 30, 2025.

We place reliance on AWS's audited security and compliance programs for the efficacy of their physical, environmental, and infrastructure security controls. AWS guarantees between 99.95% and 100% service availability, ensuring redundancy to all power, network, and HVAC services. The business continuity and disaster recovery plans for the AWS services we use have been independently validated as part of their SOC 2 Type 2 report and ISO 27001 certification.

AWS's compliance documentation and audit reports are publicly available at the AWS Cloud Compliance Page and the AWS Artifacts Portal. HubSpot is unable to deliver these documents on your behalf; you may obtain them directly from the AWS Artifacts portal.

Additional information regarding HubSpot's cloud infrastructure can be found on our Cloud Infrastructure Frequently Asked Questions page and in our Customer Terms of Service.

Network and Perimeter

The HubSpot product infrastructure enforces multiple layers of filtering and inspection on all connections across our Web Application Firewall (WAF), logical firewalls, and security groups.

Network-level access control lists are implemented to prevent unauthorized access to our internal product infrastructure and resources. By default, firewalls are configured to deny network connections that are not explicitly authorized, and traffic monitoring is in place to alert on anomalous activity.

Changes to our network and perimeter systems are actively monitored and controlled by standard change control processes. Firewall rulesets are reviewed on an annual basis to help ensure that only necessary connections are configured.

Configuration Management

Automation drives HubSpot's ability to scale with our customers' needs, and rigorous configuration management is baked into our day-to-day infrastructure processing. The product infrastructure is a highly automated environment that expands capacity as needed.

All server configurations are embedded in images and configuration files, which are used when new server instances are built. Each instance type includes its own hardened configuration, and changes to the configuration and standard images are managed through a formal change management process. Server instances are tightly controlled from provisioning through deprovisioning, ensuring that deviations from configuration baselines are detected and reverted at a predefined cadence. In the event that a production server deviates or drifts from the baseline configuration, it will be overwritten with the baseline within 30 minutes.

HubSpot's IT and Security teams adhere to structured patch management schedules using automated configuration management tools and by replacing server instances that are no longer compliant with the expected baseline.

Logging

HubSpot logs actions and events that occur within the application for performance and risk management purposes. These logs are indexed and stored in a central logging solution hosted in HubSpot's AWS environment. Security-relevant logs are also retained, indexed, and stored to facilitate investigation and response activities. The retention period of logs depends on the nature of the data logged.

Write access to the storage service in which logs are stored is tightly controlled and limited to a small subset of engineers who require access.

Alerting and Monitoring

HubSpot invests heavily in automated build procedures, monitoring, alerting, and response capabilities to continuously address potential issues. The HubSpot product infrastructure is instrumented to alert engineers and administrators via automated triggers when anomalies occur. For example, error rates, file quarantines, process terminations, abuse scenarios, application attacks, and other anomalies trigger automatic responses or alerts to the appropriate teams for response, investigation, and correction.

Application Security

Web Application Defenses

HubSpot has implemented a Web Application Firewall (WAF) to protect all customer content hosted on the platform as well as HubSpot APIs. These tools actively monitor real-time traffic at the application layer and can alert on or deny malicious behavior based on behavior type and session rate.

The rules used to detect and block malicious traffic are aligned to the best practice guidelines documented by the Open Web Application Security Project (OWASP), specifically the OWASP Top 10 and similar recommendations. Protections from Distributed

Denial of Service (DDoS) attacks are also incorporated, helping to ensure customers' web sites and other parts of the HubSpot products are continuously available.

Development and Release Management

One of HubSpot's greatest advantages is a rapidly advancing feature set, and we optimize our products through a modern continuous delivery approach to software development. To accomplish this, our developers adhere to secure SDLC standards and procedures.

New code is deployed thousands of times each day. Code review, testing, and merge approval are performed before deployment. Static code analysis blocks known misconfigurations from entering the code base. Once approved, code is automatically submitted to HubSpot's continuous integration environment where compilation, packaging, and unit testing occur. Dynamic scanning for security vulnerabilities is performed against our applications on a routine basis.

Newly developed code is first deployed to a dedicated and separate Quality Assurance (QA) environment for the testing before being promoted to production. Network-level segmentation prevents unauthorized access between QA and production environments.

All code deployments create archives of existing production code in case failures are detected by post-deployment hooks. The deploying team manages notifications regarding the health of their applications and if a failure occurs, rollback processes are immediately engaged.

We use software gating and traffic management to control features based on customer preferences (private beta, public beta, full launch). HubSpot features seamless updates and, as a SaaS application, there is no downtime associated with releases. Major feature changes are communicated through in-app messages and/or product update posts.

Vulnerability Management

The HubSpot Security team manages a multi-layered approach to vulnerability management, using a variety of industry-recognized tools and threat feeds to ensure comprehensive coverage of our technology stack. Adherence to Service Level Agreements (SLAs) is accomplished via automation of ticket generation and closure, as well as escalation paths when appropriate.

Vulnerability scans are configured to scan for vulnerabilities on a daily basis, using adaptive scanning inclusion lists for asset discovery as well as the latest vulnerability detection signatures.

In addition to our Security Operations Center (SOC), HubSpot also has an internal team dedicated to penetration testing, red team exercises, and vulnerability management that works to systematically discover any vulnerabilities and ensure that best practices are in place to secure our product.

We bring in industry-recognized third parties to perform annual penetration tests against our applications and infrastructures. The goal of these programs is to identify vulnerabilities that may present security-related risks. Relevant findings are assessed, mitigations are prioritized according to risk, and both are incorporated in the reports available to our customers. Additionally, HubSpot manages a bug bounty program where independent security researchers may submit potential issues for review.

To track and manage these identified risks across the HubSpot product, we've implemented our Mainsail framework which sets HubSpot's Security, Privacy, and Compliance standards as a top priority, or guardrail, across all Product teams. When vulnerabilities are identified, Mainsail allows us to measure the associated risk to our product and customers, assign a risk-based SLA, and align autonomous engineering teams to collaborate and prioritize remedial steps.

Customer Data Protection

Data Classification

HubSpot's applications allow customers to define the type of information to be collected and stored on their behalf. Per the HubSpot Terms of Service and Acceptable Use Policy, our customers are responsible for ensuring they only capture appropriate information to support their marketing, sales, services, content management, and operations processes.

The HubSpot product may be used to collect or store sensitive information – such as the last four digits of credit or debit card numbers, financial account information, Social Security numbers, passport numbers, or health information–only in accordance with the HubSpot

Sensitive Data Terms. To accomplish this, customers must enable HubSpot's sensitive data feature.

Further detail on HubSpot's data classification scheme can be found within our SOC 2 report which can be downloaded from our Trust Center.

Sensitive Data

HubSpot's sensitive data product feature allows users to identify certain properties as "sensitive" and store and access sensitive data in certain places within your portal. This functionality allows enterprise customers to store sensitive personal data, financial data, and/or Protected Health Information (PHI).

To learn about how these features work, please review the Knowledge Base article for storing sensitive data in HubSpot, the KB article for storing PHI in HubSpot, and the KB article for storing highly sensitive data in HubSpot.

Sensitive property values and CRM attachments are encrypted when they reach HubSpot's backend systems, typically within the first or second hop. The properties and CRM attachments are encrypted using AES-256 with unique encryption keys for each customer. The root keys are managed via AWS Key Management Service (KMS), and no one has access to these keys. HubSpot engineers cannot view sensitive properties. However, a small and tightly constrained group of engineers are able to decrypt the data in order to support these services. There are also HubSpot services that need to decrypt the data. To do this, a given service must invoke a specific scope to be able to decrypt a sensitive property.

For highly sensitive data, data remains encrypted even when viewed within the HubSpot portal. A click-to-decrypt feature ensures that the data is readable only on an as-needed basis. Further limitations exist to limit downstream decryption by engineers and HubSpot services due to the limited functionality available for highly sensitive properties.

Please also review the Sensitive Data Terms, as they govern usage of this feature.

Tenancy

HubSpot provides a highly scalable, multi-tenant SaaS solution where customer data is logically separated using unique portal IDs to associate data and objects to specific customers.

Authorization rules are incorporated into the design architecture and validated on a continuous basis. Additionally, we log application authentication and associated changes, application availability, and user page views.

Encryption

All sensitive interactions with the HubSpot products (e.g. API calls, authenticated sessions, etc.) are encrypted in transit with Transport Layer Security (TLS) version 1.2 or 1.3 and 2,048 bit keys or better. TLS is also a default for customers who host their websites on the HubSpot platform.

See our website setup guide and our KB article on SSL and domain security for more information about configuring TLS for your HubSpot-hosted site.

HubSpot leverages several technologies to ensure stored data is encrypted at rest. Platform data is stored using AES-256 encryption. User passwords are hashed following industry best practices, and are encrypted at rest.

For sensitive data types, we add application layer encryption, also using AES-256, with unique encryption keys for each customer and provide stricter access controls than for non-sensitive data.

Key Management

Encryption keys for both in-transit and at rest encryption are securely managed by the HubSpot platform. TLS private keys for in-transit encryption are managed through our content delivery partner. Volume and field level encryption keys for at rest encryption are stored in a hardened Key Management System (KMS). Keys are rotated at varying frequencies, depending upon the sensitivity of the data they govern. In general, TLS

certificates are renewed annually. For sensitive data stores, unique encryption keys are used for each customer.

HubSpot is unable to support customer-supplied encryption keys at this time.

Artificial Intelligence & Machine Learning

HubSpot provides an AI-native customer platform with Breeze, our complete AI solution that delivers a fast, easy, and unified AI experience for marketing, sales, and service teams. To this end, our AI tools and underlying systems are included within our annual SOC 2 Type 2 report as they are released into general availability (GA). HubSpot may release future beta and alpha AI product offerings as we continue to evolve and improve our customer platform. Although these are not scoped into our SOC 2 report at this stage, they are generally supported by HubSpot's core infrastructure and security architecture.

We implement appropriate technical and organization measures to protect and secure personal data used in our AI products. This approach involves collaboration between dedicated product, engineering, and legal teams to maintain compliance with regulatory and industry standards, as well as a broad commitment to preventing unauthorized access to customer data.

Customer Data remains secure and private when using our AI features, regardless of whether your data is used as part of HubSpot's machine learning processes. Data is never shared between HubSpot users or accounts. Our AI-generated outputs are specific to each customer; in other words, one customer's data will not be exposed to any other customers when using our AI products. Additionally, when using AI products, customer prompts, generated content, and usage metrics are logged and managed to support continuous product improvement. Your AI usage data is stored in approved HubSpot data storage locations, where access is restricted to relevant engineering and product teams on an as-needed basis. Access to the data is subject to review and approval.

HubSpot's AI products are moderated against harmful content such as hate speech, harassment, self-harm, sexual content, and violence using open source moderation solutions. We identify and eliminate harmful content to create a safe and positive environment for our users.

The underlying technology behind HubSpot's AI functionality consists of our own machine learning models as well as those of our trusted third party vendors like OpenAI. While customer prompts may be shared with such third parties to enable certain functionalities, these submissions are not used by third parties to train or improve its models. HubSpot may use customer data to train our own models; however, if you enable HubSpot's sensitive data features, the sensitive properties that you create will not be used to train HubSpot's AI models. Customers may also opt out of having their data used to build and train our AI models by having a super admin on the user's account email privacy@hubspot.com. Once you have opted out, your data will not be used to train our internally built models and you may still use our AI products.

Customers have options to control their use of certain AI products including the ability to opt in and opt out of specific functionalities. For more information on AI choices and rights, please visit our Product-Specific Terms - AI Products.

For additional information and transparency around HubSpot's use of AI and how our AI systems interact with your data, please visit behindhubspotai.com. The AI model cards provided here feature specific details about Breeze-powered AI features.

Data Backup and Disaster Recovery

System Reliability and Recovery

HubSpot is committed to ensuring the availability of our systems by using commercially reasonable efforts to meet a target service uptime of 99.95% for our subscription service in a given calendar month. Please reference section 8 of the Product Specific Terms for more information.

Additionally, we provide real-time updates and historical data on system status via HubSpot's status site.

We build our platform so that HubSpot is available and accessible in a variety of disaster scenarios. To this end, all HubSpot product services are built with full redundancy. Server infrastructure is strategically distributed across multiple distinct availability zones and virtual private cloud networks within our infrastructure providers, and all web, application, and

database components are deployed with a minimum of n+1 supporting server instances or containers.

Services within HubSpot's distributed microservices architecture are designed to reduce system interdependence, and each service has a corresponding test environment where changes are deployed and validated before they are migrated to production.

HubSpot utilizes a worldwide Content Delivery Network (CDN) to distribute content to a location closest to users, enabling quick and consistent access wherever users may be.

Additionally, we have a dedicated Reliability engineering team committed to the scalability and reliability of the HubSpot application.

Disaster Recovery

HubSpot maintains a disaster recovery plan that details how we sustain key product infrastructure and internal corporate systems in the event of a disaster. The disaster recovery plan is documented, updated, and tested annually as part of our SOC 2 compliance. Please refer to our SOC 2 report (downloadable from our Trust Center) for more detail.

Backup Strategy

System Backups

Systems are backed up on a regular basis with established schedules and frequencies. Seven days' worth of backups are kept for any database in a way that ensures that restoration can occur easily. Backups are monitored for successful execution, and alerts are generated in the event of any exceptions. Failure alerts are escalated, investigated, and resolved.

Data is backed up daily to the local region. Additionally, backups are copied regularly to a separate AWS region for recovery in the event of a primary regional outage. Monitoring and alerting is in place for replication failures and triaged accordingly.

All production data backups are stored on a highly available file storage facility like Amazon S3.

Physical Backup Storage

Because we leverage public cloud services for hosting, backup, and recovery, HubSpot does not implement physical infrastructure or physical storage media within its products. HubSpot does not generally produce or use other kinds of hard copy media (such as paper, tape, etc.) as part of making our products available to our customers.

Backup Protections

By default, all backups are encrypted at rest and immutability is ensured through access control restrictions and Write Once Read Many (WORM) protections on HubSpot product infrastructure networks. Strict access control lists are used to protect backup file storage.

Customer Data Backup Restoration

HubSpot customers don't have access to the product infrastructure in a way that would allow a customer-driven failover event. Disaster recovery and resiliency operations are managed by HubSpot product engineering teams.

In most cases, customers can use the recycle bin to directly recover and restore contacts, companies, deals, tickets, and custom object records, activity, and workflows up to 90 days after they were deleted. Changes to web pages, blog posts, or emails can be restored to previous versions of content using version history.

For customers who wish to additionally back up their data, the HubSpot platform provides many ways of ensuring that you have what you need. By using Data Backup and Restore, customers can create backups of their CRM data and seamlessly recover to a restore point. Additionally, many of the features within your HubSpot portal contain export options, and the HubSpot library of public APIs can be used to synchronize your data with other systems. For further details about backing up your data, please review our KB article about exporting your content.

Identity and Access Control

Product User Management

The HubSpot products allow for granular authorization rules. Customers are encouraged to actively administer their accounts. Customers can create and manage the users in their portals, assign the privileges that are appropriate, and limit access to only what is necessary

in order to reduce risk. For more information about user roles, please see the HubSpot User Permission Guide.

For additional guidance, the in-app Security Center provides recommendations on an account's unique configuration and compares settings against security best practices. Configurations that can present security risks are given risk scores and can be reviewed and remediated from one convenient location. This includes risky user permissions, 2FA status, inactive apps, and more.

Product Login Protections

The HubSpot product features many options for users to securely log in to their HubSpot accounts. The built-in HubSpot login with email and password enforces a uniform password policy which requires a minimum of 12 characters and a combination of lower letters, uppercase letters, and numbers, symbols, or whitespace characters. Customers who use HubSpot's built-in login cannot change the default password policy. HubSpot checks user passwords against publicly leaked passwords and automatically prevents the use of a matching compromised password.

Customers using the built-in login on paid HubSpot plans are required to use two-factor authentication. Two-factor Authentication can be configured via authenticator app, the HubSpot Mobile App, or SMS text message. For free plans, portal administrators are encouraged to set up and require two-factor authentication for all users.

Additionally, HubSpot allows users to log in with common services using the "Sign In with Google," "Sign In with Microsoft," or "Sign In with Apple" options at the login screen. Customers can configure a password policy within their settings with these respective providers.

Enterprise customers can take advantage of SAML-based Single Sign-On (SSO) integrations with any SAML-based Identity Provider. Instructions for setting up SSO are available in this knowledge base article and in the HubSpot Academy. By default, after turning on SSO, all users will be required to log in via your configured SSO method.

For customers who prefer passwordless authentication, HubSpot allows users to set up and use passkeys for logging in via browser and the iOS app.

Portal Login Settings

Portal Admins have the ability to set additional login security controls that align with the needs of their organization:

- Allowed Login Methods: Allows an admin to enforce what login methods are allowed for accessing the portal. For example, if the organization uses Google Workspace, you can set Allowed Login Methods to only allow Google sign-in and disallow all other login types.
- Inactivity Timeout: Allows an admin to set a time duration between 8 hours and 72 hours that will automatically log a user out of their session if they are inactive.
- IP Restrictions: Allows an admin to set IP ranges in which their users access HubSpot from to provide greater level of control of how your portal is being accessed.

Product API Authorization

API access is enabled through either OAuth (version 2) or Private App access tokens. Both HubSpot's OAuth 2.0 and Private App implementations provide strong approaches to authenticating and authorizing API requests. These methods offer granular control over your integrations and account data. We require OAuth for all featured integrations.

Select HubSpot APIs may be used for public and private app developers to interact with sensitive data. More information can be found within our Overview of Sensitive Data in HubSpot CRM for Developers, and also within our Developer Doc for Sensitive Data App Scopes.

For more information about API use and authentication, please see the Developers portal.

Previously, API keys (also known as Hapikeys or HubSpot API keys) were a supported authentication method for the HubSpot APIs. Support for API keys was discontinued on November 30, 2022.

Portal Activity & Alerting

Customers can enable notifications within the HubSpot portal for a range of account activity including unusual logins, data imports and exports, and more.

HubSpot also provides customers with the ability to view and export comprehensive audit logs on account activity. Customers can review or investigate activity within a portal, export

audit logs manually, or export logs via API for integration with a security information and event management (SIEM) solution. Audit log types include:

- User logins
- Security activity
- Views or edits of highly sensitive data properties
- Content activity
- HubSpot employee access history for customer support

A centralized audit log of all user actions is available to Enterprise subscribers.

HubSpot Employee Access to Customer Data

Access to Production Infrastructure

HubSpot's production infrastructure and restricted or customer data can only be accessed from company-owned and managed computers, and require phish-resistant Multi-factor Authentication (MFA). User access is strictly controlled. HubSpot employees are granted access using a Role-Based Access Control (RBAC) model.

Day-to-day access to systems hosting customer data is restricted. Access is available only to HubSpot personnel that require access to certain systems to perform their respective job duties. Persistent administrative access is restricted. For temporary or emergency access to administrative functions (such as alert responses and troubleshooting), HubSpot's system uses a Just-In-Time-Access (JITA) model to grant users privileged access for a limited duration.

Each Engineering JITA request is logged along with the reason for access. After the configured session limit, access to the account expires and is automatically revoked. Daily Engineering JITA usage is available for retroactive review by Engineering management. Management reviews activities performed during JITA sessions in key datastores and the reason for access, and monitors for anomalous behavior.

Additionally, direct network connections to product infrastructure devices over SSH or similar protocols is prohibited, and engineers are required to authenticate first through a bastion host or "jump box" before accessing QA or production environments. Server-level authentication uses user-unique SSH keys and token-based two-factor authentication.

Access to Customer Portals

By default, Customer Support, Services, and other customer engagement staff can obtain limited access to parts of your HubSpot account to help you use your HubSpot portal.

The HubSpot application also uses a JITA model to grant employees access to a customer's portal for a limited duration (Portal JITA). Each Portal JITA request is logged and requires a business reason for access. Note that access is automatically granted for certain use cases, such as an open Support ticket. Other Portal JITA requests initiate an exception process which requires manager or manager-equivalent approval. Access is limited to a specific customer's portal for a maximum 24-hour period. HubSpot also utilizes risk-based monitoring to detect unusual Portal JITA activity. HubSpot support employees must be on HubSpot-owned and managed devices, which require SSO and phish-resistant MFA, in order to access Portal JITA.

When accessing a portal using Portal JITA, HubSpotters are unable to perform high-risk actions such as:

- viewing sensitive data fields
- changing domain or SSO settings
- exporting users/contacts
- viewing/creating/deleting/rotating private app keys
- importing data to the CRM
- deleting contacts, companies, deals, and tickets

User logins, HubSpot employee access, security activity, and content activity is logged. The last 90 days of these logs are available as the 'Export HubSpot employee access history' option within your portal.

Customers may choose to disable HubSpot employee access to their portal entirely by following the steps outlined in this article. Please note that while this disables HubSpot employees from accessing your HubSpot portal, it does not disable all HubSpot employees from accessing customer data. Customer data may still be accessed internally via Engineering JITA by a limited number of Engineering personnel for supporting, troubleshooting, and improving the HubSpot product. Additionally, HubSpot's Trust & Safety team may temporarily re-enable the Portal JITA feature to access your portal if an investigation is necessary. This step is only taken when there is a safety or security issue

such as a potential security breach, fraud, or other Terms of Service violations, and Trust & Safety team members disable this feature when their work is completed.

Organizational and Corporate Security

Corporate Network Protections

Centrally managed application firewalls are deployed in a High Availability architecture at HubSpot Corporate offices. Our guest networks are separate and isolated from our corporate network, and all firewalls are configured to block all inbound connections unless the session is explicitly identified and allowed. HubSpot enforces system authorization checks via digital certificates prior to allowing a device to connect to the Corporate network. Unauthorized devices are moved to a containment VLAN with no access to the internal network.

Corporate Authentication and Authorization

Access to the HubSpot Corporate network, both remotely and while in office, requires device validation and FIDO2-compliant MFA. Access to corporate systems is based on RBAC and the principle of zero trust. Users can only access what is necessary for their role and job function.

Password policies follow industry best practices for required length, complexity, and rotation frequency. Password vaults are in place to manage certain administrative account passwords, and access to the vault is managed through RBAC or through the JITA process.

We have built an extensive support system to streamline and automate our security management and compliance activities. Several times each day, this system collects and analyzes logs from across our product and corporate infrastructure and initiates manual reviews where appropriate. This is done to ensure that permission grants are appropriate, employee events are managed, access revocations are timely, change logs are effectively collected, and compliance evidence is preserved. Employee access and permissions to key internal systems are manually reviewed semi-annually to help ensure access granted is necessary for their job function.

Endpoint Protection

Company-issued laptops are centrally managed and feature hardened configurations that include full disk encryption, a Privileged Access Management (PAM) solution, and routine security posture assessments.

Endpoints are also protected by a market-leading Endpoint Detection and Response (EDR) solution and we incorporate extensive automation into our detection and response capabilities, capitalizing on signaling from our robust security stack to create a highly integrated ecosystem that is continually optimized to detect anomalous behavior.

Security Awareness Training

Security culture is foundational to a strong security program. We start building that culture with mandatory security training for every new HubSpot employee. After that, all HubSpot employees are required to complete annual awareness training. For certain jobs with specific risks, we have role-specific training.

Finally, we give all HubSpot employees a chance to put this training into practice with quarterly simulated phishing and reporting exercises.

Risk Management

HubSpot has an Enterprise Risk Management (ERM) program that includes a documented ERM policy, recurring risk assessments, and a risk escalation process.. Risk mitigation and remediation activities are tracked and reviewed at a designated cadence.

Further detail on the risk assessment and risk management program can be found within the SOC 2 report (downloadable from our Trust Center).

Vendor Management

We leverage a number of third party service providers at HubSpot to support the development of our product as well as internal operations. We maintain a vendor management program to ensure that appropriate security and privacy controls are in place. The program includes inventorying, tracking, and reviewing the security programs of the vendors who support HubSpot.

Appropriate safeguards are assessed relative to the service being provided and the type of data being exchanged. For example, our protocol is to require vendors that handle customer data to maintain business continuity and disaster recovery programs for added assurance of customer data protection. Ongoing compliance with expected protections is managed as part of our contractual relationship with them. Our Security, Privacy, Legal, and Compliance teams coordinate with our business stakeholders as part of the vendor management review process.

We maintain a list of our sub-processors within our Data Processing Agreement (DPA).

Policy Management

To help keep all our employees on the same page with regard to protecting data, HubSpot documents and maintains a number of written security policies and procedures. HubSpot maintains a core Written Information Security Policy, which covers a variety of topics such as data handling requirements, privacy considerations, and disciplinary actions for policy violations.

Policies are reviewed and approved at least annually and stored in the company policy repository.

Corporate Physical Security

HubSpot offices are secured in multiple ways. Security services are leveraged at each of HubSpot's global locations to help create a safe environment for HubSpot employees. Door access is controlled using RFID tokens tied to individuals, which are automatically deprovisioned if lost or when no longer needed (for example, employee termination, infrequent use, etc). Video surveillance and other protective measures are implemented across HubSpot offices.

Background Checks and Onboarding

HubSpot employees in the US undergo an extensive third-party background check prior to formal employment offers. In particular, employment, education, and criminal checks are performed for potential employees. Outside of the US, employment checks are performed. Reference verification is performed at the hiring manager's discretion.

Upon hire, all employees must read and acknowledge HubSpot's corporate Acceptable Use Policy (AUP) and Code of Use Good Judgement (COUGJ), which help to define employees' security responsibilities in protecting company assets and data.

Incident Management

Incident Response

HubSpot's Security Operations Center (SOC) team provides 24x7x365 coverage to respond quickly to all security and privacy events. HubSpot's rapid incident response program is responsive and repeatable. Predefined incident types, based on historical trending, are used to facilitate timely incident tracking and consistent task assignment, escalation, and communication. Many automated processes feed into the incident response process, including malicious activity or anomaly alerts, vendor alerts, customer requests, privacy events, and others.

Our Security Leadership reviews all security related incidents, either suspected or proven, and we coordinate with affected customers using the most appropriate means based on the nature of the incident.

Compliance

General Data Protection Regulation (GDPR)

The HubSpot platform has a number of features that enable our customers operating in the European Union to achieve and maintain their GDPR compliance requirements, including the ability to perform a GDPR delete in response to a Data Subject Access Request (DSAR) (see the KB article here). Please refer to our GDPR page for more information. While use of the HubSpot product can enable your GDPR compliance efforts, use of the HubSpot product alone does not make you GDPR compliant.

Sarbanes-Oxley (SOX)

As a publicly-traded company in the U.S., HubSpot's key IT controls are audited on a recurring basis as part of its SOX compliance.

Public information about HubSpot's SOX compliance and our annual financial statements are available as part of our SEC filings. You can find more information on our Investor Relations page.

Systems and Organization Controls (SOC 2)

HubSpot undergoes rigorous SOC 2 Type 2 and audits on an annual basis to attest to the controls that we have in place governing the security, availability, and confidentiality of customer data and the HubSpot products. These controls map to Trust Service Principles (TSPs) established by the American Institute of Certified Public Accountants (AICPA). Our SOC 2 Type 2 and SOC 3 reports are available for download from the HubSpot Trust Center.

Sensitive Data Processing and Storing

Please see our Sensitive Data Terms for details about prohibited data types. HubSpot provides privacy and security protections that enable our customers to operate our products in compliance with HIPAA. These include security features like comprehensive audit logging, advanced authentication features, inactive session timeout, account security recommendations, per tenant application level encryption, and more.Please refer to our Trust Center for resources on storing Sensitive Data, such as HubSpot's Sensitive Data Implementation Guide, to ensure that you use our products and features in a way that supports your HIPAA obligations. Also, be sure to refer to the requirements in the "Use and Disclosure of PHI" section of the Business Associate Agreement in our Sensitive Data Terms.

While HubSpot provides security features which enable your use of the product in a HIPAA-compliant manner, HubSpot does not currently offer independent attestation against the HIPAA Security Rule requirements or HITRUST certification. For news and

announcements regarding HubSpot's compliance posture, we encourage you to subscribe to our Trust Center Updates.

Additionally, while HubSpot customers pay for the service by credit card, HubSpot does not store, process or collect credit card information submitted to us by customers and is not PCI-DSS compliant. We leverage trusted and PCI-compliant payment card processors to ensure that our own payment transactions are handled securely. You may access HubSpot's PCI SAQ-A report on the HubSpot Trust Center.

Privacy

The privacy of our customers' data is one of HubSpot's primary considerations. The protections described in this document and other protections that we have implemented are designed to ensure that your data stays private and unaltered. The HubSpot products are designed with a privacy-first approach and built with customer needs in mind. Our privacy program incorporates best practices, customers' and their contacts' needs, as well as regulatory requirements.

Data Retention and Data Deletion

Customer data is retained for as long as you remain an active customer. The HubSpot platform provides active customers with the tools to delete their data (see the 'Deletion or Return of Personal Data' section outlined in our DPA), and export their data (see the KB article on how to export your content and data).

Former customers' data is removed from live databases upon a customer's written request or after an established period following the termination of all customer agreements. Freemium customers' data is purged when the portal is no longer actively used, and former paying customers' data is purged 90 days after all customer relationships are terminated.

Information stored in replicas, snapshots, and backups is not actively purged but instead naturally ages itself from the repositories as the data lifecycle occurs. HubSpot retains certain data like logs and related metadata in order to address security, compliance, or statutory needs.

HubSpot does not currently provide customers with the ability to define custom data retention policies.

Privacy Program Management

HubSpot's Legal, Security, and Privacy teams collaborate to ensure an effective and consistently-implemented privacy program. Information about our commitment to the privacy of your data is described in greater detail in our:

- Privacy Policy
- Data Processing Agreement

Breach Response

You can find our breach reporting policies, process, and obligations outlined in our SOC 2 Report under our "Incident Response" section.

HubSpot will notify customers without undue delay after it becomes aware of any Customer Personal Data Breach and will provide timely information relating to the Customer Personal Data Breach as it becomes known or reasonably requested by the customer. We further outline our obligations regarding Customer Personal Data Breaches in our DPA. Reporting obligations for our HIPAA Customers are outlined in our Business Associate Agreement.

Hubspot 2025 SOC 3 Type 2 Security Report



HUBSPOT, INC.

INDEPENDENT SERVICE AUDITOR'S SOC 3 REPORT

FOR THE

HUBSPOT PLATFORM

FOR THE PERIOD OF MAY 1, 2024, TO APRIL 30, 2025

Jackson Conners, jackson@caissaps.com, 2025-09-30T14:32:58.051Z

Attestation and Compliance Services



Proprietary & Confidential
Unauthorized use, reproduction, or distribution of this report, in whole or in part, is strictly prohibited.

INDEPENDENT SERVICE AUDITOR'S REPORT

To HubSpot, Inc.:

Scope

We have examined HubSpot, Inc.'s ("HubSpot") accompanying assertion titled "Assertion of HubSpot, Inc. Service Organization Management" ("assertion") that the controls within the HubSpot Platform system ("system") were effective throughout the period May 1, 2024, to April 30, 2025, to provide reasonable assurance that HubSpot's service commitments and system requirements were achieved based on the trust services criteria relevant to security, availability, and confidentiality (applicable trust services criteria) set forth in TSP section 100, Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (AICPA, Trust Services Criteria).

HubSpot uses various subservice organizations for cloud storage, compute services, and data center hosting services. The description of the boundaries of the system indicates that complementary subservice organization controls that are suitably designed and operating effectively are necessary, along with controls at HubSpot, to achieve HubSpot's service commitments and system requirements based on the applicable trust services criteria. The description of the boundaries of the system does not disclose the actual controls at the subservice organizations. Our examination did not include the services provided by the subservice organizations, and we have not evaluated the suitability of the design or operating effectiveness of such complementary subservice organization controls.

Service Organization's Responsibilities

HubSpot is responsible for its service commitments and system requirements and for designing, implementing, and operating effective controls within the system to provide reasonable assurance that HubSpot's service commitments and system requirements were achieved. HubSpot has also provided the accompanying assertion about the effectiveness of controls within the system. When preparing its assertion, HubSpot is responsible for selecting, and identifying in its assertion, the applicable trust services criteria and for having a reasonable basis for its assertion by performing an assessment of the effectiveness of the controls within the system.

Service Auditor's Responsibilities

Our responsibility is to express an opinion, based on our examination, on whether management's assertion that controls within the system were effective throughout the period to provide reasonable assurance that the service organization's service commitments and systems requirements were achieved based on the applicable trust services criteria. Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether management's assertion is fairly stated, in all material respects. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination included:

- Obtaining an understanding of the system and the service organization's service commitments and system requirements.
- Assessing the risks that controls were not effective to achieve HubSpot's service commitments and system requirements based on the applicable trust services criteria.
- Performing procedures to obtain evidence about whether controls within the system were effective to achieve HubSpot's service commitments and system requirements based on the applicable trust services criteria.

Our examination also included performing such other procedures as we considered necessary in the circumstances.

jackson.turner@jacksonlewis.com, 20250909114:32:53 EDT

Inherent Limitations

There are inherent limitations in the effectiveness of any system of internal control, including the possibility of human error and the circumvention of controls.

Because of their nature, controls may not always operate effectively to provide reasonable assurance that HubSpot's service commitments and system requirements were achieved based on the applicable trust services criteria. Also, the projection to the future of any conclusions about the effectiveness of controls is subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, management's assertion that the controls within the HubSpot Platform system were effective throughout the period May 1, 2024, through April 30, 2025, to provide reasonable assurance that HubSpot's service commitments and system requirements were achieved based on the applicable trust services criteria is fairly stated, in all material respects.

Washington, District of Columbia
June 11, 2025

Jackson Conners, jackson@caissaps.com, 2025-09-29T14:32:38.691Z

ASSERTION OF HUBSPOT SERVICE ORGANIZATION MANAGEMENT

We are responsible for designing, implementing, operating, and maintaining effective controls within HubSpot, Inc.'s ("HubSpot") HubSpot Platform system ("system") throughout the period May 1, 2024, to April 30, 2025, to provide reasonable assurance that HubSpot's service commitments and system requirements relevant to security, availability, and confidentiality were achieved. Our description of the boundaries of the system is presented below and identifies the aspects of the system covered by our assertion.

We have performed an evaluation of the effectiveness of the controls within the system throughout the period May 1, 2024, to April 30, 2025, to provide reasonable assurance that HubSpot's service commitments and system requirements were achieved based on the trust services criteria relevant to security, availability, and confidentiality (applicable trust services criteria) set forth in TSP section 100, *Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (AICPA, Trust Services Criteria)*. HubSpot's objectives for the system in applying the applying the applicable trust services criteria are embodied in its service commitments and systems requirements relevant to the applicable trust services criteria. The principal service commitments and system requirements related to the applicable trust services criteria are presented below.

There are inherent limitations in any system of internal control, including the possibility of human error and the circumvention of controls. Because of these inherent limitations, a service organization may achieve reasonable, but not absolute, assurance that its service commitments and system requirements are achieved.

We assert that the controls within the system were effective throughout the period May 1, 2024, to April 30, 2025, to provide reasonable assurance that HubSpot's service commitments and systems requirements were achieved based on the applicable trust services criteria.

Jackson Conners, jackson@caissaps.com 2025-09-29T18:56:06.051Z

DESCRIPTION OF THE BOUNDARIES OF THE HUBSPOT PLATFORM SYSTEM

Company Background

HubSpot, Inc. (”HubSpot”) provides software and support through a cloud-based platform to help organizations grow better. The Company’s platform includes marketing, sales, service, and content management products. HubSpot’s products contain features, tools, and integrations that enable businesses to attract, engage, and delight customers throughout the customer lifecycle. Over 250,000 total customers in more than 120 countries use HubSpot’s software, services, and support to transform the way they attract, engage, and delight customers.

HubSpot was founded in 2005 and is based in Cambridge, Massachusetts.

Description of Services Provided

HubSpot’s Platform consists of several integrated products that are bundled into integrated software packages:

- HubSpot CRM
- Breeze
- Marketing Hub
- Sales Hub
- Service Hub
- Content Hub (formerly Content Management System (CMS) Hub)
- Ops Hub
- Commerce Hub

Jackson Thomas jack.thomas@ssae.com, 2025-09-19T11:32:58.0512

HubSpot CRM

The core of HubSpot’s Platform, the HubSpot CRM, is a single database of lead and customer information that allows businesses to track their interactions with contacts and customers, manage their sales activities, and report on their pipeline and sales. This allows a complete view of lead and customer interactions across HubSpot’s integrated applications, giving the CRM substantial power. This integration makes it possible to personalize every aspect of the customer interaction across web content, social media engagement, and email messages across devices, including mobile. The integrated applications on the CRM have a common user interface, are accessed through a single login, and are based on the CRM database. HubSpot CRM is a free product that can be used standalone, or with any combination of Marketing Hub, Sales Hub, Service Hub, CMS Hub, and/or Ops Hub.

Breeze

Breeze is HubSpot’s comprehensive suite of AI tools and features that power the customer platform, including our Smart CRM, engagement Hubs, and the connected ecosystem. Breeze includes Breeze Copilot, an AI-powered companion to boost productivity and make work easier; Breeze Agents to help teams automate work, end-to-end, from strategy to execution; and Breeze Intelligence, a data enrichment solution to provide a complete and unified view of the customer, and features across the CRM and Hubs built on Breeze.

Marketing Hub

Marketing Hub is an all-in-one toolset for marketers to attract, engage, and nurture new leads towards sales readiness over the entire customer lifecycle. Marketing Hub is available in both free and paid tiers, and can be used standalone, with HubSpot CRM, and/or any version of Sales Hub or Service Hub. Features include marketing automation and email, social media, search engine optimization (SEO), CRM Sync, and reporting and analytics.

Sales Hub

Sales Hub was introduced to enhance the productivity and effectiveness of sales representatives. Businesses can empower their teams with tools that deliver a personalized experience for prospects with less work for sales representatives. Sales Hub is available in both free and paid tiers, and can be used with HubSpot CRM, a third-party CRM, and/or any version of Marketing Hub or Service Hub. Features include: email templates and tracking, conversations and live chat, meeting and call scheduling, lead and website visit alerts, sales automation, and lead scoring.

Service Hub

Service Hub is our customer service software that is designed to help businesses manage and connect with customers. Service Hub is available in free and paid tiers, and can be used standalone, with HubSpot CRM Free, and/or any version of Marketing Hub or Sales Hub. Features include: conversations and live chat functionality, conversational bots, tickets and help desk, automation and routing, knowledge base, team emails, feedback and reporting tools, and customer goals.

Content Hub (formerly CMS Hub)

Content Hub combines the power of customer relationship management and a content management system into one integrated platform. HubSpot artificial intelligence (AI)-powered content tools enable businesses to create and manage new and existing web content while also personalizing their websites for different visitors and optimizing their websites to convert more visitors into leads and customers. Content Hub can be purchased as a standalone product and/or with any version of Marketing Hub, Sales Hub, or Service Hub. Features include: website pages, business blogging, smart content, landing pages and forms, SEO tools, forms and lead flow, web analytics reporting, calls-to-action, and file manager.

Ops Hub

Ops Hub is an operations software that lets users easily sync, clean, and curate customer data, and automate business processes. Ops Hub enables entire teams to stay aligned with a clean, connected source of truth for customer data. Features include: programmable automation, data sync, data curation, and data quality tools.

Commerce Hub

Commerce Hub includes all the tools and integrations necessary to manage payments in HubSpot. Request and collect payments, streamline subscriptions, and increase efficiency with automation and reporting.

System Boundaries

A system is designed, implemented, and operated to achieve specific business objectives in accordance with management-specified requirements. The purpose of the system description is to delineate the boundaries of the system, which includes the services outlined above and the five components described below: infrastructure, software, people, procedures, and data.

Included within the scope of this report are controls over systems and subprocessors supporting functionality (including AI-powered features and functionality) within the covered services that have publicly launched in general availability.

Excluded from the scope of this report are security controls under the purview of the third-party data center colocation facilities. Currently, alpha and beta systems are excluded from the scope of this report; however, they are supported by HubSpot's core infrastructure.

Principal Service Commitments and System Requirements

HubSpot designs its processes and procedures related to the HubSpot Platform to meet its objectives for its HubSpot Platform services. Those objectives are based on the service commitments that HubSpot makes to user entities, the laws and regulations that govern the provision of the HubSpot Platform services, and the financial, operational, and compliance requirements that HubSpot has established for the services. The HubSpot Platform services are subject to the relevant regulatory and industry information and data security requirements in which HubSpot operates.

Security, availability, and confidentiality commitments to user entities are documented and communicated in customer agreements and in the Data Processing Agreement, which is published online. The principal security, availability, and confidentiality commitments are standardized, and include, but are not limited to, the following:

Jackson Coffey jackson@coltsaps.com 2025-09-29T14:32:58.000Z

Security

- Maintain administrative and logical safeguards to protect the security and integrity of the HubSpot Platform and customer data in accordance with HubSpot's security requirements.
- Use formal access management processes for the request, review, approval, and provisioning of HubSpot personnel with access to production systems.
- Use formal HR processes including: security awareness training, security and acceptable use policy, and a formal code of conduct.
- Use commercial industry standard secure encryption methods to protect customer data at rest and in transit.
- Maintain secure software development processes to help ensure consistent quality that goes across policy, people, processes, and technology.
- Employ a dedicated product security incident response team that follows industry best practices in managing and responding to security vulnerabilities to minimize customers' risk of exposure.
- Maintain anti-virus protection, perform vulnerability scanning, and conduct periodic penetration testing to detect and prevent security vulnerabilities from being introduced into production systems.
- Use Web Application Firewall (WAF) solutions to protect hosted customer websites and other internet-accessible applications.

Availability

- Employ infrastructure providers who use commercially reasonable efforts to help ensure a minimum of 99.95% uptime. The providers maintain a minimum of N+1 redundancy to power, network, and heating, ventilation, and air conditioning (HVAC) services.
- Use backup and replication strategies that are designed to help ensure redundancy and fail-over protections during a significant processing failure.
- Maintain and regularly test disaster recovery plans to help ensure availability of information following interruption to, or failure of, critical business processes.

Confidentiality

- Maintain customer data as confidential and not disclose information to any unauthorized parties without written consent and notify customers should there be a breach of their data.
- Delete or return customer data upon contract termination or expiration in accordance to specified timeframes set out in the customer agreements.
- Delete customer data outside of scheduled data disposal periods upon request.

HubSpot establishes operational requirements that support the achievement of the principal service commitments, relevant laws and regulations, and other system requirements.

Such requirements are communicated in HubSpot's system policies and procedures, system design documentation, and contracts with customers. Information security policies define an organization-wide approach to how systems and data are protected. These policies include ones around how the service is designed and developed, how the system is operated, how the internal business systems and networks are managed and how employees are hired, trained, and managed. In addition to these policies, standard operating procedures have been documented on how to carry out specific manual and automated processes required in the operation and development of the HubSpot Platform.

In accordance with HubSpot's assertion and the description criteria, the aforementioned service commitments and requirements are those principal service commitments and requirements common to the broad base of users of the system and may therefore not fully address the specific service commitments and requirements made to system users individually.

Jackson Conner, jackson@caissons.com, 2025-09-29T10:32:55-05:00

Infrastructure and Software

HubSpot uses cloud storage and compute services from Amazon Web Services (AWS) and Google Cloud Platform (GCP), and data center hosting services from TierPoint, LLC. HubSpot does not own or maintain hardware located in the AWS and GCP data centers and operates under a shared security responsibility model, where AWS and GCP are responsible for the security of the underlying cloud infrastructure (i.e., physical infrastructure, geographical regions, availability zones, edge locations, operating, managing and controlling the components from the host operating system, virtualization layer and storage) and HubSpot is responsible for securing the application platform deployed in AWS and GCP (i.e., applications, identity access management, operating system and network virtual security groups configuration, network traffic, server-side encryption). HubSpot also does not own or maintain hardware located in the TierPoint data center and does not own any of the underlying infrastructure. Production servers and client-facing applications are logically and physically secured from HubSpot's internal corporate information systems.

A combination of internally-developed, externally-supported, and wholly-purchased applications support the HubSpot application platform, and is summarized as follows:

- The production infrastructure is centralized in AWS and GCP cloud hosting facilities and is managed by the HubSpot engineering team.
- The application platform utilizes containerized applications in a clustered environment for many services for security and reliability.
- Infrastructure Automation services are used to deploy and manage the lifecycle of public cloud instances with appropriate configuration and to prevent configuration drift.
- The job scheduler platform manages data feeds that run continuously, on-demand, or on a configured schedule.
- Automated segregation of duties (SoD) tools utilize branch protections in GitHub to enforce independent peer review and sign-off on high-risk changes as well as to perform evaluation tasks to detect potential security changes in a pull request before it is eligible for deployment to production.
- HubSpot's compliance system hosts, aggregates, and reports on access, change, and employee events.
- Multiple security zones are utilized to segment and administer the production environment.

HubSpot's core infrastructure is spread across multiple availability zones, with data centers in the United States (US), European Union (EU), Canada, and Australia. HubSpot's Infrastructure team monitors the performance of infrastructure resources and provides additional resources as capacity requires.

HubSpot has selected several vendors to provide important aspects of the application hosting framework used to support a robust cloud infrastructure for HubSpot applications. The production stack leverages the following services, provided by third parties:

- AWS: Core cloud hosting infrastructure based on AWS
- GCP: Supplemental cloud hosting infrastructure based on GCP
- Single Sign-On (SSO)
- Cloud based data warehousing: Customer reporting across data sets

These vendors help provide the platform with secure and reliable access to users, manageability by system administrators, and seamless upgradeability.

People

The following groups contribute to the management and oversight of our internal control environment:

- Board of Directors – responsible for overseeing the business on behalf of shareholders.

Jackson.Conner.Jackson@coalitionInc.com, 2025-09-29T14:32:58.057Z

- Executive Leadership – responsible for overseeing company-wide activities, establishing and accomplishing goals, and overseeing objectives.
- Systems Operations – responsible for managing and supporting HubSpot's corporate network and infrastructure.
- Legal – responsible for overseeing all legal matters affecting HubSpot, developing team strategy, and advising senior leadership.
- Internal Audit - Comprised of Internal Audit and Enterprise Risk:
    - Internal Audit – responsible for independent, objective assurance and consulting services designed to add value and improve HubSpot's operations.
    - Enterprise Risk – responsible for ensuring risks to the business are identified and effectively managed throughout the growth and evolution of the company.
- PeopleOps – responsible for developing and implementing HR policies, practices, and processes with a focus on key HR department delivery areas (e.g., talent acquisitions, employee retention, compensation, employee benefits, performance management, employee relations and training, and development).
- Engineering (Compliance Assurance) – responsible for identifying and monitoring technology risks, managing the assessment and mitigation of said risks and enforcing compliance of security issues and incidents throughout the service delivery infrastructure.
- Engineering (Product) – responsible for developing applications and services that compose the HubSpot Platform.
- Engineering (Platform Infrastructure) – responsible for managing and supporting tooling to build, deploy, run, and monitor the microservices and frontends that make up the HubSpot Platform.
- Engineering (Security) – responsible for managing and supporting tooling around the authentication, authorization, and provisioning for both internal use as well as for third-party cloud providers. Responsible for identifying, detecting, assessing, responding, and remediating security risks and incidents.
- Engineering (Data Infrastructure) – responsible for managing and supporting HubSpot's unified data platform.
- Customer Services – responsible for supporting and onboarding customers.
- Customer Support – responsible for providing technical support for customers to assist with the proper use of the HubSpot platform.

jackson.conners, jackson@caissaps.com, 2025-09-29T14:30:18.051Z

Procedures

Authentication and Authorization

Access to HubSpot internal systems is protected by multiple authentication layers. A valid unique username and password is required to access the HubSpot corporate network. To access key in-scope systems from outside the office, HubSpot personnel are required to first connect via encrypted remote access tools or Identity Aware Proxy (IAP) system using a username and password with non-replayable multi-factor authentication (MFA). The corporate platform is managed through AD and many key systems are integrated with AD. HubSpot employees are able to access the integrated systems through SSO. The engineering environment is logically segregated from the corporate environment and provides HubSpot personnel access to product infrastructure. Authentication to the product infrastructure is managed through an IDAM system. Authentication to the IDAM follows the same process of authenticating through a unique username and password as when in the HubSpot office. When accessing the IDAM remotely, a secure remote connection and MFA are required. Once authenticated, HubSpot personnel can access production systems. The authentication of each integrated system to the IDAM can vary, where certain systems are configured with a lightweight directory access protocol (LDAP) binding to the IDAM, while others use a privileged access management tool requiring an active IDAM account with specific group memberships. AWS requires a separate username and password paired with MFA. Tokens for application access to the secrets management system are distributed via the Infrastructure Automation system.

Management has restricted administrative access privileges within the production environment to authorized personnel. Administrative access to each in-scope system may be derived from assignment to privileged groups in AD or the IDAM; however, certain systems are restricted from having continuous administrative access. For these systems, a Just-In-Time Access (JITA) process is in place to request temporary administrative access for the purpose of performing job duties. Each JITA request is documented, tracked, and reviewed. Access is temporarily allowed and activity is logged for high risk actions performed during the session. After the configured session limit, access to the account expires and is automatically revoked.

A privileged access management (PAM) system is used to control access to secrets and passwords associated with service accounts, integrations, and interactive administrative accounts on supporting systems outside of the production Product environment. The PAM system permits members of small, trusted teams to access these secrets and passwords on a temporary basis which is preceded by an approved request. Access attempts are logged and the activity is monitored & reviewed retroactively.

Access Requests and Access Revocation

Processes have been established by HubSpot to manage user access requests, modifications, and deletions. The process varies based on the type of access needed and whether the system is related to corporate or product infrastructure. Administrative and high-risk access is either pre-authorized based on the employee's functional role in the Company or authorized through an in-workflow approval prior to provisioning. Users requesting a modification for additional access will follow the same process.

New access is detected automatically by the compliance system and, if appropriate, routed to the appropriate personnel for retroactive approval as well. Additionally, user access and permissions to the key in-scope systems are reviewed semi-annually to help ensure that only authorized individuals have access to key in-scope systems and that the access granted to these users is necessary for their job function. The same access review and re-approval process is automatically triggered when employees transfer to new roles, as reported in the HubSpot Human Resources Management System (HRMS).

Logical and physical access removal to the in-scope systems upon employee termination is also triggered automatically based on the integration with the HubSpot HRMS. If automated access removal is not technically possible, an automated notification is sent to the team responsible for access management requesting access removal.

Network and Data Security

Multiple access control lists (ACLs) are in place to protect the production network and are utilized to restrict access and filter unauthorized traffic. Restrictions are put in place for certain traffic to pass through the firewall to communicate with the production servers. Each firewall is configured to deny connections that are not explicitly authorized by the security groups ruleset. In addition, the firewall rulesets are reviewed on an annual basis to help ensure that only necessary connections are configured. The reviews certify that the implemented firewall policies and rules function as intended. A WAF solution is also in place to protect hosted customer websites and other internet-accessible applications. The WAF is designed to identify and prevent attacks against publicly available network services. Instances within the HubSpot production environment are hardened in accordance with applicable benchmark settings issued by the Center for Internet Security (CIS). Operating systems used in production are scanned on a monthly basis for compliance against the CIS benchmark.

To further protect the network, endpoint detection and response solutions are installed on the company-owned laptops and corporate network Windows/Linux servers. The endpoint detection and response solutions are configured to detect and prevent malicious activity on registered endpoints, including scanning for and blocking access to malicious content and execution of high-risk applications. Endpoints are configured for full disk encryption and to time-out a user's session after 20 minutes of inactivity. Security checks are also performed on company and personal (BYOD) endpoints attempting to connect to the SSO provider. Devices that do not meet security standards are blocked from logging into the SSO provider. Encryption is also utilized on web servers for web communication sessions. Additionally, an email security solution is used to monitor for and block malicious email, and scan for malicious URLs and attachments within emails. HubSpot also performs periodic phishing simulation exercises to refresh and reinforce employee training and awareness of phishing attacks.

To protect customer data, HubSpot stores data on encrypted disks where access to the cryptographic keys is restricted to authorized personnel. Data residing both in AWS and in GCP is encrypted at rest.

jackson.thomas.jackson@caissa.com 2025-09-29 13:58:05 UTC

Media Handling and Disposal of Data

Asset disposal procedures are in place to guide personnel in disposing of technology equipment when they reach the end of their life. HubSpot relies on disk encryption and the established AWS and GCP secure media disposal processes to help ensure safe decommissioning.

HubSpot maintains a data subject request form for requests from customers and prospects regarding data deletion, portability, and general inquiries. The HubSpot Legal and Compliance team monitors and tracks the requests through completion. Datastores that contain customer data are configured to listen for message streams that indicate a deletion request and delete the data. This configuration is monitored, and any discrepancies in configuration will generate a ticket for investigation and remediation.

Change Management

The HubSpot system development process is a formalized, process-driven approach intended to maintain the stability of production systems. This process dictates how changes to HubSpot-developed systems are documented, tested, reviewed, approved, and deployed. Program change documents and security best practices are documented on the HubSpot intranet and within the Engineering documentation repository.

HubSpot follows a standard GitHub Pull Request development process for internally developed high-risk system changes wherein engineers create feature branches, work on them until a change is ready to be released, and then create a pull request. The pull request is used as a mechanism to seek feedback from other engineers, acquire approvals for high-risk changes, and discuss any changes before the code is merged back into the master branch of the code repository. HubSpot uses a combination of GitHub features such as status checks and protected branches to automatically enforce a series of checks that must be completed before a pull request is eligible to be merged into the master branch. Checks include code review, testing (where applicable), and merge approval from an engineer who did not author the change or commit the code. To automate the deploy process, continuous integration and deploy tools are used, including building, testing, tagging, versioning and releasing deployable artifacts to production. Access to implement changes into the production environment is restricted to authorized personnel and segregated from the development environment. For internally developed changes, only signed deployables are allowed to run in the production environment.

Emergency changes follow a similar process to standard development with the exception that approvals do not need to be provided in advance of a production deployment. In an emergency scenario, engineers have the ability to "self-sign" their code which will trigger the creation of an incident in HubSpot's compliance system. Each such incident requires retroactive review and approval by Engineering management.

HubSpot utilizes a configuration management tool to help ensure baseline configurations are consistently applied. In the event that a production server deviates from the baseline configuration, it will be overwritten with the baseline configuration within 30 minutes.

Manual/third-party system configuration changes are authorized, designed, developed, and managed through change ticket approval workflows or compliance system review workflows.

Data Backup and Disaster Recovery (DR)

Key systems are backed up on a regular basis with established schedules and frequencies. Backups are monitored for successful execution, and alerts are generated in the event of an unsuccessful execution. Failure alerts are escalated, investigated, and resolved.

Data is backed up at least daily, and most data is backed up more frequently to AWS in order to permit the resumption of operations in the event of a disaster. Monitoring is in place and alerts automatically inform the responsible team if the replication job fails so teams can triage. Additionally, backups are copied periodically to an alternate AWS region located within the jurisdiction of the primary AWS data center to help ensure recovery in the event of a complete regional outage.

HubSpot has a disaster recovery plan that details how the Company sustains internal corporate and product infrastructure in the event of a disaster. The disaster recovery plan is documented, updated, and tested annually.

Jackson.Comers, jackson@saplocal.com, 2019.09.09 14:25:39 -05'17'

Each system has mapped-out recovery test steps and is tested against a predefined Recovery Time Objective (RTO) and Recovery Point Objective (RPO). Disaster recovery testing methods include:

- Desk check – stakeholders review the content of a disaster recovery plan.
- Automated Backup Testing – a scheduled job is developed to automate the restoration of a recent backup as a test of the recovery process.
- Table-top exercise – members of the disaster recovery team gather and roleplay a disaster scenario.
- Simulation test – support personnel meet while a disaster is simulated.

Incident Response

Data breach response and incident response policies and procedures are in place to manage unexpected incidents impacting the business and are provided to internal users to aid in identifying and reporting failures, incidents, concerns, and other complaints. These procedures are reviewed and tested on an annual basis to help ensure they are effectively meeting business objectives.

The identification of and response to a critical situation (CritSit) follows multiple steps. When an event is first reported, the event is triaged and classified. For events that are classified as incidents, personnel utilize a CritSit repository to document the incident and subsequent steps. Individuals are involved as necessary for containment, eradication, recovery, and corrective action to restore services and mitigate risks. For each CritSit, a postmortem is run to identify actions that can be taken to prevent future outages. Corrective measures or changes that occur because of CritSits and identified deficiencies follow the standard change control process.

CritSits are classified by severity. CritSits range from SEV-1 to SEV-5, and additionally include a SEV-NA category. A classification of SEV-1 is critical while SEV-5 is minor customer impact; SEV-NA indicates no customer impact. Triage and tactical members, including members of the Legal - Privacy, Security & Risk, Corporate Security, Trust & Safety and/or Infrastructure Security teams are notified when CritSits are further escalated as the result of potential or confirmed unauthorized access to HubSpot Product or Corporate infrastructure. Potential and confirmed personal data breaches are managed through closure in a system that facilitates both legal and security responses and the documentation of any such breach.

System Monitoring

HubSpot utilizes monitoring software to help detect potential anomalous activity related to security, such as product abuse, malicious activity, and login/user anomalies, as well as availability-related issues. Anomalous events are flagged within the software and organized by severity, time of appearance, and the search that detected them. Each event is reviewed by the impacted system's owning team and is tracked through closure. If an event indicates significant Customer impact, a CritSit may be opened. Anomalous activity has also been defined to include policy/configuration changes and anomalies in critical systems impacting the availability of the HubSpot product.

Additional system monitoring includes internal vulnerability scans over AWS, web application vulnerability scans over the HubSpot product, as well as penetration testing for HubSpot products and infrastructure. Vulnerability scans are configured to scan for exploitable vulnerabilities on a daily basis. Remediation tickets are automatically created from the vulnerability scans. Findings from the vulnerability scans are triaged for false positives, and tickets are created for true vulnerabilities and monitored through resolution. Remediation tickets are created from the penetration testing report findings and are triaged and monitored through resolution.

Jackson Conversion@caissalps.com 2025-04-04 12:32:50 0517Z

Data

The following table describes the information used and supported by the system.

Data Used and Supported by the System		
Data Description	**Data Reporting**	**Classification**
Customer contract information Disaggregated / identified Customer contact data Customer Intellectual Property or business data Customer communications (chat transcripts, AI prompts, email bodies, email attachments, etc.)	Private Customer and Company Data	Restricted
Customer “Deal Data” App usage data – Identified Customer support requests Online identifiers (IP addresses, cookie info, etc.) for HubSpot users Aggregated / de-identified customer data Metadata about customer communications (time, to/from, etc.)	Contact Insights and Browsing Information	Confidential
Customer names Aggregated / de-identified HubSpot usage data	Anonymized Data	Internal Only
Company names Other general information	Public Data	Public

Subservice Organizations

The cloud storage, compute services, and data center hosting services provided by AWS, GCP, and TierPoint were not included within the scope of this examination. The following table presents the applicable Trust Services criteria that are intended to be met by controls at AWS, GCP, and TierPoint, alone or in combination with controls at HubSpot, and the types of controls expected to be implemented at AWS, GCP, and TierPoint to meet those criteria.

Control Activities Expected to be Implemented at Subservice Organizations	Applicable Trust Services Criteria
AWS and GCP are responsible for managing logical access to the underlying network, virtualization management, and storage devices for its cloud hosting services where HubSpot applications reside.	CC6.1 – CC6.3, CC6.6
AWS, GCP, and TierPoint are responsible for restricting physical access to data center facilities, backup media, and other system components including firewalls, routers, and servers.	CC6.4 – CC6.5
AWS and GCP are responsible for implementing controls for the transmission, movement, and removal of the underlying storage devices for its cloud hosting services where HubSpot systems reside.	CC6.7
AWS and GCP are responsible for monitoring anomalies that are indicative of natural disasters within the data centers as well as physical access to data center facilities, backup media, and other system components including firewalls, routers, and servers.	CC7.2

Jackie Connerstadson@caissons.com, 2025-09-29T14:32:58.051Z

Control Activities Expected to be Implemented at Subservice Organizations	Applicable Trust Services Criteria
AWS, GCP, and TierPoint are responsible for ensuring the data center facility is equipped with environmental security safeguards and utilizing an environmental monitoring application to monitor for environmental events.	A1.2

Complementary Control Responsibilities at User Entities

HubSpot's controls are designed to provide reasonable assurance that the principal service commitments and system requirements can be achieved without the implementation of complementary controls at user entities. As a result, complementary user entity controls are not required, or significant, to achieve the principal service commitments and system requirements based on the applicable trust services criteria.

However, in order for user entities to benefit from the HubSpot Platform system and its controls, the following responsibilities should be considered by user entities:

#	Control Responsibilities to be Considered by User Entities	Related Applicable Trust Services Criteria
1.	User entities are responsible for implementing controls to ensure that identity and entitlement grants on their HubSpot instance are appropriately authorized prior to provisioning.	CC6.2 - CC6.3
2.	User entities are responsible for enforcing multi-factor authentication (through HubSpot or Single Sign-On) to access their HubSpot portal and avoid simple password-based authentication.	CC6.1, CC6.6 - CC6.7
3.	User entities are responsible for implementing controls to ensure that access is deprovisioned when users are no longer authorized to access their HubSpot portal.	CC6.2 - CC6.3
4.	User entities are responsible for the integrity, accuracy, and completeness of data entered into HubSpot.	CC6.7
5.	User entities are responsible for reviewing events in their portal logs and reporting suspicious account activity or potential security incidents to HubSpot.	CC6.6, CC6.8, CC7.1 - CC7.2
6.	User entities are responsible for reviewing and authorizing third-party integrations, including those in the HubSpot Marketplace.	CC6.6
7.	User entities are responsible for adhering to HubSpot's terms of service.	CC6.7
8.	User entities are responsible for reviewing HubSpot's subprocessors relevant to features used by the user entity and opting in to subprocessor change notifications.	CC9.2

jacksonconnersjackson@crissaps.com 2025-03-27T14:32:58.000Z

Trust Services Criteria Not Applicable to the In-Scope System

All criteria within the security, availability, and confidentiality categories are applicable to the HubSpot Platform system.

Hubspot Compliance FAQs

HubSpot Compliance FAQs

Last Update: June 2025

We get a number of questions about HubSpot's compliance posture, and so have created this guide to address queries that come up frequently. For more information about HubSpot's security, privacy, and compliance programs, please see the HubSpot Trust Center.

jackson.loomers, jackson@caissapc.com 2025-09-29T14:28:39.488Z

SOC 2 Report

1. What is new in our 2025 SOC 2 report?

- HubSpot has added enhancements to several existing controls and added several net-new controls to the 2025 SOC 2 Type 2. These enhancements were made to strengthen HubSpot's posture on security, availability, and confidentiality and to enhance customer trust and assurance that their data is protected.

Control Activity Specified by the Service Organization	Applicable Trust Services Criteria	Change from 2023 SOC 2 Type II
Corporate and security policies are stored within a centralized repository and made available to employees.	CC1.4 CC2.2 CC5.3	Net-New Control
Control owners or other responsible parties review and provide updates to key control narratives on a quarterly basis. The Compliance Assurance team reviews the suggested changes and updates the control narratives if applicable.	CC4.1	Net-New Control
Documented electronic session policies and procedures are in place that includes the termination of sessions after a predetermined time of inactivity.	CC6.1	Net-New Control
Security checks are performed on mobile devices and laptops prior to accessing	CC6.7	Net-New Control

company systems and data. Non-compliant devices are blocked.	CC6.8	
Disk encryption software is utilized on all workstations to help ensure that data is secured in the event that a workstation is lost or stolen.	CC6.7 CC6.8	Net-New Control
HubSpot runs a bug bounty program which allows external parties to identify and report vulnerabilities or bugs within the HubSpot product. Confirmed findings are tracked to remediation.	CC7.1 CC7.2	Net-New Control
Management requires full-time employees to complete the Code of Business Conduct and Ethics training as part of the employee onboarding process **and annually thereafter.** Legal personnel review the training log quarterly to help ensure that new hires completed the onboarding training within 90 days of hire and followed up on any exceptions.	CC1.1	Control updated (see **bold** for additions)

Jackson Goines, jackson@cissaps.com, 2025-09-29T14:28:39.488Z

- Our report covers all systems and subprocessors that support and deliver feature functionality for all features that have launched in General Availability (GA) on or before 4/30/2025. Features and functionality that have launched in GA on or before 4/30/2025 (Including Breeze and our three new Regional Data Centers) are now covered by our report.
    - **Note:** Any features that were in alpha or beta as of 5/1/2025 are not covered under the scope of the report. Please refer to the Useful Resources section below for a link to subscribe to HubSpot Subprocessor updates.

2. What is SOC 2 and what value does it bring to HubSpot?

SOC stands for "Service Organization Control," and its associated report is issued by an independent auditor. The independent auditor uses the SOC 2 framework to assess how well a service provider complies with one or more of the following trust principles: security, availability, confidentiality, processing integrity and privacy. The SOC 2 examination process is used to demonstrate that the service organization (in this case HubSpot) has

effective controls in place to reduce the risks associated with the delivery of products or services they provide.

HubSpot has obtained a SOC 2 Type 2 report, which attests to the controls in place governing the availability, confidentiality, and security of customer data. These controls map to the Trust Service Principles (TSPs) established by the American Institute of Certified Public Accountants (AICPA). We invite our customers to review a copy of our SOC 2 Type 2 report by downloading it from HubSpot Trust Center.

3. What is the difference between SOC 2 Type 1 and SOC 2 Type 2 report?

The key difference between the two reports is that a SOC 2 Type 1 report verifies that the service provider has the right controls in place. A SOC 2 Type 2 report attests that the right controls are in place, and also that the controls operate effectively over time. We can see this difference in how each report is audited. A SOC 2 Type 1 report is audited at one specific point in time. A SOC 2 Type 2 report is audited over a period of time, typically six months or one year.

4. Does HubSpot have a SOC 1 report?

HubSpot does not currently offer a SOC 1 report. However, a SOC 2 Type 2 report covers a number of related (and at times, overlapping) IT risks. Please refer to the HubSpot Trust Center to obtain our SOC 2 Type 2 report.

5. What is the difference between a SOC 2 report and a SOC 3 report?

The key difference between a SOC 2 and a SOC 3 report is the level of detail and accessibility of the information provided.

A SOC 2 report is a more comprehensive examination of an organization's internal controls related to security, availability, confidentiality, processing integrity, and/or privacy. A SOC 2 report is more detailed and provides a more comprehensive understanding of an organization's controls. SOC 2 reports are issued to the organization being audited and can be requested from the organization, but are not generally available to the public.

Jackson Conners, jackson@caissaps.com 2025-03-20T14:28:39.488Z

On the other hand, a SOC 3 report is a simplified version of the SOC 2 report and provides only a summary of the organization's controls and processes. It focuses on the organization's controls at a high-level, without providing the same level of detail as the SOC 2 report. SOC 3 reports are typically made available to the public.

6. Does HubSpot have a SOC 3 report?

Yes. The SOC 3 report can be downloaded from the HubSpot Trust Center.

7. When is the SOC 2 report released?

HubSpot SOC 2 reports are usually released on an annual basis. The availability of the new report depends upon the audit period. HubSpot's most current SOC 2 report can be found in the HubSpot Trust Center. You can subscribe to the Trust Center updates within the Trust Center and be notified when new reports are released.

8. What period of time does the SOC 2 report cover and does it expire?

SOC 2 Type 2 reports cover a specific lookback period, typically a year. For HubSpot's report, the lookback period is May 1 - April 30. Once the period ends, the audit begins and takes a few months, and then the new report is released. SOC 2 reports don't "expire," because they are always going to cover a previous time period. Please see FAQ #8 for more information.

9. What is a bridge letter and why would a customer request them?

A bridge letter is a document used to "bridge" the gap between the end of a prior reporting period and the issuance of the new SOC 2 report.

The purpose of a bridge letter is to provide an understanding of the changes, if any, that have taken place between reporting periods and to ensure continuity of information for customers and prospects.

You may obtain HubSpot's bridge letter directly from the HubSpot Trust Center. Updated bridge letters are published on a quarterly cadence.

Jackson Conners, jackson@calsaas.com, 2025-09-09T17:28:39.483Z

10. Can HubSpot provide other vendor's SOC 2 reports?

No. Due to our agreements with our service providers, HubSpot is unable to share their confidential compliance documentation on their behalf. HubSpot's third party risk management controls are included in the scope of our SOC 2 report, and include initial and annual security reviews for vendors which process customer data.

HIPAA

HubSpot undergoes an annual HIPAA Type 1 assessment with an independent assessor to demonstrate our adherence to the HIPAA Security and Breach Notification Rules.

The attestation applies to covered services for Protected Health Information (PHI) subject to the Health Insurance Portability and Accountability Act (HIPAA). Please see our Sensitive Data Terms for the full list of permitted services and covered data: https://legal.hubspot.com/sensitive-data-terms.

Jackson Coumrs jackson@carssaps.com, 2025-05-29T14:26:39.488Z

Other Regulations and Frameworks

1. Does HubSpot have ISO 27001 certification?

No. HubSpot and its products are not certified against ISO 27001 standards. However, our SOC 2 Type 2 provides assurance of the security, availability, and confidentiality of the HubSpot Platform. We encourage you to obtain and review a copy of our SOC 2 report from the HubSpot Trust Center.

2. Is HubSpot PCI DSS compliant? Does HubSpot process credit card information?

Yes, HubSpot is PCI DSS compliant because HubSpot does not directly process or store credit card information.

Commerce Hub offers two payment processing options to customers: HubSpot payments and Stripe payment processing. Both of these options use infrastructure provided by Stripe, Inc., a leading provider of digital payments infrastructure. Stripe's infrastructure is certified

to comply with the Payment Card Industry's Data Security Standards (PCI-DSS) Level 1, the payment industry's highest level of protection. As part of our payments offerings, HubSpot does not store, process, or collect credit card information submitted to us by customers. For HubSpot payments and Stripe payment processing, we qualify for completion of a SAQ-A which we submit to our payment processor. The SAQ-A report for each payment product is available on the HubSpot Trust Center.

Customers who have a Stripe account may obtain Stripe's compliance documentation, including PCI AOC, SOC 1, and SOC 2 reports, from their Stripe portal.

HubSpot is unable to provide Stripe's SOC 1 or SOC 2 reports to customers or prospects who do not have a direct relationship with Stripe. Stripe's PCI compliance status can be found on the Visa PCI service provider registry.

3. Is HubSpot SOX compliant?

Yes. Public information about HubSpot's SOX compliance is available as part of our SEC filings. Our SEC filings and financial reports are publicly available on our Investor Relations page.

4. Is HubSpot FedRamp compliant?

No. HubSpot is not a FedRAMP authorized provider. However, has obtained SOC 2 Type 2 certification. We invite customers to obtain a copy of our SOC 2 Type 2 and SOC 3 reports by downloading it from the HubSpot Trust Center.

5. Is HubSpot ITAR compliant?

HubSpot is not ITAR compliant and has never been formally or informally assessed against NIST 800-171. However, we do incorporate NIST recommendations into our security program and controls.

Jackson Conners jackson@caissaps.com 2025-09-29T14:28:39.488Z

Useful Resources

HubSpot Trust Center Documents

Security & Compliance Overview	Details the Security Controls that we use to safeguard our customers' and users' data.
Network Diagram	HubSpot maintains detailed information and diagrams about its network architecture. A high level Customer Network Diagram is available for customers and prospects.
Penetration Test Reports	HubSpot engages with industry-recognized, third-party penetration testing vendors to perform penetration tests against HubSpot's corporate infrastructure and web applications at least once per year. Our latest Corporate and Application Penetration Test Summaries are available for download.
SOC 2 Report Type 2	HubSpot is audited annually as part of SOC 2 compliance to attest to our controls in the domains of security, availability, and confidentiality. Our SOC 2 Report is available for request.
SOC 3 Report	The SOC 3 is a general-use report that attests to HubSpot's completion of our SOC 2, and our commitment to the security, availability, and confidentiality of customer data.
SOC 2 Report Bridge Letter	A bridge letter is a document that informs users of our SOC 2 report of

Jackson Conners, jackson@caissaps.com 2025-09-21T14:20:30.488Z

	changes, if any, regarding HubSpot's services and the related controls, for the period of time that has elapsed since the end of the review period.
Transfer Impact Assessment (TIA)	Our Transfer Impact Assessment contains more in depth information to support customers conducting a risk assessment of transferring data outside of the EU.
Certificate of Liability	Our Certificate of Insurance outlines our coverage.
Data Processing Agreement	Our Data Processing Agreement sets out how we process Personal Data on your behalf in connection with the Subscription Services provided to you under our agreement with you and how we process Controller Personal Data when you use certain enrichment products and our Hubspot tracking code. We've also made a signed version available for public download.
Data Privacy FAQ	The Data Privacy FAQ further provides information to address common questions regarding our Data Processing Agreement (DPA) and is available.
CAIQ	We have a pre-completed CAIQ questionnaire available for download.
SIG Lite	We have a pre-completed SIG Lite questionnaire available for download.

Jackson Conners, jackson@caissaps.com, 2023-09-29 14:28:39 4867

Legal Documents

HubSpot Data Processing Agreement	https://legal.hubspot.com/dpa
HubSpot Regional Hosting Policy	https://legal.hubspot.com/hubspot-regio

	nal-data-hosting-policy
HubSpot Privacy Policy	https://legal.hubspot.com/privacy-policy
HubSpot Customer Terms of Service	https://legal.hubspot.com/terms-of-service
Product Specific Terms	https://legal.hubspot.com/product-specific-terms
HubSpot Cookie Policy	https://legal.hubspot.com/cookie-policy

Relevant Knowledge Base Articles

Knowledge Base: Data Privacy Resources	https://knowledge.hubspot.com/privacy-and-consent/gdpr-resources
Knowledge Base: Cookies Set in a Visitor's Browser	https://knowledge.hubspot.com/privacy-and-consent/what-cookies-does-hubspot-set-in-a-visitor-s-browser
Knowledge Base: Cookies Set on HubSpot's Websites	https://knowledge.hubspot.com/privacy-and-consent/hubspot-cookie-security-and-privacy
Knowledge Base: Customize Your Cookie Tracking Settings	https://knowledge.hubspot.com/privacy-and-consent/customize-your-cookie-tracking-settings-and-consent-banner
Knowledge Base: HubSpot Cloud Infrastructure and Data Hosting FAQs	https://knowledge.hubspot.com/account/hubspot-cloud-infrastructure-and-data-hosting-frequently-asked-questions
Knowledge Base: Perform a Permanent Delete in HubSpot	https://knowledge.hubspot.com/privacy-and-consent/how-do-i-perform-a-gdpr-delete-in-hubspot
Knowledge Base: Resources to Export Customer Data	Export Your Content Data: https://knowledge.hubspot.com/account/export-your-content-and-data Export Contacts, Companies, Deals, or Tickets: https://knowledge.hubspot.com/crm-setup/export-contacts-companies-deals-or-tic

Jackson Conners Jackson@caissaps.com 2023-09-29T14:28:39.188Z

	kets Export Your Ads Campaign Data: https://knowledge.hubspot.com/ads/export-your-ads-campaign-data Export Your Overall Email Performance Data: https://knowledge.hubspot.com/email/how-do-i-export-my-overall-email-performance-data

Other Resources

HubSpot Investor Relations	https://ir.hubspot.com
HubSpot GDPR Guidance	https://www.hubspot.com/data-privacy/gdpr
HubSpot Security, Privacy and Control	https://legal.hubspot.com/security
HubSpot's EU Data Center FAQs	https://www.hubspot.com/eu-data-centre
Hubspot's GDPR Product Readiness	https://www.hubspot.com/data-privacy/gdpr/product-readiness
HubSpot Data Disclosure Policy and Transparent Report	https://legal.hubspot.com/en/data-disclosure-policy-and-transparency-report
Subscribe to Subprocessor Updates	https://legal.hubspot.com/subscribe-subprocessor-updates

Jackson Connell, jackson@caissaps.com, 2025-09-29T14:28:39.482Z

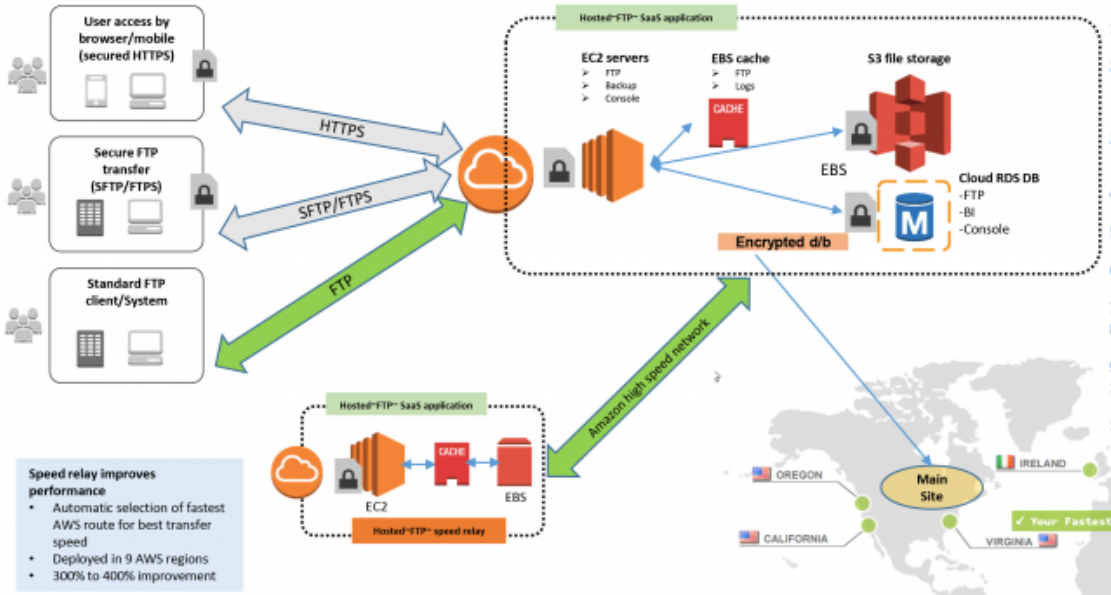
FTP Server Security Diagram

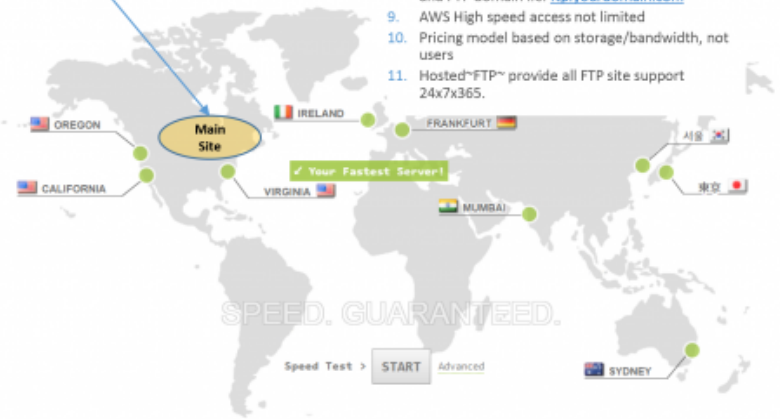
AWS Reference Architectures
Amazon EC2
Amazon EBS
Elastic Load Balancing
Amazon S3

Hosted~FTP~ Multi-tenant Cloud Solution

Hosted~FTP~ SaaS configuration

High Speed FTP site infrastructure in secure, reliable Amazon Web Services (AWS) locations only.





Benefits of Hosted~FTP~ Cloud services

1. All infrastructure is in the Cloud; removes exposure to internal networks
2. Hosted~FTP~ SaaS deployed and securely manages all FTP data traffic to FTP site RDS database. All data is stored on S3 and accessed from this site.
3. *Data encrypted in transit, on arrival and at rest in AWS S3 storage (256 bit AES). Includes files, credentials, file-names/folder-names*
4. Eliminates impact of FTP file transfers from clogging up the corporate intranet.
5. Support for FTP, SFTP, FTPS protocols and FTP client/FTP script access
6. Supports HTTPS browser access, including most mobile devices
7. Highly reliable and available (SLA > 99.95%)
8. Fully branded account including browser look/feel and FTP domain i.e. ftp.yourdomain.com
9. AWS High speed access not limited
10. Pricing model based on storage/bandwidth, not users
11. Hosted~FTP~ provide all FTP site support 24x7x365.

Major features & options

FTP Speed relay performance

our unique speed relay infrastructure automatically selects the closest entry point for maximum speed/transfer performance

Cyber Security Coverage

at bay

Cyber

Insurance Policy



at bay

Cyber Insurance Policy Declarations

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus lines coverage pursuant to the Tennessee insurance statutes.

This Cyber Insurance **Policy** is issued and delivered as surplus lines coverage pursuant to applicable surplus lines statutes. The surplus lines broker responsible for placement of this coverage is responsible for compliance with applicable surplus lines laws and regulations including completion of any declarations/affidavits and payment of any taxes.

This **Policy** contains one or more Insuring Agreements, some of which provide liability for **Claims** first made against any **Insured** during the **Policy Period**, or any applicable Extended Reporting Period, and reported to us pursuant to the terms of this **Policy**. **Claim Expenses** shall reduce the applicable **Aggregate Limit of Insurance** and Sub-Limits of Insurance and are subject to the applicable **Retentions**. Please read the entire **Policy** carefully.

Policy Number:	AB-6617380-04
Policy Issue Date:	12/30/2024
Home State:	TN
Licensed Surplus Lines Producer:	Pathpoint Insurance Services 200 Pine Street, Suite 200 San Francisco, CA 94104

This Declaration is attached to and forms part of the **Policy**.

ITEM 1:	**Named Insured:**	Caissa Public Strategy, LLC
	DBA:	Not Applicable
		5100 Poplar Avenue, Ste 1720 Memphis, TN38137
ITEM 2:	**Policy Period**:	
	Effective Date:	01/13/2025 at 12:01 AM local time of the **Named Insured**
	Expiration Date:	01/13/2026 at 12:01 AM local time of the **Named Insured**
ITEM 3:	**Policy** Premium:	$1,483.00
	Embedded Security Fee:	$60.00
	Total Policy Cost:	$1,543.00
ITEM 4:	**Aggregate Limit of Insurance**:	$1,000,000.
ITEM 5:	Notice of **Claim** or **Cyber Event**	claims@at-bay.com At-Bay Insurance Services, LLC 1 Post Street, 14th Floor San Francisco, California 94104

Premium:	$1,483.00
Broker Fee:	$ 150.00
Carrier Fee:	$ 60.00
Surplus Lines Tax (5%):	$ 84.65
Clearinghouse Fee :	$ 2.96
Total Cost to Insured:	**$1,780.61**

If the amount for ITEM 3, Embedded Security Fee is displayed as “N/A”, there is no charge and no **Embedded Security** applicable to this **Policy**. **Embedded Security** includes access to At-Bay Stance™ Exposure Manager and At-Bay Stance™ Managed Security as described in the Embedded Security endorsement.

at bay

ITEM 6: Insuring Agreements, Sub-Limits of Insurance, and **Retentions** included:

Insuring Agreements:	Inclusion:	Sub-Limits of Insurance:	**Retentions**:
A. Information Privacy			
A.1. Information Privacy Liability	Included	$1,000,000.	$2,500.
A.2. Regulatory Liability	Included	$1,000,000.	$2,500.
A.3. Event Response and Management	Included	$1,000,000.	$2,500.
A.4. PCI-DSS Liability	Included	$1,000,000.	$2,500.
B. Network Security			
B.1. Network Security Liability	Included	$1,000,000.	$2,500.
B.2. Event Response and Recovery	Included	$1,000,000.	$2,500.
C. Business Interruption			
C.1. Direct Business Interruption	Included	$1,000,000.	$2,500.
C.2. Contingent Business Interruption	Included	$1,000,000.	$2,500.
D. Cyber Extortion			
D.1. Cyber Extortion	Included	$1,000,000.	$2,500.
E. Financial Fraud			
E.1. Social Engineering	Included	$100,000.	$2,500.
E.2. Computer Fraud	Included	$100,000.	$2,500.
F. Media Content			
F.1. Media Liability	Included	$1,000,000.	$2,500.
F.2. Media Event Response	Included	$1,000,000.	$2,500.

If any Inclusion field for an Insuring Agreement is displayed as “Not Included,” there is no coverage for such Insuring Agreement.

ITEM 6: Continued

Insuring Agreement:	Inclusion:	Sub-Limit of Insurance:	Retention:
G. Reputational Harm			
G.1. Reputational Harm	Included	$1,000,000.	$2,500.

If, in ITEM 6 Continued, the Inclusion field for the G.1. Reputational Harm Insuring Agreement is displayed as "Not Included," there is no coverage for such Insuring Agreement.

Reputational Harm Indemnity Period:
180 days.

System Failure Enhancement to Business Interruption Insuring Agreements I.C.1. and I.C.2.

System Failure **Policy** Form:	Inclusion:
Contingent and Direct System Failure:	Included
System Failure Coverage Details:	**Value:**
Direct System Failure Limit:	$1,000,000.
Contingent System Failure Limit:	$1,000,000.
System Failure Waiting Period:	8 hours.
Contingent Non-IT Provider Business Interruption Limit	$1,000,000.
Contingent Non-IT Provider System Failure Limit	$1,000,000.

If the Inclusion field for the Contingent and Direct System Failure **Policy** Form is displayed as "Not Included," it is not included as part of this **Policy**.

Ransomware Event Coverage Details:	Value:
Ransomware Event Sub-Limit Endorsement	
Ransomware Sublimit	Full Limit

ITEM 7: Claims Made Dates:

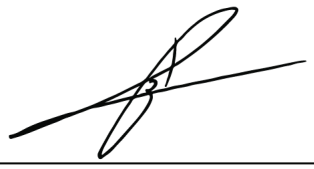
Claims Made Dates:	Date:
Retroactive Date:	Not Applicable
Continuity Date:	01/13/2022
Prior and Pending Litigation Date:	01/13/2022

ITEM 8: **Policy** Forms:

Form Title:	Form Identification:	Form Edition Date:
Cyber Insurance Policy Declarations	AB-CYB-004	05/2024
Cyber Insurance Policy	AB-CYB-001.2	08/2023
Service of Process Endorsement	AB-CYB-029.2	12/2023
Reputational Harm Insuring Agreement	AB-CYB-034	03/2022
War & Cyber Terrorism Enhancement	AB-CYB-064	03/2022
California Consumer Privacy Act Enhancement	AB-CYB-062	03/2022
Law Enforcement Cooperation Enhancement	AB-CYB-066	03/2022
Voluntary & Preventative Shutdown Coverage	AB-CYB-063	03/2022
Financial Fraud Funds or Securities Endorsement	AB-CYB-050	03/2022
Social Engineering Forged Instruments Carveback	AB-CYB-065	03/2022
Explicit Bricking Coverage Endorsement	AB-CYB-044	03/2022
Affirmative Pay-On-Behalf Intent (1st Party)	AB-CYB-058	03/2022
HIPAA/HITECH Betterment Coverage ($25,000)	AB-CYB-060	03/2022
PCI-DSS Betterment Coverage ($25,000)	AB-CYB-081	03/2022
Enhanced Settlement Provision (90/10)	AB-CYB-054	03/2022

Affirmative Voluntary Notification Costs ($100k)	AB-CYB-056	03/2022
Contingent Bodily Injury Coverage (Sub-Limit)	AB-CYB-068	03/2022
Invoice Manipulation Coverage	AB-CYB-059	05/2024
Funds Transfer Fraud Coverage	AB-CYB-061	03/2022
CryptoJacking & Utility Coverage (Full Limits)	AB-CYB-067	03/2022
Breach Costs Outside (Additional Limit)	AB-CYB-069	03/2022
OFAC Exclusion Endorsement	AB-CYB-095	03/2022
Government Action & Licensing Exclusion	AB-CYB-096	03/2022
Amendment to Pollution and Nuclear, Biological, and Chemical Contamination Exclusions Endorsement	AB-CYB-097	03/2022
Biometric Privacy Violation Exclusion	AB-CYB-098	08/2023
Business Interruption Waiting Period Endorsement	AB-CYB-084	05/2023
Contingent and Direct System Failure (for use with Business Interruption Waiting Period Endorsement)	AB-CYB-085	05/2024
Contingent Non-IT Provider System Disruption (for use with Direct and Contingent System Failure Endorsement)	AB-CYB-117	05/2024
Embedded Security Endorsement	AB-CYB-111	05/2023
Notice to Policyholders - Disclosure Pursuant to Terrorism Risk Insurance Act	ABC-XXX INT N0001 SL	06/2024

Authorized Signature: At-Bay Specialty Insurance Company

	
Rotem Iram President	**Roman Itskovich** Chief Risk Officer

In witness whereof, At-Bay Specialty Insurance Company has caused this **Policy** to be signed by its authorized officers.

At-Bay Cyber Incident Roadmap

Notify claim to **claims@at-bay.com**

If you're experiencing a ransomware attack or other system interruption that requires immediate attention, call the At-Bay breach coach: **650.850.5408**

At-Bay Claims will reach out to the insured and determine which, if any, partners are needed

At-Bay Claims (and the breach coach in the event of a ransomware attack or other system interruption) assembles a response team and initiates response to the incident

At-Bay Claims provides an aligned incident response team to handle all aspects of the incident from the beginning to the end of the claim

This document is intended for information purposes only and does not modify or invalidate any of the provisions, exclusions, terms or conditions of the policy and endorsements. For specific terms and conditions, please refer to the coverage form. ©2023 At-Bay. All Rights Reserved.

at bay

Cyber Insurance Policy

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

Considerations:

Wherever appearing throughout this **Policy**, the words "we," “us,” and "our" refer to the insurer providing this insurance and “Declaration” and “Declarations” refer to the Cyber Insurance Policy Declarations. Terms which appear in bold face type shall have the meanings set forth in Section V. Definitions.

In consideration of payment of the premium, in reliance upon all information provided to us within the **Application**, and pursuant to the terms, conditions, exclusions, limitations, restrictions, and applicable **Retentions** of this **Policy**, we and the **Insureds** agree as follows:

at bay

I. Insuring Agreements

Coverage is afforded pursuant to those Insuring Agreements included under this **Policy**, displayed as "Included" in ITEM 6 of the Declarations, and for **Claims** and **Cyber Events** reported to us pursuant to the terms of this **Policy**:

A. INFORMATION PRIVACY

1. Information Privacy Liability

   We shall pay on behalf of the **Insured**, all **Claim Expenses** and **Damages** resulting from a **Claim** first made against any **Insured** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for an **Information Privacy Wrongful Act**.

2. Regulatory Liability

   We shall pay on behalf of the **Insured**, all **Claim Expenses**, **Damages**, including **GDPR Penalties**, **Regulatory Penalties**, and **Regulatory Assessments and Expenses** resulting from a **Regulatory Claim** first made against any **Insured** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for an **Information Privacy Wrongful Act**.

3. Event Response and Management

   We shall pay the **Insured Organization** for **Technical Response Loss**, **Legal Services Loss**, **Public Relations Loss**, **Notification Loss**, **Reward Expense Loss**, and **Credit Monitoring Loss** incurred by the **Insured Organization** as a result of an **Information Privacy Event** first discovered during the **Policy Period**.

4. PCI-DSS Liability

   We shall pay the **Insured Organization**, all **PCI-DSS Penalties**, **PCI-DSS Response Expenses**, and **Claim Expenses** resulting from a **PCI-DSS Claim** first made against the **Insured Organization** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for an **Information Privacy Wrongful Act**.

B. NETWORK SECURITY

1. Network Security Liability

   We shall pay on behalf of the **Insured**, all **Claim Expenses** and **Damages** resulting from a **Claim** first made against any **Insured** during the **Policy Period** or, if exercised, the Extended Reporting Period, for a **Network Security Wrongful Act**.

2. Event Response and Recovery

   We shall pay the **Insured Organization** for **Technical Response Loss**, **Public Relations Loss**, **Data Recovery Loss, Reward Expense Loss,** and **System Restoration Loss** incurred by the **Insured Organization** as a result of a **Network Security Event** first discovered during the **Policy Period**.

C. BUSINESS INTERRUPTION

1. Direct Business Interruption

   We shall pay the **Insured Organization** for **Business Interruption Loss, Extra Expense, Reward Expense Loss,** and **Public Relations Loss** incurred by the **Insured Organization** as a direct result of a **System Disruption** which first occurs during the **Policy Period**.

2. Contingent Business Interruption

   We shall pay the **Insured Organization** for **Contingent Business Interruption Loss, Extra Expense, Reward Expense Loss,** and **Public Relations Loss** incurred by the **Insured Organization** as a direct result of a **System Disruption** which first occurs during the **Policy Period**.

D. CYBER EXTORTION

1. Cyber Extortion

   We shall pay the **Insured Organization** for **Extortion Loss, Reward Expense Loss,** and **Public Relations Loss** incurred by the **Insured Organization** as a direct result of an **Extortion Threat** first discovered during the **Policy Period**.

E. FINANCIAL FRAUD

1. Social Engineering

   We shall pay the **Insured Organization** for **Fraudulent Inducement Loss** and **Reward Expense Loss** incurred by the **Insured Organization** as a direct result of **Fraudulent Inducement Instructions** it receives and accepts and which are first discovered during the **Policy Period**.

2. Computer Fraud

   We shall pay the **Insured Organization** for **Computer Crimes Loss** and **Reward Expense Loss** incurred by the **Insured Organization** as a direct result of **Computer Crimes** first discovered during the **Policy Period**.

F. MEDIA CONTENT

1. Media Liability

   We shall pay on behalf of the **Insured**, all **Claim Expenses** and **Damages** resulting from a **Claim** first made against any **Insured** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Media Wrongful Act**.

2. Media Event Response

   We shall pay the **Insured Organization** for **Public Relations Loss** and **Reward Expense Loss** incurred by the **Insured Organization** as a result of a **Media Wrongful Act** first discovered during the **Policy Period**.

II. Limits of Insurance

Regardless of the number of **Claims** first made, **Cyber Events** first discovered, or number of Insuring Agreements purchased under this **Policy**:

A. AGGREGATE LIMIT OF INSURANCE

1. The **Aggregate Limit of Insurance** is our maximum liability under this **Policy** for the duration of the **Policy Period** or, if exercised, the Extended Reporting Period.

2. We shall have no further obligations or liability under this **Policy** upon exhaustion of the **Aggregate Limit of Insurance**, including the continuation of payment of **Loss**, **Damages**, or **Claims Expenses** or the duty to defend or investigate any **Claim**.

B. SUB-LIMITS OF INSURANCE

1. The amounts stated as Sub-Limits of Insurance in ITEM 6 of the Declarations, which are part of and not in addition to the **Aggregate Limit of Insurance**, are the most we shall pay for all **Loss**, **Damages**, and **Claims Expenses** with respect to the Insuring Agreement to which each such Sub-Limit of Insurance applies, and we shall not be responsible to pay any **Loss**, **Damages**, or **Claims Expenses** under such Insuring Agreement upon exhaustion of such Sub-Limit of Insurance.

2. Subject to II.A.1., II.A.2., and II.B.1. above, the most we shall pay for all **Loss**, **Damages**, and **Claim Expenses** shall be:
   a. with respect to any **Cyber Events** or **Claims** which are covered under more than one Insuring Agreement, the sum of the Sub-Limits of Insurance available under the Insuring Agreements to which such **Cyber Events** or **Claims** apply; and
   b. with respect to any **Related Incidents**, the sum of the Sub-Limits of Insurance available under the Insuring Agreements to which such **Related Incidents** apply.

III. Retention

1. Our liability shall apply only to that portion of **Loss**, **Damages**, and **Claims Expenses** arising from each **Claim** or **Cyber Event** which exceeds the **Retention** applicable to the Insuring Agreement affording coverage to such **Claim** or **Cyber Event**. Payment of such **Retention** is the **Named Insured's** responsibility and remains uninsured under this **Policy**.

2. If a **Claim** is covered under more than one **Third Party Coverage**, each **Retention** shall apply separately but the sum of such **Retentions** shall not exceed the largest applicable **Retention**.

3. If a **Cyber Event** is covered under more than one **First Party Coverage**, each **Retention** shall apply separately but the sum of such **Retentions** shall not exceed the largest applicable **Retention**.

4. The largest applicable **Retention** amount shall apply as a single **Retention** for all **Claims** or **Cyber Events** resulting from **Related Incidents** covered under more than one **Third Party Coverage** or **First Party Coverage**.

5. Solely with respect to **Third Party Coverage** and **Insured Persons**, the **Retention** shall not apply to an **Insured Person** if the **Insured Organization** is:

   a. not legally permitted to provide indemnification to such **Insured Person**; or

   b. unable to provide indemnification solely by reason of its financial insolvency, including such **Insured Organization** becoming a debtor in possession under Chapter 11 of the United States Bankruptcy Code, as amended, or the foreign equivalent of such; provided, however, that the applicable **Insured Organization** agrees to repay us any **Retention** amounts we pay on its behalf, as described in this paragraph III.5.b., at the time such **Insured Organization** emerges from financial insolvency or bankruptcy.

IV. Defense & Settlement of Claims

A. DEFENSE

1. We shall have the right and duty to defend any **Claim** covered by a **Third Party Coverage** even if the allegations are groundless, false, or fraudulent.

2. We shall consult and attempt to reach an agreement with the **Insureds** regarding the appointment of counsel in the investigation and defense of any **Claim**, but we retain the right to appoint counsel and to investigate and defend any **Claim** as we deem necessary.

B. SETTLEMENT

1. We shall not settle any **Claim** without the written consent of the **Insured**. In the event the **Insured** refuses to consent to a settlement recommended by us and acceptable to the claimant(s), then:
   a. we shall pay the sum of all **Damages** for which the **Claim** could have settled plus all **Claim Expenses** incurred up to the time we made our recommendation to the **Insured**; and
   b. we shall pay and maintain responsibility for eighty percent (80%) of all **Claim Expenses** and **Damages** that are in excess of the amount referenced in paragraph IV.B.1.a. above.

   This condition, IV.B. Settlement, shall not apply if the total incurred **Damages** and **Claim Expenses** do not exceed the applicable **Retention** amount.

C. ALLOCATION

1. If a **Claim** includes both covered and uncovered matters, then coverage shall apply as follows:
   a. One hundred percent (100%) of **Claim Expenses** incurred by the **Insureds** who are afforded coverage for such **Claim** shall be considered covered; and
   b. All remaining **Damages** incurred by such **Insureds** from such **Claim** shall be allocated between covered **Damages** and uncovered damages based upon the relative legal and financial exposures and benefits of the parties to such matters.

V. Definitions

Wherever appearing throughout this **Policy**, the following terms appearing in bold face type, whether used in their singular or plural form, shall have the meanings set forth in this Section V. Definitions:

1. **Aggregate Limit of Insurance** means the amount stated in ITEM 4 of the Declarations.

2. **Application** means all applications, including any information and statements attached thereto, submitted to us by, or on behalf of, any **Insured** in connection with the underwriting and issuance of this **Policy**. All such applications, attachments, information, and materials are deemed attached to and incorporated into this **Policy**.

   With respect to publicly held companies, **Application** also means each and every public filing made with the Securities Exchange Commission by or on behalf of any **Insured**, including but not limited to any **Insured Organization's** Annual Report(s), 10-Ks, 8-Ks, and proxy statements, provided that such public filing was filed during the period of time:

   a. beginning at the start of the twelve (12) month period immediately preceding the first submission to us in connection with the underwriting of this **Policy**; and

   b. ending at the effective date of the **Policy Period**.

3. **Bodily Injury** means physical injury, sickness, or disease and any resulting mental anguish, mental injury, shock, humiliation, or death.

4. **Business Interruption Loss** means the following amounts incurred by an **Insured Organization** during the **Period of Restoration**:

   a. net profit before income taxes that would have been earned had no **System Disruption** of **Insured Computer Systems** occurred;

   b. net loss before income taxes that would have been avoided had no **System Disruption** of **Insured Computer Systems** occurred;

   c. the **Insured Organization's** continuing normal operating and payroll expenses; and

   d. costs to retain the services of a third party forensic accounting firm to determine the amounts of **Business Interruption Loss** described in paragraphs V.4.a.–V.4.c. above, subject to our prior consent.

5. **Change of Control** means:

   a. the acquisition by another person, entity, or group of person or entities acting together, of more than fifty percent (50%) of the outstanding securities, or ownership interests representing the majority and present right to control, elect, appoint or designate the Board of Directors, Board of Trustees, Board of Managers, or functional equivalent thereof, of the **Named Insured**;

   b. the acquisition by another person, entity, or group of person or entities acting together of all, or substantially all, of the **Named Insured's** assets such that the **Named insured** is not the surviving entity; or

   c. the merger or consolidation of the **Named Insured** into or with another entity or group of entities acting together such that the **Named Insured** is not the surviving entity.

6. **Claim** means any:
   a. written demand, request, or assertion seeking monetary damages, or non-monetary or injunctive relief;
   b. civil proceeding, investigation, or suit commenced by service of a complaint, notice, request for information, or similar proceeding seeking monetary damages or non-monetary or injunctive relief;
   c. arbitration, mediation, or similar alternative dispute resolution proceeding commenced by the receipt of a complaint, written demand, or similar proceeding seeking monetary damages or non-monetary or injunctive relief;
   d. criminal proceeding commenced by the filing of charges, arrest or detainment, or a return of an indictment or similar document;
   e. request to toll or waive a statute of limitations applicable to a **Claim** referenced in paragraphs V.6.a.-V.6.d. above;
   f. formal appeal of a **Claim** referenced in paragraphs V.6.a.-V.6.d. above;
   g. with respect to Insuring Agreement I.A.2., any **Claim** referenced in paragraphs V.6.a.–V.6.f. above which is a **Regulatory Claim**; or
   h. with respect to Insuring Agreement I.A.4., any **Claim** referenced in paragraphs V.6.a.–V.6.f. above which is a **PCI-DSS Claim**.

7. **Claim Expenses** means reasonable and necessary:
   a. attorneys' fees, mediation and arbitration expenses, expert witness and consultant fees and attendance expenses, and other fees and costs incurred by us, or by an **Insured** with our prior written consent, in the investigation and defense of a **Claim**; and
   b. premiums for any appeal bond, injunction bond, attachment bond, or any similar bond, although we shall have no obligation to furnish such bond.

   Claim Expenses shall not include salaries, wages, or other compensation of any **Insured Person**; except to the extent that such **Claim Expenses** are expenses incurred to secure and obtain a member of the **Control Group's** attendance at any mediation, arbitration, hearing, depositions, or trial in connection to the investigation and defense of a **Claim**.

8. **Computer Crimes** means the intentional, fraudulent, or unauthorized input, destruction, or modification of electronic data or computer instructions into **Computer Systems** by any entity which is not an **Insured Organization** or person who is not an **Insured Person**, provided that such **Computer Crimes** cause:
   a. **Funds or Securities** to be transferred, paid, or delivered; or
   b. an account of the **Insured Organization**, or of its customer, to be added, deleted, debited, or credited.

9. **Computer Crime Loss** means the **Insured Organization's** loss of **Funds or Securities**.

10. **Computer System** means **Insured Computer Systems** and **External Computer Systems**.

11. **Contingent Business Interruption Loss** means the following amounts incurred by an **Insured Organization** during the **Period of Restoration**:
    a. net profit before income taxes that would have been earned had no **System Disruption** of **External Computer Systems** occurred;
    b. net loss before income taxes that would have been avoided had no **System Disruption** of **External Computer Systems** occurred;
    c. the **Insured Organization's** continuing normal operating and payroll expenses; and
    d. costs to retain the services of a third party forensic accounting firm to determine the amounts of **Contingent Business Interruption Loss** described in paragraphs V.11.a.–V.11.c. above, subject to our prior consent.

12. **Control Group** means an **Insured Organization's** Chief Executive Officer, Chief Financial Officer, Chief Security Officer, Chief Technology Officer, Chief Information Officer, Risk Manager, General Counsel, or any functionally equivalent positions, regardless of title.

13. **Corporate Information** means any confidential or proprietary information of an entity, other than an **Insured Organization**, which:
    a. an **Insured Organization** is contractually or legally required to hold or maintain in confidence; or
    b. is not known or accessible by the general public.

    Corporate Information does not include **Protected Personal Information**.

14. **Credit Monitoring Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:
    a. establish and maintain call center services to be used by natural persons whose **Protected Personal Information** was impacted in an **Information Privacy Event**;
    b. provide credit monitoring, freezing, or thawing services to natural persons whose **Protected Personal Information** was impacted in an **Information Privacy Event**;
    c. provide identity theft identification and restoration services to those natural persons whose **Protected Personal Information** was impacted in an **Information Privacy Event**; and
    d. retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **Credit Monitoring Loss** described in paragraphs V.14.a.–V.14.c. above.

    Credit Monitoring Loss includes costs and expenses incurred in order to comply with applicable **Privacy Regulations** and shall follow the law of the applicable jurisdiction which most favors coverage for such costs and expenses. Those costs and expenses not required to comply with **Privacy Regulations** require our prior consent.

15. **Cyber Event** means an **Information Privacy Event**, **Network Security Event**, **Extortion Threat**, **Fraudulent Inducement Instructions**, **Computer Crimes**, **System Disruption**, and, with respect to Insuring Agreement I.F.2. only, a **Media Wrongful Act**.

16. **Cyber Response Firm** means:
    a. any firm listed on our pre-approved response provider list, available upon request from us; or
    b. a firm not part of paragraph V.16.a. above, but only with our prior written consent.

17. **Damages** means any amounts an **Insured** becomes legally obligated to pay on account of any **Claim**, including:
    a. compensatory damages, settlements, and judgments;
    b. awards of prejudgment and post-judgment interest;
    c. sums for deposit in a consumer redress fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement;
    d. punitive, exemplary, or multiplied damages and awards; provided, however, that punitive, exemplary, or multiplied damages and awards shall only be included as **Damages** to the extent insurable under the applicable laws of any jurisdiction which most favors coverage and which has a substantial relationship to an **Insured**, us, this **Policy**, or the **Claim** giving rise to such **Damages**;
    e. with respect to a **PCI-DSS Claim** under Insuring Agreement I.A.4., any **PCI-DSS Penalties** and **PCI-DSS Response Expenses**; and
    f. with respect to a **Regulatory Claim** under Insuring Agreement I.A.2., any **Regulatory Penalties**, **GDPR Penalties**, and **Regulatory Assessments and Expenses**.

    Damages shall not include:
    g. fines, penalties, taxes, or sanctions imposed against an **Insured**; except to the extent such fines, penalties, taxes, or sanctions are insurable under the applicable laws of any jurisdiction which most favors coverage and which has a substantial relationship to an **Insured**, us, this **Policy**, or the **Claim** giving rise to such **Damages,** are **PCI-DSS Penalties** otherwise covered under Insuring Agreement I.A.4., or **Regulatory Penalties**, **GDPR Penalties**, or **Regulatory Assessments and Expenses** otherwise covered under Insuring Agreement I.A.2. of this **Policy**;
    h. costs to comply with any injunctive, remedial, preventative, or other non-monetary or declaratory relief; or
    i. any matters deemed uninsurable under the laws pursuant to which this **Policy** is construed.

18. **Data Recovery Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:
    a. replace and restore corrupted, destroyed, lost, or stolen software;
    b. re-create and recover corrupted, destroyed, lost, or stolen data in electronic form which is, or was, stored on a **Computer System**;
    c. re-create and recover corrupted, destroyed, lost, or stolen data in non-electronic form for which there is no electronic source available; and
    d. to retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **Data Recovery Loss** described in paragraphs V.18.a.–V.18.c. above.

19. **Employee** means any natural person whose work or service is or was guided and engaged by an **Insured Organization**, including full-time or part-time laborers, interns, volunteers, seasonal or temporary laborers, or laborers whose service or work is or was leased by or to an **Insured Organization**.

20. **External Computer Systems** means any computer hardware, software, firmware, wireless device, voice based telecommunication system, operating system, virtual machine, as well as any data stored thereon, and:
    a. associated input, output, processing, data storage, and mobile devices, networks, operating systems, application software, networking equipment, storage area networks, and other electronic data storage or backup facilities;
    b. includes, but is not limited to, associated telephone systems (including "PBX", "CBX," "Merlin," or "VoIP"), remote access systems (including "DISA"), peripheral communication equipment and systems, industrial control systems (including "SCADA"), Internet of things (commonly referred to as "IoT"), media libraries, extranets, and offline electronic data storage facilities; and
    c. includes, but is not limited to, associated application hosting, cloud services, cloud computing platforms, data hosting, data storage, co-location, data back-up, data processing, and infrastructure as a service;

    which are operated for an **Insured's** benefit by a third party under written contract between such third party and **Insured**.

21. **Extortion Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:
    a. make payment of any funds, digital currencies ("crypto-currencies"), marketable goods, services, or other assets to the person or group which is believed to be responsible for, and to have made, such **Extortion Threat**;
    b. reduce or mitigate the severity of **Extortion Loss** described in paragraph V.21.a. above; and
    c. retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **Extortion Loss** described in paragraphs V.21.a. and V.21.b. above.

22. **Extortion Threat** means any credible threat or series of related threats made to an **Insured** by a third party person or group, or by a rogue **Employee** who is not a member of the **Control Group** and who is acting in a manner not authorized by the **Insured Organization**, which threatens to take any of the following actions unless an **Insured** pays such group or person the funds demanded, or meet some other non-monetary demand, in exchange for the mitigation or removal of such threat:
    a. cause an **Information Privacy Event** or **Network Security Event**;
    b. alter, corrupt, damage, manipulate, misappropriate, encrypt, delete, or destroy any **Computer System**, **Corporate Data**, or **Protected Personal Information**;
    c. restrict or inhibit access to a **Computer System**; or
    d. any action connected to the continuation or furthering of any already commenced action referenced in paragraphs V.22.a.-V.22.c. above.

23. **Extra Expense** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:
    a. reduce the **Period of Restoration**;
    b. mitigate or reduce expenses resulting from the **System Disruption** of a **Computer System**;
    c. secure **Computer Systems** such that a similar **System Disruption** is avoided in the future; and
    d. retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **Extra Expense** described in paragraphs V.23.a.–V.23.c. above.

24. **First Party Coverage** means Insuring Agreement(s) I.A.3., I.B.2., I.C.1., I.C.2., I.D.1., I.E.1., I.E.2., and I.F.2..

25. **Fraudulent Inducement Instructions** means the misrepresentation of one or more facts by a third-party person or entity via email or other means of electronic communication with the intent of misleading an **Insured** into transferring **Funds or Securities**.

26. **Fraudulent Inducement Loss** means an **Insured Organization's** loss of **Funds or Securities**.

27. **Funds or Securities** means any medium of exchange, including any written negotiable or non-negotiable instruments representative of such, which is authorized or adopted by a foreign or domestic government and in current use, including bank notes, travelers' checks, registered check, money orders, currency, bullion, and coins.

    Funds or Securities does not include any crypto-currencies or crypto-assets.

28. **GDPR Penalties** means **Regulatory Penalties** an **Insured** becomes legally obligated to pay as a result of a **Regulatory Claim** for such **Insured's** actual, alleged or reasonably suspected non-compliance with the General Data Protection Regulation Standard, as amended.

29. **Independent Contractor** means any natural person, agent, or single person entity who is not an **Employee** but performs work for an **Insured Organization** pursuant to a written contract or agreement.

30. **Information Privacy Event** means any actual or reasonably suspected:
    a. failure to prevent unauthorized access to **Protected Personal Information**;
    b. failure to properly manage, handle, store, protect, disclose, destroy, control, or collect **Protected Personal Information**;
    c. violation of any **Privacy Regulations**, including, but not limited to, the wrongful collection or disclosure of **Protected Personal Information**;
    d. failure to comply with those portions of a **Privacy Policy** which govern the collection, dissemination, confidentiality, integrity, accuracy, disclosure, sale, access, or availability of **Protected Personal Information**;
    e. failure to provide natural persons whose **Protected Personal Information** an **Insured** stores or maintains to access, delete, or amend their **Protected Personal Information** as required by any **Privacy Regulation**, including, but not limited to, the "Right to be Forgotten" or "Right to Erasure" as described in the General Data Protection Regulation Standard, as amended;
    f. failure to provide notification of any **Information Privacy Event** as required by any **Privacy Regulation**; or
    g. failure to disclose an actual or potential **Information Privacy Event** as required by any **Privacy Regulation**.

31. **Information Privacy Wrongful Act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty, or other offense committed or attempted by an **Insured**, based upon or resulting in an **Information Privacy Event**.

32. **Insured** means the **Insured Organization** and any **Insured Person**.

33. **Insured Computer Systems** means any computer hardware, software, firmware, wireless device, voice based telecommunication system, operating system, virtual machine, as well as any data stored thereon, and:
    a. associated input, output, processing, data storage, and mobile devices, networks, operating systems, application software, networking equipment, storage area networks, and other electronic data storage or backup facilities; and
    b. includes, but is not limited to, associated telephone systems (including "PBX", "CBX," "Merlin," or "VoIP"), remote access systems (including "DISA"), peripheral communication equipment and systems, industrial control systems (including "SCADA"), Internet of things (commonly referred to as "IOT"), media libraries, extranets, and offline electronic data storage facilities;

    which are rented, leased, owned, or operated by an **Insured** or which are operated solely for an **Insured's** benefit by a third party under written contract between such third party and **Insured**.

34. **Insured Organization** means the **Named Insured** and any **Subsidiaries**.

    Insured Organization also means any entity as a debtor in possession or the bankruptcy estate of such **Insured Organization** under the United States bankruptcy law, or foreign equivalent.

35. **Insured Person** means any past, current or future natural person:
    a. **Employee**, director, officer, trustee, partner, general partner, managing partner, managing member, LLC member, or principal of an **Insured Organization**, but only with respect to a **Wrongful Act** or **Cyber Event** committed within the scope of such natural person's duties performed on behalf of such **Insured Organization**; or
    b. **Independent Contractor**, but only with respect to a **Wrongful Act** or **Cyber Event** committed within the scope of such **Independent Contractor's** duties performed on behalf of the **Insured Organization** and only if the **Insured Organization** indemnifies such **Independent Contractor**.

36. **Legal Services Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:
    a. determine the applicability of any notifications, communications, actions, or other services required or necessary for the **Insured Organization** to comply with applicable **Privacy Regulations**;
    b. draft and develop letters, documents, or other materials to properly notify the natural persons whose **Protected Personal Information** was, or may have been, wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of the applicable **Information Privacy Event**;
    c. provide any legally required communications and reporting services to any regulatory, administrative, or supervisory authority; and
    d. retain the services of a **Cyber Response Firm** to provide legal, consultative, and professional services related to **Legal Services Loss** described in paragraphs V.36.a.–V.36.c. above.

    Legal Services Loss includes costs and expenses incurred in order to comply with applicable **Privacy Regulations** and shall follow the law of the applicable jurisdiction which most favors coverage for such costs and expenses. Those costs and expenses not required to comply with any applicable **Privacy Regulations** require our prior consent.

37. **Loss** means:

    a. **Reward Expense Loss, Technical Response Loss**, **Public Relations Loss**, **Legal Services Loss**, **Notification Loss**, **Credit Monitoring Loss**, **Data Recovery Loss**, **System Restoration Loss**, **Business Interruption Loss**, **Contingent Business Interruption Loss**, **Extra Expense**, **Extortion Loss**, **Fraudulent Inducement Loss**, and **Computer Crimes Loss**.

    Loss shall not include:

    b. salaries, benefits or other compensation payable to **Insured Persons**, except to the extent covered under Insuring Agreement(s) I.C.1. and I.C.2.;

    c. an **Insured Organization's** internal operating costs, expenses, or fees, except to the extent covered under Insuring Agreement(s) I.C.1. and I.C.2.;

    d. taxes, fines, penalties, or amounts for injunctive relief or sanctions;

    e. **Funds or Securities** in the care, custody, or control of an **Insured**, except to the extent covered under Insuring Agreement(s) I.D.1., I.E.1., and I.E.2.; or

    f. costs or expenses incurred to update, improve, enhance, or replace privacy or network security controls, policies or procedures, or **Computer Systems** to a level beyond that which existed prior to the applicable **Cyber Event**, except to the extent we have recommended and provided prior consent to incur such costs or expenses, including:

        i. claim avoidance related costs or expenses anticipated under **Extra Expense**; and

        ii. incremental improvement costs or expenses anticipated under **System Restoration Loss**.

38. **Malicious Code** means any software or computer program that is:

    a. purposefully designed to adversely affect, intentionally harm, or dishonestly monetize any computer hardware, software, firmware, wireless device, operating system, virtual machine, and the data stored thereon or any components thereof, including, but not limited to, industrial control systems (SCADA), IoT, VoIP telephone systems, media libraries, extranets, offline storage facilities (to the extent electronic data is held), mobile devices, input and output devices, data storage devices, networking equipment, and electronic data backup facilities or networks; or

    b. capable of affecting that which is referenced in paragraph V.38.a. above by inserting itself by a variety of forms, causing damage, possessing the ability to replicate itself, or possessing the capability of spreading copies of itself.

    Malicious Code includes, but is not limited to, auto-reproduction programs, computer viruses, worms, Trojan horses, spyware, dishonest adware, crime-ware, mine-ware, script or any other software program, computer program, or virus that is functionally equivalent to **Malicious Code** described in paragraphs V.38.a.and V.38.b. above.

39. **Media Content** means data, text, images, graphics, music, sounds, photographs, advertisements, video, streaming content, webcasts, podcasts, blog posts, and online forum posts.

    Media Content does not include computer software, software technology, or the actual goods, products, or services described, illustrated, or displayed in such **Media Content**.

40. **Media Wrongful Act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty, or other offense committed or attempted by an **Insured**, or by any third party entity or natural person for whom the **Insured** is legally responsible, in the public dissemination, posting, or display of **Media Content,** by or on behalf of an **Insured,** on a voice or video based communication medium, including radio, internet streaming, satellite, cable, television, or any similar communications broadcast, or on an **Insured's** website, printed material, social media site, or anywhere else on the internet, which results in the following:
    a. defamation, libel, slander, or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including product disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage, or outrageous conduct;
    b. infringement or dilution of title, slogan, logo, trademark, trade name, metatag, domain name, trade dress, service mark, or service name;
    c. copyright infringement, passing off, plagiarism, piracy, or other misappropriation of intellectual property rights;
    d. invasion, infringement, or interference with rights of privacy or publicity, including public disclosure of private facts, breach of confidence, intrusion, false light, and commercial appropriation of name or likeness;
    e. false detention or arrest, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;
    f. improper deep framing or linking; or
    g. unfair trade practices or competition, including misrepresentations in advertising, but solely when alleged in conjunction with the alleged conduct referenced in paragraphs V.40.a.–V.40.f. above.

41. **Named Insured** means the entity displayed in ITEM 1 of the Declarations.

42. **Network Security Event** means any actual or reasonably suspected:
    a. propagation of **Malicious Code** from a **Computer System**;
    b. attack by **Malicious Code** which infects a **Computer System**;
    c. denial of service attack:
        i. originating from a **Computer System**; or
        ii. made against a **Computer System**;
    d. gaining of access or use of a **Computer System** by:
        i. an unauthorized person; or
        ii. an authorized person for purposes not authorized by an **Insured Organization**;
    e. acquisition, access, loss, or disclosure of **Corporate Information** not authorized by an **Insured Organization**;
    f. theft of a password or access code by electronic or non-electronic means from a **Computer System**, the **Insured Organization's** premises, or directly from an **Insured Person**;
    g. the failure to provide any authorized user access to the **Insured Organization's** website or **Computer System** due to the failure or violation of the security of a **Computer Systems**; or

h. the failure to protect **Computer Systems** which results in, or is based upon, a **Network Security Event** referenced in paragraphs V.42.a.-V.42.g. above.

Network Security Event includes any of the foregoing, regardless of whether such **Network Security Event** is a specifically targeted attack or a generally distributed attack.

43. **Network Security Wrongful Act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty, or other offense committed or attempted by an **Insured**, based upon or resulting in a **Network Security Event**.

44. **Notification Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:

a. provide any legally required notification services to those natural persons whose **Protected Personal Information** was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of the applicable **Information Privacy Event**;

b. complete mailing or other communications duties to notify those natural persons whose **Protected Personal Information** was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of the applicable **Information Privacy Event**;

c. provide information on the availability of any related services or resources to those natural persons whose **Protected Personal Information** was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of the applicable **Information Privacy Event**; and

d. retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **Notification Loss** described in paragraphs V.44.a.-V.44.c. above.

Notification Loss includes costs and expenses incurred in order to comply with applicable **Privacy Regulations** and shall follow the law of the applicable jurisdiction which most favors coverage for such costs and expenses. Those voluntary costs and expenses not required to comply with any applicable **Privacy Regulations** require our prior consent.

45. **PCI Data Security Standards** means generally accepted and published rules, regulations, standards, or guidelines which relate to data security and the safeguarding, disclosure, and handling of **Protected Personal Information** and which are adopted or required by the Payment Card Industry Data Security Standards Council or any payment provider whose payment method is accepted for processing.

46. **PCI-DSS Claim** means any **Claim,** brought by or on behalf of a Payment Card Association or entity processing or providing payment card transactions, based upon an **Insured Organization's** actual, alleged, or potential non-compliance with **PCI Data Security Standards**, including but not limited to:

a. failure to properly protect, handle, manage, store, destroy, or control payment account or payment card data, including applicable **Protected Personal Information**; or

b. non-compliance with EMV specifications or mobile payment security requirements.

PCI-DSS Claim includes an investigation into a potential violation of **PCI Data Security Standards**, which may reasonably be expected to give rise to a **PCI-DSS Claim**.

47. **PCI-DSS Penalties** means monetary assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries, including card reissuance costs, the **Insured Organization** is legally obligated to pay due to a **PCI-DSS Claim** and its non-compliance under a payment card processing agreement or merchant services agreement pertaining to **PCI Data Security Standards**.

48. **PCI-DSS Response Expenses** means reasonable and necessary costs and expenses to retain the services of:

    a. a third party forensic firm that is a qualified Payment Card Industry Forensic Investigator, to determine the cause and scope of the **Information Privacy Event** which led to a **PCI-DSS Claim**; and

    b. a Qualified Security Assessor (QSA) to validate an **Insured Organization's** adherence to **PCI Data Security Standards** following a **PCI-DSS Claim**.

49. **Period of Restoration** means the continuous period of time that:

    a. begins with the earliest date a **System Disruption** first occurred; and

    b. ends on the date when **Insured Computer Systems** or **External Computer Systems** are, or could have been, repaired or restored with reasonable speed to the same functionality and level of service which existed prior to the **System Disruption**.

    A **Period of Restoration** shall not exceed one hundred eighty (180) days from the date the applicable **System Disruption** first occurred; provided, however, that the end of the **Policy Period** shall not cut short the **Period of Restoration**.

50. **Policy** means, collectively, the Declarations, **Application**, each included Insuring Agreement, and all forms and endorsements, stated in ITEM 8 of the Declarations, which are attached to and form part of this **Policy**.

51. **Policy Period** means the period of time from the Effective Date to the Expiration Date, as set forth in ITEM 2 of the Declarations, or the effective date of termination of this **Policy**, whichever is earlier.

52. **Pollution** means any liquid, gaseous, solid or thermal irritant or contaminant, including vapor, smoke, fumes, acids, chemicals and material to be recycled, reconditioned or reclaimed.

53. **Privacy Policy** means an **Insured Organization's** written or electronic policies which govern the collection, dissemination, confidentiality, integrity, accuracy, disclosure, sale, access, or availability of **Protected Personal Information**.

54. **Privacy Regulations** means any local, state, federal, or foreign identity theft or privacy protection laws, statutes, legislation, or regulations which require commercial entities which collect, process, or maintain **Protected Personal Information** to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **Protected Personal Information** has potentially or actually been compromised, accessed, or acquired without their authorization.

    Privacy Regulations explicitly include, but are not limited to, the Gramm-Leach Bliley Act of 1999, Health Insurance Portability and Accountability Act of 1996, California Database Breach Act, Minnesota Plastic Card Security Act, and General Data Protection Regulation Standard, and regulations issued pursuant to such Acts or Standards, as amended if applicable.

55. **Property Damage** means damage to, loss of use of, or destruction of any tangible property other than electronic or non-electronic data or **Protected Personal Information**.

56. **Protected Personal Information** means any of the following information or data, regardless of whether such data or information is in electronic, non-electronic, or any other format:
    a. any natural person's social security number, name, e-mail address, driver's license or state identification number, address, and telephone number;
    b. any natural person's personally identifiable pictures or videos, internet browsing history, security access codes, or passwords, and account histories;
    c. any natural person's medical or healthcare data, biometric records, or any other protected health information ("PHI");
    d. any natural person's credit card or debit card number, account number, or any other protected financial information; or
    e. any other non-public personal information or data of a natural person as specified in any **Privacy Regulations**.

    Protected Personal Information does not include **Corporate Information**.

57. **Public Relations Loss** means reasonable and necessary public relations related costs and expenses incurred or paid by an **Insured Organization** to:
    a. protect or restore the **Insured Organization's** reputation;
    b. mitigate financial harm to the **Insured Organization's** business; and
    c. retain the services of a **Cyber Response Firm** to provide public relations or crisis communications consultative and professional services related to **Public Relations Loss** described in paragraphs V.57.a. and V.57.b. above.

58. **Regulatory Assessments and Expenses** means reasonable and necessary costs and expenses an **Insured** becomes legally obligated to pay on account and as a direct result of a **Regulatory Claim** to retain the services of a **Cyber Response Firm** to perform a legally required audit or assessment, including related consultative and professional services, of the **Insured Organization's** privacy practices or **Computer Systems**.

    Regulatory Assessments and Expenses includes costs and expenses incurred in order to comply with applicable **Privacy Regulations** and shall follow the law of the applicable jurisdiction which most favors coverage for such costs and expenses. Those costs and expenses not required to comply with any applicable **Privacy Regulations** require our prior consent.

59. **Regulatory Claim** means any **Claim** brought by, or on behalf of, the Federal Trade Commission, the Federal Communications Commission, any supervisory authority enforcing the General Data Protection Regulation Standard, or any state attorney general, government licensing entity, regulatory authority, or any federal, state, local, or foreign governmental entity in such entity's official capacity.

    Regulatory Claim includes an investigation into a potential violation of **Privacy Regulations**, which may reasonably be expected to give rise to a **Regulatory Claim**.

60. **Regulatory Penalties** means civil fines or penalties resulting from a **Regulatory Claim**, including **GDPR Penalties**, imposed against an **Insured** by the Federal Trade Commission, the Federal Communications Commission, any supervisory authority enforcing the General Data Protection Regulation Standard, or any state attorney general, government licensing entity, regulatory authority, or any federal, state, local, or foreign governmental entity in such entity's official capacity.

61. **Related Incident** means all **Wrongful Acts** and **Cyber Events** which share as a common nexus any act, fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes, and all:

    a. **Cyber Events** arising out of any **Related Incident** shall be considered one single **Cyber Event**, and such **Cyber Event** shall be considered first discovered on the date the earliest of such **Cyber Events** is first discovered, regardless of whether such date is before or during the **Policy Period**; and

    b. **Claims** arising out of all **Related Incidents** shall be considered one single **Claim**, and such **Claim** shall be considered first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.

62. **Retention** means the amounts stated as **Retention** in ITEM 6 of the Declarations with respect to the Insuring Agreement to which each such stated **Retention** amount applies.

63. **Reward Expense Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to an informant for information not otherwise available which leads to the arrest and conviction of a natural person or an entity responsible for the **Cyber Event** which resulted in a covered **Loss** under this **Policy**.

    Reward Expense Loss requires our prior consent.

64. **Subsidiary** means:

    a. any corporation, partnership, limited liability company or other entity in which the **Named Insured** owns, directly or indirectly through one or more **Subsidiaries**, more than fifty percent (50%) of such entity's outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent;

    b. any entity operated as a joint venture in which the **Named Insured** owns, directly or indirectly through one or more **Subsidiaries**, exactly fifty percent (50%) of the issued and outstanding voting stock and whose management and operation an **Insured Organization** solely controls, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock; or

    c. any non-profit entity over which the **Named Insured**, directly or indirectly through one or more **Subsidiaries**, exercises management control.

65. **System Disruption** means the measurable interruption, suspension, degradation, or failure in the service of:

    a. with respect to Insuring Agreement I.C.1., **Insured Computer Systems**; or

    b. with respect to Insuring Agreement I.C.2., **External Computer Systems**;

    directly caused by a **Network Security Event** or **Information Privacy Event**.

66. **System Restoration Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:
    a. restore **Computer Systems**, including replacing or reinstalling software programs contained therein, to their level of functionality immediately prior to the applicable **Network Security Event**:
    b. remove any **Malicious Code** from **Computer Systems** resulting from the applicable **Network Security Event**;
    c. restore the configuration of **Computer Systems** to an adequacy at or higher to that which was present immediately prior to the applicable **Network Security Event**; and
    d. retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **System Restoration Loss** described in paragraphs V.66.a.–V.66.c. above.

67. **Technical Response Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:
    a. investigate and determine the cause of the applicable **Information Privacy Event** or **Network Security Event**;
    b. mitigate or contain an ongoing **Information Privacy Event** or **Network Security Event**;
    c. identify and catalog natural persons whose **Protected Personal Information** was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of an applicable **Information Privacy Event**;
    d. identify and catalog organizations whose **Corporate Information** was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of an applicable **Network Security Event**; and
    e. retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **Technical Response Loss** described in paragraphs V.67.a.–V.67.d. above.

68. **Third Party Coverage** means Insuring Agreement(s) I.A.1., I.A.2., I.A.4., I.B.1., and I.F.1.

69. **Wrongful Act** means any **Information Privacy Wrongful Act**, **Network Security Wrongful Act**, or **Media Wrongful Act**.

VI. Exclusions

A. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

This **Policy** shall not apply to any **Loss**, **Damages**, or **Claim Expenses** on account of any **Wrongful Act**, any **Cyber Event**, or any **Claim**:

1. Conduct

   based upon, arising out of, or attributable to any **Insured's**:

   a. fraudulent, criminal, or malicious error, act or omission;

   b. intentional or deliberate violation of the law; or

   c. gaining of any profit, remuneration, or advantage to which such **Insured** was not legally entitled.

   However, this exclusion shall not apply to:

   d. **Claim Expenses** or our duty to defend any such **Claim**; or

   e. **Damages** unless a final, non-appealable, adjudication establishes that such **Insured** committed such conduct, act, or violation.

   Provided that:

   f. no such conduct pertaining to any **Insured Person** shall be imputed to any other **Insured Person**;

   g. any such conduct pertaining to past, present, or future members of the **Control Group** shall be imputed to the **Insured Organization**; provided, however, if such member of the **Control Group** acted deliberately outside his or her capacity as such then such conduct shall not be imputed to the **Insured Organization**; and

   h. for **First Party Coverage** only, this exclusion shall not apply to an intentionally dishonest or fraudulent act or omission, willful violation of any statute, rule of law, or gaining any profit, remuneration, or advantage by an **Employee**.

2. Contract

   for breach of any express, implied, actual or constructive contract, warranty, or guarantee.

   However, this exclusion shall not apply to:

   a. liability assumed by an **Insured**, but only to the extent that such assumed liability would have attached to the **Insured** in the absence of such contract, warranty, or guarantee;

   b. an **Insured's** contractual obligation to maintain the confidentiality or security of **Protected Personal Information**;

   c. an **Insured's** obligation under an implied or statutory standard of care obligation to prevent an **Information Privacy Event** or **Network Security Event**;

   d. with respect to Insuring Agreement I.A.1., an unintentional violation by an **Insured** to comply with an **Insured Organization's Privacy Policy**

e. solely with respect to Insuring Agreement I.A.4., a **PCI-DSS Claim**;

f. solely with respect to Insuring Agreement I.F.1., any actual or alleged misappropriation of idea under implied contract; or

g. solely with respect to Insuring Agreement I.A.1., an **Insured's** unintentional breach of contract or agreement with a business associate, as defined in the U.S. Health Insurance Portability and Accountability Act (HIPAA), as amended, or the Health Information Technology for Economic and Clinical Health Act (HITECH), as amended.

3. Bodily Injury

for any actual or alleged **Bodily Injury**.

However, this exclusion shall not apply to:

a. solely with respect to Insuring Agreement I.F.1., emotional distress, mental anguish, humiliation, or loss of reputation resulting from a **Media Wrongful Act**; or

b. solely with respect to Insuring Agreement I.A.1., emotional distress, mental anguish, or mental injury resulting from an **Information Privacy Wrongful Act**.

4. Property Damage

alleging, based upon, arising out of, or attributable to **Property Damage**.

5. Prior Notice

alleging, based upon, arising out of, or attributable to any fact, circumstance, situation, event, **Cyber Event**, or **Wrongful Act** which was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Policy** is a direct or indirect renewal or replacement, or which it succeeds in time.

6. Prior Knowledge

alleging, based upon, arising out of, or attributable to any fact, circumstance, situation, event, **Cyber Event**, or **Wrongful Act** that is, or reasonably would be regarded as, the basis for a **Claim** or **Cyber Event** about which any member of the **Control Group** had knowledge prior to the Continuity Date set forth in ITEM 7 of the Declarations.

7. Pending or Prior Proceedings

alleging, based upon, arising out of, or attributable to any fact, circumstance, situation, event, **Cyber Event**, or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding or litigation against an **Insured** as of, or prior to, the Prior and Pending Litigation Date set forth in ITEM 7 of the Declarations.

8. Pollution

   alleging, based upon, arising out of, or attributable to:

   a. the actual, alleged or threatened discharge, release, seepage, migration, or disposal of **Pollution**;

   b. any request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollution**, including any voluntary decision to do so; or

   c. any request or requirement brought by or on behalf of any governmental authority relating to testing, monitoring, cleaning, removing, containing, treating, neutralizing, or in any way responding to or assessing the effects of **Pollution**.

9. War

   alleging, based upon, arising out of, or attributable to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, or military or usurped power.

10. Nuclear, Biological, and Chemical Contamination

    alleging, based upon, arising out of, or attributable to any planning, construction, maintenance, or use of any nuclear reactor, nuclear storage, disposal, waste or radiation site, or any other nuclear facility or site, the transportation of nuclear material, or any nuclear reaction or radiation, or radioactive, biological or chemical contamination, regardless of its cause.

11. Natural Disaster

    alleging, based upon, arising out of, or attributable to fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God, nature or any other related physical event.

12. Intellectual Property

    alleging, based upon, arising out of, or attributable to any infringement, violation, or misappropriation of, or assertion of any right to, or interest in, any patent, copyright, trademark, trade dress or any other intellectual property right.

    However, this exclusion shall not apply to:

    a. solely with respect to Insuring Agreement I.F.1., an otherwise covered **Claim** for a **Media Wrongful Act,** except to the extent such **Claim** alleges that **Media Content** consisted of computer software or software technology which infringed upon copyrighted software;

    b. solely with respect to Insuring Agreement I.A.1., any **Claim** arising out of any actual, alleged, or reasonably suspected failure by an **Insured** to properly disclose, handle, manage, store, destroy, protect, use or otherwise control **Protected Personal Information** resulting from an **Information Privacy Event**; or

    c. solely with respect to Insuring Agreement I.B.1., any **Claim** arising out of the actual or alleged disclosure of **Corporate Information** resulting from a **Network Security Event**.

13. Fees or Chargebacks

alleging, based upon, arising out of, or attributable to any fees, expenses, or costs paid to or charged by an **Insured**, including chargebacks, transfer fees, transaction fees, merchant service fees, or prospective service fees.

However, this exclusion shall not apply to:

a. Solely with respect to Insuring Agreement I.A.4., any **PCI-DSS Claim**.

14. Unsolicited Communications

alleging, based upon, arising out of, or attributable to any violation of the Telephone Consumer Protection Act of 1991, as amended, or any similar federal, state, common, or foreign law relating to the unsolicited electronic dissemination of faxes, e-mails or other communications, or a natural person's or entity's right of seclusion.

However, this exclusion shall not apply to:

a. solely with respect to Insuring Agreements I.A.1. and I.A.2., a **Claim** resulting from any **Insured's** actual, alleged or reasonably suspected violation of any **Privacy Regulation**; or

b. solely with respect to Insuring Agreements I.A.1. and I.A.2., a **Claim** resulting from any **Insured's** actual or alleged failure to adequately protect **Computer Systems** resulting in the release of **Protected Personal Information**.

15. Consumer Protection Laws

alleging, based upon, arising out of, or attributable to any **Insured's** violation of the Truth in Lending Act, Fair Debt Collection Practices Act, Fair Credit Reporting Act, or the Fair and Accurate Credit Transactions Act or any amendments thereto or any rules or regulations promulgated thereunder, or any similar federal, state, common, or foreign law.

However, this exclusion shall not apply to:

a. solely with respect to Insuring Agreement I.A.1., any **Claim** arising out of the actual or alleged disclosure or theft of **Protected Personal Information** resulting from an **Information Privacy Event**.

16. Infrastructure

alleging, based upon, arising out of, or attributable to any electrical or mechanical failures of infrastructure, including an interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, or Internet access service and Domain Name System (DNS) service provided by the service provider that hosts an **Insured Organization's** website, telecommunications, or other infrastructure.

However, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, cable or telecommunications systems, networks or infrastructure:

a. under an **Insured's** direct operational control; or

b. solely with respect to Insuring Agreement(s) I.A.1. and I.B.1., which are the result of an actual or alleged **Information Privacy Wrongful Act** or **Network Security Wrongful Act**.

B. EXCLUSIONS APPLICABLE TO PARTICULAR INSURING AGREEMENTS

This **Policy** shall not apply to any **Loss**, **Damages**, or **Claim Expenses** on account of any **Wrongful Act**, any **Cyber Event**, or any **Claim**:

1. Prior Acts

   Exclusively with respect to **Third Party Coverage**, alleging, based upon, arising out of, or attributable to any **Wrongful Act**:

   a. taking place, in whole or in part, prior to the Retroactive Date as stated in ITEM 7 of the Declarations; or

   b. by a **Subsidiary** or any of its **Insured Persons**, occurring at any time during which such entity was not a **Subsidiary**.

2. Insured vs. Insured

   Exclusively with respect to **Third Party Coverage**, brought by or on behalf of any:

   a. **Insured**:

   b. entity, if ten percent (10%) or more of its equity is owned, controlled, operated or managed, directly or indirectly, by any **Insured** at the time the **Wrongful Act** is committed or **Claim** is made; or

   c. successor or assignee of any **Insured**.

   However, this exclusion shall not apply to any **Claim**:

   d. brought by or on behalf of an **Insured Person** for a **Wrongful Act**, but only to the extent such **Insured Person** did not commit or contribute to such **Wrongful Act** or to such extent such **Insured Person** is alleging an **Insured Organization** failed to comply or act in accordance with a **Privacy Regulation**;

   e. brought by or on behalf of an **Employee** alleging employee-related invasion of privacy or employee-related wrongful infliction of emotional distress, but only to the extent that such **Claim** arises out of the loss of **Protected Personal Information** resulting from an **Information Privacy Wrongful Act**; or

   f. brought by or on behalf of any **Insured** which is a third party entity as described in paragraph VII.A.2.a..

3. Securities

   Exclusively with respect to **Third Party Coverage**, alleging, based upon, arising out of, or attributable to any **Insured's**:

   a. purchase, sale, or offer, or solicitation of an offer, to purchase or sell securities; or

   b. violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act, the Organized Crime Control Act of 1970, or any other federal, state or local securities law, and any amendments thereto or any rules or regulations circulated thereunder, or any similar federal, state or common law.

   However, paragraph VI.B.3.b. of this exclusion shall not apply to:

   c. solely with respect to Insuring Agreement(s) I.A.1., I.A.2., and I.A.4., any **Claim** alleging a failure to disclose an actual, reasonably suspected or potential **Information Privacy Event** if such disclosure is required by any **Privacy Regulations**.

4. Governmental Seizure

   Exclusively with respect to **First Party Coverage**, alleging, based upon, arising out of, or attributable to any confiscation, nationalization, seizure, or destruction of a **Computer System** or electronic data held or processed by an **Insured** or by order of any governmental or public authority.

5. Employment Practices or Discrimination

   Exclusively with respect to **Third Party Coverage**, alleging, based upon, arising out of, or attributable to any employment practices or illegal discrimination of any kind, or any employment relationship, or the nature, terms or conditions of employment, including claims for workplace torts, wrongful termination, dismissal or discharge, or any discrimination, harassment, or breach of employment contract.

   However, this exclusion shall not apply to:

   a. solely with respect to Insuring Agreement(s) I.A.1., I.A.2., and I.A.4., that portion of any **Claim** alleging **Employee** related invasion of privacy or wrongful infliction of emotional distress, provided that such **Claim** arises out of the actual or alleged disclosure or theft of **Protected Personal Information** resulting from an **Information Privacy Wrongful Act**.

6. Antitrust

   Exclusively with respect to **Third Party Coverage**, alleging, based upon, arising out of, or attributable to any unfair competition or restraint of trade, including violations of any local, state, federal, or foreign laws governing the foregoing, whether brought by or on behalf any individuals, entities, the Federal Trade Commission, or any other federal, state, local, or foreign government agency.

   However, this exclusion shall not apply to:

   a. solely with respect to Insuring Agreement I.A.2., a **Regulatory Claim** resulting directly from a violation of **Privacy Regulations**;

   b. solely with respect to Insuring Agreement I.F.1., a **Claim** for a **Media Wrongful Act** as defined in paragraph V.40.g..

7. Advertising & Representations

   Exclusively with respect to Insuring Agreement(s) I.F.1. and I.F.2, alleging, based upon, arising out of, or attributable to any inaccurate, inadequate, or incomplete description of the price of goods, products or services, cost guarantees, cost representations, or contract price estimates, the authenticity of any goods, products or services, or the failure of any goods or services to conform with any represented quality of performance.

8. Licensing

   Exclusively with respect to Insuring Agreement(s) I.F.1. and I.F.2., alleging, based upon, arising out of, or attributable to any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other federal, state, or local government agency or ASCAP, SESAC, BMI or other licensing or rights entities in such entity's regulatory, quasi-regulatory, or official capacity, function or duty.

9. Contest or Game of Chance

   Exclusively with respect to Insuring Agreement(s) I.F.1. and I.F.2., alleging, based upon, arising out of, or attributable to any gambling, contest, game of chance, lottery, or promotional game, including the redemption of coupons or tickets related thereto.

C. EXCLUSIONS APPLICABLE TO FINANCIAL FRAUD INSURING AGREEMENTS

Exclusively with respect to Insuring Agreement(s) I.E.1. and I.E.2., this **Policy** shall not apply to any **Computer Crimes Loss, Fraudulent Inducement Loss**, or **Reward Expense Loss** on account of any **Computer Crimes** or any **Fraudulent Inducement Instructions**:

1. Financial Fraud of Intellectual Property

   for the loss of confidential information, including trade secrets, formulas, patents, customer information, negatives, drawings, manuscripts, prints, and other records of a similar nature, or other confidential information, intellectual property of any kind, data or computer programs.

2. Interest Income

   for or applicable to any potential income, including interest and dividends, not realized by the **Insured Organization** or a customer of the **Insured Organization**.

3. Forged or Altered Instruments

   resulting directly from forged, altered, or fraudulent negotiable instruments, securities, documents or written instructions or instructions used as source documentation to enter electronic data or send instructions.

VII. Conditions

A. INSURED EXTENSIONS

Third Party Coverage shall extend to apply as follows:

1. Spousal, Domestic Partner, Estates, and Legal Representatives
   a. In the event of an **Insured Person's** death, incapacity, or bankruptcy, any **Claim** made against such **Insured Person's** estate, heirs, executors, administrators, assigns, and legal representatives shall be considered to be a **Claim** made against such **Insured Person**, but only to the extent such **Insured Person** would otherwise be covered under this **Policy**; and
   b. In the event of a **Claim** made against an **Insured Person's** lawful spouse or domestic partner, such **Claim** shall be considered to be a **Claim** made against such **Insured Person**, but only for a **Wrongful Act** actually or allegedly committed by such **Insured Person** other than such spouse or domestic partner.

2. Additional Insureds
   a. If an **Insured Organization** is required by contract, or has explicitly agreed in writing, to add any third party entity as an **Insured** under this **Policy**, then such third party entity shall be considered an **Insured** under this **Policy** but only for **Wrongful Acts** actually or allegedly committed or attempted by an **Insured Organization** other than such third party entity.

B. SUBSIDIARIES

1. Coverage for Subsidiaries

   With respect to any **Insured Organization** which is a **Subsidiary**, coverage afforded under this **Policy** for such **Subsidiary**, and its **Insured Persons**, shall only apply to:

   a. **Loss** resulting from **Cyber Events** which occurred after the effective date that such entity became a **Subsidiary** and prior to the date that such entity ceased to be a **Subsidiary**; and
   b. **Claims** for **Wrongful Acts** which actually or allegedly occurred after the effective date that such entity became a **Subsidiary** and prior to the date that such entity ceased to be a **Subsidiary**.

   Any entity which ceases to be a **Subsidiary** during the **Policy Period** shall be afforded coverage through the expiration date of the current **Policy Period** but only with respect to **Wrongful Acts** and **Cyber Events** which occurred before the date it ceased to be a **Subsidiary**.

2. Subsidiary Acquisition or Creation

   If, during the **Policy Period**, an **Insured Organization** acquires or creates another entity whose gross revenues exceed twenty five percent (25%) of the consolidated gross revenues of the **Insured Organization**, as of the most recent fiscal year prior to the effective date of this **Policy**, and such that the acquired or created entity becomes a **Subsidiary**, then such **Subsidiary** shall only be considered an **Insured Organization** for a period of ninety (90) days following its acquisition or formation unless:

   a. the **Named Insured** provides us written notice within sixty (60) days of the full particulars of such entity and agrees to any additional premium and amendments to this **Policy** relating to such entity; and

   b. we have ratified our acceptance of such entity as a **Subsidiary** by endorsement to this **Policy**.

C. CHANGE OF CONTROL & AUTOMATIC RUN-OFF

If a **Change of Control** occurs during the **Policy Period**, then:

1. **Third Party Coverage** under this **Policy** shall:

   a. continue in full force and effect until the expiration date of the current **Policy Period** with respect to **Claims** for **Wrongful Acts** committed before such **Change of Control**; and

   b. cease with respect to **Claims** for **Wrongful Acts** committed after such **Change of Control;**

2. **First Party Coverage** under this **Policy** shall:

   a. continue in full force and effect until the expiration date of the current **Policy Period** with respect to **Loss** for **Cyber Events** which occurred before such **Change of Control**; and

   b. cease with respect to **Loss** for **Cyber Events** which occurred after such **Change of Control**;

3. The **Named Insured** shall have the right to give us notice that it desires to purchase an Extended Reporting Period, in accordance to the conditions set forth in section VII.D.2., Extended Reporting Period, of this **Policy**; and

4. This **Policy** may not be canceled by the **Named Insured**, and the entire premium shall be deemed fully earned.

D. EXTENDED REPORTING PERIOD

1. Automatic Discovery Reporting Period

   If this **Policy** does not renew or otherwise terminates for a reason other than failure to pay premium, then following the effective date of such event the **Named Insured** shall have the right, for a period of sixty (60) days following such event, to give us written notice of **Claims** made against any **Insured** during such sixty (60) day period for any **Wrongful Acts** committed prior to the effective date of such **Policy** termination or end of the **Policy Period**, whichever is applicable.

2. Extended Reporting Period

An "Extended Reporting Period," if purchased, means the period of time in which the **Named Insured** may give us written notice of **Claims** first made against any **Insured** under this **Policy**, and shall be extended to apply to **Claims** first made during such Extended Reporting Period but only with respect to;

a. **Claims** for **Wrongful Acts** which occurred prior to the effective date of **Policy** termination, the end of the **Policy Period**, or effective date of **Change of Control** (whichever is applicable); and

b. **Claims** for **Wrongful Acts** made against persons or entities which were **Insureds** as of the effective date of **Policy** termination, the end of the **Policy Period**, or effective date of **Change of Control** (whichever is applicable).

If this **Policy** does not renew or otherwise terminates for a reason other than for failure to pay premium, or upon the occurrence of a **Change of Control**, then upon the effective date of such event:

c. the **Named Insured** shall have the right to give us notice that it desires to purchase an Extended Reporting Period for **Third Party Coverage** at any of the following additional periods and associated premium amounts, which are represented as a percentage of the annualized premium of the **Policy** to which the Extended Reporting Period applies:

   i. one (1) year for seventy five percent (75%); or

   ii. two (2) years for one hundred twenty five percent (125%);

d. the **Named Insured**, or a party acting on its behalf, may send us a request for the purchase of an Extended Reporting Period outside the additional periods and amounts indicated in VII.D.2.c. above, and we may, at our discretion, subsequently provide a quote for such request;

e. any **Claim** made during a purchased Extended Reporting Period shall be deemed to have been made during the **Policy Period** immediately preceding the Extended Reporting Period;

f. the **Aggregate Limit of Insurance** and Sub-Limits of Insurance available for any purchased Extended Reporting Period shall not be increased or renewed, unless we expressly provide such amendment via an endorsement to this **Policy**;

g. the **Named Insured's** right to purchase an Extended Reporting Period shall lapse unless we receive written notice from the **Named Insured**, or a party acting on its behalf, of the election to purchase such Extended Reporting Period within sixty (60) days after this **Policy's** termination or expiration date or, if applicable, the effective date of any **Change of Control**; and

h. the entire premium charged for any purchased Extended Reporting Period is due at the time of purchase and shall be considered fully earned as of the effective date of such Extended Reporting Period.

E. NOTICE

1. Notice of Claims and Cyber Events

   An **Insured** shall, as a condition precedent to our obligations under this **Policy**, give us written notice as soon as practicable after any member of the **Control Group**:

   a. first becomes aware of any **Claim** made against an **Insured**; or

   b. discovers any **Cyber Event**;

   Provided further, and notwithstanding VII.E.1.a. and VII.E.1.b. above:

   c. all such notice of **Claims** made or **Cyber Events** discovered must be noticed to us no later than ninety (90) days after the end of the **Policy Period** or termination of this **Policy**, whichever is earlier; and

   d. if an Extended Reporting Period is purchased pursuant to section VII.D.2., all **Claims** made during such Extended Reporting Period must be reported to us no later than the end of the Extended Reporting Period;

   All such notices described in this clause VII.E.1. must include the following details related to the applicable **Cyber Event** or **Claim**:

   e. all pertinent facts, particulars, and dates, including the nature of such **Cyber Event** and its potential consequences and **Damages**;

   f. the identities of those persons allegedly involved or affected; and

   g. with respect to notices related to **First Party Coverage**, the business operations, **Computer Systems**, or other assets affected.

2. Notice of Circumstances

   If, during the **Policy Period**, any member of the **Control Group** first becomes aware of any circumstances which may reasonably give rise to a **Claim** under this **Policy**, then any **Claim** which arises out of such circumstances shall be deemed to have been first made at the time such written notice was received by us, but only to the extent that such written notice includes the following details and is received by us during the **Policy Period**:

   a. details on why the **Insured** believes a **Claim** may be forthcoming;

   b. all pertinent facts, particulars, and dates, including the nature of such circumstances, why the **Insured** believes a **Claim** may reasonably be forthcoming, and its potential consequences and **Damages**; and

   c. the identities of those persons allegedly involved or affected.

3. Notice Delivery

   All notices described within this condition VII.E., Notice, shall be given to us in writing, either electronically or non-electronically, at the address set forth in ITEM 5 of the Declarations. All such notices shall be effective on the date we receive such notice. If such notice is mailed or transmitted by electronic mail, the date of such mailing or transmission shall constitute the date that such notice was given to us, and proof of mailing or transmission shall be sufficient proof of notice.

F. OBLIGATIONS

In connection with all **Claims** and **Cyber Events** under this **Policy**, the **Insured** agrees to the following:

1. The **Insured** shall cooperate with and assist us in the effort to defend and settle any **Claim**, including:
   a. attending hearings and trials, assisting in securing and giving evidence, obtaining the attendance of witnesses, and enforcing the **Insured's** rights of contribution or indemnity against any person or entity which may be liable to such **Insured** because of an act or omission covered under any **Third Party Coverage**; and
   b. delivering to us copies of all demands, legal papers, other related legal documents and invoices the **Insured** receive, as soon as practicable.
2. The **Insured** shall not settle any **Claim**, incur any **Claim Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without our written consent, which shall not be unreasonably withheld. We shall not be liable for any settlement, **Claim Expenses**, assumed obligation, or admission to which we have not provided such consent.

G. POLICY TERMINATION

1. We may only cancel this **Policy** prior to the expiration date of the **Policy Period** if the **Named Insured** fails to pay premium prior to its due date. If such cancellation is being considered, we shall deliver a written notice of pending cancellation. Such notice shall be delivered at least twenty (20) days prior to the date that such cancellation is proposed to become effective. If the full premium due is remitted to us prior to the proposed cancellation effective date, then such cancellation shall not go into effect.

2. The **Named Insured** may cancel this **Policy** at any time and for any reason by delivering such instructions to us by mail or electronic mail. Such instructions may be delivered directly by the **Named Insured** or through any person or entity contracted to act on the **Named Insured's** behalf for the placement of this **Policy**.

3. If this **Policy** is canceled for any reason prior to the end of the **Policy Period**, we shall refund the unearned premium computed pro rata. Such premium adjustment shall be made as soon as practicable upon termination of the **Policy**, but payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of such termination.

4. We are not required to renew or offer to renew this **Policy** upon the expiry of its **Policy Period**.

H. LOSS CALCULATIONS FOR BUSINESS INTERRUPTION AND PUBLIC RELATIONS

1. In determining and calculating the amount of **Public Relations Loss** covered under this **Policy**, we shall give due consideration to the prior experience of the **Insured Organization's** public and market perception before the beginning of the applicable **Cyber Event** or **Media Wrongful Act**, and we shall make this assessment at our sole discretion, in good faith, and as we deem reasonable and necessary.

2. In determining and calculating the amount of **Contingent Business Interruption Loss**, **Business Interruption Loss**, and **Extra Expense** covered under this **Policy**, we shall give due consideration to the prior experience of the **Insured Organization's** business before the beginning of the applicable **System Disruption** and to the probable business such **Insured Organization** could have performed had no **System Disruption** occurred.

I. REPRESENTATIONS & SEVERABILITY

We have relied upon the representations and statements in the **Application** in granting this **Policy** to the **Insured**, with such representations and statements forming the basis of coverage under this **Policy**. With respect to such representations and statements contained in the **Application**:

1. no knowledge possessed by an **Insured Person** shall be imputed to any other **Insured Person**, and the **Application** shall be considered to be separate for each **Insured Person**;

2. in the event the **Application** contains misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by us under this **Policy**, then no coverage shall be afforded under this **Policy** based upon, arising from, or in any way attributable to any such misrepresentations with respect to:

    a. any **Insured Person** who knew of such misrepresentations, regardless of if such **Insured Person** knew such **Application** contained such misrepresentations; and

    b. an **Insured Organization** if any past or present member of the **Control Group** knew of such misrepresentations, regardless of if such member of the **Control Group** knew such **Application** contained such misrepresentations.

3. we shall not be entitled under any circumstances to void or rescind this **Policy** with respect to any **Insured.**

J. OTHER INSURANCE

1. If any **Loss**, **Damages**, or **Claim Expenses** or other amounts covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall apply only to the extent that the amount of such **Loss**, **Damages**, or **Claim Expenses** are in excess of the amount of such other insurance whether such other insurance is specified as primary, contributory, excess, contingent or otherwise.

   However, paragraph VII.J.1. above shall not apply if such other insurance is written explicitly to serve as excess insurance over the **Aggregate Limit of Insurance** or Sub-Limits of Insurance provided by this **Policy**.

2. The conditions set forth in VII.D.1., Automatic Discovery Reporting Period, and VII.E.2., Notice of Circumstances, shall not apply to **Claims** that are covered under any subsequent insurance purchased by an **Insured** or for an **Insured's** benefit, or that would be covered by any subsequent insurance but for the exhaustion of the amount of insurance limits applicable and available under such subsequently placed insurance.

K. SUBROGATION

1. In the event of any payment by us of **Loss**, **Damages**, or **Claim Expenses** or other amounts under this **Policy**, we are subrogated to the **Insured's** rights of recovery against any person or organization, and the **Insureds** shall execute and deliver instruments, papers, and whatever else is necessary to secure such rights and enable us to effectively bring suit or otherwise pursue subrogation rights in the name of the **Insureds** under this **Policy**.

2. However, we shall not subrogate as described in paragraph VII.K.1. above:
   a. against any **Insured Person,** unless such **Insured Person** was in violation of paragraph VI. A.1.; or
   b. if an **Insured** agreed in writing to waive such **Insured's** right of recovery or subrogation against any person or entity prior to the **Cyber Event** or **Wrongful Act** which gave rise to the **Claim** or **Loss** connected with such subrogation.

L. RECOVERIES

All recoveries from third parties for payments of **Loss**, **Damages**, or **Claim Expenses** shall be applied in the following order of priority after first deducting the costs and expenses incurred in obtaining such recovery:

1. to us, to reimburse us for any **Retention** we paid on an **Insured's** behalf and for any **Damages**, **Loss**, or **Claims Expenses** we paid under this **Policy**; and

2. to the **Insured**, to reimburse the **Insured** for any **Retention** such **Insured** paid and for any other amounts not covered under this **Policy**.

Provided, that such recoveries shall not include any recovery from insurance, reinsurance, security, or indemnity taken for our benefit, or any portion of a **Retention** we waived.

M. AUTHORIZATION

The **Named Insured** has the authority to act on behalf of all **Insureds** and is responsible for the payment of premiums and receiving of notices of cancellation, nonrenewal, or any change to coverage provided under this **Policy**. All **Insureds** agree to this authority and have delegated, individually and collectively, all such authority exclusively to the **Named Insured**.

Provided, however, that nothing within this condition, VII.M. Authorization, shall relieve any **Insured** from giving any notice to us that is required under this **Policy**.

N. ASSIGNMENT

This **Policy**, including any rights or duties herein, may not be transferred or assigned to another party unless we have provided our prior written consent to such transfer or assignment.

O. ACTION AGAINST US

No action shall lie against us unless, as a condition precedent thereto, the **Insured** has been in full compliance with all terms of this **Policy**. No person or entity shall have any rights under this **Policy** to join us as a party to any action against any **Insured** to determine such **Insured's** liability, nor shall we be impleaded by such **Insured** or the legal representatives of such **Insured**.

P. DISPUTES & RESOLUTIONS

This condition, VII.P. Disputes & Resolutions, provides the terms and conditions applicable to disputes which may arise between us and any **Insured** or amongst various **Insureds**. If any limitation in this section is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

1. If any dispute persists between us and any **Insured** as it relates to this **Policy,** or any term or condition herein, we and such **Insureds** agree to make a determined effort to solve such dispute via alternative dispute mediation or through a third-party mediator. The costs to procure such mediation shall be paid by us, if applicable, but our payments of such costs shall not persist past a single alternative dispute mediation effort.

2. In the event of a disagreement between or amongst any **Insureds**, the **Named Insured** shall have exclusive authority to act on behalf of all other **Insureds** with respect to negotiation of settlements and the decision to appeal or not to appeal any judgment.

Q. BANKRUPTCY

Bankruptcy or insolvency of any **Insured**, including any **Insured Person's** estate, does not relieve us of any of our obligations, rights or defenses under this **Policy**.

R. STATE AMENDATORY INCONSISTENCY

If there is an inconsistency between any term or condition of this **Policy**, those terms and conditions which are more favorable to the **Insured's** coverage shall apply to the extent permitted by law.

Provided, however, that with respect to any time period relating to notice of cancellation provided under this **Policy**, we shall apply the applicable state law.

S. TERRITORY

Coverage provided under this **Policy** shall extend to **Cyber Events** and **Wrongful Acts** occurring or discovered, **Claims** made, and **Losses** incurred anywhere in the world.

T. HEADINGS

The titles, headings, and subheadings of certain paragraphs, sections, conditions, or provisions of this **Policy**, and any endorsements attached thereto, are intended solely for convenience and reference and form no part of the terms and conditions of coverage under this **Policy**.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Service of Process Endorsement

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

This **Policy** is subject to the following:

1) The following provision applies to Alaska, Arizona, Florida, Idaho, Missouri, Nevada, New Mexico, North Carolina, South Dakota, Tennessee, Texas, Washington, and Wyoming only:

   We designate the Superintendent of Insurance, Insurance Commissioner, Director of Insurance, or other officer specified by law, pursuant to the laws of the State where this **Policy** is delivered, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in the State in which this **Policy** is delivered, by, or on behalf of, the **Named Insured** or any beneficiary hereunder arising out of this **Policy**. We designate the Corporate Secretary of At-Bay Specialty Insurance Company, 1209 Orange Street Wilmington, DE 19001 as the person whom the said officer is authorized to mail such process or true copy thereof.

2) The following provision applies to Alabama, Colorado, Georgia, Hawaii and Mississippi only:

   We designate the Superintendent of Insurance, Insurance Commissioner, Director of Insurance, or other officer specified by law, pursuant to the laws of the State where this **Policy** is delivered, and the Resident Agent denoted below, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in the State in which this **Policy** is delivered, by, or on behalf of, the Named Insured or any beneficiary hereunder arising out of this **Policy**. We designate the Corporate Secretary of At-Bay Specialty Insurance Company, 1209 Orange Street Wilmington, DE 19001 as the person whom the said officer and/or Registered Agent is authorized to mail such process or true copy thereof.

Alabama	Commissioner of Insurance and Resident Agent C T Corporation System 2 North Jackson Street, Suite 605, Montgomery, Alabama 36104	Hawaii	Insurance Commissioner and Resident Agent C T Corporation System 900 Fort Street, Suite 1680, Honolulu, Hawaii 96813
Colorado	Commissioner of Insurance or	Mississippi	Commissioner of Insurance and

	Resident Agent C T Corporation System 7700 E Arapahoe Rd, STE 220, Centennial, CO 80112-1268		Resident Agent C T Corporation System 645 Lakeland East Drive, Suite 101, Flowood, MS 39232
Georgia	Commissioner of Insurance and Safety Fire and Resident Agent C T Corporation System 289 S Culver St Lawrenceville, GA 30046		

3) The following provision applies to Arkansas, Kentucky, Oregon, and West Virginia only:

We designate the following individual as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in the State in which this **Policy** is delivered, by, or on behalf of, the **Named Insured** or any beneficiary hereunder arising out of this **Policy**. We designate the Corporate Secretary of At-Bay Specialty Insurance Company, 1209 Orange Street Wilmington, DE 19001 as the person whom the said individual is authorized to mail such process or true copy thereof.

Arkansas	Resident Agent C T Corporation System 124 West Capitol Avenue, Suite 1900, Little Rock, AR 72201	Oregon	Resident Agent C T Corporation System 780 Commercial Street SE, STE 100, Salem, OR 97301
Kentucky	Secretary of State 700 Capital Avenue Suite 152 Frankfort, KY 40601	West Virginia	Secretary of State 1900 Kanawha Boulevard East State Capitol Complex Bldg. 1, Ste. 157-K Charleston, WV 25305

4) The following provision applies to California only:

A surplus lines insurer shall be sued, upon any cause of action arising in the State under any contract issued by it as a surplus lines contract pursuant to the laws the state of California. A surplus lines insurer issuing such **Policy** is deemed to have authorized service of process against it in the manner and to the effect as provided in the laws of the state of California. Service of legal process against the insurer may be made in any such action by service upon the designated agent. The designated agent for service of process is: Registered Agent, C T Corporation System, 30 N Brand Blvd, STE 700, Glendale, CA 91203.

5) The following provision applies to Illinois only:

We designate the Director of the Illinois Department of Insurance and his successor or successors in office, at 320 West Washington Street, Bicentennial Building, Springfield, IL 62727, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by, or on behalf of, the **Insured** or any beneficiary hereunder arising out of this contract of insurance. We designate the Corporate Secretary of At-Bay Specialty Insurance Company, 1209 Orange Street Wilmington, DE 19001 as the person to whom the said officer is authorized to mail such process or true copy thereof.

6) The following provision applies to Iowa only:

An eligible surplus lines insurer may be sued upon a cause of action arising in Iowa under a surplus lines insurance **Policy** or contract placed by the insurer or upon evidence of insurance placed by the insurer and issued or delivered in Iowa by a surplus lines insurance producer. We designate the Commissioner of Insurance, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315 as the person upon whom service of process can be made.

7) The following provision applies to Maine only:

An unauthorized insurer shall be sued, upon any cause of action arising in the State under any contract issued by it as a surplus lines contract pursuant to the laws of the state of Maine. An unauthorized insurer issuing such **Policy** is deemed to have authorized service of process against it in the manner and to the effect as provided in the laws of the state of Maine. Service of legal process against the insurer may be made in any such action by service of two copies upon the designated agent. The designated agent for service of process is: Registered Agent, C T Corporation System, 128 State Street #3, Augusta, Maine 04330.

8) The following provision applies to New York only:

The Superintendent of the New York State Department of Financial Services and his/her successors is appointed by the excess lines insurer issuing this **Policy** to be its true and lawful attorney upon whom may be served all lawful process in any proceeding instituted by or on behalf of an Insured or beneficiary arising out of this insurance **Policy** and the excess lines insurer signifies its agreement that service of process in such manner is of the same legal force and validity as personal service of process in New York State upon the insurer.

9) The following provision applies to Pennsylvania only:

It is agreed that in the event we fail to pay any amount claimed to be due under this **Policy** we will submit, at the **Insured's** request, to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that in any such action instituted against any **Insured** under this contract, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Service of process shall be made pursuant to the procedures provided by 42 Pa. C.S. Chapter 53 Subchapter B (relating to interstate and international procedure). When making service of process by mail, such process shall be mailed to the Corporate Secretary of At-Bay Specialty Insurance Company, 1209 Orange Street Wilmington, DE 19001. The above named is authorized and directed to accept service of process on our behalf for any action or upon any request of the **Insured** to give a written undertaking to the **Insured** that they will enter a general appearance for us in the event such an action shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provisions therefore, we hereby designate the Secretary of State, 401 North Street, Harrisburg, PA 17120, as the true and lawful attorney upon whom any lawful process may be served in any action, suit or proceeding instituted by, or on behalf of, the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person on whom such process or a true copy thereof shall be served.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Reputational Harm Insuring Agreement

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to ITEM 6 of the Declarations:

Insuring Agreement:	Inclusion:	Sub-Limit of Insurance:	**Retention**:
G. Reputational Harm			
G.1. Reputational Harm	Included	$1,000,000.	$2,500.

2) The following is added to the Declarations:

Reputational Harm Indemnity Period: 180 days.

3) The following is added to section I. Insuring Agreements:

G. REPUTATIONAL HARM

1. Reputational Harm

We shall pay the **Insured Organization** for **Reputational Harm Loss** and **Public Relations Loss** incurred by the **Insured Organization** as a direct result of a **Reputational Harm Event** which first occurs during the **Policy Period**.

4) The following are added to section V. Definitions:

a) **Adverse Publication** means a publication, report, communication, opinion, or media of any other form which:

i) disseminates any previously non-public information:

ii) specifically states or references an **Insured Organization** or **Covered Brand**; and

iii) is disseminated or publicized to the general public via any electronic or non-electronic medium or media channel including, but not limited to, television, print media, radio or electronic networks, the internet, or electronic mail.

b) **Covered Brand** means any brand owned exclusively by, or licensed exclusively to, an **Insured Organization**.

c) **Reputational Harm Event** means the first appearance of a publicly available **Adverse Publication** which:

i) directly states or alleges that an **Insured Organization** has experienced an **Information Privacy Event** or **Network Security Event**, regardless of the factual accuracy of any statement(s) contained therein;

ii) is reasonably expected to cause, or has already caused, material damage, harm, or tarnish to the public perception and reputation of an **Insured Organization**, including, but not limited to, damage to such **Insured Organization's** goodwill amongst its customers, suppliers, or community with whom such **Insured Organization** habitually deals with in the course of its business; and

iii) is reasonably expected to lead, or has already led, to an **Insured Organization's** provable loss of income.

d) **Reputational Harm Indemnity Period** means the continuous period of time that:

i) begins with the date the **Reputational Harm Event** first occurred; and

ii) ends on the date when the number of days stated in the Declarations as the **Reputational Harm Indemnity Period** have elapsed.

The **Reputational Harm Indemnity Period** shall not be cut short or reduced by the intervening expiration of the **Policy Period**, if applicable.

e) **Reputational Harm Loss** means the following amounts incurred by an **Insured Organization** during the **Reputational Harm Indemnity Period**:

i) net profit before income taxes that would have been earned had no **Reputational Harm Event** occurred;

ii) net loss before income taxes that would have been avoided had no **Reputational Harm Event** occurred; and

iii) costs to retain the services of a third party forensic accounting firm to determine the amounts of **Reputational Harm Loss** described in paragraphs 4)e)i) and 4)e)ii) above, subject to our prior consent.

The amount of **Reputational Harm Loss** will be determined and calculated in accordance with section VII. Conditions, Loss Calculation for Reputational Harm Loss, as detailed in item 10) of this endorsement.

5) The following is added to section V. Definitions, 15. **Cyber Event**:

Cyber Event also means a **Reputational Harm Event**.

6) The following is added to section V. Definitions, 24. **First Party Coverage**:

First Party Coverage also means Insuring Agreement I.G.1., Reputational Harm.

7) The following is added to section V. Definitions, 37. **Loss**:

Loss also means **Reputational Harm Loss**.

For the purposes of this endorsement and solely with respect to Insuring Agreement I.G.1., Reputational Harm, **Loss** shall not include:

a) variable costs, including the cost of raw materials and other costs, that would have been incurred by the **Insured Organization** during the applicable **Reputational Harm Indemnity Period** but were saved as a result of the **Reputational Harm Event**.

8) Section V. Definitions, 37. **Loss**, paragraph c., is deleted and replaced with the following:

c. an **Insured Organization's** internal operating costs, expenses, or fees, except to the extent covered under Insuring Agreement(s) I.C.1., I.C.2., and I.G.1.;

9) The following is added to section VI. Exclusions, B., Exclusions Applicable to Particular Insuring Agreements:

Exclusively with respect to Insuring Agreement I.G.1., Reputational Harm:

based upon or resulting from an **Adverse Publication** which:

a) does not specifically state or refer to an **Insured Organization** or a **Covered Brand**;

b) does not specifically state or refer to an alleged or actual **Information Privacy Event** or **Network Security Event** experienced by an **Insured Organization**; or

c) is disseminated and directed to an **Insured** and is not available to the general public.

10) The following is added to section VII. Conditions:

LOSS CALCULATION FOR REPUTATIONAL HARM LOSS

In determining and calculating the amount of **Reputational Harm Loss** covered under this **Policy**, we shall use reasonable projections and give due consideration to:

1. the experience of the **Insured Organization's** business prior to the first occurrence of the **Reputational Harm Event**;

2. the public and market perception of the **Insured Organization** prior to the first occurrence of the **Reputational Harm Event**; and

3. the **Insured Organization's** net profit or net loss during the twelve (12) months immediately preceding the date of the **Reputational Harm Event's** first occurrence; and

4. market and industry trends, variations, and circumstances, including, but not limited to, seasonable influences and economic conditions, which would have affected the **Insured Organization's** business and operations regardless of the occurrence of the **Reputational Harm Event**.

We shall determine and calculate the amount of **Reputational Harm Loss** at our sole discretion, in good faith, and as we deem reasonable and necessary. Any disputes between us and the **Insured** over such determination and calculation shall be subject to the terms set forth in section VII., P., Disputes & Resolutions.

11) The following is added to section VII. Conditions, E. Notice, 1.:

Solely with respect to a **Reputational Harm Event**, and notwithstanding all other terms set forth in section VII.E.1., an **Insured** shall:

a) give us written notice of any discovered **Reputational Harm Event** during the applicable **Reputational Harm Indemnity Period** following the first occurrence of such **Reputational Harm Event**.

Any notice of a **Reputational Harm Event** described in paragraph 11)a) above must include details and clear evidence that:

b) such **Reputational Harm Event** is reasonably expected to lead, or already has led, to **Reputational Harm Loss**; and

c) such **Reputational Harm Loss** is directly attributable to such **Reputational Harm Event**.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

War & Cyber Terrorism Enhancement

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to section V. Definitions:

   For the purposes of this endorsement and subject to the conditions, limitations, and other terms contained herein:

   a) **Cyber Terrorism** means the premeditated use of disruptive activities, or the threat to use disruptive activities, against a **Computer System**, including any associated network and data stored thereon, with the intention to cause harm, to further social, ideological, religious, political, or similar objectives, or to intimidate any person in furtherance of such objectives.

   Provided further, however, that such activities set forth in item 1)a) directly above shall not be considered **Cyber Terrorism** when such activities are committed by, or at the express direction of, a government simultaneously engaged in an active conflict involving physical combat by one or more military forces of, or operating at the direction of, nation states or factions in the case of a civil war.

2) Section VI. Exclusions, A. Exclusions Applicable to All Insuring Agreements, item 9. War, is deleted and replaced with the following:

   9. War

      alleging, based upon, arising out of, or attributable to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, or civil commotion assuming the proportions of, or amounting to, an uprising, or military or usurped power.

      However, this exclusion shall not apply to **Cyber Terrorism**.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

California Consumer Privacy Act Enhancement

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to section V. Definitions:

   CCPA Penalties means **Regulatory Penalties** an **Insured** becomes legally obligated to pay as a result of a **Regulatory Claim** for such **Insured's** actual, alleged or reasonably suspected non-compliance with the California Consumer Privacy Act, as amended.

2) The following is added to section V. Definitions, 17. **Damages**:

   Damages include **CCPA Penalties** to the same extent that **Damages** include **Regulatory Penalties**, but solely with respect to, subject to, and notwithstanding the terms and conditions set forth in paragraph V.17.f..

3) The following is added to section V. Definitions, 30. **Information Privacy Event**:

   Information Privacy Event, paragraph V.30.c., also includes, but is not limited to, any violation of the California Consumer Privacy Act, as amended, including any violation of requirements therein which govern the **Insured Organization's** use, sale, processing, profiling, acquisition, sharing, maintenance, and retention of **Protected Personal Information**.

4) The following is added to section V. Definitions, 54. **Privacy Regulations**:

   Privacy Regulations include the California Consumer Privacy Act, as amended.

5) The following is added to section V. Definitions, 59. **Regulatory Claim**:

   Regulatory Claim includes any **Claim** brought by, or on behalf of, any supervisory authority enforcing the California Consumer Privacy Act, as amended.

6) The following is added to section V. Definitions, 60. **Regulatory Penalties**:

   Regulatory Penalties includes **CCPA Penalties**, but only to the extent such **CCPA Penalties** are civil fines or penalties imposed against an **Insured**:

   a) by any supervisory authority enforcing the California Consumer Privacy Act, as amended; and

   b) as a direct result of an otherwise covered **Regulatory Claim**.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Law Enforcement Cooperation Enhancement

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to section VII. Conditions, E. Notice:

Notwithstanding anything in section VII.E.2., Notice of Circumstances, to the contrary:

a) In the event an **Insured** receives a request from a law enforcement authority to keep confidential certain information about an actual, possible, or reasonably suspected **Cyber Event** or **Wrongful Act**, then the notice of such **Cyber Event** or **Wrongful Act**, including any **Claim** relating to or arising out of such **Cyber Event** or **Wrongful Act**, shall be considered timely under this **Policy**, provided the **Insured**:

i) requests permission from such law enforcement authority to share such information with us as soon as practicable following the receipt of such a request;

ii) only withholds from us that portion of the information that the law enforcement authority has instructed such **Insured** not share with us; and

iii) provides us with a full notice of such **Cyber Event**, **Wrongful Act**, or **Claim** as soon as legally possible after the law enforcement authority permits such **Insured** to share with us the full notice.

b) Furthermore, with respect to any failure or delay by the **Insured** in providing information to us following receipt of a law enforcement authority request as set forth in part 1)a) of this endorsement:

i) the **Insured's** failure to provide documentation to us, or otherwise cooperate with us, will not be the basis for a denial of coverage for any **Cyber Event** or **Claim** under this **Policy**, but only to the extent the procedure set forth in part 1)a) of this endorsement is followed in connection with such authorized law enforcement request.

Notwithstanding the above, no coverage shall be afforded for any **Cyber Event** or **Claim** if the information withheld relating to such **Cyber Event** or **Claim** is subject to exclusion under section VI.A.6., Prior Knowledge, section VI.A.7., Pending or Prior Proceedings, or any other limitation in this **Policy** relating to any misrepresentations provided in the **Application**.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Voluntary & Preventative Shutdown Coverage

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to section V. Definitions, 65. **System Disruption**:

   Subject to our prior consent, which will not be unreasonably withheld, **System Disruption** includes a measurable interruption, suspension, degradation, or failure in the service of:

   a) with respect to Insuring Agreement I.C.1. Direct Business Interruption, **Insured Computer Systems**; and

   b) with respect to Insuring Agreement I.C.2. Contingent Business Interruption, **External Computer Systems**:

   directly caused by a **Voluntary Shutdown**.

2) The following is added to section V. Definitions:

   Voluntary Shutdown means an **Insured's** voluntary, intentional, and reasonably necessary shutdown of:

   a) with respect to Insuring Agreement I.C.1. Direct Business Interruption, **Insured Computer Systems** in response to a credible or actual threat of an **Information Privacy Event**, a **Network Security Event**, or, if attached as an endorsement to this **Policy**, a **System Failure** expressly directed against such **Insured Computer Systems**, but only to the extent that:

      i) a **System Disruption** may reasonably be expected in the absence of such shutdown; and

      ii) such shutdown serves to mitigate, reduce, or avoid **Business Interruption Loss**; and

   b) with respect to Insuring Agreement I.C.2. Contingent Business Interruption, the **Insured's** connectivity or access to **External Computer Systems** in response to an actual **Information Privacy Event**, **Network Security Event**, or, if attached as an endorsement to this **Policy**, **System Failure** against such **External Computer Systems**, but only to the extent that:

      i) a **System Disruption** may reasonably be expected in the absence of such shutdown; and

      ii) such shutdown serves to mitigate, reduce, or avoid **Contingent Business Interruption Loss**.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Financial Fraud Funds or Securities Endorsement

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to section V. Definitions, 27. **Funds or Securities**:

   Funds or Securities also means any tangible, physical, or other assets which maintain a fungible, market, or transferrable monetary value.

   Funds or Securities includes **Funds or Securities** that are owned by, or under the care, custody or control of, the **Insured Organization**.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Social Engineering Forged Instruments Carveback

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to section VI. Exclusions, C. Exclusions Applicable to Financial Fraud Insuring Agreements, item 3. Forged or Altered Instruments:

   However, this exclusion shall not apply with respect to Insuring Agreement I.E.1., Social Engineering.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Explicit Bricking Coverage Endorsement

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to section V. Definitions, 38. **Malicious Code**:

   Malicious Code includes **Bricking** that is functionally equivalent to **Malicious Code** described in paragraphs V.38.a. and V.38.b..

2) Section V. Definitions, 66. **System Restoration Loss**, paragraph a., is deleted and replaced with the following:

   a. restore **Computer Systems** to their level of functionality immediately prior to the applicable **Network Security Event**, including:

      i. replacing or reinstalling software programs contained therein; and

      ii. replacing or reinstalling computer hardware contained therein; provided, however, that this paragraph V.66.a.ii. is subject to:

         (a) section V. Definitions, 37. **Loss**, paragraph f. ii.; and

         (b) our determination that the replacement or reinstallation of computer hardware is essential to or will reduce the cost of the restoration effort of **Computer Systems** described in paragraph V.66.a. above;

3) The following is added to section V. Definitions:

   Bricking means any software or computer program which is purposefully designed to adversely affect and render any computer hardware or “IoT” device, including any critical computer hardware, components, or software program contained therein, as useless, inaccessible, damaged, or non-functional to an extent which is beyond reasonable repair or restoration.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Affirmative Pay-On-Behalf Intent (1st Party)

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) Section I. Insuring Agreements, A. Information Privacy, item 3. Event Response and Management, is deleted and replaced with the following:

   3. Event Response and Management

      We shall pay the **Insured Organization** for, or pay on behalf of the **Insured Organization**, all **Technical Response Loss**, **Legal Services Loss**, **Public Relations Loss**, **Notification Loss**, **Reward Expense Loss**, and **Credit Monitoring Loss** incurred by the **Insured Organization** as a result of an **Information Privacy Event** first discovered during the **Policy Period**.

2) Section I. Insuring Agreements, B. Network Security, item 2. Event Response and Recovery, is deleted and replaced with the following:

   2. Event Response and Recovery

      We shall pay the **Insured Organization** for, or pay on behalf of the **Insured Organization**, all **Technical Response Loss**, **Public Relations Loss**, **Data Recovery Loss**, **Reward Expense Loss**, and **System Restoration Loss** incurred by the **Insured Organization** as a result of a **Network Security Event** first discovered during the **Policy Period**.

3) Section I. Insuring Agreements, D. Cyber Extortion, item 1. Cyber Extortion, is deleted and replaced with the following:

   1. Cyber Extortion

      We shall pay the **Insured Organization** for, or pay on behalf of the **Insured Organization**, all **Extortion Loss**, **Reward Expense Loss**, and **Public Relations Loss** incurred by the **Insured Organization** as a direct result of an **Extortion Threat** first discovered during the **Policy Period**.

4) Section I. Insuring Agreements, F. Media Content, item 2. Media Event Response, is deleted and replaced with the following:

   2. Media Event Response

      We shall pay the **Insured Organization** for, or pay on behalf of the **Insured Organization**, all **Public Relations Loss** and **Reward Expense Loss** incurred by the **Insured Organization** as a result of a **Media Wrongful Act** first discovered during the **Policy Period**.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

HIPAA/HITECH Betterment Coverage ($25,000)

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to section V. Definitions:

HIPAA/HITECH Betterment Expenses means reasonable and necessary costs and expenses the **Insured Organization** becomes legally obligated to pay as a direct result of, and as part of, a final settlement or adjudication of a **Regulatory Claim** to:

a) create, iterate or improve the **Insured Organization's** internal policies or practices in order to establish or re-establish the **Insured Organization's** compliance with the following **Privacy Regulations**;

i) the U.S. Health Insurance Portability and Accountability Act (HIPAA), as amended; and/or

ii) the Health Information Technology for Economic and Clinical Health Act (HITECH), as amended.

HIPAA/HITECH Betterment Expenses are part of and not in addition to **Regulatory Assessments and Expenses**.

2) The following is added to section V. Definitions, 58. **Regulatory Assessments and Expenses**:

Regulatory Assessments and Expenses includes **HIPAA/HITECH Betterment Expenses**, if applicable; provided, however, that:

a) our maximum liability under this **Policy** and the most we shall pay for **HIPAA/HITECH Betterment Expenses** shall be $25,000;

b) the amount set forth in paragraph V.58.a) above is part of and not in addition to:

i) the **Aggregate Limit of Insurance**; and

ii) the amount stated as the Sub-Limit of Insurance for Insuring Agreement I.A.2. in ITEM 6. of the Declarations; and

c) **HIPAA/HITECH Betterment Expenses** shall only be considered **Damages** covered under this **Policy** to the extent such **HIPAA/HITECH Betterment Expenses** are deemed insurable under the applicable laws of any jurisdiction which most favors coverage and which has a substantial relationship to an **Insured**, us, this **Policy** or the **Regulatory Claim** which gave rise to such **HIPAA/HITECH Betterment Expenses**.

3) Section V. Definitions, 17. **Damages**, paragraph f., is deleted and replaced with the following:

f. with respect to a **Regulatory Claim** under Insuring Agreement I.A.2., any:

i) **Regulatory Penalties**;

ii) **GDPR Penalties**; and

iii) **Regulatory Assessments and Expenses**, including any **HIPAA/HITECH Betterment Expenses**.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

PCI-DSS Betterment Coverage ($25,000)

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) Section V. Definitions, 48. **PCI-DSS Response Expenses**, is deleted and replaced with the following:

48. **PCI-DSS Response Expenses** means reasonable and necessary costs and expenses to retain the services of:

a. a third party forensic firm that is a qualified Payment Card Industry Forensic Investigator, to determine the cause and scope of the **Information Privacy Event** which led to a **PCI-DSS Claim**;

b. a Qualified Security Assessor (QSA) to validate an **Insured Organization's** adherence to **PCI Data Security Standards** following a **PCI-DSS Claim**; and

c. a **Cyber Response Firm** to improve the **Insured Organization's** computer systems or network security in order to establish or re-establish the **Insured Organization's** adherence to **PCI Data Security Standards** following a **PCI-DSS Claim**.

Our maximum liability under this **Policy** and the most we shall pay for costs and expenses described in paragraph V.48.c. above shall be $25,000.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Enhanced Settlement Provision (90/10)

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) Section IV. Defense & Settlement of Claims, B. Settlement, item 1.b., is deleted and replaced with the following:

   b. we shall pay and maintain responsibility for ninety percent (90%) of all **Claim Expenses** and **Damages** that are in excess of the amount referenced in paragraph IV.B.1.a. above.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Affirmative Voluntary Notification Costs ($100,000)

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) Section V. Definitions, 44. **Notification Loss**, the last paragraph, is deleted and replaced with the following:

   Notification Loss includes costs and expenses incurred in order to comply with applicable **Privacy Regulations** and shall follow the law of the applicable jurisdiction which most favors coverage for such costs and expenses. Those voluntary costs and expenses not required to comply with any applicable **Privacy Regulations** shall be subject to, and require, our prior consent if the total amount of such costs and expenses exceeds $100,000.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Contingent Bodily Injury Coverage [Sub-Limit]

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to section II. Limits of Insurance :

   Solely with respect to the coverage afforded under part 2) of this endorsement, the most we shall pay, and our maximum liability, for all **Damages** and **Claims Expenses** resulting from any **Claim** alleging, based upon, arising out of, or attributable to **Bodily Injury** shall be:

   a) $250,000.

   Furthermore, the amount set forth directly above, in item 1)a) of this endorsement, will in no way serve to increase our liability under this **Policy** and shall be part of, and not in addition to, the Sub-Limit of Insurance for Insuring Agreement I.B.1. and the **Aggregate Limit of Insurance**.

2) The following is added to section VI. Exclusions, A. Exclusions Applicable to All Insuring Agreements, item 3. Bodily Injury:

   However, this exclusion shall not apply to:

   a) solely with respect to Insuring Agreement I.B.1., any **Claim** for **Bodily Injury** directly caused by, or directly resulting from, an otherwise covered **Network Security Wrongful Act**.

3) The following is added to section VII. Conditions, J. Other Insurance:

   As a condition precedent to the coverage provided under this endorsement, it is understood and agreed that:

   a) the **Insured** must maintain a valid and collectible commercial general liability insurance policy, effective throughout the **Policy Period** of this **Policy**, for its business activities and operations; and

   b) the coverage provided under this endorsement shall only apply to the extent no similar coverage is provided under any other insurance policy available to the **Insured** or, if applicable, any Additional Insureds for which coverage applies pursuant to section VII.A.2. Additional Insureds.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Invoice Manipulation Coverage

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to section II. Limits of Insurance:

   The following provisions shall apply solely with respect to coverage provided under Insuring Agreement I.E.2., Computer Fraud, in addition and subject to the provisions of section II. Limits of Insurance, and notwithstanding anything in the **Policy** to the contrary.

   a) Solely with respect to coverage provided and applied under Insuring Agreement I.E.2., Computer Fraud, as a direct result of **Computer Crimes** caused by **Invoice Manipulation**:

      i) our maximum liability under this **Policy** and the most we shall pay for any resulting **Computer Crimes Loss** incurred by the **Insured Organization** shall be the amount stated as the Sub-Limit of Insurance for Insuring Agreement I.E.2., Computer Fraud, in ITEM 6. of the Declarations; and

      ii) the applicable amount of covered **Computer Crimes Loss**, pursuant to paragraph 1)a)i) above, shall be part of and not in addition to:

         (1) the **Aggregate Limit of Insurance**; and

         (2) the amount stated as the Sub-Limit of Insurance stated for Insuring Agreements I.E.2., Computer Fraud, in ITEM 6. of the Declarations.

2) Section V. Definitions, 8. **Computer Crimes**, is deleted and replaced with the following:

   8. **Computer Crimes** means intentional, fraudulent, or unauthorized input, destruction, or modification of electronic data or computer instructions into **Computer Systems** by any entity which is not an **Insured Organization** or person who is not an **Insured Person**, provided that such **Computer Crimes** cause:

      a. **Funds or Securities** to be transferred, paid, or delivered;

      b. an account of the **Insured Organization**, or of its customer, to be added, deleted, debited, or credited; or

      c. **Invoice Manipulation**.

3) Section V. Definitions, 9. **Computer Crimes Loss**, is deleted and replaced with the following:

   9. **Computer Crimes Loss** means:

      a. with respect to **Computer Crimes** which did not cause **Invoice Manipulation**, the **Insured Organization's** loss of **Funds or Securities**; or

b. with respect to **Computer Crimes** which cause **Invoice Manipulation**, any **Invoice Costs** incurred by the **Insured Organization**.

4) The following are added to section V. Definitions:

a) **Invoice Manipulation** means the release or distribution of any fraudulent invoice or payment instruction to a third party which results in an **Uncollectable Invoice**.

b) **Uncollectable Invoice** means the **Insured Organization's** inability to collect payment of **Funds or Securities** from a third party, for goods, products or services that it has transferred or provided to such third party, as a result of the intentional, fraudulent, or unauthorized input, destruction, or modification of electronic data or computer instructions into **Computer Systems** by any entity which is not an **Insured Organization** or person who is not an **Insured Person**.

c) **Invoice Costs** means the direct net cost incurred by the **Insured Organization** to provide or transfer goods, products or services to a third party.

Invoice Costs shall not include any profit the **Insured Organization** expected to realize, as a result of transferring or providing such goods, products or services to such third party, had there been no **Computer Crimes** causing **Invoice Manipulation**.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Funds Transfer Fraud Coverage

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) Section I. Insuring Agreements, E. Financial Fraud, 1. Social Engineering, is deleted and replaced with the following:

   1. Social Engineering

      We shall pay the **Insured Organization** for **Fraudulent Inducement Loss** and **Reward Expense Loss** incurred by the **Insured Organization** as a direct result of:

      a. **Fraudulent Inducement Instructions** it receives and accepts, and which are first discovered, during the **Policy Period**; or

      b. **Fraudulent Inducement Instructions** a **Financial Institution** receives and accepts, and which are first discovered, during the **Policy Period**.

2) The following is added to section V. Definitions, 25. **Fraudulent Inducement Instructions**:

   Solely with respect to Insuring Agreement I.E.1., Social Engineering, part b., **Fraudulent Inducement Instructions** means a fraudulent electronic, telegraphic, cable, teletype, facsimile, telephone, or written instruction issued to a **Financial Institution**, without any **Insured's** knowledge, participation, or consent, which:

   a) directs such **Financial Institution** to transfer, pay, or deliver **Funds or Securities** from a **Bank Account**;

   b) directly causes **Funds or Securities** to be transferred, paid, or delivered from a **Bank Account**;

   c) is purportedly issued to such **Financial Institution** by an **Insured**; and

   d) is issued to such **Financial Institution** by any entity which is not an **Insured Organization** or by any person who is not an **Insured Person**.

   Fraudulent Inducement Instructions covered under Insuring Agreement I.E.1., Social Engineering, part b., does not mean or include **Computer Fraud** otherwise covered under Insuring Agreement I.E.2., Computer Fraud.

3) The following is added to section V. Definitions, 37. **Loss**:

   Solely with respect to Insuring Agreement I.E.1., Social Engineering, part b., **Loss** shall not include any:

a) amounts for which a **Financial Institution** has agreed to indemnify or reimburse the **Insured Organization** following such **Financial Institution's** receipt and acceptance of **Fraudulent Inducement Instructions**;

b) amounts of income lost or not realized by the **Insured Organization** or by any third party whose **Funds or Securities** are under the care, custody, or control of the **Insured Organization**;-

c) amounts lost as a result of any actual or alleged use of credit, debit, charge, access, convenience, or other cards or the information or data contained within, or on, such cards;

d) amounts lost as a result of the extension of any loan, credit, or similar promise to pay; or

e) amounts incurred by any **Insured** to prove or establish the existence of **Fraudulent Inducement Instructions**.

4) The following is added to section V. Definitions:

Bank Account means any account:

a) that is maintained by an **Insured Organization** at a **Financial Institution**; and

b) from which the **Insured Organization** can initiate the transfer, payment, or delivery of **Funds or Securities**.

5) The following is added to section V. Definitions:

Financial Institution means any financial or banking institution at which the **Insured Organization** maintains **Funds or Securities** in a **Bank Account**.

Financial Institution does not include any organization, entity, or institution which is an **Insured Organization**.

6) The following is added to section VII. Conditions, J. Other Insurance:

Solely with respect to Insuring Agreement I.E.1., Social Engineering:

If any **Insured** or any other party at interest in any **Fraudulent Inducement Loss** covered under this **Policy** has any other crime insurance, including but not limited to any other crime or fidelity bond, indemnity, or similar insurance, which would cover amounts of such loss in whole or in part in the absence of this **Policy**, then this **Policy** shall be null and void to the extent of the amount received or recoverable under such other crime insurance; provided further, however, that this **Policy** shall cover any otherwise covered **Fraudulent Inducement Loss** to the extent the amount of such **Fraudulent Inducement Loss** is in excess of the amount recoverable or received under the other crime insurance.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

CryptoJacking & Utility Coverage [Full Limits]

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to section I. Insuring Agreements, B. Network Security, item 2. Event Response and Recovery:

   Solely with respect to the coverage provided under this endorsement, Insuring Agreement I.B.2., Event Response and Recovery, also includes the following:

   We shall pay the **Insured Organization** for, or pay on behalf of the **Insured Organization**, all **Utility Loss** incurred by the **Insured Organization** as a result of a **Network Security Event** first discovered during the **Policy Period**.

2) The following is added to section V. Definitions:

   Crypto-Currency means a digital currency or asset which is electronically stored and transferred, is operated independently of any central bank or other central authority, and requires cryptographic techniques to verify and regulate its transfer and generation.

3) The following is added to section V. Definitions:

   CryptoJacking means the gaining of access to, or use of, an **Insured Computer System** by:

   a) an unauthorized person; or

   b) an authorized person for purposes not authorized by an **Insured Organization**;

   to mine for **Crypto-Currency**.

4) The following is added to section V. Definitions:

   Telephone Fraud means the gaining of access to, or use of, an **Insured Computer System** by:

   a) an unauthorized person; or

   b) an authorized person for purposes not authorized by an **Insured Organization**;

   to fraudulently infiltrate and manipulate telecommunications or telephone system(s) from a remote location.

5) The following is added to section V. Definitions:

Utility Loss means additional amounts incurred by the **Insured Organization** for its use of, or access to, any of the following utility services or resources:

a) electricity, natural gas, oil, water, or sewage;

b) television or internet; or

c) telecommunication or telephone toll, line, or long distance communication.

Provided further, however, that such **Utility Loss** includes only those additional amounts which:

d) are charged to the **Insured Organization** by the provider of the respective utility resource or service:

i) in a periodic billing statement due for payment during the **Policy Period**;

ii) pursuant to a written contract between the **Insured Organization** and such utility resource or service provider that was executed before the **CryptoJacking** or **Telephone Fraud** first occurred; and

iii) in excess of any amount(s) which the **Insured Organization** would have incurred had no **CryptoJacking** or **Telephone Fraud** occurred;

e) are not charged to the **Insured Organization** at a flat fee that does not scale with the rate or use of the respective utility resource or service.

6) The following is added to section V. Definitions, 37. **Loss**:

Solely with respect to Insuring Agreement I.B.2., Event Response and Recovery:

Loss also means **Utility Loss**, but solely to the extent such **Utility Loss** is incurred by the **Insured Organization** as a direct result of **CryptoJacking** or **Telephone Fraud**.

7) The following is added to section V. Definitions, 42. **Network Security Event**.

Solely with respect to Insuring Agreement I.B.2., Event Response and Recovery:

Network Security Event also means any actual or reasonably suspected **CryptoJacking** or **Telephone Fraud**, but solely to the extent such **CryptoJacking** or **Telephone Fraud** results directly in **Utility Loss** incurred by the **Insured Organization**.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Breach Costs Outside [Additional Limit]

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to the **Policy**:

	Value
Additional Breach Costs Limit:	$1,000,000.

Provided further, however, that if the amount stated in ITEM 6 of the Declarations as the Sub-Limit of Insurance applicable to Insuring Agreement I.A.3. is less than $1,000,000, then the amount of **Additional Breach Costs Limit** provided under this endorsement shall not be $1,000,000 but instead shall be an amount equal to the Sub-Limit of Insurance applicable to Insuring Agreement I.A.3..

2) The following is added to section II. Limits of Insurance:

C. BREACH COSTS OUTSIDE [ADDITIONAL LIMIT]

The conditions, limitations, and other terms of this section II.C. shall apply solely with respect to coverage provided under Insuring Agreement I.A.3., Event Response and Management.

(1) **Loss** incurred by the **Insured Organization** as a result of an **Information Privacy Event** first discovered during the **Policy Period** under Insuring Agreement I.A.3. shall first apply to, and reduce, the **Additional Breach Costs Limit**.

(2) The **Additional Breach Costs Limit** shall be:

a) one single additional limit of insurance applicable solely to **Loss** incurred under, and pursuant to, Insuring Agreement I.A.3., regardless of the number of **Information Privacy Events** discovered during the **Policy Period**; and

b) in addition to, and not part of, the Sub-Limit of Insurance applicable to Insuring Agreement I.A.3. and the **Aggregate Limit of Insurance**.

(3) Payment of the **Additional Breach Costs Limit** by us shall reduce, and may exhaust, the **Additional Breach Costs Limit**. If the **Additional Breach Costs Limit** is exhausted by our payment of **Loss**, we shall have no further obligations with respect to the **Additional Breach Costs Limit** coverage provided under this endorsement.

(4) Upon exhaustion of the **Additional Breach Costs Limit**, any further payment by us of **Loss** incurred by the **Insured Organization** as a result of an **Information Privacy Event** first discovered during the **Policy Period** under Insuring Agreement I.A.3. shall:

a) be part of, and not in addition to, the Sub-Limit of Insurance applicable to Insuring Agreement I.A.3. and the **Aggregate Limit of Insurance**; and

b) reduce, and may exhaust, the Sub-Limit of Insurance applicable to Insuring Agreement I.A.3. and the **Aggregate Limit of Insurance**.

3) The following is added to section II. Limits of Insurance, A. Aggregate Limit of Insurance:

This section II.A., Aggregate Limit of Insurance, shall apply subject to section II.C., which is set forth in part 2) of this endorsement.

4) The following is added to section II. Limits of Insurance, B. Sub-Limits of Insurance:

This section II.B., Sub-Limits of Insurance, shall apply subject to section II.C., which is set forth in part 2) of this endorsement.

5) The following is added to section V. Definitions:

Additional Breach Costs Limit means the amount set forth in part 1) of this endorsement.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

OFAC Exclusion Endorsement

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to section VI. Exclusions, A. Exclusions Applicable to All Insuring Agreements:

   alleging, based upon, arising out of, or attributable to the violation of, or the exposure of any **Insured** or us to, any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, regulations of the United States Treasury Department's Office of Foreign Assets Control ("OFAC").

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Government Action & Licensing Exclusion

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) Section VI. Exclusions, B. Exclusions Applicable to Particular Insuring Agreements, item 8. Licensing is deleted in its entirety.

2) The following is added to section VI. Exclusions, A. Exclusions Applicable to All Insuring Agreements:

   alleging, based upon, arising out of, or attributable to any governmental investigation or enforcement of any federal, state, or local regulation or any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other federal, state, or local government agency, or ASCAP, SESAC, BMI or other licensing or rights entities in such entity's regulatory, quasi-regulatory, or official capacity, function or duty.

   However, this exclusion shall not apply to:

   a. an otherwise covered **Regulatory Claim** under Insuring Agreement I.A.2. of this **Policy**.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Amendment to Pollution and Nuclear, Biological, and Chemical Contamination Exclusions Endorsement

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) Section V. Definitions, 52. **Pollution**, is deleted and replaced with the following:

   52. **Pollution** means any liquid, gaseous, solid or thermal irritant or contaminant, including vapor, smoke, fumes, acids, chemicals, microorganisms, mold, mildew, fungus, spores, bacteria, disease, virus, and materials to be recycled, reconditioned or reclaimed.

2) Section VI. Exclusions, A. Exclusions Applicable to All Insuring Agreements, item 8. Pollution, is deleted and replaced with the following:

   8. Pollution

      alleging, based upon, arising out of, or attributable to:

      a. the presence or actual, alleged or threatened discharge, release, seepage, migration, or disposal of **Pollution**;

      b. any request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollution**, including any voluntary decision to do so; or

      c. any request or requirement brought by or on behalf of any governmental authority relating to testing, monitoring, cleaning, removing, containing, treating, neutralizing, or in any way responding to or assessing the effects of **Pollution**.

3) Section VI. Exclusions, A. Exclusions Applicable to All Insuring Agreements: 10. Nuclear, Biological, and Chemical Contamination is deleted and replaced with the following:

10. Nuclear, Biological, and Chemical Contamination:

alleging, based upon, arising out of, or attributable to any planning, construction, maintenance, or use of any nuclear reactor, nuclear storage, disposal, waste or radiation site, or any other nuclear facility or site, the transportation of nuclear material, or any nuclear reaction or radiation, or radioactive, biologica1, including, but not limited to, mold, mildew, fungus, spores, disease, virus or microorganism of any type, nature or description, or chemical contamination, regardless of its cause.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Biometric Privacy Violation Exclusion (Data Breach Carveback)

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to section VI. Exclusions, A. Exclusions Applicable to All Insuring Agreements:

   Biometric Privacy Violation

   alleging, based upon, arising out of, or attributable to any violation of the Biometric Information Privacy Act (BIPA) or any similar federal, state, common, or foreign law.

   However, this exclusion shall not apply to:

   a. solely with respect to Insuring Agreements I.A.1. and I.A.2., an otherwise covered **Claim** for an **Information Privacy Wrongful Act** based upon or resulting from any actual or reasonably suspected failure to prevent unauthorized access to **Protected Personal Information**.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Business Interruption Waiting Period Endorsement

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to the **Policy**:

The applicable and respective value of **Business Interruption Waiting Period** is stated in the following table:

	Value
Business Interruption Waiting Period:	8 hours.

2) The following is added to Section III. Retention:

In addition and subject to all other provisions of Section III. Retention and solely with respect to coverage provided under Insuring Agreements I.C.1. and I.C.2., if a **System Disruption** of **Computer Systems** directly results from a **Network Security Event** or **Information Privacy Event** then:

a) for each such **System Disruption**:

i) our liability shall apply only after the **Business Interruption Waiting Period** has elapsed; and

ii) only to that portion of **Loss** incurred by the **Insured Organization** after such **Business Interruption Waiting Period** has elapsed; and

b) if the applicable **System Disruption** is covered under both Insuring Agreements I.C.1. and I.C.2.:

i) the sum of the **Business Interruption Waiting Periods** shall not exceed the largest applicable **Business Interruption Waiting Period**; and

c) the **Retention** amount in ITEM 6 of the Declarations will not apply.

3) Section V. Definitions, 49. **Period of Restoration**, is deleted and replaced with the following:

49. **Period of Restoration** means the continuous period of time that:

a. begins with the expiration of the **Business Interruption Waiting Period**; and

b. ends on the date when **Insured Computer Systems** or **External Computer Systems** are, or could have been, repaired or restored with reasonable speed to the same functionality and level of service which existed prior to the **System Disruption**.

A **Period of Restoration** shall not exceed one hundred eighty (180) days from the date the applicable **System Disruption** first occurred; provided, however, that the end of the **Policy Period** shall not cut short the **Period of Restoration**.

4) The following are added to section V. Definitions:

   a) **Business Interruption Waiting Period** means the number of hours stated as the value of **Business Interruption Waiting Period** within the table under part 1) of this endorsement.

      The **Business Interruption Waiting Period** begins at the date and time the actual **System Disruption** starts, and ends after the number of **Business Interruption Waiting Period** hours have elapsed.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Contingent and Direct System Failure (for use with Business Interruption Waiting Period Endorsement)

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to the **Policy**:

   The applicable and respective values of **Direct System Failure Limit**, **Contingent System Failure Limit**, and **System Failure Waiting Period** are stated in the following table.

	Value
Direct System Failure Limit:	$1,000,000.
Contingent System Failure Limit:	$1,000,000.
System Failure Waiting Period:	8 hours.

2) The following is added to section II. Limits of Insurance:

   The following provisions shall apply solely with respect to coverage provided under Insuring Agreements I.C.1. and I.C.2., in addition and subject to the provisions of section II. Limits of Insurance, and notwithstanding anything in the **Policy** to the contrary.

   a) With respect to coverage provided and applied under Insuring Agreements I.C.1., the **Direct System Failure Limit** is:

      i) part of and not in addition to the **Aggregate Limit of Insurance** and the applicable Sub-Limit of Insurance stated in ITEM 6 of the Declarations for Insuring Agreements I.C.1..

   b) With respect to coverage provided and applied under Insuring Agreements I.C.2., the **Contingent System Failure Limit** is:

      i) part of and not in addition to the **Aggregate Limit of Insurance** and the applicable Sub-Limit of Insurance stated in ITEM 6 of the Declarations for Insuring Agreements I.C.2..

3) The following is added to the section III. Retention:

In addition and subject to all other provisions of Section III. Retention and solely with respect to coverage provided under Insuring Agreements I.C.1. and I.C.2., if a **System Disruption** of **Computer Systems** directly results from a **System Failure** then:

a) for each such **System Disruption**:

i) our liability shall apply only after the **System Failure Waiting Period** has elapsed; and

ii) only to that portion of **Loss** incurred by the **Insured Organization** after such **System Failure Waiting Period** has elapsed; and

b) if the applicable **System Disruption** is covered under both Insuring Agreements I.C.1. and I.C.2.:

i) the sum of the **System Failure Waiting Periods** shall not exceed the largest applicable **System Failure Waiting Period**; and

c) if such **System Disruption** is also the direct result of a **Network Security Event** or **Information Privacy Event**:

i) the **System Failure Waiting Period** shall apply only to that portion of the **System Disruption** which is a direct result of a **System Failure**; and

d) the **Retention** amount in ITEM 6 of the Declarations will not apply.

4) Section V. Definitions, 49. **Period of Restoration**, is deleted and replaced with the following:

49. **Period of Restoration** means the continuous period of time that:

a. begins:

i. with respect to a **System Disruption** that is directly caused by a **Network Security Event** or **Information Privacy Event**, with the expiration of the **Business Interruption Waiting Period**; or

ii. with respect to a **System Disruption** that is directly caused by a **System Failure**, with the expiration of the **System Failure Waiting Period**; and

b. ends on the date when **Insured Computer Systems** or **External Computer Systems** are, or could have been, repaired or restored with reasonable speed to the same functionality and level of service which existed prior to the **System Disruption**.

A **Period of Restoration** shall not exceed one hundred eighty (180) days from the date the applicable **System Disruption** first occurred; provided, however, that the end of the **Policy Period** shall not cut short the **Period of Restoration**.

5) Section V. Definitions, 65. **System Disruption**, is deleted and replaced with the following:

65. **System Disruption** means the measurable interruption, suspension, degradation, or failure in the service of:

a. with respect to Insuring Agreement I.C.1., **Insured Computer Systems**; and

b. with respect to Insuring Agreement I.C.2., **External Computer Systems**;

directly caused by a **Network Security Event**, **Information Privacy Event**, or **System Failure**.

6) The following are added to section V. Definitions:

a) **Contingent System Failure Limit** means, solely with respect to coverage provided under Insuring Agreements I.C.2., the amount stated as the value of **Contingent System Failure Limit** within the table under part 1) of this endorsement.

The **Contingent System Failure Limit** is the most we shall pay, and represents our maximum liability, for all **Contingent Business Interruption Loss**, **Extra Expense**, **Public Relations Loss**, and **Reward Expense Loss**, combined, resulting from a **System Disruption** of **External Computer Systems** directly caused by a **System Failure**.

b) **Direct System Failure Limit** means, solely with respect to coverage provided under Insuring Agreements I.C.1., the amount stated as the value of **Direct System Failure Limit** within the table under part 1) of this endorsement.

The **Direct System Failure Limit** is the most we shall pay, and represents our maximum liability, for all **Business Interruption Loss**, **Extra Expense**, **Public Relations Loss**, and **Reward Expense Loss**, combined, resulting from a **System Disruption** of **Insured Computer Systems** directly caused by a **System Failure**.

c) **Human Error or Omission** means an operating error or omission by:

i) an **Employee**; or

ii) an entity which is not an **Insured Organization**, or a person who is not an **Insured Person**, in their provision, fulfillment or delivery of services to an **Insured Organization**.

Human Error or Omission includes, but is not limited to, errors or omissions in the selection, utilization, choice, or incorrect or inappropriate intervention of computer programs, software and parameters.

d) **Infrastructure Power Failure** means a failure, surge or capacity reduction of an electrical system, network or infrastructure under the direct operational control of the **Insured Organization**.

e) **Programming Error** means an error that occurs during the programming, development or encoding of any computer software, program, application, firmware, or operating system that results in an interruption of the **Insured Organization's** operations or the malfunction or inoperability of **Computer Systems**.

f) **System Failure** means any unplanned and measurable interruption, suspension, degradation, or failure in the service of **Computer Systems** which is not directly caused by a **Network Security Event** or **Information Privacy Event**.

System Failure includes, but is not limited to, an unplanned:

i) **Human Error or Omission**;

ii) **Programming Error**; or

iii) **Infrastructure Power Failure**.

g) **System Failure Waiting Period** means the number of hours stated as the value of **System Failure Waiting Period** within the table under part 1) of this endorsement.

The **System Failure Waiting Period** begins at the date and time the actual **System Disruption** starts, and ends after the number of **System Failure Waiting Period** hours have elapsed.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Contingent Non-IT Provider System Disruption (for use with Contingent and Direct System Failure Endorsement)

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1) The following is added to the **Policy**:

The applicable and respective value of the **Contingent Non-IT Provider Business Interruption Limit** and **Contingent Non-IT Provider System Failure Limit** is stated in the following table:

	Value
Contingent Non-IT Provider Business Interruption Limit:	$1,000,000.
Contingent Non-IT Provider System Failure Limit:	$1,000,000.

2) The following is added to section II. Limits of Insurance:

The following provisions shall apply solely with respect to coverage provided under Insuring Agreements I.C.2., in addition and subject to the provisions of section II. Limits of Insurance, and notwithstanding anything in the **Policy** to the contrary.

a) With respect to coverage provided and applied under Insuring Agreements I.C.2., the **Contingent Non-IT Provider Business Interruption Limit** and **Contingent Non-IT Provider System Failure Limit** is:

i) part of and not in addition to the **Aggregate Limit of Insurance** and the applicable Sub-Limit of Insurance stated in ITEM 6 of the Declarations for Insuring Agreements I.C.2..

3) The follow is added to Section V. Definitions, 10. **Computer Systems**:

Solely with respect to Insuring Agreement I.C.2. Contingent Business Interruption, **Computer Systems** also means **Non-IT Provider Computer Systems**.

4) Section V. Definitions, 11. **Contingent Business Interruption Loss** is deleted and replaced as follows:

11. **Contingent Business Interruption Loss** means the following amounts incurred by an **Insured Organization** during the **Period of Restoration**:

    a. net profit before income taxes that would have been earned had no **System Disruption** of **External Computer Systems** or **Non-IT Provider Computer Systems** occurred;

    b. net loss before income taxes that would have been avoided had no **System Disruption** of **External Computer Systems** or **Non-IT Provider Computer Systems** occurred;

    c. the **Insured Organization's** continuing normal operating and payroll expenses; and

    d. costs to retain the services of a third party forensic accounting firm to determine the amounts of **Contingent Business Interruption Loss** described in paragraphs V.11.a.–V.11.c. above, subject to our prior consent.

5) Section V. Definitions, 49. **Period of Restoration**, is deleted and replaced with the following:

49. **Period of Restoration** means the continuous period of time that:

a. begins:

   i. with respect to a **System Disruption** that is directly caused by a **Network Security Event** or **Information Privacy Event**, with the expiration of the **Business Interruption Waiting Period**; or

   ii. with respect to a **System Disruption** that is directly caused by a **System Failure**, with the expiration of the **System Failure Waiting Period**; and

b. ends on the date when **Insured Computer Systems**, **External Computer Systems**, or **Non-IT Provider Computer Systems** are, or could have been, repaired or restored with reasonable speed to the same functionality and level of service which existed prior to the **System Disruption**.

A **Period of Restoration** shall not exceed one hundred eighty (180) days from the date the applicable **System Disruption** first occurred; provided, however, that the end of the **Policy Period** shall not cut short the **Period of Restoration**.

6) The following is added to section V. Definitions, 65. **System Disruption**:

Subject to our prior consent, which will not be unreasonably withheld, **System Disruption** includes a measurable interruption, suspension, degradation, or failure in the service of:

a) with respect to Insuring Agreement I.C.1. Direct Business Interruption, **Insured Computer Systems**; and

b) with respect to Insuring Agreement I.C.2. Contingent Business Interruption, **External Computer Systems** or **Non-IT Provider Computer Systems**.

directly caused by a **Network Security Event**, **Information Privacy Event**, or **System Failure**.

7) The following is added to Section V. Definitions:

a) **Contingent Non-IT Provider Business Interruption Limit** means, solely with respect to coverage provided under Insuring Agreements I.C.2., the amount stated as the value of **Contingent Non-IT Provider Business Interruption Limit** within the table under paragraph 1) of this endorsement.

The **Contingent Non-IT Provider Business Interruption Limit** is the most we shall pay, and represents our maximum liability, for all **Contingent Business Interruption Loss**, **Extra Expense**, **Public Relations Loss**, and **Reward Expense Loss**, combined, resulting from a **System Disruption** of **Non-IT Provider Computer Systems** directly caused by a **Network Security Event** or **Information Privacy Event**.

b) **Contingent Non-IT Provider System Failure Limit** means, solely with respect to coverage provided under Insuring Agreements I.C.2., the amount stated as the value of **Contingent Non-IT Provider System Failure Limit** within the table under paragraph 1) of this endorsement.

The **Contingent Non-IT Provider System Failure Limit** is the most we shall pay, and represents our maximum liability, for all **Contingent Business Interruption Loss**, **Extra Expense**, **Public Relations Loss**, and **Reward Expense Loss**, combined, resulting from a **System Disruption** of **Non-IT Provider Computer Systems** directly caused by a **System Failure**.

c) **Non-IT Provider** means any entity that is not owned, operated, or controlled by an **Insured** that provides products or services to an **Insured Organization** pursuant to a written contract with the **Insured Organization** for the provision of such products or services.

d) **Non-IT Provider Computer Systems** means any computer hardware, software, firmware, wireless device, voice based telecommunication system, operating system, virtual machine, as well as any data stored thereon, and:

i) associated input, output, processing, data storage, and mobile devices, networks, operating systems, application software, networking equipment, storage area networks, and other electronic data storage or backup facilities; and

ii) includes, but is not limited to, associated telephone systems (including “PBX”, “CBX,” “Merlin,” or “VoIP”), remote access systems (including “DISA”), peripheral communication equipment and systems, industrial control systems (including “SCADA”), Internet of things (commonly referred to as “IoT”), media libraries, extranets, and offline electronic data storage facilities;

which are rented, leased, owned, or operated by a **Non-IT Provider**.

Non-IT Provider Computer Systems does not mean **Insured Computer Systems** or **External Computer Systems**.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

at bay

This endorsement is attached to, forms part of, and modifies:

Policy number: AB-6617380-04
Named Insured: Caissa Public Strategy, LLC

Embedded Security Endorsement

Insurance coverage underwritten by At-Bay Specialty Insurance Company | 1209 Orange Street | Wilmington, DE 19801

In consideration of **Embedded Security** fee identified in ITEM 3 of the Declarations, it is agreed that this **Policy** is amended as follows:

1) During the **Policy Period**, **Embedded Security** is available to the **Named Insured**.

2) The following is added to Section V. Definitions:

Embedded Security means the cybersecurity loss control and risk management tools, included as part of At-Bay's cybersecurity risk management solution. **Embedded Security** offerings include:

- At-Bay Stance™ Exposure Manager. A purpose-built platform that provides regular scans to identify your IT assets, scans for vulnerabilities, prioritizes actions based on threat intelligence, and showcases a unified risk dashboard.
- At-Bay Stance™ Managed Security. Managed Security may include, but is not limited to, the following: risk advisory services; preferred pricing and select subsidized offerings on third-party risk management tools, solutions, and services; mitigation and implementation services; and other cyber loss control and risk management tools and resources.

Eligibility, rules, and limitations will vary based on your risk profile and security requirements. For details and instructions on how to activate your Exposure Manager account and for a current list of the **Embedded Security** offerings that may be available to you please visit: at-bay.com/embedded-security.

Embedded Security offerings may be provided by At-Bay Insurance Services, LLC, its affiliates, or other third parties and may require the **Named Insured** to enter into a separate agreement with the relevant company. For the avoidance of doubt, it is the sole discretion of the **Named Insured** to engage with any of the **Policy's Embedded Security** offerings and such engagement has no impact on the premium or fees charged under this **Policy**.

From time to time At-Bay may enter into agreements with third parties to make available the loss control services or products referenced above. At-Bay's agreement with any third party does not eliminate any **Insured's** obligations under this **Policy** or change any terms of this **Policy**. At-Bay's agreement with any third party and any related program may be terminated at any time.

3) Section VII. Conditions, G. Policy Termination, is modified to the extent necessary to provide the following:

If this **Policy** is canceled by the **Named Insured** prior to the end of the **Policy Period**, we shall refund the **Embedded Security** fee identified in ITEM 3 of the Declarations computed pro rata.

Such adjustment shall be made as soon as practical upon termination of the **Policy**, but payment or tender of any such fee by us shall not be a condition precedent to the effectiveness of such termination.

All other terms, conditions, and exclusions of the **Policy** shall remain unchanged.

Notice to Policyholders

Includes copyrighted material of Insurance Services Office, Inc., with its permission

In accordance with TRIA requirements, this Notice is being provided to our Policyholders:

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS NOTICE IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISKINSURANCE ACT. THIS NOTICE DOES NOT GRANT ANY COVERAGE ORCHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

SCHEDULE – PART I
Terrorism Premium (Certified Acts): *$0* This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): *Cyber Insurance Policy*
SCHEDULE – PART II
Federal Share of Terrorism Losses: *80%* (refer to Paragraph B. below) Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Disclosure of Premium**
In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this notice or in the policy Declarations.

B. **Disclosure of Federal Participation in Payment of Terrorism Losses**
The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this notice or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. **Cap on Insurer Participation in Payment of Terrorism Losses**
If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Z:

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Caissa Public Strategy

Vendor FEIN: 27- 4242155

Vendor's Authorized Representative Name and Title: Paige Walkup and President of Caissa Public Strategy

Address: 5100 Poplar Ave Suite 1720

City: Memphis State:TN Zip:38137

Phone Number: 901 - 522 - 1030

Email Address: paige@caissaps.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Paige Walkup

Date: December 1, 2025

Approved as to Content & Form
CarolineMockler, Esq.
Staff Counsel, HCSD
8:46 am, 04/25/2025

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Paige Walkup

Company Name: Caissa Public Strategy LLC d/b/a Caissa K12

Title: President of Caissa Public Strategy

Signature: _____

Date: December 1, 2025

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
8:49 am, 04/25/2025

STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD

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

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

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

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

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

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

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

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

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

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

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter ("Court") have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

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

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

of Chapter 218, Florida Statutes.

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

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

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

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

of Chapter 218, Florida Statutes.

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

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

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

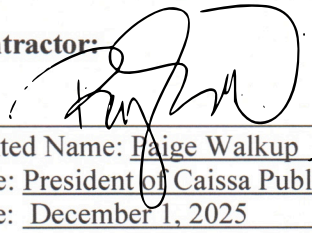
19. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

20. If the Contractor receives access to an individual s personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

21. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:



Printed Name: Paige Walkup
Title: President of Caissa Public Strategy
Date: December 1, 2025

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
10:44 am, 06/17/2025

Complete Section A or B; and C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 41. 26-3396 12/9/2025

Title and Board Action Requested
Approve the renewal of the piggyback of OMNIA Partners, Region XIV Education Service Center bid RFP No. 45-22, Technology Solutions, Products and Services awarded to Bluum USA, Inc and authorize the purchase of goods and services for an estimated annual spending of $100,000.00.

Executive Summary
The Director of Technology and Information Services, on behalf of the Superintendent of Schools, hereby requests the Board to approve the renewal of the piggyback of OMNIA Partners, Region XIV Education Service Center, RFP No. 45-22: Technology Solutions, Products and Services awarded to Bluum USA, Inc and authorize the purchase of goods and services for an estimated annual spending of $100,000.00.

This piggyback will supplement our currently approved contract for Computers and Technology, which will allow for a larger offering of technology products and services to the district at competitive prices.

HCSB Bid No. 25-204-27 PB RN has been assigned for internal tracking purposes.

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

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
See attached budget sheet.

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

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: December 9, 2025

Bid No. 25-204-27 PB RN

Bid Title: Technology Solutions, Products and Services

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☒Renewal of Contract	☐Sole/Single Source	☐Re-Award (Partial/Whole)
☐Contract Termination	☐Amendments to Contract	☐Extension of Contract	☐Emergency
☐Reversed Auction	☒Piggyback: ONNIA	☐Responsive/Responsible Bidders	

Bid Contract Period: 12/09/2025 through 11/30/2026 ☐ 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
4		1	

Rationale/Reason: Renewal of the Piggyback of OMNIA Partners, Region XIV Education Service Center, RFP No. 45-22, Contract No. 01-150: Technology Solutions, Products and Services, awarded to Bluum USA, Inc. This contract will supplement the Computers and Technology contract currently approved and in place. HCSB Bid No. 25-204-27 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: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Joseph Amato
Director of Technology Information Services

Department(s): TIS

Recommended award: (See attached)

T/C CODE: 2527

Awarded Vendor:

Bluum USA, Inc.
Sara Gormally
(513) 410-3427
Sara.gormally@bluum.com

1-30% Discount off of Manufacturer's List Price of Products & Solutions Offered

Complete Section A or B; and C

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

A. Item Currently Budgeted -

Account Name: General/Capital/Federal/Millage

Account Number: 1100/1120/4XX (Fund) 8200 (Function) Various (Object) Various (Cost Center) 44550/45700/00107 (Project) (Sub Project)

Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$ 100,000.00		$

Account Name:

Account Number: (Fund) (Function) (Object) (Cost Center) (Project) (Sub Project)

Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number: (Fund) (Function) (Object) (Cost Center) (Project) (Sub Project)

Amount $

Funding Source:

Account Name:

Account Number: (Fund) (Function) (Object) (Cost Center) (Project) (Sub Project)

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ◉

Prior Year Approved Budget: $ 0.00

Prior Year Actual Spent: $ 0.00

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

Agenda Item # 42. 26-3402 12/9/2025

Title and Board Action Requested
Approval to Reject all Proposals for RFP No. 26-918-08: Comprehensive Educational Facilities Plan.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board Approval to Reject all Proposals for RFP No. 26-918-08: Comprehensive Educational Facilities Plan.

It has been determined that it is in the best interest of the Hernando County School Board to reject all proposals received and cancel the above-mentioned solicitation. Budget availability and changes in enrollment no longer warrant the scope of services requested at the time the RFP was issued.

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.

The School District of Hernando County, Florida
PURCHASING DEPARTMENT
8050 Mobley Road
Brooksville, FL 34601
Phone: (352) 797-7060
Fax: (352) 797-7160

Superintendent: *Ray Pinder*
Board Chairperson: *Shannon Rodriguez*
Vice Chairperson: *Mark Johnson*
Board Members:
Michelle Bonczek
Susan Duval
Kayce Hawkins

HERNANDO SCHOOL DISTRICT

Learn it. Love it. Live it.

PURCHASING DEPARTMENT

NOTICE OF INTENT TO REJECT

To: Interested Parties

Date: October 22, 2025

Re: Notice of Intent to Reject
RFP No. 26-918-08: Comprehensive Educational Facilities Plan

This memo serves as official notification that a recommendation will be made to The Hernando County School Board to reject all proposals received for RFP No. 26-918-08: *Comprehensive Educational Facilities Plan*.

It has been determined that it is in the best interest of the Hernando County School Board to reject all proposals received and cancel the above-mentioned solicitation. Budget availability and changes in enrollment no longer warrant the scope of services requested at the time the RFP was issued.

Per Section 119.071(3) Florida Statutes, the rejected bids or proposals shall remain exempt from Sections 119.07(1) and 24(a), Art. I of the State Constitution until such time as the HCSD provides notice of an intended decision concerning the reissued competitive solicitation or until the HCSD withdraws the reissued competitive solicitation. The submitted bids or proposals shall not be exempt for longer than twelve (12) months after the date of this Notice of Rejection.

The right to file an *Intent to Protest* expires seventy-two (72) hours from the date/time of the initial posting of this notice. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any questions related to procurement procedures may be directed to the Purchasing Department. Thank you for your continued interest in conducting business with the Hernando County School District.

Sincerely,

Purchasing Department
Hernando County School District
(352) 797-7060

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 43. 26-3406 12/9/2025

Title and Board Action Requested
Approve the renewal of Bid No. 22-450-12 RA RN Architectural and Access Control Hardware, awarded to multiple vendors and authorize the purchases for an estimated annual spending of $600,000.00.

Executive Summary
The Director of Safe Schools, on behalf of the Superintendent of Schools, hereby requests the Board approve the Renewal of Bid No. 22-450-12 RA RN, Architectural and Access Control Hardware, awarded to multiple vendors, who had participated in a reverse auction. This bid established a contract with supplier(s) to provide and deliver Architectural and Access Control Hardware to the Office of Safe Schools Department as needed and to secure firm discounts off manufacturer's list prices, for the contract period specified. All product pricing (list price minus discount) shall be firm, net pricing and shall include ALL freight and handling charges. The contract is awarded by individual item(s) to a primary and secondary vendor (where available) meeting all terms, conditions and specifications outlined in the bid document and who will serve the best interest of the district.

This contract is also available for use by other district sites/departments for projects when necessary, utilizing their already approved annual budgets.

My Contact
Angel Pagan
Director of Safe Schools
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.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: **December 9, 2025**

Bid No. 22-450-12 RA RN

Bid Title: Architectural and Access Control Hardware

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☒Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☐Bid Extension	☐Emergency
☒Reversed Auction	☐ Piggyback Cooperative		

Bid Contract Period: 12/22/2025 through 12/21/2026 ☐ 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
	1		1	

Rationale/Reason: Renewal of Contract. Item numbers 1, 35, 48 & 49 received "no bids" and are not awarded.

Bidders Electronically Downloaded From Bidnet Direct Website: n/a	**Bids Received:**	**No Bids:**	**Late Bids:**	**Rejected Bids:**	☒ **N/A –** Bids Not Required**:** Renewal

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Angel Pagan
Director of Safe Schools

Department(s): Office of Safe Schools

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

T/C CODE: 2212

This award established a contract with supplier(s) to provide and deliver Architectural and Access Control Hardware to the Office of Safe Schools Department, as needed and to secure firm discounts off manufacturer's list prices, for the contract period as specified herein. All product pricing (list price minus discount) shall be firm, net pricing and shall include **ALL** freight and handling charges. The contract is awarded by individual item(s) to a *primary* and *secondary* vendor (where available) meeting all the terms, conditions and specifications outlined in the bid document and who will serve in the best interest of the district.

Item No.	Description	Vendor		Percentage (%) Discount (-) on List Price
2.	**Adams Rite Supplies**® & Replacement Parts		Southern Lock & Supply	-59.00%
3.	**Amano**® Supplies & Replacement Parts		Tri-County Locksmith	-2.00%
4.	**Aperio**® Supplies & Replacement Parts	*Primary*	Southern Lock & Supply	-45.00%
		Secondary	Tri-County Locksmith	-25.00%
5.	**Bommer Industries**® Supplies & Replacement Parts	*Primary*	Southern Lock & Supply	-15.00%
		Secondary	Independent Hardware South	-11.25%
6.	**C.Q.R. IT**® Supplies & Replacement Parts		Southern Lock & Supply	-20.00%
7.	**Clearview**® Supplies & Replacement Parts		Southern Lock & Supply	-20.00%
8.	**CompX**® Supplies & Replacement Parts		Independent Hardware South Inc.	-48.25%
9.	**Detex**® Supplies & Replacement Parts		Independent Hardware South Inc.	-54.50%
10.	**Digital Video Surveillance Recorders** Supplies & Replacement Parts	*Primary*	Tri-County Locksmith	-22.25%
		Secondary	Southern Lock & Supply	-15.00%
11.	**Don-Jo**® Supplies & Replacement Parts		Independent Hardware South Inc.	-59.00%
12.	**Dorma**® Supplies & Replacement Parts		Independent Hardware South Inc.	-56.25%
13.	**Falcon**® Supplies & Replacement Parts		Independent Hardware South Inc.	-65.00%
14.	**HES**® Supplies & Replacement Parts		Southern Lock & Supply	-57.25%
15.	**Houdini**® Supplies & Replacement Parts		Southern Lock and Supply	-20.00%
16.	**HPC**® Supplies & Replacement Parts		Independent Hardware South Inc.	-27.25%
17.	**Hudson**® Supplies & Replacement Parts		Independent Hardware South Inc.	-27.25%
18.	**IC Real Time**® Supplies & Replacement Parts		Southern Lock & Supply	-20.00%
19.	**IEI**® Supplies & Replacement Parts		Southern Lock and Supply	-53.00%
20.	**ILCO**® Supplies & Replacement Parts		Independent Hardware South Inc.	-49.75%
21.	**Jackson**® Supplies & Replacement Parts		Tri-County Locksmith	-24.00%
22.	**Kaba**® Supplies & Replacement Parts		Independent Hardware South Inc.	-56.75%
23.	**Keedex**® Supplies & Replacement Parts		Independent Hardware South Inc.	-46.25%
24.	**KSI**® Supplies & Replacement Parts		Southern Lock & Supply	-20.00%
25.	**LAB**® Supplies & Replacement Parts		Southern Lock & Supply	-20.00%
26.	**LCN**® Door Closers		Independent Hardware South Inc.	-64.00%

Item No.	Description	Vendor		Percentage (%) Discount (-) on List Price
27.	**LCN®** Supplies & Replacement Parts		Independent Hardware South Inc.	-56.25%
28.	**Lucky Line®** Supplies & Replacement Parts		Independent Hardware South Inc.	-44.25%
29.	**Major®** Supplies & Replacement Parts		Southern Lock & Supply	-20.00%
30.	**Markar®** Supplies & Replacement Parts		Southern Lock & Supply	-45.00%
31.	**Master®** Supplies & Replacement Parts	*Primary*	Southern Lock & Supply	-52.00%
		Secondary	Independent Hardware South Inc.	-50.75%
32.	**Norton®** Supplies & Replacement Parts		Southern Lock & Supply	-45.00%
33.	**NSP®** Supplies & Replacement Parts		Southern Lock & Supply	-48.00%
34.	**Omnia®** Supplies & Replacement Parts		Independent Hardware South Inc.	-49.00%
36.	**Pemko®** Supplies & Replacement Parts		Southern Lock & Supply	-45.00%
37.	**Pro-Lok®** Supplies & Replacement Parts		Tri-County Locksmith	-31.25%
38.	**RCI®** Supplies & Replacement Parts		Independent Hardware South Inc.	-54.25%
39.	**S. Parker®** Supplies & Replacement Parts		Southern Lock & Supply	-67.00%
40.	**Schlage®** "ND" Series Locksets		Independent Hardware South Inc	-68.25%
41.	**Schlage®** Cylinders		Southern Lock & Supply	-57.25%
42.	**Schlage®** Key Blanks and Key Controls		Southern Lock & Supply	-57.25%
43.	**Schlage®** Electronics C/O		Independent Hardware South Inc.	-66.25%
44.	**Schlage®** Electronics A/D		Southern Lock & Supply	-57.25%
45.	**Schlage®** Electronic Electrified Accessories		Southern Lock & Supply	-57.25%
46.	**Schlage Mag Locks®** Supplies & Replacement Parts		Southern Lock & Supply	-63.00%
47.	**SDC®** Supplies and Replacement Parts		Southern Lock & Supply	-45.00%
50.	**SRS®** Supplies and Replacement Parts		Southern Lock & Supply	-20.00%
51.	**Stanley®** Supplies & Replacement Parts		Southern Lock & Supply	-55.00%
52.	**Supra®** Supplies & Replacement Parts		Southern Lock & Supply	-20.00%
53.	**Tell®** Supplies and Replacement Parts		Southern Lock and Supply	-45.00%
54.	**Tri-Flow®** Supplies		Southern Lock and Supply	-20.00%
55.	**Von Duprin®** Supplies & Replacement Parts		Independent Hardware South Inc.	-62.75%
56.	**Balance of Line Percentage Discount** For Various Other Lock Supplies and/or Manufacturer's Not Specifically Identified Above (Same Discount off List Prices Shall Apply Regardless of the Manufacturers' Product Line Offered).	*Primary*	Independent Hardware South Inc.	-56.00%
		Secondary	Southern Lock and Supply	-45%

Contact Information:

Electronic Access Specialist dba Southern Lock and Supply, Inc.
Ramona Pinto
800-282-2737 ext. 154
rpinto@southernlock.com

Independent Hardware South Inc.
Frank Stanco
800-346-9464
fstanco@independenthardware.com

Tri-County Locksmith of the Suncoast
MaryJo Dehner
727-863-5150
maryjo@tricountylock.net
gtrilock@aol.com

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: CountyWide Safety Equipment , Repairs and Maintenance

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100	7900/8100	350/6410/6420	9551	M2050	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 113,600.00	$ 0.00	$ 31,562.37	$ 82,037.63	$ 0.00	$ 82,562.37

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: Contingent upon Hardening Grant or Millage fundings

Account Name: General contracting will be charged to various schools and departments using approved budgets

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	11xx/3xxx		6800/6410/6420			

Amount $ up to 600,000.00

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ☑
New for Current Year: ☐

Prior Year Approved Budget: $ 600,000.00
Prior Year Actual Spent: $ 536,307.45

**** 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 # 44. 26-3412 12/9/2025

Title and Board Action Requested

Approve the renewal of the piggyback of Hillsborough County Public Schools RFP #22012-MST-KJ, Elevator and Wheelchair Lift Preventative Maintenance, Repair and Upgrades, awarded to Oracle Elevator for the elevator and wheelchair lift preventative maintenance, repair and upgrades, and authorize purchases for an estimated annual amount of $55,000.00.

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 Hillsborough County Public Schools RFP #22012-MST-KJ. Elevator and Wheelchair Lift Preventative Maintenance, Repair and Upgrades, for elevator and wheelchair lift preventive maintenance, repair and upgrades awarded to Oracle Elevator and authorize purchases for an estimated annual amount of $55,000.00.

HCSB Bid No. 23-295-16 PB RN has been assigned for internal tracking purposes.

My Contact

Steve Crognale
Executive Director
Support Operations
352-797-7063 Ext. 71430

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: December 9, 2025

Bid No. 23-295-16 PB RN

Bid Title: Elevator and Wheelchair Lift Preventative Maintenance, Repair and Upgrades

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☒Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☐Bid Extension	☐Emergency
☐Reversed Auction	☒ Piggyback: School District		

Bid Contract Period: 12/09/2025 through 09/26/2026 ☐ 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
1		1	

Rationale/Reason: Renewal of the Piggyback of Hillsborough County Public Schools, RFP #22012-MSt-KJ, Elevator and Wheelchair Lift Preventative Maintenance, Repair and Upgrades awarded to Oracle Elevator. Hernando County Schools Bid #23-295-16 PB RN has been assigned for internal tracking purposes.

Bidders Electronically Downloaded From Public Purchase Website:	Bids Received:	No Bids:	Late Bids:	Rejected Bids:	☒ N/A – Bids Not Required:
n/a					Piggyback

Submitted By: Christohper Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Steve Crognale
Executive Director of Support Operations

Department(s): Support Operations

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

T/C CODE: 2316

Oracle Elevators

Matthew Pozai
Account Manager
727-742-5803
matthew.pozai@efsteam.com

Annual Preventative Maintenance/Inspection

Item	Elevator Group	Monthly Cost
1	Older or Nonproprietary	$89.87
2	Newer Schindler	$89.87
3	New Otis	$89.87
4	New Kone	$89.87
5	Newer ThyssenKrupp	$89.87
6	Chairlifts and Platforms	$79.54

Labor/Material Rates for Work Not Included in Annual Preventative Maintenance

Item	Description	UOM	Unit Price
7	Standard Labor Rate – Elevators Monday-Friday 6:00 am to 6:00 pm	Hour	$175.61
8	Overtime Labor Rate – Elevators Monday-Friday 600 pm to 6:00 am, Saturdays, Sundays & Holidays	Hour	$232.43
9	Standard Labor Rate – Chairlifts/Platforms Monday-Friday 6:00 am to 6:00 pm	Hour	$175.61
10	Overtime Labor Rate – Chairlifts/Platforms Monday-Friday 600 pm to 6:00 am, Saturdays, Sundays & Holidays	Hour	$232.43
11	Markup on materials (non-manufacturer specific) for work not covered by contract	Each	10%
12	Markup from manufacturer's list price – Schindler parts	Each	10%
13	Markup from manufacturer's list price – ThyssenKrupp parts	Each	10%
14	Markup from manufacturer's list price – Otis parts	Each	10%
15	Markup from manufacturer's list price – General Elevator parts	Each	10%
16	Markup from manufacturer's list price – Kone parts	Each	10%
17	Older or NonProprietary Elevator	Each	10%
18	Newer Schindler Elevator (#3324334)	Each	10%
19	New Otis Elevator (#3324335)	Each	10%
20	New Kone Elevator (#3324336)	Each	10%
21	Newer Thyssenkrupp Elevator (#3324337)	Each	10%

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: General Funds- Elevator and Wheelchair Lift Preventive Maintenance

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100	8100	3510/3500	9550	4950	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 55,000.00		$ 0.00		$ 0.00		$ 55,000.00		$ 55,000.00		$ 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: ○
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****

Agenda Item # 45. 26-3440 12/9/2025

Title and Board Action Requested

Approve the renewal of bid no.22-934-29 RN: Irrigation Installation, Maintenance, Repairs and Services to AJ's Sprinkler & Pump Services, Inc. for Irrigation goods and services and authorize the purchase of services for an estimated annual spending of $50,000.00.

Executive Summary

The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board to approve the renewal of Bid No. 22-934-29 RN: Irrigation Installation, Maintenance, Repairs and Services, awarded to AJ's Sprinkler & Pump Services, Inc. and authorize the spending for an estimated annual amount of $50,000.00.

My Contact

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

2023-28 Strategic Focus Area

Priority 5: Fiscal Transparency and Capital Planning

Financial Impact

See attached budget sheet.

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

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: **December 9, 2025**

Bid No. 22-934-29 RN

Bid Title: Irrigation Installation, Maintenance, Repairs and Services

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☒Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☐Bid Extension	☐Emergency
☐Reversed Auction	☐ Piggyback Cooperative		

Bid Contract Period: 02/22/2026 through 2/21/2027 ☐ 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:

Bidders Electronically Downloaded From Bidnet Direct Website:	Bids Received:	No Bids:	Late Bids:	Rejected Bids:	☒ N/A – Bids Not Required: Renewal
	- 0 -	- 0 -	- 0 -	- 0 -	

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Joseph Rychcik
Director of Maintenance

Department(s): Support Operations

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

T/C CODE: 2229

This contract is established to provide for:

- Monthly inspection services of irrigation systems district wide to include all personnel and manpower required for completion at a firm fixed hourly rate. No overtime rates shall apply. The contractor shall test the complete irrigation system from pump to sprinkler head, encompassing all zones.

- Installation, maintenance, repairs and emergency services for irrigation systems on an as-needed basis. Contractor shall supply all labor, personnel, supervision, equipment, supplies, parts, and materials (unless materials/ parts designated to be provided by the district) necessary to complete the project.

AJ's Sprinkler & Pump Services, Inc.

SECTION 1: Monthly Inspection Services of Irrigation Systems District - Wide

1. Flat rate to include all materials, supervision, equipment, testing materials, tools, fuel, etc., and all required personnel. Manpower to complete the job. ***This is not a per person rate.***

$ 39.00 /Hour

SECTION 2: Installation, Maintenance, Repairs, and Emergency Services for Irrigation Systems (as-needed)

1. Labor Rate (Straight Time) During Normal OR Regular Business Hours, Monday – Friday, 7:00 M to 4:00 PM

Forman w/Truck	$ 50.00 /Hour
Supervisor w/Truck	$ 60.00 /Hour
Journeyman	$ 25.00 /Hour
Helper	$ 20.00 /Hour

2. Schools not in Session, Nights, Weekends & Holidays:

Forman w/Truck	$ 85.00 /Hour
Supervisor w/Truck	$ 90.00 /Hour
Journeyman	$ 50.00 /Hour
Helper	$ 30.00 /Hour

3. Percentage Mark-Up on Manufacture(s) List Price (Regardless of Manufacturer): 25 %

4. Percentage mark-up on Cost of Rental Equipment: 15 %

5. Percentage Mark-Up on Subcontracted Services: 0 %

Contact:
Joe Cotroneo
352-585-8752
ajsirrigation@hotmail.com

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: 2025-2026 Maintenance Irrigation Repairs Account

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100 E	8100	3500	9510	49500	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 51,200.00	$	$ 50,833.94	$ 366.06	$ 366.06	$ 0.00

Account Name: 2025-2026 Maintenance 1/2 Cent Account

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	3983 E	7400	6800	9500	M200	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 435,000.00	$ 730,000.00	$ 679,318.09	$ 485,681.91	$ 54,633.94	$ 431,047.97

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: $ 30,695.29
Prior Year Actual Spent: $ 30,695.29

**** 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 # 46. 26-3442 12/9/2025

Title and Board Action Requested
Approve the purchase of Microsoft licensing from CDW-G and authorize the issuance of a Purchase Order for $214,903.02.

Executive Summary
The Director of Technology and Information Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the purchase of Microsoft Licensing from CDW-G and authorize the issuance of a purchase order for $214,903.02. The cost is based on staff FTE count. This licensing provides access for students, staff and administrators to necessary Microsoft products, including, but not limited to Microsoft Windows, Microsoft Office Suite (Word, Excel, OneNote, Power Point, etc.) as well as all necessary programs and systems to allow the Technology and Information Services Department to administer and maintain all servers, devices and systems for the District and students, and as such is mission critical.

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

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
See attached budget sheet.

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

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JOE AMATO,

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PQPH675	10/17/2025	MSFT 1YR RENEWAL	0738117	$214,903.02

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38391-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Hernando School District_20-204-16 (20-204-16)	3000	5419420	$53.24	$159,720.00
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38397-D-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	35000	5419378	$0.00	$0.00
Microsoft 365 A5 - subscription license - 1 user Mfg. Part#: AAD-38400-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Hernando School District_20-204-16 (20-204-16)	6	5419426	$119.50	$717.00
Microsoft Office 365 ProPlus Add-on - subscription license - 1 device Mfg. Part#: RQL-00001-12MO Electronic distribution - NO MEDIA Contract: MARKET	35000	5680005	$0.00	$0.00
Microsoft Project Online Professional - subscription license - 1 user Mfg. Part#: 7MA-00001-12MO UNSPSC: 43231507 Electronic distribution - NO MEDIA Contract: Hernando School District_20-204-16 (20-204-16)	4	4304049	$5.95	$23.80
Microsoft Office 365 Advanced Threat Protection Plan 1 - subscription licen Mfg. Part#: W76-00001-12MO UNSPSC: 43233205 Electronic distribution - NO MEDIA	3500	3970919	$15.54	$54,390.00

QUOTE DETAILS (CONT.)				
Contract: Hernando School District_20-204-16 (20-204-16)				
Microsoft Office 365 Advanced Threat Protection - subscription license - 1 Mfg. Part#: W76-00002 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: MARKET	35000	4837291	$0.00	$0.00
MS EES TEAMS PREM FAC P U Mfg. Part#: ZXI-00009-12MO Electronic distribution - NO MEDIA Contract: Hernando School District_20-204-16 (20-204-16)	2	7451390	$26.11	$52.22

SUBTOTAL	$214,903.02
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$214,903.02**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SCHOOL BOARD OF HERNANDO COUNTY ACCOUNTS PAYABL 919 N BROAD ST BROOKSVILLE, FL 34601-2397 **Phone:** (352) 797-7000 **Payment Terms:** NET 30 Days-Govt/Ed	**Shipping Address:** HERNANDO COUNTY SCHOOL BOARD TIS 919 N BRD ST BROOKSVILLE, FL 34601 **Phone:** (352) 797-7000 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

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

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Name	General Fund	Admin Tech	Tech Rentals	TIS Division	Public School	
Account Number	1100E	8200	3690	9220	45700	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 403,472.34	$ 0.00	$ 25,198.61	$ 372,923.83	$ 214,903.02	$ 158,020.81

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Name						
Account Number						

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

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Number						

Amount $

Funding Source

Account Name

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Number						

Amount $

C. History

Check one:
Prior Year Budget: ☑
New for Current Year: ○

Prior Year Approved Budget: $ 214,850.80
Prior Year Actual Spent: $ 214,850.80

**** 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 # 47. 26-3443 12/9/2025

Title and Board Action Requested
Approve the Professional Service Agreement (PSA) and piggyback of Charlotte County Public Schools, RFQu No. 22/23-23 MP: Building Code Administrator, awarded to M.T. Causley, LLC., for building code official services, and authorize the purchase of said services for an estimated annual amount of $150,000.00.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board Approve the Professional Service Agreement (PSA) and piggyback of Charlotte County Public Schools, RFQu No. 22/23-23 MP: Building Code Administrator, awarded to M.T. Causley, LLC., for building code official services, and authorize the purchase of said services for an estimated annual amount of $150,000.00.

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

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
See attached budget sheet.

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

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: December 9, 2025

Bid No. 26-961-22 PB

Bid Title: Building Code Administrator

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole/Single Source	☐Re-Award (Partial/Whole)
☐Contract Termination	☐Amendments to Contract	☐Extension of Contract	☐Emergency
☐Reversed Auction	☒Piggyback: School District	☐Responsive/Responsible Bidders	

Bid Contract Period: 12/09/2025 through 03/06/2026 ☐ 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
2		1	

Rationale/Reason: Piggyback Charlotte County Public Schools, RFQ 22/23-23 MP: Building Code Administrator, awarded to M.T. Causley, LLC for Plan Review, Examiner and Inspection Services for new construction, remodels and renovations. HCSB Bid No. 26-961-22 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:** Piggyback

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Brian Ragan
Director of Facilities

Department(s): Facilities & Construction

Recommended award: (See attached)

T/C CODE: 2622

Awarded Vendor:

M.T. Causley, LLC
(SAFEbuilt, LLC)
10720 Caribbean Blvd.
Suite 650
Cutler Bay, FL 33189

Todd Phelps
Account Manager
(727) 602-4122
tphelps@safebuilt.com

Otto Letzelter
Project Manager
(654) 921-7781
oletzelter@safebuilt.com

Fee Schedule:

Position	Hourly Rate:
CBO/Fire Official	$140.00
Plan Review/Examiner	$130.00
Inspector	$130.00
Records Administrator or Permit Technician	$65.00
Clerical/Administrative	$45.00

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE SCHOOL DISTRICT OF HERNANDO COUNTY
AND
M.T. CAUSLEY, LLC

This Professional Services Agreement ("Agreement") is entered into by and between the Hernando County School Board, Florida, ("HCSB or School Board") a political subdivision of the State of Florida, located at 919 North Broad Street, Brooksville, FL 34601, and M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC ("Consultant") located at 10720 Caribbean Blvd, Suite 650, Cutler Bay, FL 33189. The School District and the Consultant shall be jointly referred to as the "Parties".

WITNESSETH:

WHEREAS, Charlotte County Public Schools issued a Request for Qualification ("RFQ") 22/23-23MP Building Code Administrator;

WHEREAS, Consultant submitted a proposal in response to the RFQ which resulted in an agreement between Charlotte County Public Schools and Consultant for said Building Code Administrator services, incorporating the proposal submitted in response to the RFQ;

WHEREAS, HCSB has determined that it is in its best interest to make a piggy-back purchase, utilizing said agreement between Charlotte County Public Schools and Consultant, effective May 9, 2023, through March 6, 2026, attached hereto as Exhibit "A" and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT;" and,

WHEREAS, Consultant is ready, willing, and able to perform the services previously contracted with The School Board of Charlotte County, Florida in accordance with the COOPERATIVE CONTRACT entered into May 9, 2023, pursuant to Request for Qualifications 22/23-23MP, Building Code Administrator; and;

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

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties hereto agree as follows:

1. Term. Except as otherwise stated herein; the terms and conditions of The School Board of Charlotte County Agreement shall form the bases of this Agreement with the School District. A true and correct copy of The School Board of Charlotte County Agreement is attached as Exhibit "A".

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall through March 6, 2026, unless terminated earlier by either party as provided in this Agreement. Agreement may be renewed for two (2) additional one (1) year term(s) should The School Board of Charlotte County renew the Cooperative Contract.

2. Payment. Consultant will invoice the School District on a monthly basis and provide all necessary supporting documentation to support the same. The School District may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested, the School District will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due in accordance with Chapter 218, Florida Statutes. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. The School District may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested the School District will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 45 days of Consultants invoice date, if additional information is requested, School District will submit payment within forty-five (45) days of resolution of the dispute. Notwithstanding any provision to the contrary in the Agreement, all payments due from the School Board shall be governed by the provisions of Chapter 218, Florida Statutes.

Bills for fees or compensation under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with section 112.061, F.S., where applicable.

3. Changes to Scope of Services. Any changes to Services between the School District and Consultant shall be made in writing that shall specifically designate any changes in Service levels and compensation for the Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Agreement Amendment executed by both Parties.

4. Scope of Service. Consultant shall provide code compliant inspection and plan review services on an as-requested basis during normal business hours. Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the HCSB. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to School District in accordance with State of Florida, Chapter 468, Florida Statutes, and as set forth in Exhibit "A.".

5. Fee Schedule. Consultant fees for Services provided pursuant to this Agreement will be as follows:

Position	Hourly Rate
CBO/Fire Official	$140.00
Plan Review/Examiner	$130.00
Inspector	$130.00
Records Administrator or Permit Technician	$65.00
Clerical/Administrative	$45.00

6. School District Obligations. School District shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). School District has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

7. Contract Provisions. The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein. Any conflict between the terms of this Exhibit "A" and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Exhibit "A."

8. Notice. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to HCSB and Consultant. All notices required and/or made pursuant to this Agreement to be given to HCSB and Consultant shall be in writing and given by way of the mailing address, shall constitute sufficient notice to HCSB and Consultant. All notices required and/or made pursuant to this Agreement to be given to HCSB and Consultant shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

HCSB:

Hernando County School Board, Florida
Attention: Purchasing Department
Julie Cirrincione, Purchasing Manager
8016 Mobley Road
Brooksville, Florida 34601
Email: cirrincione_j@hcsb.k12.fl.us
Phone: 352.797.7060

With Copies To:
Hernando County School Board, Florida
Attention: Superintendent
919 N. Broad Street
Brooksville, FL 34601
Email: pinder_r@hcsb.k12.fl.us

Consultant:

Matt K. Causley, President
M.T. Causley, LLC
10720 Caribbean Blvd, Suite 650
Cutler Bay, FL 33189
Email: mtc@mtcinspectors.com

With Copies To:

Todd Phelps, Account Manager
Email: tphelps@safebuilt.com

9. Indemnity. The Consultant shall indemnify, defend and hold harmless the School Board and its officers, agents and employees, from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description to the extent arising out of or incidental to the negligent performance of this Agreement or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the Consultant, any Subcontractor, or anyone directly or indirectly employed by any of them. The Consultant's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Agreement or the Consultant's limit of, or lack of, sufficient insurance protection.

To the extent that the agreement requires the School Board to indemnify Consultant, 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 Consultant 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.

10. Termination.

a. Without Cause. This Agreement may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Agreement should be terminated as provided in this paragraph of the Agreement, the HCSB will be relieved of all obligations under said contract and the HCSB will only be required to pay that amount of the Agreement actually performed to the date of termination with no payment due for unperformed work or lost profits.

b. Termination for Breach. Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

c. Immediate Termination by HCSB. School Board may terminate this Contract immediately upon written notice to Consultant (such termination to be effective upon Consultant's/Individual's receipt of such notice) upon occurrence of any of the following events:

i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Consultant, or of any Company/Individual staff's professional license or certification in the State of Florida;
ii. conduct by Consultant or any Company/Individual staff which affects the quality of services provided to the School Board or the performance of duties required hereunder and which would, in the School Board's sole judgment, be prejudicial to the best interests and welfare of the School Board and/or its students;
iii. breach by Consultant or any Company/Individual staff of the confidentiality provisions of this Contract or the Family Educational Rights and Privacy Act (FERPA);
iv. failure by Consultant to maintain the insurance required by the terms of this Contract.

d. The Parties agree that in the event Consultant 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. Jessica Lunford Act. 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.

12. Ownership of Documents. Except as expressly provided in this Agreement, School District shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of School District. As between School District and Consultant, all work product and deliverables shall become the exclusive property of School District when Consultant has been compensated for the same as set forth herein, and School District shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 9, with respect to (i) the use by School District of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of School District's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, School District Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to School District will be exported into a CSV file and become property of School District. Notwithstanding the preceding, Consultant

shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, School District and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, and may make excerpts and transcriptions of the same at no cost and expense of School District.

13. Fund Availability. 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.

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 Consultant 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.

14. Assignment. Neither Consultant nor the HCSB may assign or transfer any interest in this Contract without the prior written consent of both parties. Written consent shall not be unreasonably withheld or delayed. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

15. Waiver. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.

16. Conflict of Interest. Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any School District official or employee that would place the official or employee in a position of violating the public trust as provided under School Board's charter, policies, code of ordinances, state or federal statute, case law or ethical principles.

17. Applicable Law, Venue, Jury Trial. The Agreement and this Exhibit "A" 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. The prevailing party shall be entitled to reasonable attorney's fees.

18. 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.

19. Independent Contractor. Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of School District. School District shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for School District under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and School District agree that Consultant will provide similar service to other clients while under contract with School District and School District acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for School District. School District may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to School District, including attendance at meetings, and Consultant's employees are not subject to the direction and control of School District. Except where required by School District to use School District information technology equipment or when requested to perform the services from office space provided by the School District, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a School District email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant

20. Force Majeure. 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.

21. Consultant 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 Consultant knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Consultant.

22. Scrutinized Companies. Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the School District may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

23. E-Verify. Pursuant to section 448.095, Florida Statutes, Consultant 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 Consultant enters into a contract with a subcontractor, the subcontractor must provide Consultant with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Consultant 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, Consultant 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.

Consultant is liable for any additional costs incurred by the School Board as a result of the termination of a contract, including but not limited to attorney's fees, costs of rebidding and costs of completing the work or services or obtaining alternative goods.

24. 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 Consultant provides School Board any information which it believes is confidential or exempt, Consultant 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 Consultant 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 Consultant 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 Consultant agrees to use reasonable measures to maintain the confidentiality of such information.

25. To the extent Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the School Board to perform the service. If the Consultant transfers all public records to the School Board upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Consultant 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 Agreement.

26. If the Consultant 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 Consultant'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, Consultant 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 Exhibit "A". If student information/records are requested by way of subpoena or court order, Consultant 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.

27. Consultant agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

28. If the Consultant receives access to an individual s personal identifying information as a result of this agreement, Consultant agrees to provide the School Board with an affidavit signed by an officer or representative of the Consultant under penalty of perjury attesting that the Consultant does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

29. Consultant acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

30. Counterparts. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

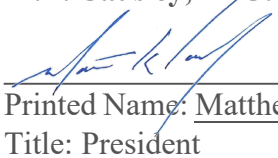
31. Entire Agreement. This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

[SPACE INTENTIONALLY LEFT BLANK]
[SIGNATURES TO FOLLOW]

Signature Page

M.T. Causley, LLC:



Printed Name: Matthew K. Causley
Title: President
Date: November 13, 2025

Hernando County School Board:

_____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Printed Name: _____
Title: _____
Date: _____

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
9:28 am, 11/12/2025

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: M.T. Causley, LLC

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: Matthew K. Causley, President

Address: 10720 Caibbean Blvd, Suite 650

City: Cutler Bay State: FL ZIP: 33186

Phone Number: 305.262.0629

Email Address: mtc@mtcinspectors.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Matthew K. Causley Digitally signed by Matthew K. Causley Date: 2025.11.12 15:32:42 -05'00'

AUTHORIZED SIGNATURE

Print Name and Title: Matthew K. Causley, President

Date: November 12, 2025

Approved as to Content & Form
CarolineMockler, Esq.
Staff Counsel, HCSD
8:46 am, 04/25/2025

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Matthew K. Causley Company Name: M.T. Causley, LLC

Title: President

Signature: Matthew K. Causley Digitally signed by Matthew K. Causley Date: 2025.11.12 15:31:32 -05'00' Date: November12, 2025

Approved as to Content & Form
CarolineMockler, Esq.
Staff Counsel, HCSD
8:49 am, 04/25/2025

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: Various Funding Source used for Building Code Administrator- General Funds, 1/2 Cent, Millage, Impact

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100E/3XXX	XXXX	XXXX	XXXX	XXXX	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 150,000.00	$ 0.00	$ 0.00	$ 150,000.00	$ 150,000.00	$ 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
					XX	

Amount $ 0

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****

Agenda Item # 48. 26-3462 12/9/2025

Title and Board Action Requested

Approve the piggyback of Choice Partners, Contract No. 24/023TC-23: Maintenance, Repair & Operations (MRO) Parts, Equipment and Related Services, awarded to Parts Town, LLC. for an estimated annual expenditure of $55,000.

Executive Summary

The Director of Food and Nutrition Services and the Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board approval for the Piggyback of Choice Partners, Contract No. 24/023TC-23: Maintenance, Repair & Operations (MRO) Parts, Equipment and Related Services, awarded to Parts Town, LLC. This contract will be utilized for the purchase of OEM (Original Equipment Manufacturer) repair parts for districtwide equipment such as HVAC, Plumbing & Commercial Appliances. Food and Nutrition estimated annual spending will be $30,000.00 and Maintenance Department estimated annual spending will be $25,000.00. HCSB Bid No. 26-968-27 PB has been assigned for internal tracking purposes.

My Contact

Holly Longo
Director of Food and Nutrition Services
352-797-7028 x71409

Joseph Rychik
Director of Maintenance Department
352-797-7071 x71416

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: **December 9, 2025**

Bid No. 26-968-27 PB

Bid Title: Maintenance, Repair & Operations (MRO) Parts, Equipment and Related Services

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole/Single Source	☐Re-Award (Partial/Whole)
☐Contract Termination	☐Amendments to Contract	☐Extension of Contract	☐Emergency
☐Reversed Auction	☒Piggyback: Cooperative	☐Responsive/Responsible Bidders	

Bid Contract Period: 12/09/2025 through 04/16/2026 ☐ 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
	3		1	

Rationale/Reason: Piggyback Choice Partners, Contract No. *24/023TC-23: Maintenance, Repair & Operations (MRO) Parts, Equipment and Related Services*, awarded to Parts Town, LLC. This contract will be utilized for the purchase of OEM repair parts for districtwide equipment (HVAC, Plumbing & Commercial Appliances). HCSB Bid No. 26-968-27 PB 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: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Holly Longo
Director of Food and Nutrition Services

Department(s): Food and Nutrition Services

Joseph Rychcik
Director of Maintenance Department

Department(s): Maintenance Department

Recommended award: (See attached)

T/C CODE: 2627

Awarded Vendor:

Parts Town, LLC

Sabrina Lytle
(844)821-0720
education@partstown.com

Discount pricing on manufacturer parts – Up to 45%

Contact vendor for a login to view live pricing or a quote.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: Food Service/Food Service Supplies

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	4110E	7600	5100	9002	00100	30030

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 45,000.00	$ -	$ -	$ 45,000.00	$ 30,000.00	$ 15,000.00

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ☑
New for Current Year: ☐

Prior Year Approved Budget: $ 35,000.00
Prior Year Actual Spent: $ 25,431.50

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

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: 2025-2026 Maintenance Plumbing Supplies Account

Account Number: 1100 E (Fund) | 8100 (Function) | 5900 (Object) | 9503 (Cost Center) | 49500 (Project) | (Sub Project)

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 60,000.00	$	$ 38,094.50	$ 21,905.50	$ 12,500.00	$ 9,405.50

Account Name: 2025-2026 Maintenance HVAC Supplies Account

Account Number: 1110 E (Fund) | 8100 (Function) | 5900 (Object) | 9502 (Cost Center) | 49500 (Project) | (Sub Project)

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 215,000.00	$	$ 115,477.33	$ 99,522.67	$ 12,500.00	$ 87,022.67

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: $ 6862.62

Prior Year Actual Spent: $ 6862.62

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

Agenda Item # 49. 26-3467 12/9/2025

Title and Board Action Requested

Award Bid No. 26-380-13: Milk, Dairy & Juice Products awarded to TG Lee Dairy and M&B Products with an estimated annual expenditure of $1,500,000.00.

Executive Summary

The Director of Food and Nutrition Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the award of Bid No. 26-380-13: Milk, Dairy & Juice Products awarded to TG Lee Dairy and M&B Products with an estimated annual expenditure of $1,500,000.00. This Bid Contract Period will be December 9, 2025, through December 8, 2027. Milk, juice and other dairy products will be delivered to school sites as needed. These are products that are used to meet component requirements within the National School Lunch, Breakfast, After School Snack and After School Nutrition (Supper) Programs.

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: **December 9, 2025**

Bid No. 26-380-13 Bid Title: Milk, Dairy & Juice Products

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☒Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole/Single Source	☐Re-Award (Partial/Whole)
☐Contract Termination	☐Amendments to Contract	☐Extension of Contract	☐Emergency
☐Reversed Auction	☐Piggyback	☐Responsive/Responsible Bidders	

Bid Contract Period: 12/09/2025 through 12/08/2027 ☐ 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
3		1	

Rationale/Reason: District bid for the purchase and delivery of milk, juice and other dairy products to cafeterias districtwide.

Bidders Electronically Downloaded From Bidnet Direct Website:	Bids Received:	No Bids:	Late Bids:	Rejected Bids:	☐ N/A – Bids Not Required:
	3	0	0	1	

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Holly Longo
Director of Food & Nutrition

Department(s): Food & Nutrition

Recommended award: (See attached)

T/C CODE: 2613

This tabulation establishes a contract with qualified supplier(s) to provide and deliver fresh milk, other dairy products and individual juice products to approximately 23 district facilities districtwide. Milk pricing will fluctuate based upon changes in The Federal Marketing Order (FMO). The total price will be comprised of the FMO cost, plus the supplier's firm fixed fee. Total cost is firm, fixed and all-inclusive of delivery, fees, etc. Pricing shall remain firm for the contract period as specified.

GROUP A – Firm Fixed Fees on Milk with Fluctuating Prices

TG Lee Dairy (DFA Dairy Brands Florida, LLC.)

Item No.	Description	Unit	Packaging	Brand	Units per Case	Supplier's Firm Fixed Unit Fee
1	Milk, White, 1% Low Fat, Milk fat content should be 1%. Nonfat milk solids minimum 8.25%	Half Pint	Paper Carton	TG Lee/Dairy Pure	50	$0.1135
2	Milk, Chocolate Flavored, Fat-Free, Milk fat content shall be less than 0.5%, maximum 10g added sugar per 8 oz. unit. Nonfat milk solids minimum 8.25%	Half Pint	Paper Carton	TruMoo	50	$0.1001
3	Milk, Strawberry Flavored, Fat Free, Milk fat content shall be less than 0.5%, maximum 10g added sugar per 8 oz. unit. Nonfat milk solids minimum 8.25%	Half Pint	Paper Carton	TruMoo	50	$0.1010
4	Milk, White, Skim, Milk fat content shall be less than 0.5%. nonfat milk solids minimum 8.25%	Half Pint	Paper Carton	TG Lee/Dairy Pure	50	$0.1092
5	Milk, White, Lactose Free, Fat Free, Lactose/Fat Free milk, milk solids minimum 8.25%	Half Pint	Paper Carton	Dairy Pure	24	$0.0650
6	Milk, White, 1% Low Fat, Milk fat content shall be 1%, Nonfat milk solids minimum 8.25%	Gallon	Plastic	TG Lee Dairy	4	$1.0851
7	Milk, White, 1% Low Fat, Milk fat content shall be 1%, Nonfat milk solids minimum 8.25%	Half Gallon	Plastic	TG Lee Dairy	9	$0.6175

Contact Information:
David Flagg
TG Lee Dairy, Tampa Branch
(352) 258-4597
David.flagg@dfamilk.com

GROUP B – Firm Fixed Prices on Other Dairy Products

M & B Products

Item No.	Description	Unit	Brand	Units per Case	Firm Unit Price
8	Yogurt, Fat Free, Vanilla	64 oz. Tub	Buffy's American	6	$3.61
9	Yogurt, Fruit Flavored, Low Fat or Non-Fat	4 oz. Cup	Buffy's American	96	$0.3172

Group C – Firm Fixed Prices for Non-Dairy Products

M&B Products

Item No.	Description	Unit	Packaging	Brand	Units per Case	Firm Unit Price
10	Juice, Apple	6 ounces	Paper Carton	Mr J/2850	70	$0.2092
11	Juice, Fruit Blend	6 ounces	Paper Carton	Mr J/2350	70	$0.2125
12	Juice, Grape Blend	4 ounces	Paper Carton	Mr J/2640	70	$0.1936
13	Juice, Apple	4 ounces	Paper Carton	Mr J/2840	70	$0.1622
14	Juice, Fruit Blend	4 ounces	Paper Carton	Mr J/2340	70	$0.1649
15	Juice, Orange	4 ounces	Paper Carton	Mr J/2070	70	$0.2329
16	Juice, Apple - Cherry	4 ounces	Paper Carton	Mr J/3042	70	$0.1738
17	Juice, Green Apple	4 ounces	Paper Carton	Mr J/3142	70	$0.1738
18	Juice, Strawberry-Kiwi	4 ounces	Paper Carton	Mr J/3242	70	$0.1738
19	Juice, Tropical Island Splash	4 ounces	Paper Carton	Mr J/3542	70	$0.1738

Contact Information:
Andrea McClellan
M&B Products, Inc.
(813) 727-5673
andrea@mbproducts.com

Bill Hawkins
(813) 230-5689
billy@mbproducts.com

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: Food Services

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
4110E	7600	5700	9002	00100	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 8,775,000.00	$	$	$ 8,775,000.00	$ 1,500,000.00	$ 8,275,000.00

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ☑
New for Current Year: ☐

Prior Year Approved Budget: $ 1,500.000.00
Prior Year Actual Spent: $ 1,048.880.32

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

Agenda Item # 50. 26-3468 12/9/2025

Title and Board Action Requested

Approve the purchase of contracted services from Kagan Publishing and Professional Development for a total of 9 workshop sessions, to include Cooperative Learning (1-day for Brooksville Elementary, JD Floyd Elementary, DS Parrott Middle, Deltona Elementary, and Moton Elementary) and Brain Friendly Teaching (1-day for Brooksville Elementary, JD Floyd Elementary, DS Parrott Middle, and Deltona Elementary), along with course materials. These will be purchased using available funds from the Comprehensive Support Grant for a total of $77,222.00. This purchase will be contingent upon the approval of the Comprehensive Support Grant.

Executive Summary

The Director of Federal Programs on behalf of the Assistant Superintendent of Teaching and Learning, hereby requests the Board approve the purchase of contracted services from Kagan Publishing and Professional Development for a total of 9 workshop sessions, to include Cooperative Learning (1-day for Brooksville Elementary, JD Floyd Elementary, DS Parrott Middle, Deltona Elementary, and Moton Elementary) and Brain Friendly Teaching (1-day for Brooksville Elementary, JD Floyd Elementary, DS Parrott Middle, and Deltona Elementary), along with course materials. These will be purchased using available funds from the Comprehensive Support Grant for a total of $77,222.00. The Comprehensive Support Grant has been made available through the Bureau of School Improvement. This purchase will be contingent upon the approval of the Comprehensive Support Grant.

My Contact

Magen Schlechter
Director of Federal Programs
919 N. Broad Street
Brooksville, FL 34601
352-797-7000 ext. 295
schlechter_m@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

Comprehensive Support Grant Funds - $77,222.00 (cost for the agenda item). See attached budget sheet.

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

Quote 17285
Customer 187920

School Board of Hernando County
Brooksville, FL
11/11/2025

Quote for School Workshops

Florida Federal Funds Discount			
Description	**Quantity**	**Amount**	**Est. Total**
Cooperative Learning Workshop Day 1 (Price per day) **Schools:** Brooksville Elementary School **Details:** 55 participants	1 day	$3,000.00	$3,000.00
Cooperative Learning Workshop Day 1 (Price per day) **Schools:** Floyd Elementary **Details:** 72 participants	1 day	$3,000.00	$3,000.00
Cooperative Learning Workshop Day 1 (Price per day) **Schools:** Parrott Middle School **Details:** 54 participants	1 day	$3,000.00	$3,000.00
Cooperative Learning Workshop Day 1 **Schools:** Deltona Elementary School **Details:** 70 participants	1 day	$3,000.00	$3,000.00
Cooperative Learning Workshop Day 1 (Price per day) **Schools:** Moton Elementary School **Details:** 56 participants	1 day	$3,000.00	$3,000.00
Brain Friendly Workshop Day 1 Workshop (Price per day) **Schools:** Brooksville Elementary School **Details:** 55 participants	1 day	$3,000.00	$3,000.00
Brain Friendly Workshop Day 1 Workshop (Price per day) **Schools:** Floyd Elementary **Details:** 72 participants	1 day	$3,000.00	$3,000.00
Brain Friendly Workshop Day 1 Workshop (Price per day) **Schools:** Parrott Middle School **Details:** 54 participants	1 day	$3,000.00	$3,000.00
Brain Friendly Workshop Day 1 Workshop (Price per day) **Schools:** Deltona Elementary School **Details:** 70 participants	1 day	$3,000.00	$3,000.00
Course Materials: Cooperative Learning Book, Workbooks, Action Plans, Software (Per participant)*	307 sets	$99.00	$30,393.00
Course Materials: Brain Friendly Teaching Book & Workbooks (Per participant)*	251 sets	$79.00	$19,829.00
Total:			**$77,222.00**
Please Note: This Price Quote will expire on January 31, 2026			

Notes

- Katie Contact: For questions about this quote, please contact Katie Potts– Katie@KaganOnline.com or 949.545.6324
- Workshop Date: Requested date is contingent upon trainer availability.
- Sales Tax*: Sales tax applies to course materials except for tax exempt organizations.

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Kagan Professional Development

Vendor FEIN: 33-0593901

Vendor's Authorized Representative Name and Title: Lori Allnutt, Operations+Marketing Manager

Address: 961 Calle Amanecer

City: San Clemente State: CA ZIP: 92673

Phone Number: 949.545.6366

Email Address: Contracts@kaganonline.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Lori Allnutt, Operations+Marketing Manager

Date: 11.19.2025

Approved as to Content & Form
Caroline Mocker, Esq.
Staff Counsel, HCSD
8:46 am, 04/25/2025

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

Federal Terms & Conditions

Provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II to 2 CFR Part 200)

All purchases made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases by the Hernando County School District.

1. **EQUAL EMPLOYMENT OPPORTUNITY:**
   Except as otherwise provided under 41 CFR, Part 60, this section applies to federally assisted construction contracts. If applicable, the Contractor agrees to comply with the provisions of 41 CFR, Part 60-1.4(b) during the performance of this contract. The provisions may be found in Attachment A to these Federal Terms and Conditions.

2. **DAVIS-BACON ACT:**
   (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of $2,000 awarded by the district and subgrantees when required by Federal grant program legislation).

3. **COPELAND "ANTI-KICKBACK" ACT:**
   (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).

4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT:**
   (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of $2000, and in excess of $2500 for other contracts, which involve the employment of mechanics or laborers).

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**
   If the Federal award meets the definition of "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401 "Right to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreement s", and any implementing regulations issued by awarding agency.

6. **CLEAN AIR ACT**
   (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), section 508 of the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).(Applies to contracts, subcontracts, and subgrants of amounts in excess of $100,000).

7. **BYRD ANTI-LOBBYING AMENDMENT:**
   Contractors that apply or solicitation for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8. **RECOVERED MATERIALS:**
Section 6002 (EPA) 40 CFR Part 247: For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

9. **FEDERAL DEBARMENT CERTIFICATION:**
Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, 85, defined at 34 CFR Part 85, Section 85.105 and 85.110-(ED80-0013).

   A. *The prospective lower tier ($25,000) participant certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*

   B. *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall provide an explanation.*

10. **ADMINISTRATIVE, CONTRACTURAL OR LEGAL REMEDES:**
If the vendor/contractor fails to perform to the district's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the district shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined. Nonperformance by a vendor /contractor is any failure to follow the terms, conditions, and/or specifications as outlined in the contract.

11. **HATCH ACT:**
(5U.S.C. 1501-1508 AND 7324-7328: The vendor/contractor will comply with the provisions of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

12. **CONTRACT TERMINATION FOR CONVENIENCE:**
The Superintendent (or designee) reserves the right to terminate a vendor's contract in whole or in part when it is determined in its sole discretion that it is in the district's best interest to do so. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor shall not be entitled to recover any cancellation charges or lost profits.

13. **CONTRACT TERMINATION FOR CAUSE:**
The Superintendent (or designee) reserves the right to terminate a vendor's contract for just cause, without penalty. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor may request reconsideration of this decision in writing at any time during the 30 day grace period. The request must be addressed to the Director of Finance & Purchasing who will initiate an internal review of the matter. If the vendor's input is required as part of the reconsideration process, the vendor will be notified when and where to appear. Requests for reconsideration received after the (30) day grace period will be denied. Upon termination of a contract, the Board reserves the right to rescind and re-award a contract to the next low bidder, if determined to be in the best interest of the district to do so.

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

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.

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

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.

Approved as to Content & Form
Caroline Mocker, Esq.
Staff Counsel, HCSD
10:23 am, 04/29/2025

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): Kagan Professional Development Date: 11.19.2025

Authorized Signature: Lori Allnutt

Printed Name: Lori Allnutt

Title: Operations + Marketing Manager

9/12/24

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: Lori Allnutt

Title: Operations & marketing manager

Signature: Lallnutt

Date: 11.19.2025

Approved as to Content & Form

Caroline Mocker, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

To Whom It May Concern:

The purpose of this letter is to inform you that Kagan Publishing and Professional Development is the sole source and publisher of cooperative learning materials written by or in conjunction with Dr. Spencer Kagan. Kagan Publishing and Professional Development is also the sole source for all Kagan Professional Development training services which include copyrighted Kagan Structures and course materials. Kagan holds all copyrights to all Kagan Structures and materials related to these cooperative learning workshops.

Kagan Structures integrate the most powerful principles from decades of research. Among the many positive findings of this field or research are improved academic achievement, improved ethnic and race relations, improved social skills and social relations, and increased liking for self, others, and school. Kagan provides professional development for the whole school community that integrates curriculum, instruction, and coaching. Kagan Structures are backed by classroom evidence from districts, schools, and teachers who are experiencing success with Kagan.

We look forward to working with you.

Your partner in education,



Lori Allnutt
Operations Manager
Kagan Professional Development
949.545.6388
Lori@KaganOnline.com

Complete Section A or B; and C

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

A. Item Currently Budgeted -

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: Grant Funding

Account Name: The Comprehensive Support Grant

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
4210E	6400	3100-5100	various	94401	

Amount $ 77,222.00

Funding Source _____

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ☐
New for Current Year: ☑

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 51. 26-3471 12/9/2025

Title and Board Action Requested
Approve the Guaranteed Maximum Price Amendment to the contract with Wharton-Smith, Inc., for construction goods and services for Remodeling Building 4 & 6 for Eastside Elementary School and authorize the purchase of construction goods and services for $5,652,947.00 using half-cent funds.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the guaranteed maximum price amendment to the contract with Wharton-Smith, Inc., for construction goods and services for Remodeling Building 4 & 6 for Eastside Elementary School and authorize the purchase of construction goods and services for $5,652,947.00 using half-cent funds.

On August 27, 2024, Agenda Item 25-2504 approved the Construction Manager Agreement with Wharton-Smith, Inc., and authorized the purchase of pre-construction services.

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

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
See attached budget sheet.

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

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Ninth day of December in the year Two-thousand Twenty-five , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Twenty-seventh day of August in the year Two-thousand Twenty-four (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Eastside Elementary School Remodeling Buildings 4 & 6
27151 Roper Road
Brooksville, FL 34602

THE OWNER:
(Name, legal status, and address)

Hernando County School District
8016 Mobley Rd.
Brooksville, FL 34601

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Wharton-Smith, Inc.
4912 West LaSalle St.
Tampa, FL 33607

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:35:44 EST on 11/19/2025 under Subscription No.20250152486 which expires on 07/18/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (691de3a7373ab05d4d454dfa)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Five million Six-hundred fifty-two thousand Nine-hundred forty-seven dollars ($ 5,652,947.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Per the attached GMP Proposal dated October 2, 2025 and containing 269 pages.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Upon the issuance of a Notice to Proceed

The Date of Commencement of the Work shall be no later than fourteen (14) calendar days after the occurrence of all of the following conditions: (a) the execution of this Agreement, (b) issuance of a building permit and any other permits and approvals from all authorities having jurisdiction needed to commence the Work, and (c) Construction Manager is provided with a written notice to proceed with work onsite from the Owner.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:35:44 EST on 11/19/2025 under Subscription No.20250152486 which expires on 07/18/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (691de3a7373ab05d4d454dfa)

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Two-hundred forty-nine (249) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Building 6	239 calendar days from the issuance of the Notice to Proceed

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
GMP Proposal	GMP Deliverable	10-2-2025	269

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Per Listing of Documents in GMP Proposal

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Per Listing of Documents in GMP Proposal

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:35:44 EST on 11/19/2025 under Subscription No.20250152486 which expires on 07/18/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (691de3a7373ab05d4d454dfa)

Title	Date	Pages

N/A
Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)
As specified in the attached GMP Proposal

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Owner and Construction Manager agree that a forthcoming Change Order will be issued to address results of the pre-audit of the GMP currently being conducted by CRI Advisors, LLC

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

As listed in Section 4 of GMP Proposal

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	COO - Commercial *(Printed name and title)*

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:35:44 EST on 11/19/2025 under Subscription No.20250152486 which expires on 07/18/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (691de3a7373ab05d4d454dfa)

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: Half- Cent Funds-Eastside Elementary Remodel Building 4 & 6 Phase II- GMP Amendment

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	3983E	7400	6XXX	O171	M2340	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 5,652,947.00	$ 0.00	$ 0.00	$ 5,652,947.00	$ 5,652,947.00	$ 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: ○
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 # 52. 26-3475 12/9/2025

Title and Board Action Requested
Approve the piggyback of the Sourcewell Cooperative Purchasing Solutions, RFP No. 020923/Contract No. 020923-GNR: *Portable Construction Equipment with Related Accessories and Attachments*, awarded to Generac Power System, Inc., and authorize purchases for an estimated annual amount of $350,000.00.

Executive Summary
The Fire Official-AHJ/Plans Examiner, on behalf of the Superintendent of Schools, hereby requests the Board Approve the piggyback of the Sourcewell Cooperative Purchasing Solutions, RFP No. 020923/Contract No. 020923-GNR: *Portable Construction Equipment with Related Accessories and Attachments*, awarded to Generac Power System, Inc., and authorize purchases for an estimated annual amount of $350,000.00.

Purchases can be made with vendor directly or through authorized dealers, resellers or partners as approved through the cooperative contract.

HCSB Bid No. 26-936-28 PB has been assigned for internal tracking purposes.

My Contact
William L Hall
Fire Official-AHJ/Plans Examiner
hall_b@hcsb.k12.fl.us
352-797-7050

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
See attached budget sheet.

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

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: December 9, 2025

Bid No. 26-936-28 PB

Bid Title: Portable Construction Equipment with Related Accessories and Attachments

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole/Single Source	☐Re-Award (Partial/Whole)
☐Contract Termination	☐Amendments to Contract	☐Extension of Contract	☐Emergency
☐Reversed Auction	☒Piggyback: Cooperative	☐Responsive/Responsible Bidders	

Bid Contract Period: 12/09/2025 through 04/20/2027 ☐ 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
1		1	

Rationale/Reason: Piggyback Sourcewell Cooperative Purchasing Solutions, RFP No. 020923/Contract No. 020923-GNR: Portable Construction Equipment with Related Accessories and Attachments, awarded to Generac Power Systems, Inc. Purchases can be made through vendor directly or vendor/cooperative authorized dealer and partners. HCSB Bid No. 26-936-28 PB 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:

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Bill Hall
Fire Official-AHJ/Plans Examiner

Department(s): Facilities & Construction Department

Recommended award: (See attached)

T/C CODE: 2628

Awarded Vendor:

Generac Power Systems, Inc.
Clinton Strother
Director of Sales
(262) 933-0833
clinton.strother@generac.com

Christopher Rey
Vice President
Federal Contracts Company – Authorized Generac Partner
(813) 631-0000
chris@federalcontractscorp.com

Purchases may be made through vendor directly or a vendor/Sourcewell Cooperative authorized partner, dealer or reseller (*not limited to Federal Contracts Company*).

Sourcewell

Generac #020923-GNR

Pricing for contract #020923-GNR is provided at 28% - 50% off list price depending on product line to Sourcewell participating agencies. Quantity discounts can be offered on a case by case basis.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: Millage Funds- Portable Construction Equipment

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	3730E	7400	6800	9550	M2050	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 350,000.00		$ 0.00		$ 0.00		$ 350,000.00		$ 350,000.00		$ 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: ○
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 # 53. 26-3476 12/9/2025

Title and Board Action Requested
Approve the piggyback of the State of Florida, Department of Management Services, ACS Contract No. 55000000-23-NY-ACS, Books, Serials, Databases, and Library Resource Management Products, awarded to multiple vendors and authorize the purchase of goods and services for an estimated annual amount of $55,000.00

Executive Summary
The Director of Purchasing & Warehousing on behalf of the Superintendent of Schools, hereby requests the Board approve the piggyback of the State of Florida, Department of Management Services, ACS Contract No. 55000000-23-NY-ACS: Books, Serials, Databases, and Library Resource Management Products, awarded to multiple vendors and authorize the purchase of goods and services for an estimated annual spending of $55,000.00.

This contract is utilized by all schools districtwide for the purchase of various books and library resources. Purchases will be made utilizing their already approved annual budgets.

HCSB Bid No. 26-998-30 PB has been assigned for internal tracking purposes.

My Contact
Christopher Reckner
Director of Purchasing & Warehousing
(352) 797-7060

Kelly Downey
Supervisor of Literacy, Intervention, and Elementary Academic Programs
(352) 797-7000

2023-28 Strategic Focus Area
Priority 1: Student Success

Financial Impact
See attached budget sheet.

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

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: December 9, 2025

Bid No. 26-998-30 PB

Bid Title: Books, Serials, Databases, and Library Resource Management Products

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole/Single Source	☐Re-Award (Partial/Whole)
☐Contract Termination	☐Amendments to Contract	☐Extension of Contract	☐Emergency
☐Reversed Auction	☐State of Florida DMS Contract	☐Responsive/Responsible Bidders	

Bid Contract Period: 12/09/2025 through 08/31/2027 ☐ 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
5		1	

Rationale/Reason: Piggyback the State of Florida, Department of Management Services ACS Contract No. 55000000-23-NY-ACS: *Books, Serials, Databases, and Library Resource Management Products* awarded to multiple vendors for the purchase of library material districtwide. This contract approval includes all future renewals options adopted by the State of Florida. HCSB Bid No. 26-998-30 PB 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: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Kelly Downey
Supervisor of Literacy, Intervention, and Elementary Academic Programs

Department(s): Academic Service

Recommended award: (See attached)

T/C CODE: 2630

Awarded Vendors:

Barnes & Noble Booksellers, Inc.

Brodart Company

Cengage Learning, Inc.

Central Program, Inc. dba Gumdrop Books

Children's Plus, Inc. dba Libraria

Coughlan Companies, LLC dba Capstone LLC

Cox Subscriptions, Inc. dba WT Cox Information Services

Delaney Educational Enterprises, Inc.

Follett Content Solutions, LLC

Follett Software, LLC

Ingram Library Services, LLC

LexisNexis Risk Solutions FL, Inc.

Midwest Tape, LLC

MT Library Services, Inc. dba Junior Library

Rainbow Books, Inc.

RELX Inc., dba LexisNexis

Textbook Warehouse, LLC

West Publishing Corporation, dba West, a Thomson Reuters Business

Complete pricing and discount list on file and available through the Purchasing Department.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: General/Federal/Mileage/Internal - Library Books, Media Center Supplies

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	11xx/4xxx	various	36x/5xx/6xx	various	various	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 55,000.00	$	$	$	$ 55,000.00	$ 0

Purchases will be made utilizing site's already approved annual budgets.

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ☒
New for Current Year: ☐

Prior Year Approved Budget: $ 120,482.43
Prior Year Actual Spent: $ 120,482.43

**** 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 # 54. 26-3482 12/9/2025

Title and Board Action Requested

Approve the renewal of the Piggyback of the Pennsylvania Education Purchasing Program (PEPPM) Cooperative Purchasing Contract, Bid No. 535802/Contract No. 535802-001: Hardware, Software, Related Services and Other Branded Products, awarded to Apple, Inc. Education and authorize the purchase of the goods and services for an estimated annual amount of $100,000.00.

Executive Summary

The Director of Technology and Information Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of the Piggyback of the Pennsylvania Education Purchasing Program (PEPPM) Cooperative Purchasing Contract, Bid No. 535802/Contract No. 535802-001: Hardware, Software, Related Services and Other Branded Products, awarded to Apple, Inc. Education and authorize the purchase of the goods and services for an estimated annual amount of $100,000.00.

HCSB Bid No. 24-204-31 PB RN has been assigned for internal tracking purposes.

My Contact

Joseph Amato
Director of Technology and Information Services
amato_j1@hcsb.k12.fl.us
(352) 797-7006 ext. 70102

2023-28 Strategic Focus Area

Priority 5: Fiscal Transparency and Capital Planning

Financial Impact

See attached budget sheet.

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

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: December 9, 2025

Bid No. 24-204-31 PB RN

Bid Title: Hardware, Software, Related Services and Other Branded Products

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☒Renewal of Contract	☐Sole/Single Source	☐Re-Award (Partial/Whole)
☐Contract Termination	☐Amendments to Contract	☐Extension of Contract	☐Emergency
☐Reversed Auction	☒Piggyback Cooperative	☐Responsive/Responsible Bidders	

Bid Contract Period: 01/01/2026 through 12/31/2026 ☐ 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 the Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) Cooperative Purchasing Contract, Bid #535802/Contract #535802-001: Hardware, Software, Related Services and Other Branded Products, awarded to Apple, Inc. Education. HCSB Bid #24-204-31 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: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Joseph Amato
Director of TIS

Department(s): Technology & Information Services

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

T/C CODE: 2431 & IPAD

Apple, Inc. Education

Andy Krazit
Account Executive
(352) 681-0221
www.apple.com/education

andyk@apple.com
eaccountteam@apple.com

Apple Educational Pricing

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: General/Capital/Millage/Federal

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1xx/3xx/4xx	various	various	various	401/xxx/various	

Original Approved Budget (+/-)	Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 21,000.00	$	$	$	$ 21,000.00	$

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget (+/-)	Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project .	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ⊗
New for Current Year: ○

Prior Year Approved Budget: $ 61,225.10

Prior Year Actual Spent: $ 61,225.10

**** 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 # 55. 26-3485 12/9/2025

Title and Board Action Requested

Approve the renewal of Bid No. 24-207-09 RN, Toner Cartridges & Drum Kits-New & Refurbished/Remanufactured, awarded to multiple vendors and authorize the purchase of toner cartridges & drum kits as needed, district-wide for an estimated annual spending of $220,000.00.

Executive Summary

The Director of Technology and Information Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of bid no. 24-207-09 RN, Toner Cartridges & Drum Kits-New & Refurbished/remanufactured, awarded to multiple vendors for the purchase of toner cartridges & drum kits as needed, district-wide and authorize spending for an estimated annual amount of $220,000.00. Purchases will be made from schools and sites already approved annual budgets.

My Contact

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

2023-28 Strategic Focus Area

Other

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: December 9, 2025

Bid No. 24-207-09 RN

Bid Title: Toner Cartridges & Drum Kits – New & Refurbished/Remanufactured

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☒Renewal of Contract	☐Sole/Single Source	☐Re-Award (Partial/Whole)
☐Contract Termination	☐Amendments to Contract	☐Extension of Contract	☐Emergency
☐Reversed Auction	☐Piggyback Cooperative	☐Responsive/Responsible Bidders	

Bid Contract Period: 12/12/2025 through 12/11/2026 ☐ 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
	2		1	

Rationale/Reason: Renewal of Contract.

Bidders Electronically Downloaded From Bidnet Direct Website:	**Bids Received:**	**No Bids:**	**Late Bids:**	**Rejected Bids:**	☒ **N/A – Bids Not Required:** Renewal

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Joseph Amato
Director of Technology & Information Services

Department(s): Technology & Information Services

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

T/C CODE: 2409

Bid No. 24-207-09 RN

Toner Cartridges Drum Kits: New Refurbished/Remanufactured

	CDW Education *		Coast to Coast Computer Products		Ink & Toner USA		ODP Business Solutions, LLC		Rasix Computer Centers, Inc. dba Academic Supplier		The Supply Branch dba The Tree House, Inc.		Source Now, LLC	
Manufacturer	OEM	Refurb	OEM	Refurb	OEM	Refurb	OEM	Refurb	OEM	Refurb	OEM	Refurb	OEM	Refurb
Brother® Black Toner/Ink Cartridge	3%	3%	30%	65%	15%	50%	20%	60%	35%	79%	31%	80%	25%	50%
Brother® Color Toner/Ink Cartridge	3%	3%	30%	65%	15%	50%	25%	65%	35%	79%	31%	80%	25%	50%
Brother® Other Misc. Supplies (Drums, etc.)	3%	3%	30%	65%	15%	50%	30%	65%	358%	79%	29%	80%	25%	50%
Canon Black Toner/Ink Cartridge	3%	3%	33%	65%	25%	50%	25%	65%	33%	79%	30%	75%	25%	50%
Canon Color Toner/Ink Cartridge	3%	3%	33%	65%	25%	50%	20%	60%	31%	79%	30%	75%	25%	50%
Canon Other Misc. Supplies (Drums, etc.)	3%	3%	33%	65%	25%	50%	35%	30%	30%	79%	-	-	25%	50%
Epson® Black Toner/Ink Cartridge	3%	3%	-	-	10%	50%	15%	-	13%	79%	-	-	10%	-
Epson® Color Toner/Ink Cartridge	3%	3%	-	-	10%	50%	20%	-	13%	79%	-	-	10%	-
Epson® Other Misc. Supplies (Drums, etc.)	3%	3%	-	-	10%	50%	5%	-	13%	79%	-	-	10%	-
HP Black Toner/Ink Cartridge	3%	3%	-	80%	33%	50%	20%	60%	37.51%	79%	40%	80%	35%	50%
HP Color Toner/Ink Cartridge	3%	3%	-	80%	33%	50%	20%	65%	37.51%	79%	40%	80%	35%	50%
HP Other Misc. Supplies (Drums, etc.)	3%	3%	-	40%	33%	50%	20%	60%	20%	79%	24%	80%	20%	50%
Lexmark™ Black Toner/Ink Cartridge	3%	3%	25-30%	35%	30%	50%	30%	60%	32%	79%	30%	70%	25%	50%
Lexmark™ Color Toner/Ink Cartridge	3%	3%	15-20%	30%	30%	50%	15%	65%	32%	79%	30%	70%	25%	50%
Lexmark™ Other Misc. Supplies (Drums, etc.)	3%	3%	15%	30%	30%	50%	25%	-	25%	79%	30%	70%	25%	50%
Media Sciences® Black Toner/Ink Cartridge	3%	3%	-	-	35%	50%	-	-	36%	79%	-	-	-	-
Media Sciences® Color Toner/Ink Cartridge	3%	3%	-	-	35%	50%	-	-	36%	79%	-	-	-	-
Media Sciences® Other Misc. Supplies (Drums, etc.)	3%	3%	-	-	35%	50%	-	-	36%	79%	-	-	-	-
Panasonic ® Black Toner/Ink Cartridge	3%	3%	-	-	25%	50%	40%	65%	22%	79%	-	-	-	50%
Panasonic ® Color Toner/Ink Cartridge	3%	3%	-	-	30%	50%	20%	-	22%	79%	-	-	-	50%
Panasonic ® Other Misc. Supplies (Drums, etc.)	3%	3%	-	-	30%	50%	30%	-	22%	79%	-	-	-	50%
Ricoh ® Black Toner/Ink Cartridge	3%	3%	20%	70%	30%	50%	25%	60%	27%	79%	-	-	10%	50%
Ricoh ® Color Toner/Ink Cartridge	3%	3%	20%	70%	30%	50%	25%	-	27%	79%	-	-	10%	50%
Ricoh ® Other Misc. Supplies (Drums, etc.)	3%	3%	20%	50%	30%	50%	25%	-	27%	79%	-	-	10%	50%
Sharp ® Black Toner/Ink Cartridge	3%	3%	32%	50%	35%	50%	30%	65%	33%	79%	-	-	15%	50%
Sharp ® Color Toner/Ink Cartridge	3%	3%	32%	50%	35%	50%	30%	-	33%	79%	-	-	15%	50%
Sharp ® Other Misc. Supplies (Drums, etc.)	3%	3%	30%	50%	35%	50%	-	-	33%	79%	-	-	15%	50%
Tektronix Black Toner/Ink Cartridge	3%	3%	-	-	35%	50%	-	-	31%	79%	-	-	-	-
Tektronix Color Toner/Ink Cartridge	3%	3%	-	-	35%	50%	-	-	31%	79%	-	-	-	-
Tektronix Other Misc. Supplies (Drums, etc.)	3%	3%	-	-	35%	50%	-		26%	79%	-	-	-	-
Xerox ® Black Toner/Ink Cartridge	3%	3%	15%	40-70%	30%	50%	20%	65%	12%	79%	30%	70%	15%	50%
Xerox ® Color Toner/Ink Cartridge	3%	3%	15%	40-70%	30%	50%	10%	60%	12%	79%	30%	70%	15%	50%
Xerox ® Other Misc. Supplies (Drums, etc.)	3%	3%	15%	40-70%	30%	50%	30%	50%	12%	79%	20%	50%	15%	50%
Balance of Line: Other brands not listed above	3%	3%	10-20%	30-55%	30%	50%	-	-	10%	79%	-	-	-	-

ADDITIONAL INFORMATION:

CDW-G — Percentage is discounted off CDW-G Nationally Advertised Price. Visit website at www.cdwg.com
Contact: Steve Nakonechny - Phone: (866) 224-1596 Email: stevnak@cdwg.com

Coast to Coast Computer Products — All OEM name brand supplies have a strict 30-day return policy. Product must be either defective or factory sealed.
Contact: Melissa Servatdjoo - Phone: (800) 223-8890 Email: melissa@coastcoast.com

Ink & Toner USA — Contact: Ted Hirsch - Phone: (561) 296-4465 Email: thirsch@inkandtonerusa.com The Supply Branch dba The Tree House, Inc. — Contact: David Rizzo - Phone: (800) 595-6651 Email: djirizz@aol.com

Rasix Computer Center Inc. dba Academic Supplier — Contact: Jeffrey Kozma - Phone (800) 266-2892 ex. 117 Email: jeffrey.kozma@rasixinc.com

ODP Business Solutions — Contact Olabisi Williams- Phone (512) 641-3851 Email: olabisi.williams@odpbusiness.com

Source Now, LLC — Contact: Jessea Bowe - Phone (800) 548-0277 Email: jessea@govsourcenow.com

;coi;nptete sectfofj A.orB; an C

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

A. Item Currently **Budgeted** -

Account Name: General Fund/Special Revenue/Internal Accounts

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	11xx/4xxx/80xx	various	5190	various	various	

Original Approved Budget	+ Budget Amendments	Expenditures / Encumbrances To Date	Current Available Budget	Present Request	Remaining Balance Available
$	$	$	$	$220,000	$

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ Budget Amendments	Expenditures / Encumbrances To Date	Current Available Budget	Present Request	Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -••

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget:
New for Current Year: EI

Prior Year Approved Budget: $214,552

Prior Year Actual Spent: $214,552

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

Agenda Item # 56. 26-3486 12/9/2025

Title and Board Action Requested
Approve the renewal of Sophos Central Intercept X Advanced Subscription License and related services from CDW-G and authorize the issuance of a purchase order for the amount of $237,790.00.

Executive Summary
The Director of Technology and Information Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the purchase of the software license renewal of Sophos Security Central with core professional services from CDWG. Sophos provides next generation, vital and mandatory comprehensive endpoint protection, server and network security and antivirus/malware protection for all computers and servers district wide.

As is evidenced by the sharp increase in the number of school districts and governmental agencies in Florida as well as nationwide that have fallen victim to intrusions, data loss and ransomware, the State of Florida and the Department of Justice and FBI have issued warnings to schools that they are now a primary target.

To present the best security posture possible, protect our student and staff data, and meet the level of security required by both the state and our insurance carriers, a comprehensive security suite must be in place and maintained to industry standards. By using the software and services of Sophos we can always have the advantage of the next generation security and intrusion protection and a large team of seasoned security professionals working on our behalf without the exorbitant costs of labor and equipment we would incur trying to do this in house. Further by using this service we may reduce our insurance premium, and it may be possible to shift some liability off the District.

My Contact
Joseph Amato
Director of Technology and Information Services
amato_j1@hcsb.k12.fl.us
(352) 797-7006 ext. 70102

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.

Complete Section A or B; and C

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

A. Item Currently Budgeted -

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Name	Add.Milage	Admin Tech	Tech.Rentals	TIS Div.	Voted Mill.Tech	
Account Number	1120E	8200	3690	9220	00107	

Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 240,372.00		$ 0.00		0.00		240,372.00		237,790.00		$ 2,582.00

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Name						
Account Number						

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

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Number						

Amount $

Funding Source

Account Name

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Number						

Amount $

C. History

Check one:
Prior Year Budget: X
New for Current Year: O

Prior Year Approved Budget: 240,372.00

Prior Year Actual Spent: 240,372.00

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

Hernando School District

School Board Regular Meeting

Agenda Item # 57. 26-3474 12/9/2025

Title and Board Action Requested
Approval Requested for out of county travel for School Board Member(s) to attend the FSBA 39th Annual Day in the Legislature January 28-29, 2025 in Tallahassee, FL that may exceed $500 per Board Member.

Executive Summary
The Board Chair hereby requests the Board to approve out of county travel for School Board Member(s) to attend the FSBA 39th Annual Day in the Legislature January 28-29, 2025 in Tallahassee, FL that may exceed $500 per Board Member

According to Florida Statute 1001.39, any travel outside the district by a Board Member that exceeds $500 requires prior approval by the district school board to confirm that such travel is for official business of the school district. The conference presentations and materials are related school district business. Board Members who attend such may seek travel reimbursement in excess of $500 to the extent that such expenses are authorized by Florida Statute 112.061 and consistent with State Board of Education rules.

My Contact
Kayce Hawkins
Board Chair
Hawkins_k@hcsb.k12.fl.us

Kelly 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
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

FSBA 39TH ANNUAL DAY IN THE LEGISLATURE

January 28 - 29, 2026 | TSC Center for Innovation, 350 S. Duval Street, Tallahassee, FL

Wednesday, January 28, 2026

12:00 - 4:30 p.m. Registration

1:00 - 1:30 p.m. Overview and Expectations (2 CBM pts.)

Welcome:

Angie Gallo, FSBA President, Certified Board Member, Orange County School Board Member

Presiding:

Debbie Jordan, Co-Chair, FSBA Legislative Subcommittee, Certified Board Member, Lee County School Board Member

Alva Smith, Co-Chair, FSBA Legislative Subcommittee, Certified Board Member, Leon County School Board Member

1:30 - 2:30 p.m. Bill Briefing Platform Items (2 CBM pts.)

Presenters: FSBA Staff and FELL Members

2:30 - 2:45 p.m. Break

2:45 - 3:45 p.m. Budget Briefing (2 CBM pts.)

Presenters: FSBA Staff and FELL Members

3:45 - 4:45 p.m. Bill Briefing Non-Platform Items (2 CBM pts.)

Presenters: FSBA Staff and FELL Members

4:45 - 5:00 p.m. Closing

5:00 p.m. Group Photo in Lobby

5:15 - 6:15 p.m. Reception at Eve on Adams, located on the 17th floor of the DoubleTree by Hilton (101 South Adams Street, Tallahassee, FL 32301)

AGENDA

Thursday, January 29, 2026

8:00 - 10:00 a.m. Registration

8:00 a.m. Coffee & Light Bites

8:30 - 10:00 a.m. Coffee and Conversations with Florida Legislators (2 CBM pts.)

Presiding:

Debbie Jordan, Co-Chair, FSBA Legislative Subcommittee, Certified Board Member, Lee County School Board Member

Alva Smith, Co-Chair, FSBA Legislative Subcommittee, Certified Board Member, Leon County School Board Member

Speakers:

Florida Legislators and Executive Branch Members (invited)

10:30 a.m. - 5:00 p.m. Visit your Senators and Representatives

Be sure to report/follow up with Joe McGehee, FSBA Director of Advocacy and Legislative Services, mcgehee@fsba.org

Need a Break?

Join us in the FSBA Resource Room in the Senate Office Building (SOB), **Room 221**. (*Drinks and snacks will be provided.)*

Or visit us at the FSBA office - YOUR office away from home at 203 S. Monroe Street.

Approval requested for out of county travel for School Board Member(s) to attend the upcoming events. Travel is for official school district business and complies with the rules of the State Board of Education.

Please note: board members may or may not attend the following conferences:

Details	Registration Fee	Hotel	Miscellaneous (Mileage, Meals, etc.)	Total
01/28/26 – 01/29/26: FSBA 39th Annual Day in the Legislature	$175 per board member	Courtyard by Marriot Approx. $250/night Hyatt House Approx. $299/night	Mileage, Meals, Tolls, Parking, etc. Per diem expenses if applicable	Approx. $1,000/per board member

1001.39 District school board members; travel expenses.—

[1](1)In addition to the salary provided in s. 1001.395, each member of a district school board shall be allowed, from the district school fund, reimbursement of travel expenses as authorized in s. 112.061, except as provided in subsection (2). Any travel outside the district shall also be governed by the rules of the State Board of Education.

(2)Each district school board may reimburse a district school board member for travel expenses for travel from the member's residence incurred in the performance of a public purpose authorized by law to be performed by the district school board, including, but not limited to, attendance at regular and special board meetings. Mileage allowance in the amount provided by law for reimbursement of travel expenses, when authorized, shall be computed from the member's place of residence to the place of the meeting or function and return.

History.—s. 51, ch. 2002-387; s. 5, ch. 2018-5.

[1]**Note.**—Section 5, ch. 2018-5, amended subsection (1), effective July 1, 2019, to read:

(1) In addition to the salary provided in s. 1001.395, each member of a district school board shall be allowed, from the district school fund, reimbursement of travel expenses as authorized in s. 112.061, provided that any travel outside the district that exceeds $500 requires prior approval by the district school board to confirm that such travel is for official business of the school district and complies with rules of the State Board of Education. Any request for travel outside the state must include an itemized list detailing all anticipated travel expenses, including, but not limited to, the anticipated costs of all means of travel, lodging, and subsistence. Immediately preceding a request, the public must have an opportunity to speak on the specific travel agenda item.

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: Registration Fees per board member

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100E	7100	7300	9100	40100	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 39,420.00	$ 0	$ 23,700.00	$ 15,720.00	$ 175.00	$ 15,545.00

Account Name: Out of County Travel per board member

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100E	7100	3330	9100	40100	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 13,262.40	$ 0	$ 1,828.82	$ 11433.58	$ 825.00	$ 10,608.58

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: $ 56,154.00
Prior Year Actual Spent: $ 38,027.78

**** 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 # 58. 26-3498 12/9/2025

Title and Board Action Requested
Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Executive Summary
Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to other Hernando County School issues on which the School Board customarily takes actions.

My Contact
Ray Pinder
Superintendent of Schools

2023-28 Strategic Focus Area
Other

Financial Impact
There is no financial impact.

NON-AGENDA ITEM COMMENT FORM FOR SPEAKERS

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

LEGAL NAME/PRINTED: _____

LEGAL ADDRESS: _____

PHONE: (_____) _____

Identify topics not included on the agenda. Topics need to address 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.

Hernando School District

School Board Regular Meeting

Agenda Item # 59. 26-3473 12/9/2025

Title and Board Action Requested
Deductive Change Order 002 to the contract with Williams Company Tampa for New Classroom & Cafeteria Buildings for Eastside Elementary School is provided for the Board's information. No board action is required.

Executive Summary
On June 25, 2024, the Board awarded Williams Company Tampa the contract to build the New Classroom & Cafeteria Buildings for Eastside Elementary School. The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby is providing the Deductive Change Order 002 to the contract with Williams Company Tampa for the New Classroom & Cafeteria Buildings for Eastside Elementary School for the Board's information.

The Deductive Change Order 002 will result in a reduction of the Guaranteed Maximum Price from $21,310,043.00 to $20,975,043.00. The savings of $335,000.00 will be used by The District to purchase materials for the project. This deductive change order will save The District approximately $21,320.72 in sales tax.

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

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
See attached budget sheet.

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

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
EASTSIDE ELEMENTARY SCHOOL

NEW CLASSROOMS & CAFETERIA BUILDING
27151 ROPER ROAD
BROOKSVILLE, FL 34602

CONTRACT INFORMATION:
Contract For: CONSTRUCTION GMP AMENDMENT 02
Date: 4/8/2025

CHANGE ORDER INFORMATION:
Change Order Number: 02

Date: 11/29/205

OWNER: *(Name and address)*
HERNANDO COUNTY SCHOOL DISTRICT
8016 MOBLEY RD
BROOKSVILLE, FL 34601

ARCHITECT: *(Name and address)*
HARVARD JOLLY D.B.A. PBK
5201 W. KENNEDY BLVD. #515
TAMPA FL 33609

CONTRACTOR: *(Name and address)*
WILLIAMS COMPANY TAMPA
291 SOUTHHALL LANE
MAITLAND, FL 32751

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	$	27,080,043.00
The net change by previously authorized Change Orders	$	-5,770,000.00
The Contract Sum prior to this Change Order was	$	21,310,043.00
The Contract Sum will be decreased by this Change Order in the amount of	$	335,000.00
The new Contract Sum including this Change Order will be	$	20,975,043.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 08/06/2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
HARVARD JOLLY D.B.A. PBK	WILLIAMS COMPANY TAMPA	HCSB
(Firm name)	*(Firm name)*	*(Firm name)*
luis hernandez	Dirk Heller	
SIGNATURE	SIGNATURE	SIGNATURE
LUIS HERNANDEZ - PROJECT MANAGER	DIRK HELLER V.P. of OPERATIONS	Desmond Manor Project Manager
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
11/19/2025	11/19/2025	11-17-25
DATE	DATE	DATE

AIA Document G701 – 2017. Copyright © 1979, 1987, 2000 , 2001 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:02:10 ET on 11/19/2025 under Order No.3104239853 which expires on 12/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

WILLIAMS COMPANY

PCCO #002

Williams Company Tampa
5201 West Kennedy Blvd., Suite 535
Tampa, Florida 33609
Phone: (813) 418-3810
Fax: (813) 418-3819

Project: 24504 - HCSD Eastside Elementary School - Classroom & Cafeteria Additions
27151 ROPER ROAD
BROOKSVILLE, Florida 34602

Prime Contract Change Order #002: Additional Anticipated Owner Direct Purchase Orders

TO:	**SCHOOL DISTRICT OF HERNANDO COUNTY (Customer)** 8016 MOBLEY ROAD BROOKSVILLE, Florida 34601	**FROM:**	**WILLIAMS COMPANY TAMPA (Customer)** 5201 W Kennedy Blvd Ste 535 TAMPA, Florida 33609
DATE CREATED:	11/17/2025	**CREATED BY:**	Margaret Dewar **(Williams Company)**
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	11/17/2025
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:Eastside Elementary School - Classroom & Cafeteria Additions	**TOTAL AMOUNT:**	($335,000.00)

DESCRIPTION:
Additional Anticipated Owner Direct Purchase Orders

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
039	Additional Anticipated Owner Direct Purchase Orders		($335,000.00)
		Total:	($335,000.00)

CHANGE ORDER LINE ITEMS:

PCO # 039: Additional Anticipated Owner Direct Purchase Orders

#	Budget Code	Description	Amount
1	99-800.O ODP.Other	Anticipated Owner Direct Puchase	$(335,000.00)
		Grand Total:	**$(335,000.00)**

The original (Contract Sum)	$27,080,043.00
Net change by previously authorized Change Orders	($5,770,000.00)
The contract sum prior to this Change Order was	$21,310,043.00
The contract sum will be decreased by this Change Order in the amount of	($335,000.00)
The new contract sum including this Change Order will be	$20,975,043.00
The contract time will not be changed by this Change Order.	

HCSD Internal Change Order

HERNANDO COUNTY SCHOOL DISTRICT
DIRECT PURCHASE REQUEST FORM

HCSD PROJECT:	Eastside ES Classroom & Cafeteria Additions	REQUEST #:	2
ARCHITECT/ENGINEER:	Harvard Jolly/PBK Architects	DATE:	11/17/2025
TO: CONTRACTOR	Williams Company Tampa	P.O. #	
ADDRESS	291 Southhall Lane, Maitland FL 32751	A/E JOB #:	24033.00

YOUR CONTRACT DATED _____ HAS BEEN ACCEPTED FOR MAKING THE FOLLOWING CHANGES PENDING EXECUTION OF A CHANGE ORDER TO THE CONTRACT BY ALL PARTIES:

DESCRIPTION OF PROPOSED PURCHASES:	COST DECREASE	TAX SAVINGS
Additional DPO's per the attached list	(335,000.00)	
TOTALS	(335,000.00)	-
		(335,000.00)

THE ORIGINAL CONTRACT AMOUNT WAS:	27,080,043.00
AMOUNT OF PREVIOUSLY AUTHORIZED CHANGE ORDERS:	(5,770,000.00)
NEW CONTRACT AMOUNT INCLUDING THIS REQUEST WILL BE:	20,975,043.00
TOTAL TAX SAVINGS TO DATE INCLUDING THIS REQUEST	-

By execution of this form the Contractor acknowledges that they will be responsible for coordination of delivery & receipt of all materials and no terms of the original contract shall be altered by this document

Hernando County School District

	Contractor	Owner
Name:	Michael Johnson	
Signed:		
Date:	11/17/2025	

WILLIAMS COMPANY

HCSD Eastside ES Classroom & Cafeteria Additions - Anticipated Owner Direct Purchase

		PCO 1		PCO 002		
Division	SUBCONTRACTOR	PRE-TAX AMOUNT	Subcontractor Deductive CO Amount (w/Tax)	ACTUAL SUB ODP DEDUCT	Delta Actual vs. Anticipated	NOTES
10			$ -	$ 318,025.00	$ 318,025.00	Perfection Architectural
11			$ -	$ 32,800.00	$ 32,800.00	Promethean Boards
03	VMG Construction	$ 98,500.00				
03	VMG Construction	$ 330,500.00				
03	VMG Construction	$ 44,500.00	$ 501,985.00	$ 500,474.97	$ (1,510.03)	
05	Fabco Metal Products	$ 253,999.00	$ 269,263.94	$ -	$ (269,263.94)	New Millenium T&C
07	RAMCON	$ 148,852.47	$ 157,808.62	$ 190,409.00	$ 32,600.38	
08	Pinnacle Door & Hdw.	$ 91,046.48		$ 314,396.59	$ 19,137.00	
08	Pinnacle Door & Hdw.	$ 35,805.71				
08	Pinnacle Door & Hdw.	$ 151,623.84	$ 295,259.59			
08	Tab Glass	$ 266,900.00				
08	Tab Glass	$ 248,994.00				
08	Tab Glass	$ 37,800.00		$ 601,179.80	$ 4,630.96	
08	Tab Glass	$ 8,970.00	$ 596,548.84			
09	Garrard Framing & Drywall	$ 230,000.00	$ 243,825.00	$ 215,541.73	$ (28,283.27)	
09	Spectra Flooring	$ 106,566.21		$ 118,111.12	$ (71,717.03)	
09	Spectra Flooring	$ 15,561.55				
09	Spectra Flooring	$ 56,884.65	$ 189,828.15			
09	Real Ceilings	$ 110,000.00	$ 116,625.00	$ 94,751.22	$ (21,873.78)	
09	Jamestown Painting	$ 23,500.00	$ 24,935.00	$ 14,649.50	$ (10,285.50)	
11	Clark Food Service Equip.	$ 730,076.00	$ 773,905.56	$ 817,581.80	$ 43,676.24	
12	Meteor Education	$ 833,561.86	$ 883,600.57	$ 965,902.25	$ 82,301.68	Additional Meteor ODP
13	Ironrock Construction	$ 112,436.00	$ 119,207.16	$ -	$ (119,207.16)	
15	Coast to Coast Fire Prot.	$ 35,000.00	$ 37,125.00	$ -	$ (37,125.00)	
15	Southern Equipment	$ 100,212.71				
		$ 121,049.52	$ 234,587.96	$ 234,587.96	$ (0.00)	
15	HCSD - Direct	$ 162,410.00	$ 193,306.46	$ 193,306.46	$ -	
15	RoyalAire Mechanical	$ 36,000.00				
15	RoyalAire Mechanical	$ 140,000.00				
15	RoyalAire Mechanical	$ 13,000.00				
15	RoyalAire Mechanical	$ 80,000.00	$ 285,240.00	$ 341,156.99	$ 55,916.99	
16	EARLY GMP - AMENDMENT	$ 95,650.00	$ 101,414.00	$ 101,414.00	$ -	
16	A & G Electric	$ 163,000.00				
16	A & G Electric	$ 231,000.00				
16	A & G Electric	$ 30,000.00				
16	A & G Electric	$ 100,000.00	$ 555,540.00	$ 648,307.72	$ 92,767.72	
31	Dallas 1	$ 237,144.00				
31	Dallas 1	$ 38,780.00				
31	Dallas 1	$ 75,676.00				
31	Dallas 1	$ 115,000.00	$ 494,696.00			
				$ 634,327.28	$ 139,631.28	
32	Perimeter Solutions	$ 60,000.00	$ 63,625.00			
					$ (63,625.00)	
		$ 5,770,000.00		**$ 6,336,923.39**		
		$ (253,999.00)				
					$ 198,596.53	*Delta*
					$ 156,332.16	*Expected C2C & Ironrock*
					$ 354,928.69	**Total ODP Add w/ tax**
					$ 21,320.72	**Sales Tax Savings**
					$ 333,607.97	**PCO 002**

Complete Section A **or** B; **and** C

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name:

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source:

Account Name:

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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