

The School District of Hernando County, Florida
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Superintendent: *Ray Pinder*
Board Chairperson: *Linda K. Prescott*
Vice Chairperson *Susan Duval*
Board Members:
Mark Johnson
Shannon Rodriguez
Gus Guadagnino

Grand Canyon University, Master's in School Counseling Scholarship AGREEMENT

Congratulations on being selected to receive a scholarship to attend Grand Canyon University to complete coursework and field work to earn a Master's in School Counseling. This program will allow you to continue in your current role while participating in an asynchronous, higher education program. Your participation in the program, and any obligations of the Hernando County School District (the "District"), are expressly conditioned on compliance with this ("Agreement"), as well as its terms as described below:

1. Following your acceptance and enrollment into the Grand Canyon University, Master's in School Counseling program, the District agrees to pay for your tuition and expenses incurred as part of that program provided that you comply with all of the terms and conditions of this Agreement. You understand that, if you do not comply with those terms and conditions, you may be required to repay any funds paid by the District as part of the program as described below.
2. You agree that you are required to make a satisfactory effort, as evaluated and determined by the District, in the completion of coursework to continuously gain credit towards the completion of the Master's Degree in School Counseling as designed by Grand Canyon University. If at any time the District determines that you are not making satisfactory progress toward obtaining a the degree as described above, you may be released from the program at the discretion of the District. If the District makes a decision to separate you from the program, you will not be required to repay amounts the District has paid for your participation in the program as a result of your separation. If, however, you voluntarily leave the Position or the Grand Canyon University program for any reason, you will be required and agree to repay the District for payments made during the portion of the program in which you were enrolled in accordance with the Promissory Note attached as Exhibit A, as well as the terms of this Agreement.

3. You agree to use your best efforts to dedicate adequate time to studies funded by the District for the program and to complete coursework required for and receipt of the Master's Degree contemplated by that program. You will have the opportunity/flexibility to complete student directed or school related assignments during the workday where appropriate, but all reading and written assignments will need to be completed when you are not engaged in your normal job duties.
4. You agree to schedule the necessary tests for certification as a Certified School Counselor with the State of Florida before the completion of your Master's Degree.
5. You agree to remain employed by the District for the entire period of the Work Commitment unless separated by the District, provided that leaves of absence or similar periods when you are not working will not count towards satisfaction of the Work Commitment, and the length of an absence will extend the Work Commitment. The Work Commitment, referred to in this agreement, will be for 5 years of employment with Hernando County School District after completion of the Master's Degree.
6. Upon each advance of funds under the program by the District, you agree to execute a promissory note substantially in the form attached to this Agreement as Exhibit A or an amendment of a principal amount attached thereto ("Promissory Note"), requiring monthly amortization of the full amount of funds paid by the District for the program under the terms set forth in the Note, whereupon the amount received shall be treated as a loan, provided that for each month of your future employment by the District in fulfillment of the Work Commitment, one month's amortization payment shall be forgiven, subject to the them applicable rules of the Internal Revenue Code concerning discharge of indebtedness income.
7. Upon any failure to commence or fulfill your Work Commitment, except separation by the District as described in paragraph 5 of this Agreement, or in the event you voluntarily leave or withdraw from the program, you shall, as of the first day of the month following such event, commence making monthly payments on the full amount then owing under the Promissory Note.
8. You will be solely and exclusively responsible for all reporting for income tax purposes associated with and payment of any and all taxes arising from your receipt of benefits under the Grand Canyon University program and shall hold the District harmless as to any attempt to collect taxes, interest or penalties due from you on account of benefits received, or payments made on your behalf, during the program.

9. If you remain employed during the Work Commitment, you will be compensated on the approved salary schedule for the position in which you are employed.
10. You acknowledge and understand the following:
- a. While benefits paid by the District during the program are for educational expenses, any amounts paid by the District are not tax free to you and, but for the Work Commitment, would be immediately taxable to you;
 - b. Forgiveness of amounts owed under the Promissory Note will constitute discharge of indebtedness and be treated as required by and taxed under the then current rules of the Internal Revenue Code concerning discharge of indebtedness income.
 - c. You are solely and exclusively responsible for all reporting for income tax purposes associated with and payment of any and all taxes arising from any and all payment by the District for costs associated with the program;
 - d. The District has not provided tax advice concerning the tax ramifications of accepting benefits and payments by the District under the Grand Canyon University program or the terms and conditions of this Agreement.
11. You represent and agree that:
- a. You have had an adequate opportunity to seek financial, tax or other advice or counsel concerning the tax and other ramifications of receiving benefits or payments by the District under the program and the terms and conditions of this Agreement and the Promissory Note;
 - b. Whether having obtained such counsel, you desire to enter freely into this Agreement and assume all obligations set forth in this Agreement and the Promissory Note; and
 - c. You understand that in providing benefits and/or payments under the program, or complying with its obligations under this Agreement, the District is relying on your representations in this paragraph.
12. This Agreement shall be governed and construed according to the law of the State of Florida, without regard to conflict of laws.

13. This Agreement is the complete and entire agreement between you and the District and supersedes any prior agreements, understandings, and representations, whether oral or written, between you and the District with respect to the subject matter hereof. This Agreement only may be modified or amended in a writing signed by both you and an authorized representative of the District.
14. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page of this Agreement by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of this Agreement.
15. You hereby consent to personal jurisdiction and venue for any action brought by the District arising out of a breach or threatened breach of this Agreement exclusively in the United States District Court for the Middle District of Florida, Tampa Division, or in the Circuit Court in and for Hernando County, Florida. You hereby agree that any action brought by you, alone or in combination with others, against the District, arising out of this Agreement, shall be brought exclusively in the United States District Court for the Middle District of Florida, Tampa Division, or in the Circuit Court in and for Hernando County, Florida.
16. The prevailing party in any action arising out of or related to this agreement shall be entitled to recover its costs and a reasonable attorney's fees and costs from the non-prevailing party.

RELEASE OF INFORMATION: I authorize any individual, including any University or other educational institution I attend as part of the Grand Canyon University program, with information about or access to records referring to the undersigned to release and provide that information and/or those records to the Hernando County School District. I waive any and all rights to privacy or confidentiality for the purpose of this authorization and release all individuals who provide such information and/or records from any liability of every nature and kind arising from those acts.

ACCEPTANCE: I acknowledge that this offer is made expressly subject to those conditions set forth above, and I accept this offer with full knowledge of that fact. I understand that the Hernando County School District is extending this offer in good faith to meet district staffing needs and by signing below attest to be dealing in good faith with the Hernando County School District.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Signature of Applicant

Date

Signature of Designee for Superintendent
of the Hernando County School District

Date

Approved as to form &
content for HCSD:
Kevin M. Sullivan
Attorney, BGR&H
8:20 am, Sep 10, 2024

EXHIBIT A
Promissory Note

The undersigned individual (“Maker”) promises to pay to the order of the Hernando County School District (“the District”) or an affiliate thereof designated by the District, the final Aggregate Principal Amount Due Under Note as set forth on the Principal Amount below at the principal office of the District, or at such other place as the holder hereof may direct in writing, with interest thereon, at an annual rate equal to the prime rate reported in the Wall Street Journal on the date payments commence hereunder, plus one percent (1%) until paid, with attorneys' fees and costs of collection, and without relief from valuation and appraisal laws. The Maker waives demand, presentment, protest, notice of protest, and notice of nonpayment or dishonor of this Note, and consents to extensions of time of payment of this Note. No delay or omission on the part of the holder hereof in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the holder hereof of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Grand Canyon University Master’s in School Counseling Agreement by and among the District and the Maker.

The Principal Sum and accumulated interest is subject to forgiveness in equal increments for each full month during which Maker fulfills Maker’s Work Commitment. In the event Maker does not fulfill Maker’s Work Commitment or voluntarily leaves the program or the Position, any portion of the Principal Sum and accumulated interest that has not been forgiven pursuant to the terms of the Grand Canyon University, Master’s in School Counseling Agreement and this Promissory Note and remains due and payable shall be repaid by being amortized over the number of remaining and unfulfilled months in Maker’s Work Commitment.

Maker acknowledges that the District’s forgiveness of any amounts pursuant to this Note Agreement is taxable income to Maker. Maker acknowledges that, for amounts loaned to the Maker under this Promissory Note, the Maker is responsible for the applicable income and employment tax withholding related to the amounts forgiven (both Principal and accumulated interest). The District shall cooperate with Maker to adjust any income tax withholdings made by the District to account for income from discharge of indebtedness.

Signed and delivered at this ____ day of _____, _____.

Maker’s Name:

Maker’s Signature:

Address:

PRINCIPAL AMOUNT

Date of funds paid by the District

Advance amount of

Advance Aggregate Principal

Amount Due Under Note

Signature of Maker