Hernando School District

School Board Workshop

Agenda - Final

Tuesday, December 9, 2025 **2:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL 34601

CALL TO ORDER

PRESENTATIONS

1. **26-3464** Presentation of Somerset & Explorer K-8 Access, by Jim Lipsey, School Planner, Caroline Mockler, Staff Counsel, and Kristin Kowaleski, of GrayRobinson, P.A.

   Attachments: 26-3464 Somerset & Explorer K-8 Access (r1).pdf
   26-3464 DRAFT Duke Conditional LONO.pdf
   26-3464 DRAFT HCSD-BOCC Explorer Blvd Transfer Agreement.pdf
   26-3464 DRAFT HCSD-BOCC Explorer Blvd. Deed of Dedication.pdf
   26-3464 DRAFT Duke-HCSD Termination of Encroachment Agreement.pdf
   26-3464 DRAFT Somerset-Acts-HCSD Access Agreement Release.pdf
   26-3464 DRAFT Somerset Dedication of Land to HCSD.pdf
   26-3464 DRAFT Somerset-HCSD Temporary Construction Agreement.pdf
   26-3464 Budget Sheet NO Financial Impact

2. **26-3491** Presentation and Information on the option of and participation agreement with the Florida Educational Health Trust (FLEHT)

   Attachments: FLEHT-Introductory-PowerPt-2025
   Budget Sheet Sept 2021 Revised NO Financial Impact ACC

3. **26-3398** Review and Tentative Approval of Neola Policy Volume 25 No. 2 and Policies that Include Compliance Officers by Name.

   Attachments: Volume 25 No 2 Index Workshop
   Vol 25 N 2 Workshop Dec 9 2025
   Budget Sheet Sept 2021 Revised NO Financial Impact ACC

4. **26-3348** Review and Tentative Approval of the Volunteer Handbook

   Attachments: Volunteer Handbook Strikethrough 26 342_26 3348
   Volunteer Handbook Clean Copy for 263432_263348
   budget sheet no financial impact

5. **26-3431** Review proposed job description of Substitute ESE Therapy Provider.

   Attachments: Substitute - ESE Therapy Provider
   Substitue_Salary_Schedule_STRIKE
   Substitue_Salary_Schedule_CLEAN
   Budget Sheet Sept 2021 Revised NO Financial Impact ACC

6. **26-3481** Presentation on the analysis of athletic ticket pricing, pass options, and related revenue and budget trends.

   Attachments: Family Pass Board Workshop Pres
   Budget Sheet Sept 2021 Revised NO Financial Impact ACC

GENERAL COUNSEL

ADDENDUM ITEMS

GOOD OF THE ORDER/BOARD DISCUSSION

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 Workshop

Agenda Item # 1. 26-3464 12/9/2025

Title and Board Action Requested
Presentation of Somerset & Explorer K-8 Access, by Jim Lipsey, School Planner, Caroline Mockler, Staff Counsel, and Kristin Kowaleski, of GrayRobinson, P.A.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board hear a presentation of Somerset & Explorer K-8 Access, by Jim Lipsey, School Planner, Caroline Mockler, Staff Counsel, and Kristin Kowaleski, of Gray Robinson, P.A.

This presentation summarizes how the developer of Somerset has agreed to reconfigure access to Explorer K-8 from Northcliffe Blvd. to facilitate construction of a new 4-lane extension of Explorer Blvd. into the new development, while also providing improvements to the school, including new extended parent queuing lanes on school property, new sidewalks, new fencing and gates, and a new marquee sign.

The presentation also provides an overview of multiple agreements needed between the School Board, Hernando County, Duke Energy, and the Developer, to terminate an Easement Encroachment Agreement with Duke Energy, to transfer ownership of multiple parcels between parties, to provide a temporary easement for construction on School Board property, and to provide permanent easements for the maintenance of electrical transmission facilities and drainage ponds.

My Contact
Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
352-797-70150

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.

HERNANDO SCHOOL DISTRICT

Jim Lipsey, AICP-C
School Planner

Caroline Mockler
Staff Counsel

Somerset & Explorer K-8 Access

Date: December 9, 2025

Agenda Item: 26-3464

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1. Vicinity Map
2. Historical Brief
3. Current & Proposed School Access
4. Overview of Legal Agreements

1. Vicinity Map



HERNANDO SCHOOL DISTRICT

Learn it. Love it. Live it.

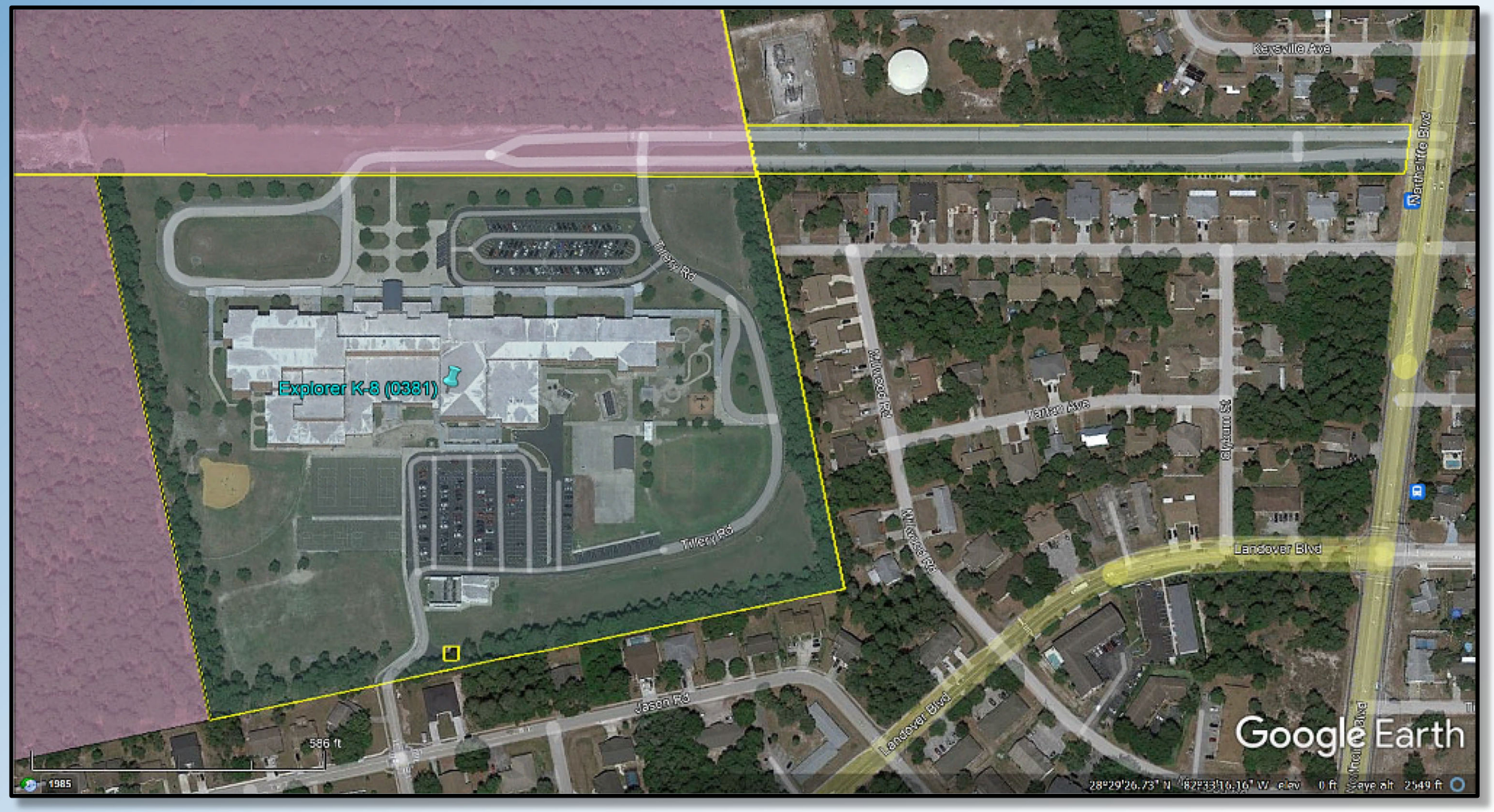
2. Historical Brief

1995	Taking & Permanent Easement (Florida Power Corp. vs. Loren E. Hamm)
2006	Duke's School Encroachment Agreement (as Progress Energy, to HCSB)
2015	Development Access Agreement (Mark 425, successor to Hamm, & HCSB)
	Duke's Letter of No Objection (To Luke 1248 LTD)
2022	Amended Access Agreement (HCSB & Acts 88 / Somerset Land LLC)
	Conditional Plat Approval – Ph. 1 (Hernando Co. Planning & Zoning)
	Development Agreement (BOCC & Somerset Land LLC)
2023	Duke's Objection to Public R.O.W. Through Easement
2024	Duke's Objection to BOCC's Proposed Resolution
	BOCC's Resolution Requesting Dedication of Explorer Blvd.
2025	HCSD Informed of Duke's OK to Revised Access

HERNANDO SCHOOL DISTRICT

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3. Current & Proposed School Access

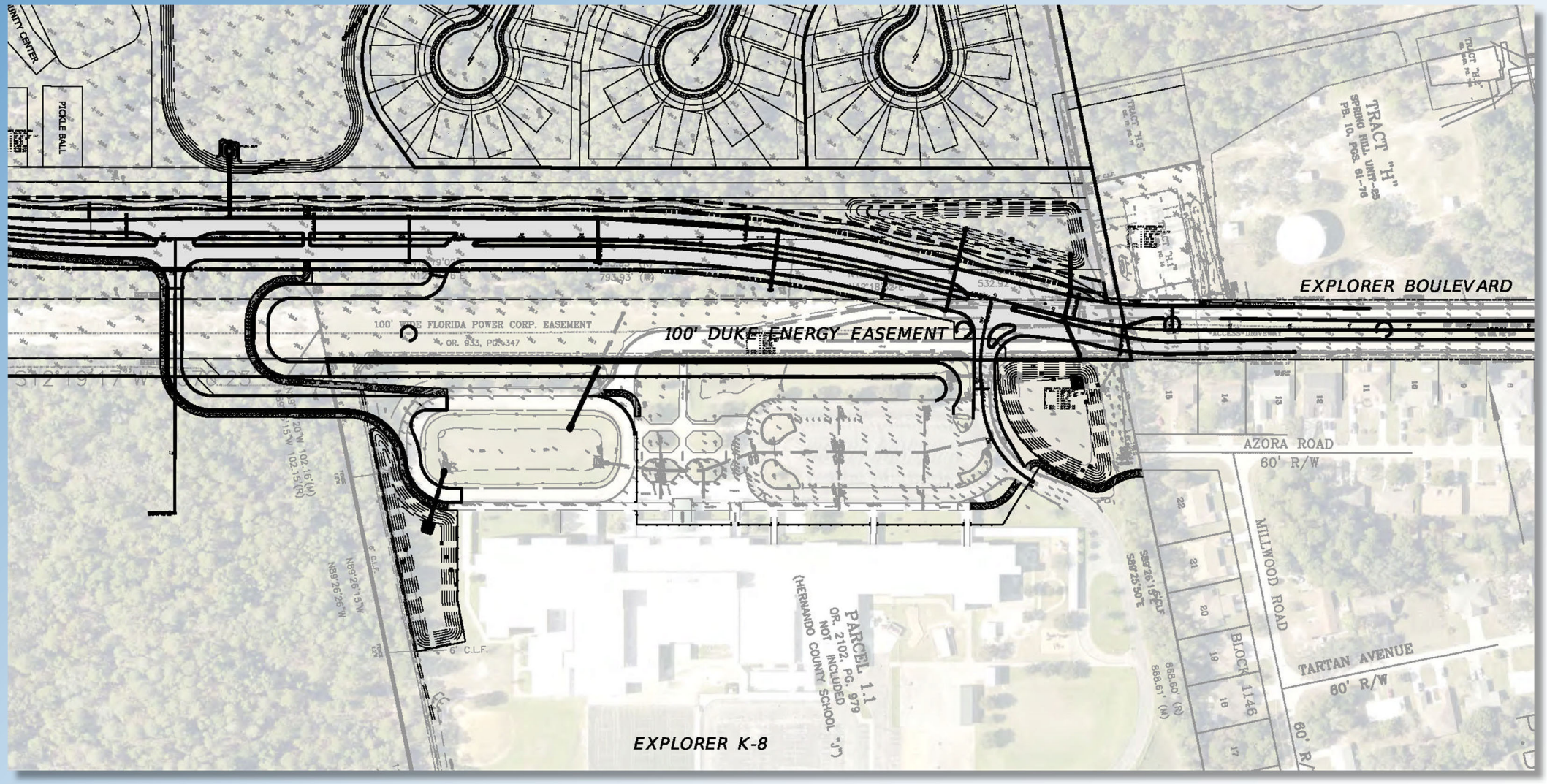


Current Access via Explorer Blvd. (Shaded area indicates Developer's property.)

HERNANDO SCHOOL DISTRICT

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3. Current & Proposed School Access

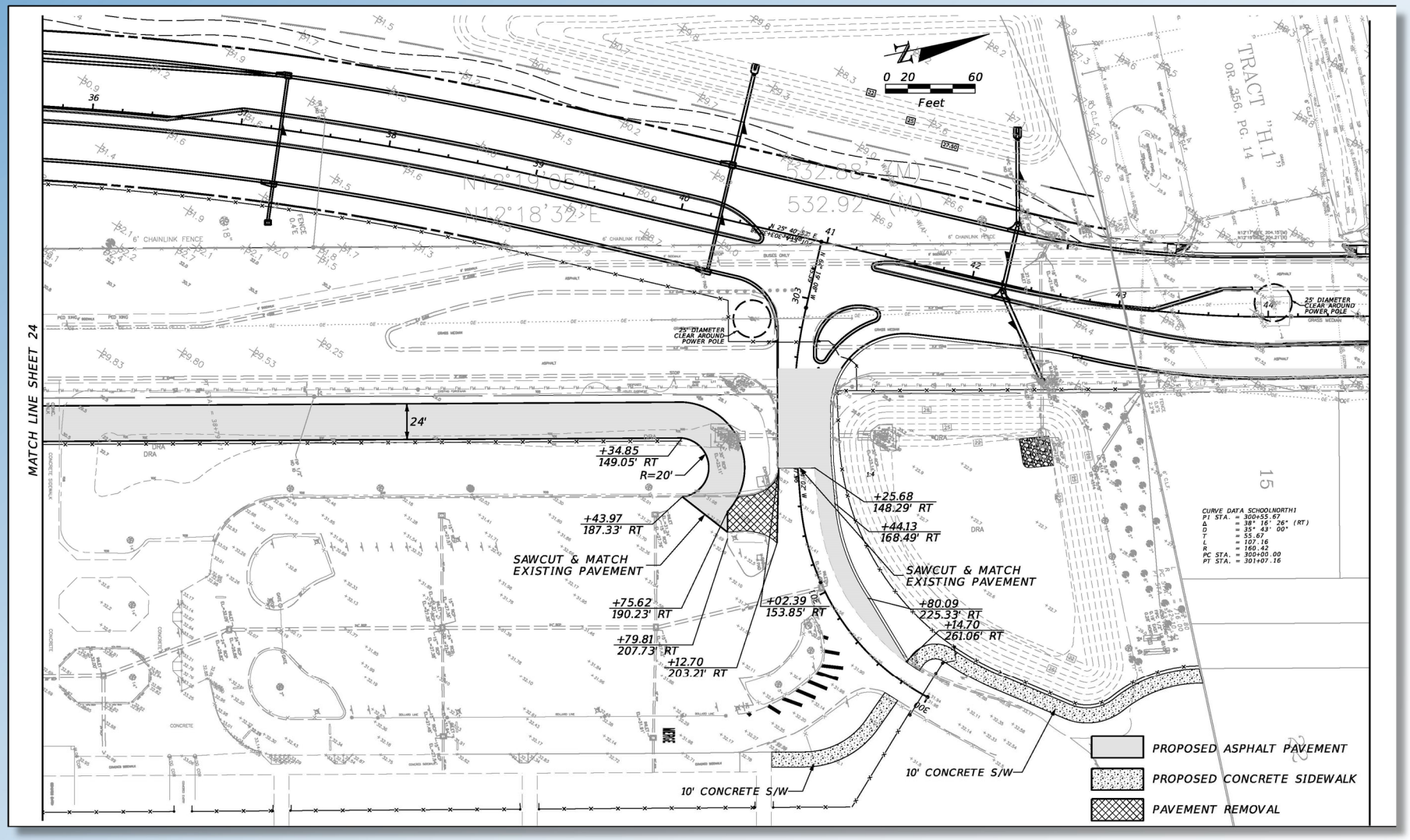


Proposed Overall Access Plan

HERNANDO SCHOOL DISTRICT

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3. Current & Proposed School Access

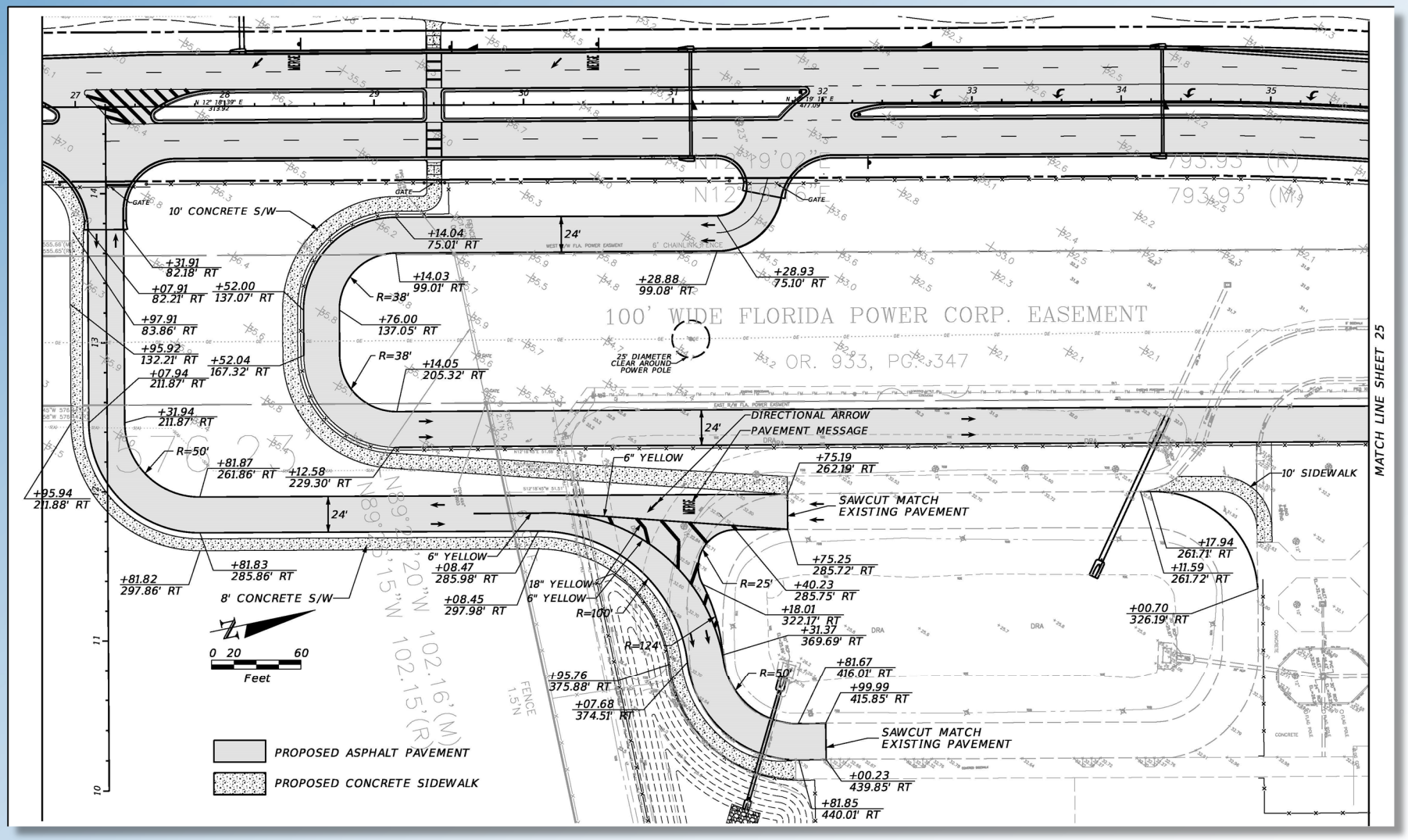


Proposed School Plan (Main Entrance)

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3. Current & Proposed School Access



Proposed School Plan (Bus & Queuing Line Entrance)

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4. Overview of Legal Agreements

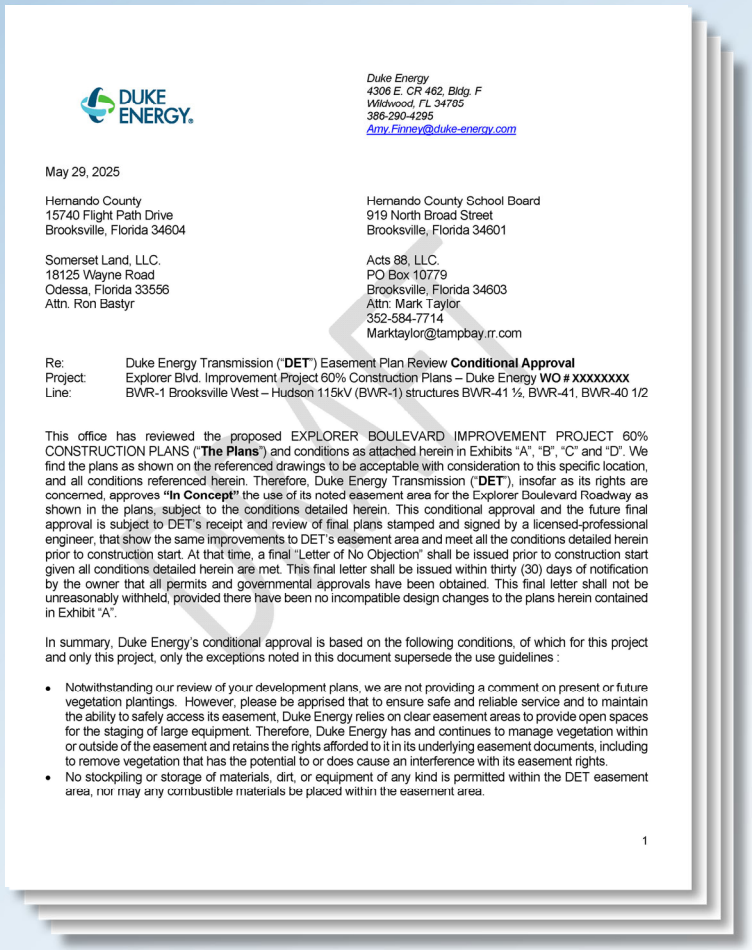
1. Duke's Letter of No Objection (LONO)
2. HCSB's Transfer & Dedication of Explorer Blvd. (To BOCC)
3. Duke's Termination/Release of Prior Encroachment Agreement
4. Somerset + Acts 88 Termination of Prior Access Agreement
5. Somerset's & Acts 88's Transfer of Land for EK-8 (To HCSB)
   a) Drainage Easement
6. HCSB's Temporary Construction Easement Agreement

4. Overview of Legal Agreements

1. Duke's Letter of No Objection (LONO)

a) CONDITIONAL LONO

b) FINAL LONO



DUKE ENERGY.

Duke Energy
4306 E. CR 462, Bldg. F
Wildwood, FL 34785
386-290-4295
Amy.Finney@duke-energy.com

May 29, 2025

Hernando County
15740 Flight Path Drive
Brooksville, Florida 34604

Hernando County School Board
919 North Broad Street
Brooksville, Florida 34601

Somerset Land, LLC.
18125 Wayne Road
Odessa, Florida 33556
Attn. Ron Bastyr

Acts 88, LLC.
PO Box 10779
Brooksville, Florida 34603
Attn: Mark Taylor
352-584-7714
Marktaylor@tampbay.rr.com

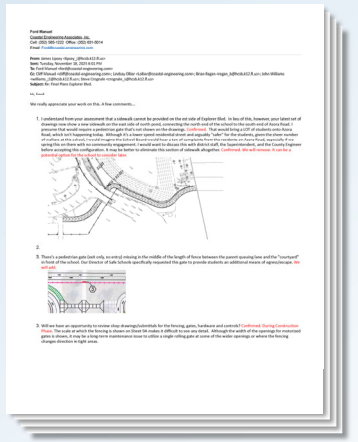
Re: Duke Energy Transmission ("**DET**") Easement Plan Review **Conditional Approval**
Project: Explorer Blvd. Improvement Project 60% Construction Plans – Duke Energy **WO # XXXXXXXX**
Line: BWR-1 Brooksville West – Hudson 115kV (BWR-1) structures BWR-41 ½, BWR-41, BWR-40 1/2

This office has reviewed the proposed EXPLORER BOULEVARD IMPROVEMENT PROJECT 60% CONSTRUCTION PLANS ("**The Plans**") and conditions as attached herein in Exhibits "A", "B", "C" and "D". We find the plans as shown on the referenced drawings to be acceptable with consideration to this specific location, and all conditions referenced herein. Therefore, Duke Energy Transmission ("**DET**"), insofar as its rights are concerned, approves **"In Concept"** the use of its noted easement area for the Explorer Boulevard Roadway as shown in the plans, subject to the conditions detailed herein. This conditional approval and the future final approval is subject to DET's receipt and review of final plans stamped and signed by a licensed-professional engineer, that show the same improvements to DET's easement area and meet all the conditions detailed herein prior to construction start. At that time, a final "Letter of No Objection" shall be issued prior to construction start given all conditions detailed herein are met. This final letter shall be issued within thirty (30) days of notification by the owner that all permits and governmental approvals have been obtained. This final letter shall not be unreasonably withheld, provided there have been no incompatible design changes to the plans herein contained in Exhibit "A".

In summary, Duke Energy's conditional approval is based on the following conditions, of which for this project and only this project, only the exceptions noted in this document supersede the use guidelines :

- Notwithstanding our review of your development plans, we are not providing a comment on present or future vegetation plantings. However, please be apprised that to ensure safe and reliable service and to maintain the ability to safely access its easement, Duke Energy relies on clear easement areas to provide open spaces for the staging of large equipment. Therefore, Duke Energy has and continues to manage vegetation within or outside of the easement and retains the rights afforded to it in its underlying easement documents, including to remove vegetation that has the potential to or does cause an interference with its easement rights.
- No stockpiling or storage of materials, dirt, or equipment of any kind is permitted within the DET easement area, nor may any combustible materials be placed within the easement area.

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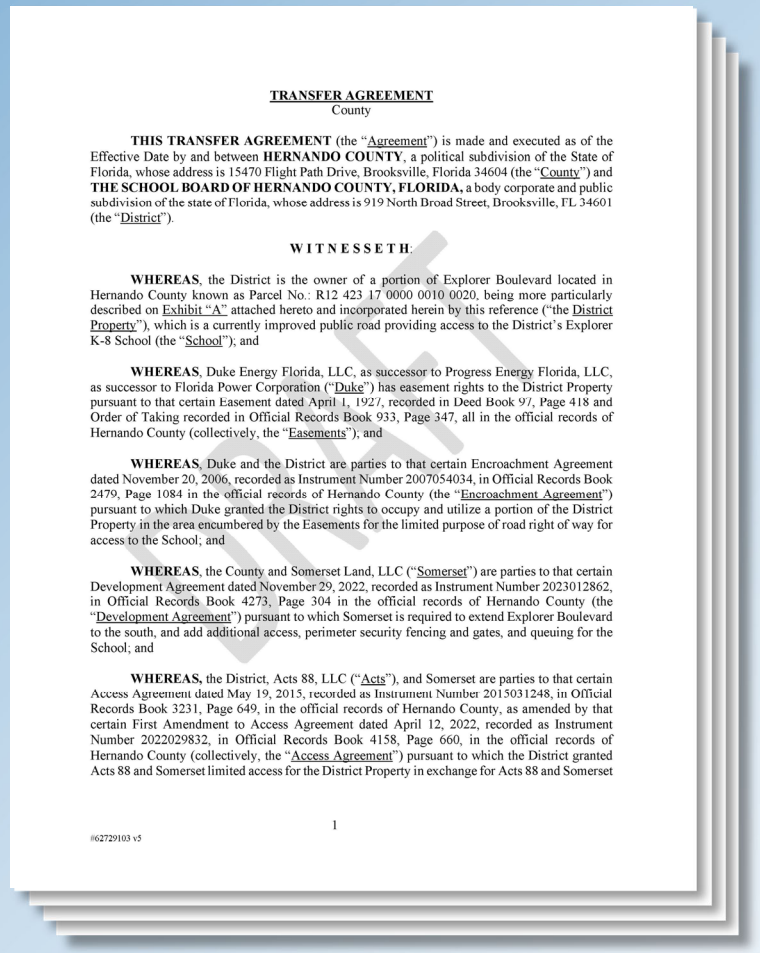


HERNANDO SCHOOL DISTRICT

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4. Overview of Legal Agreements

2. HCSB's Transfer & Dedication of Explorer Blvd. (To BOCC)



TRANSFER AGREEMENT
County

THIS TRANSFER AGREEMENT (the "Agreement") is made and executed as of the Effective Date by and between **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "County") and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA,** a body corporate and public subdivision of the state of Florida, whose address is 919 North Broad Street, Brooksville, FL 34601 (the "District").

WITNESSETH:

WHEREAS, the District is the owner of a portion of Explorer Boulevard located in Hernando County known as Parcel No.: R12 423 17 0000 0010 0020, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("the District Property"), which is a currently improved public road providing access to the District's Explorer K-8 School (the "School"); and

WHEREAS, Duke Energy Florida, LLC, as successor to Progress Energy Florida, LLC, as successor to Florida Power Corporation ("Duke") has easement rights to the District Property pursuant to that certain Easement dated April 1, 1927, recorded in Deed Book 97, Page 418 and Order of Taking recorded in Official Records Book 933, Page 347, all in the official records of Hernando County (collectively, the "Easements"); and

WHEREAS, Duke and the District are parties to that certain Encroachment Agreement dated November 20, 2006, recorded as Instrument Number 2007054034, in Official Records Book 2479, Page 1084 in the official records of Hernando County (the "Encroachment Agreement") pursuant to which Duke granted the District rights to occupy and utilize a portion of the District Property in the area encumbered by the Easements for the limited purpose of road right of way for access to the School; and

WHEREAS, the County and Somerset Land, LLC ("Somerset") are parties to that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (the "Development Agreement") pursuant to which Somerset is required to extend Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, and queuing for the School; and

WHEREAS, the District, Acts 88, LLC ("Acts"), and Somerset are parties to that certain Access Agreement dated May 19, 2015, recorded as Instrument Number 2015031248, in Official Records Book 3231, Page 649, in the official records of Hernando County, as amended by that certain First Amendment to Access Agreement dated April 12, 2022, recorded as Instrument Number 2022029832, in Official Records Book 4158, Page 660, in the official records of Hernando County (collectively, the "Access Agreement") pursuant to which the District granted Acts 88 and Somerset limited access for the District Property in exchange for Acts 88 and Somerset

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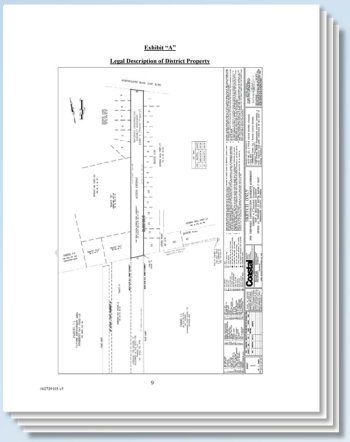


Exhibit "A"
Legal Description of District Property

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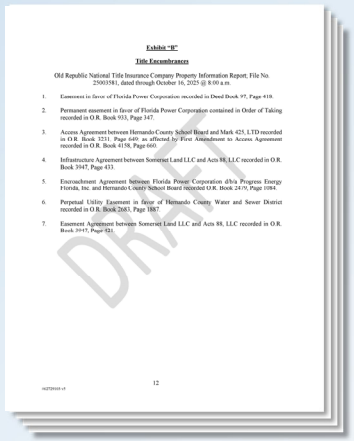


Exhibit "B"
Title Encumbrances

Old Republic National Title Insurance Company Property Information Report, File No. 2500158I, dated through October 16, 2025 @ 8:00 a.m.

1. Easement in favor of Florida Power Corporation recorded in Deed Book 97, Page 418.
2. Permanent easement in favor of Florida Power Corporation contained in Order of Taking recorded in O.R. Book 933, Page 347.
3. Access Agreement between Hernando County School Board and Mark 425, LTD recorded in O.R. Book 3231, Page 649 as affected by First Amendment to Access Agreement recorded in O.R. Book 4158, Page 660.
4. Infrastructure Agreement between Somerset Land LLC and Acts 88, LLC recorded in O.R. Book 3947, Page 433.
5. Encroachment Agreement between Florida Power Corporation d/b/a Progress Energy Florida, Inc. and Hernando County School Board recorded O.R. Book 2479, Page 1084.
6. Perpetual Utility Easement in favor of Hernando County Water and Sewer District recorded in O.R. Book 2681, Page 1867.
7. Easement Agreement between Somerset Land LLC and Acts 88, LLC recorded in O.R. Book 3947, Page 421.

12

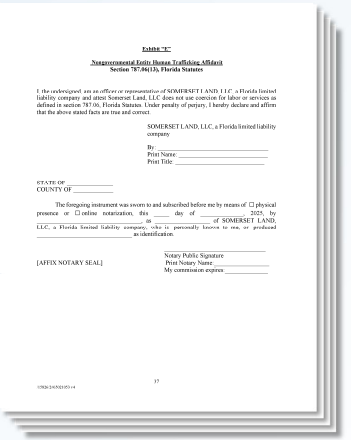


Exhibit "E"
Nongovernmental Entity Human Trafficking Affidavit
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of SOMERSET LAND 1 LLC, a Florida limited liability company and attest Somerset Land, LLC does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

SOMERSET LAND, LLC, a Florida limited liability company

By: _____
Print Name: _____
Print Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ as _____ of SOMERSET LAND, LLC, a Florida limited liability company, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name: _____
My commission expires _____

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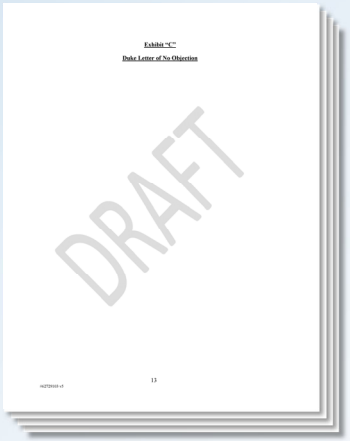
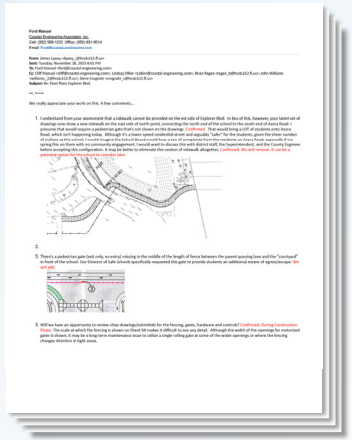


Exhibit "C"
Duke Letter of No Objection

13



Ford Manuel
Coastal Engineering Associates, Inc.
Phone: 352-314-3050 Fax: 352-376-8054
Email: FMANUEL@coastal-engineering.com

From: James Lyons <lyons_j@hcsb.k12.fl.us>
Sent: Tuesday, November 18, 2025 4:03 PM
To: Ford Manuel <fmanuel@coastal-engineering.com>
Cc: Cliff Manuel <cliff@coastal-engineering.com>; Lindsay Diller <ldiller@coastal-engineering.com>; Brian Riggio <riggio_b@hcsb.k12.fl.us>; John Williams <williams_j@hcsb.k12.fl.us>; Steve Dugosh <dugosh_s@hcsb.k12.fl.us>
Subject: Re: Final Plans Explorer Blvd.

Hi, Ford

We really appreciate your work on this. A few comments...

1. I understand from your assessment that a sidewalk cannot be provided on the ext side of Explorer Blvd. In lieu of this, however, your latest set of drawings now show a new sidewalk on the east side of north pond, connecting the north end of the school to the south end of Azina Road. I presume that would require a pedestrian gate that's not shown on the drawings. Confirmed. That would bring a LOT of students onto Azina Road, which isn't happening today. Although it's a lower speed residential street and arguably "safer" for the students, given the sheer number of students that would be walking on Azina Road, I'm not comfortable with that. Additionally, I'm not comfortable with the new sidewalk on the spring this on-there with no community engagement. I would want to discuss this with district staff, the Superintendent, and the County Engineer before accepting this configuration. It may be better to eliminate this section of sidewalk altogether. Confirmed. We will remove. It can be a potential option in the future if needed later.

2. There's a pedestrian gate (exit only, no entry) missing in the middle of the length of fence between the parent queuing lane and the "courtyard" in front of the school. Our Director of Safe Schools specifically requested this gate to provide students an additional means of egress/escape. We will add.

3. Will we have an opportunity to review shop drawings/submittals for the fencing, gates, hardware and controls? Confirmed. During Construction Phase. The scale at which the fencing is shown on Sheet 06 makes it difficult to see any detail. Although the width of the openings for motorized gates is shown, it's not clear if there's long term maintenance lease to utilize a single rolling gate at some of the wider openings or where the fencing changes direction in tight areas.

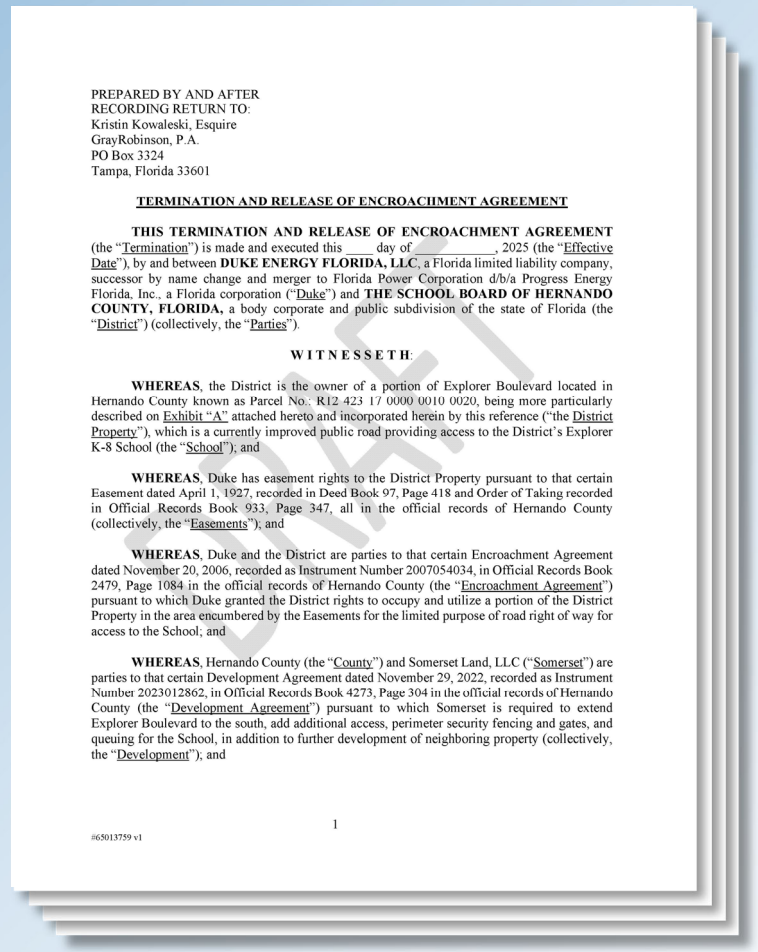
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HERNANDO SCHOOL DISTRICT
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4. Overview of Legal Agreements

3. Duke's Termination/Release of Prior Encroachment Agreement



PREPARED BY AND AFTER
RECORDING RETURN TO:
Kristin Kowaleski, Esquire
GrayRobinson, P.A.
PO Box 3324
Tampa, Florida 33601

TERMINATION AND RELEASE OF ENCROACHMENT AGREEMENT

THIS TERMINATION AND RELEASE OF ENCROACHMENT AGREEMENT (the "Termination") is made and executed this ____ day of _____, 2025 (the "Effective Date"), by and between **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, successor by name change and merger to Florida Power Corporation d/b/a Progress Energy Florida, Inc., a Florida corporation ("Duke") and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA,** a body corporate and public subdivision of the state of Florida (the "District") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the District is the owner of a portion of Explorer Boulevard located in Hernando County known as Parcel No.: R12 423 17 0000 0010 0020, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("the District Property"), which is a currently improved public road providing access to the District's Explorer K-8 School (the "School"); and

WHEREAS, Duke has easement rights to the District Property pursuant to that certain Easement dated April 1, 1927, recorded in Deed Book 97, Page 418 and Order of Taking recorded in Official Records Book 933, Page 347, all in the official records of Hernando County (collectively, the "Easements"); and

WHEREAS, Duke and the District are parties to that certain Encroachment Agreement dated November 20, 2006, recorded as Instrument Number 2007054034, in Official Records Book 2479, Page 1084 in the official records of Hernando County (the "Encroachment Agreement") pursuant to which Duke granted the District rights to occupy and utilize a portion of the District Property in the area encumbered by the Easements for the limited purpose of road right of way for access to the School; and

WHEREAS, Hernando County (the "County") and Somerset Land, LLC ("Somerset") are parties to that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (the "Development Agreement") pursuant to which Somerset is required to extend Explorer Boulevard to the south, add additional access, perimeter security fencing and gates, and queuing for the School, in addition to further development of neighboring property (collectively, the "Development"); and

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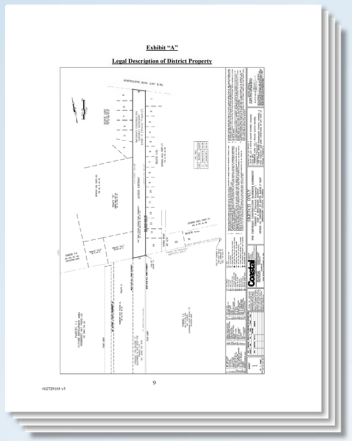
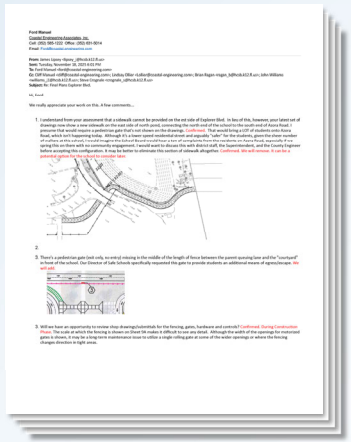


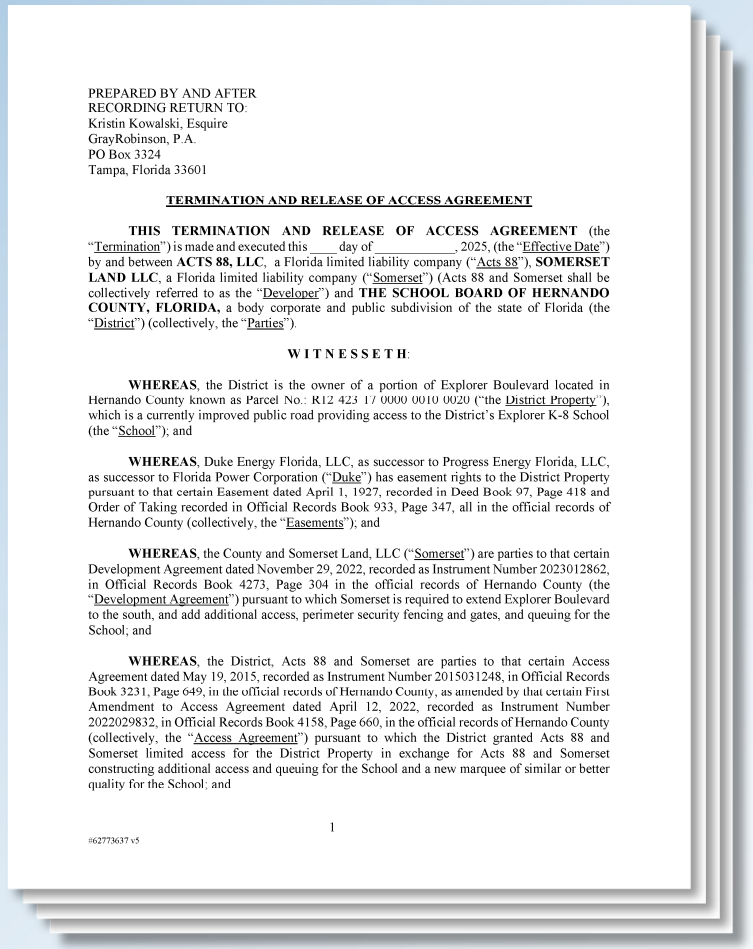
Exhibit "A"
Legal Description of District Property



HERNANDO SCHOOL DISTRICT
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4. Overview of Legal Agreements

4. Somerset + Acts 88 Termination of Prior Access Agreement (To HCSB)



PREPARED BY AND AFTER
RECORDING RETURN TO:
Kristin Kowalski, Esquire
GrayRobinson, P.A.
PO Box 3324
Tampa, Florida 33601

TERMINATION AND RELEASE OF ACCESS AGREEMENT

THIS TERMINATION AND RELEASE OF ACCESS AGREEMENT (the "Termination") is made and executed this ____ day of _____, 2025, (the "Effective Date") by and between **ACTS 88, LLC**, a Florida limited liability company ("Acts 88"), **SOMERSET LAND LLC**, a Florida limited liability company ("Somerset") (Acts 88 and Somerset shall be collectively referred to as the "Developer") and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA,** a body corporate and public subdivision of the state of Florida (the "District") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the District is the owner of a portion of Explorer Boulevard located in Hernando County known as Parcel No.: R12 423 17 0000 0010 0020 ("the District Property"), which is a currently improved public road providing access to the District's Explorer K-8 School (the "School"); and

WHEREAS, Duke Energy Florida, LLC, as successor to Progress Energy Florida, LLC, as successor to Florida Power Corporation ("Duke") has easement rights to the District Property pursuant to that certain Easement dated April 1, 1927, recorded in Deed Book 97, Page 418 and Order of Taking recorded in Official Records Book 933, Page 347, all in the official records of Hernando County (collectively, the "Easements"); and

WHEREAS, the County and Somerset Land, LLC ("Somerset") are parties to that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (the "Development Agreement") pursuant to which Somerset is required to extend Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, and queuing for the School; and

WHEREAS, the District, Acts 88 and Somerset are parties to that certain Access Agreement dated May 19, 2015, recorded as Instrument Number 2015031248, in Official Records Book 3231, Page 649, in the official records of Hernando County, as amended by that certain First Amendment to Access Agreement dated April 12, 2022, recorded as Instrument Number 2022029832, in Official Records Book 4158, Page 660, in the official records of Hernando County (collectively, the "Access Agreement") pursuant to which the District granted Acts 88 and Somerset limited access for the District Property in exchange for Acts 88 and Somerset constructing additional access and queuing for the School and a new marquee of similar or better quality for the School; and

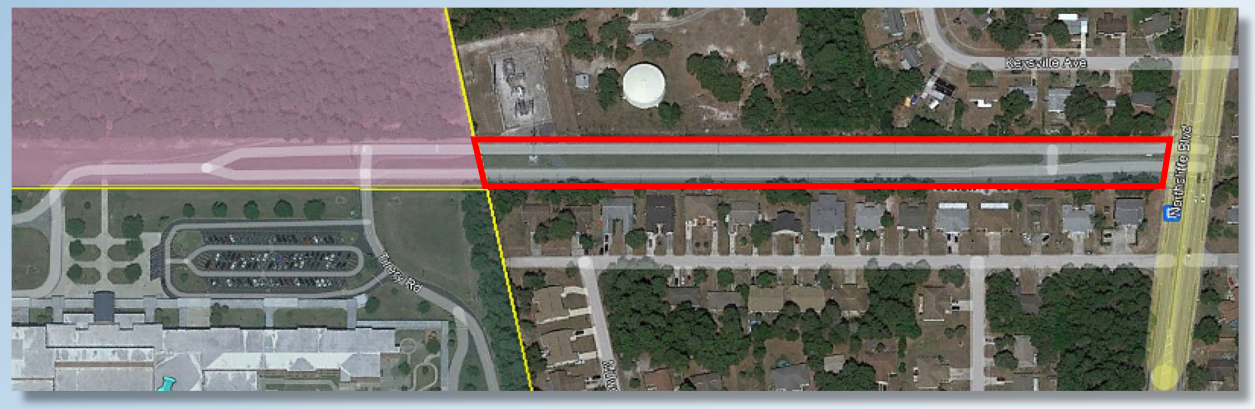
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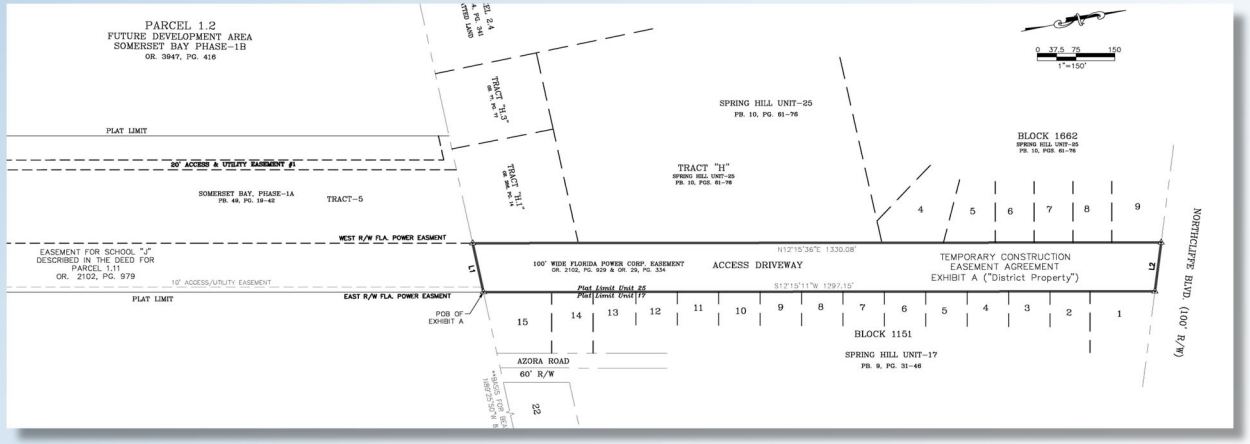
#62773637 v5

HERNANDO SCHOOL DISTRICT
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4. Overview of Legal Agreements

2. HCSB's Transfer & Dedication of Explorer Blvd. (To BOCC)
3. Duke's Termination/Release of Prior Encroachment Agreement (To HCSB)
4. Somerset + Acts 88 Termination/Release of Prior Access Agreement (To HCSB)

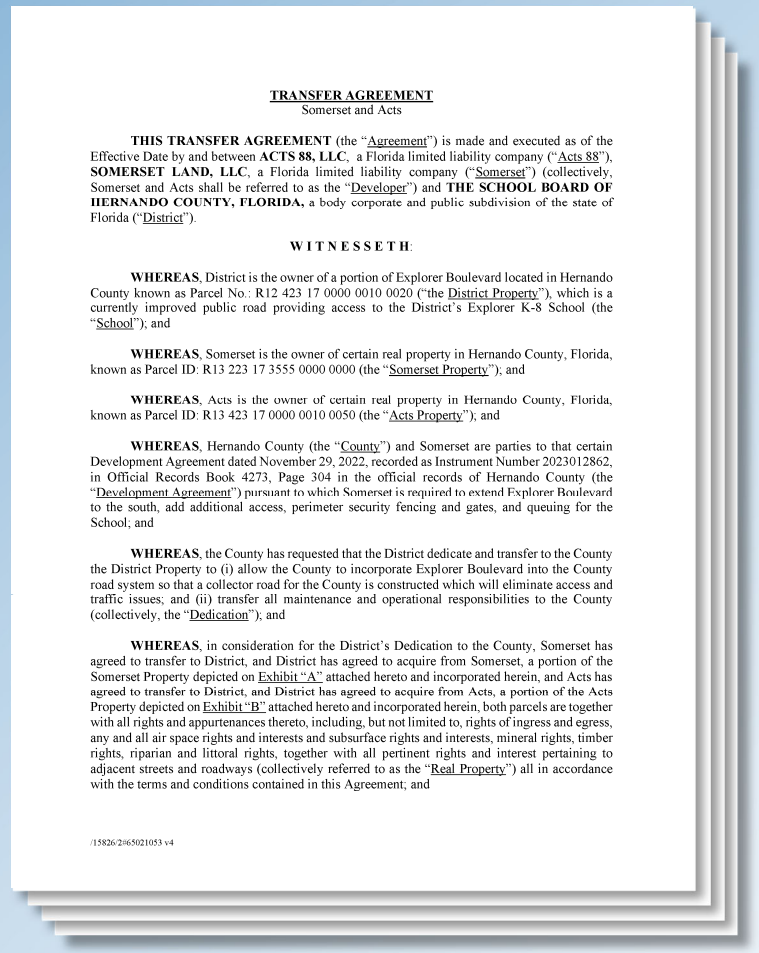




HERNANDO SCHOOL DISTRICT
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4. Overview of Legal Agreements

5. Somerset's & Acts 88's Transfer of Land for EK-8 (To HCSB)



TRANSFER AGREEMENT
Somerset and Acts

THIS TRANSFER AGREEMENT (the "Agreement") is made and executed as of the Effective Date by and between **ACTS 88, LLC**, a Florida limited liability company ("Acts 88"), **SOMERSET LAND, LLC**, a Florida limited liability company ("Somerset") (collectively, Somerset and Acts shall be referred to as the "Developer") and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA,** a body corporate and public subdivision of the state of Florida ("District").

W I T N E S S E T H:

WHEREAS, District is the owner of a portion of Explorer Boulevard located in Hernando County known as Parcel No.: R12 423 17 0000 0010 0020 ("the District Property"), which is a currently improved public road providing access to the District's Explorer K-8 School (the "School"); and

WHEREAS, Somerset is the owner of certain real property in Hernando County, Florida, known as Parcel ID: R13 223 17 3555 0000 0000 (the "Somerset Property"); and

WHEREAS, Acts is the owner of certain real property in Hernando County, Florida, known as Parcel ID: R13 423 17 0000 0010 0050 (the "Acts Property"); and

WHEREAS, Hernando County (the "County") and Somerset are parties to that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (the "Development Agreement") pursuant to which Somerset is required to extend Explorer Boulevard to the south, add additional access, perimeter security fencing and gates, and queuing for the School; and

WHEREAS, the County has requested that the District dedicate and transfer to the County the District Property to (i) allow the County to incorporate Explorer Boulevard into the County road system so that a collector road for the County is constructed which will eliminate access and traffic issues; and (ii) transfer all maintenance and operational responsibilities to the County (collectively, the "Dedication"); and

WHEREAS, in consideration for the District's Dedication to the County, Somerset has agreed to transfer to District, and District has agreed to acquire from Somerset, a portion of the Somerset Property depicted on Exhibit "A" attached hereto and incorporated herein, and Acts has agreed to transfer to District, and District has agreed to acquire from Acts, a portion of the Acts Property depicted on Exhibit "B" attached hereto and incorporated herein, both parcels are together with all rights and appurtenances thereto, including, but not limited to, rights of ingress and egress, any and all air space rights and interests and subsurface rights and interests, mineral rights, timber rights, riparian and littoral rights, together with all pertinent rights and interest pertaining to adjacent streets and roadways (collectively referred to as the "Real Property") all in accordance with the terms and conditions contained in this Agreement; and

/15826/2/#65021053 v4

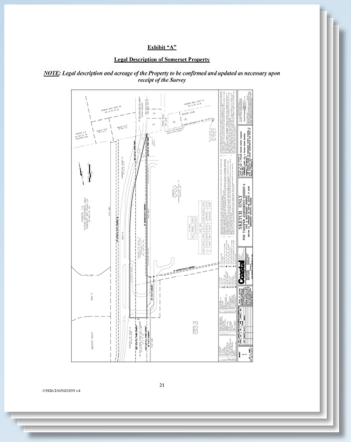


Exhibit "A"
Legal Description of Somerset Property
NOTE: Legal description and acreage of the Property to be confirmed and updated as necessary upon receipt of the Survey

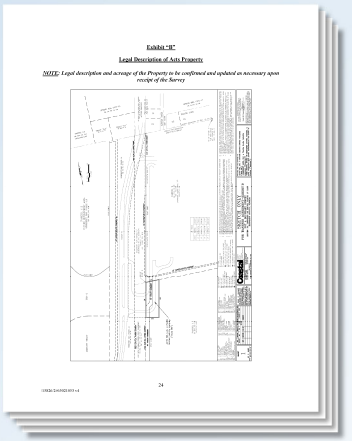


Exhibit "B"
Legal Description of Acts Property
NOTE: Legal description and acreage of the Property to be confirmed and updated as necessary upon receipt of the Survey

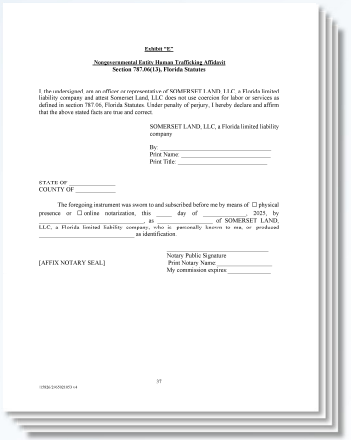


Exhibit "E"
Nongovernmental Entity Human Trafficking Affidavit
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of SOMERSET LAND, LLC, a Florida limited liability company and attest Somerset Land, LLC does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

SOMERSET LAND, LLC, a Florida limited liability company

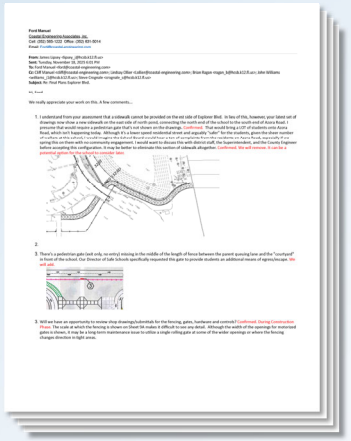
By: _____
Print Name: _____
Print Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ as _____ of SOMERSET LAND, LLC, a Florida limited liability company, who is personally known to me or produced _____ as identification

_____
Notary Public Signature
Print Notary Name _____
My commission expires _____

[AFFIX NOTARY SEAL]



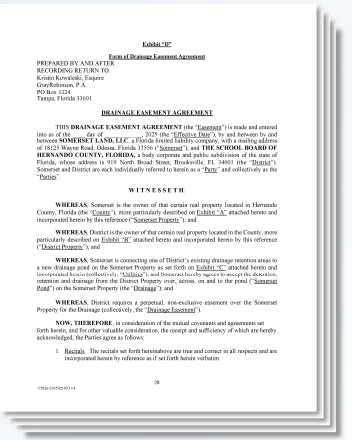


Exhibit "D"
Form of Drainage Easement Agreement

PREPARED BY AND AFTER
RECORDING RETURN TO:
Kristin Kowalski, Esquire
GrayRobinson, P.A.
PO Box 3324
Tampa, Florida 33601

DRAINAGE EASEMENT AGREEMENT

THIS **DRAINAGE EASEMENT AGREEMENT** (the "Easement") is made and entered into as of the _____ day of _____, 2025 (the "Effective Date"), by and between by and between **SOMERSET LAND**, LLC, a Florida limited liability company, with a mailing address of 10125 Wayne Road, Odessa, Florida 33556 ("Somerset"), and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA,** a body corporate and public subdivision of the state of Florida, whose address is 919 North Broad Street, Brooksville, FL 34601 (the "District"; Somerset and District are each individually referred to herein as a "Party" and collectively as the "Parties".

W I T N E S S E T H

WHEREAS, Somerset is the owner of that certain real property located in Hernando County, Florida (the "County"), more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference ("Somerset Property"); and

WHEREAS, District is the owner of that certain real property located in the County, more particularly described on Exhibit "B", attached hereto and incorporated herein by this reference ("District Property"); and

WHEREAS, Somerset is connecting one of District's existing drainage retention areas to a new drainage pond on the Somerset Property as set forth on Exhibit "C", attached hereto and incorporated herein (collectively, "Utilities"), and Somerset hereby agrees to accept the detention, retention and drainage from the District Property over, across, on and to the pond ("Somerset Pond") on the Somerset Property (the "Drainage"); and

WHEREAS, District requires a perpetual, non-exclusive easement over the Somerset Property for the Drainage (collectively, the "Drainage Easement").

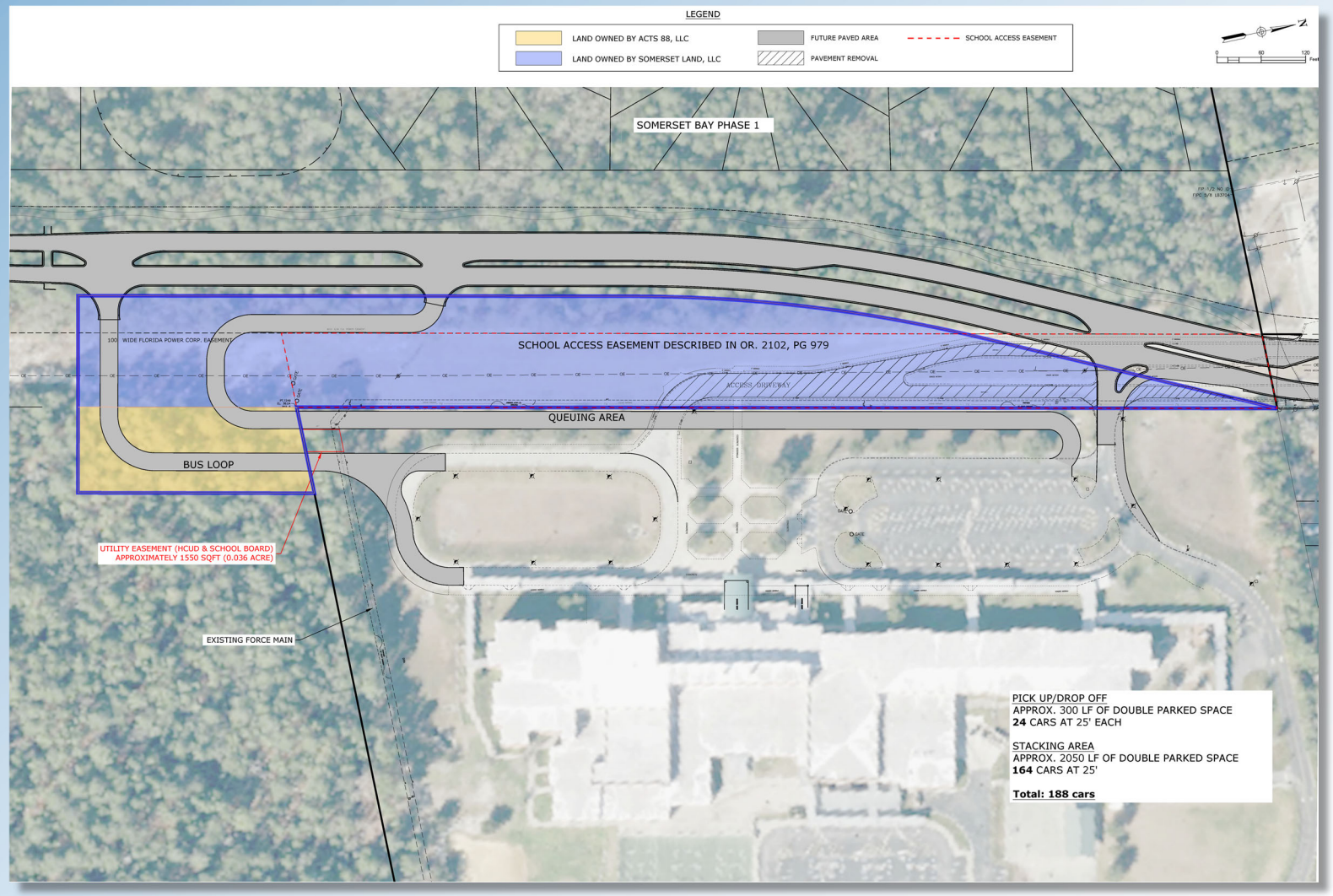
NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

HERNANDO SCHOOL DISTRICT
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4. Overview of Legal Agreements

5. Somerset's & Acts 88's Transfer of Land for EK-8 (To HCSB)

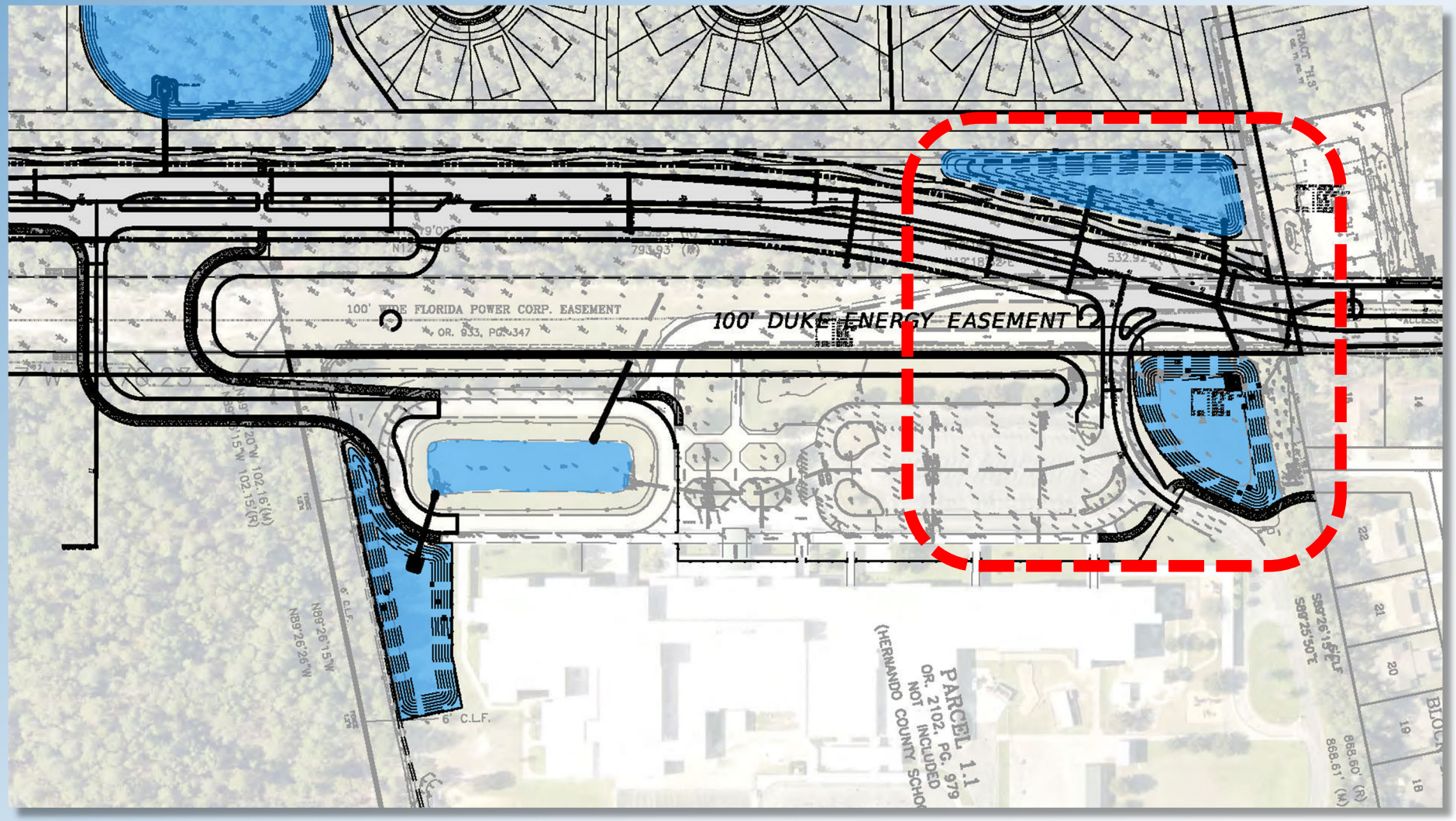


HERNANDO SCHOOL DISTRICT

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4. Overview of Legal Agreements

5. Somerset's & Acts 88's Transfer Agreement (Exhibit "D" - Drainage Easement)

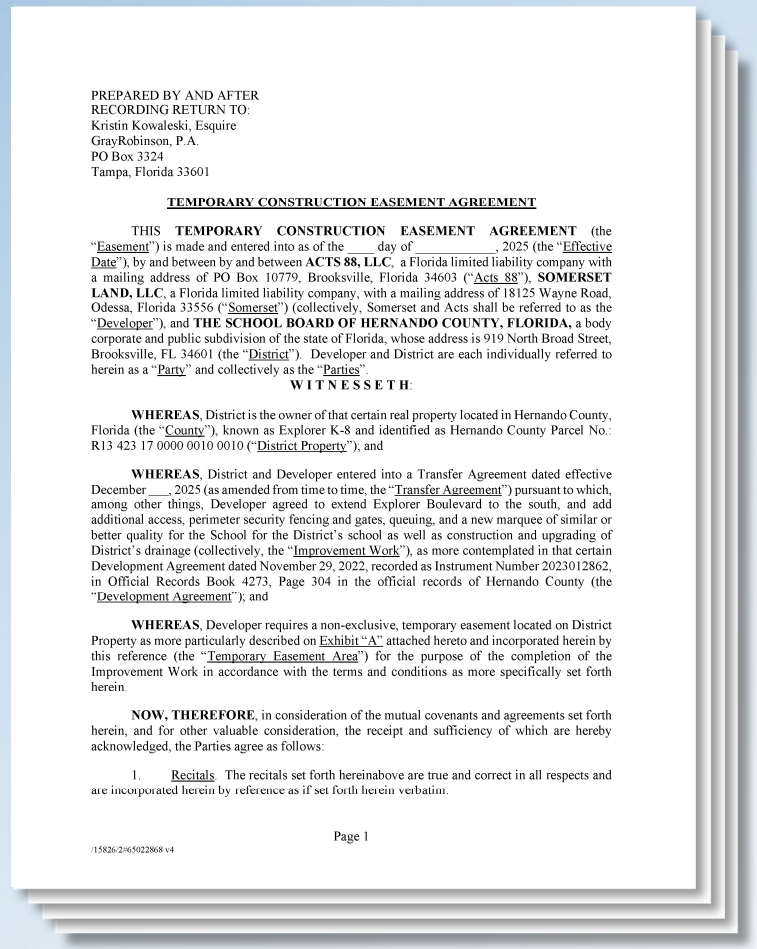


HERNANDO SCHOOL DISTRICT

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4. Overview of Legal Agreements

6. HCSB's Temporary Construction Easement Agreement (To Somerset)



PREPARED BY AND AFTER
RECORDING RETURN TO:
Kristin Kowaleski, Esquire
GrayRobinson, P.A.
PO Box 3324
Tampa, Florida 33601

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (the "Easement") is made and entered into as of the ____ day of _____, 2025 (the "Effective Date"), by and between by and between **ACTS 88, LLC**, a Florida limited liability company with a mailing address of PO Box 10779, Brooksville, Florida 34603 ("Acts 88"), **SOMERSET LAND, LLC**, a Florida limited liability company, with a mailing address of 18125 Wayne Road, Odessa, Florida 33556 ("Somerset") (collectively, Somerset and Acts shall be referred to as the "Developer"), and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA,** a body corporate and public subdivision of the state of Florida, whose address is 919 North Broad Street, Brooksville, FL 34601 (the "District"). Developer and District are each individually referred to herein as a "Party" and collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, District is the owner of that certain real property located in Hernando County, Florida (the "County"), known as Explorer K-8 and identified as Hernando County Parcel No.: R13 423 17 0000 0010 0010 ("District Property"); and

WHEREAS, District and Developer entered into a Transfer Agreement dated effective December ___, 2025 (as amended from time to time, the "Transfer Agreement") pursuant to which, among other things, Developer agreed to extend Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, queuing, and a new marquee of similar or better quality for the School for the District's school as well as construction and upgrading of District's drainage (collectively, the "Improvement Work"), as more contemplated in that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (the "Development Agreement"); and

WHEREAS, Developer requires a non-exclusive, temporary easement located on District Property as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Temporary Easement Area") for the purpose of the completion of the Improvement Work in accordance with the terms and conditions as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

Page 1

/15826/2/#65022868 v4

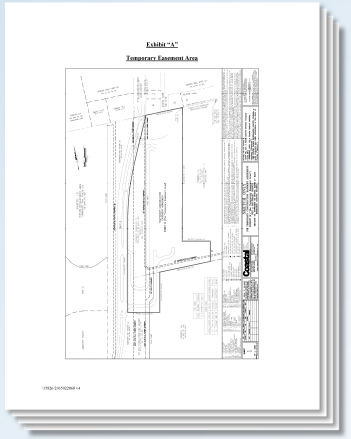


Exhibit "A"
Temporary Easement Area

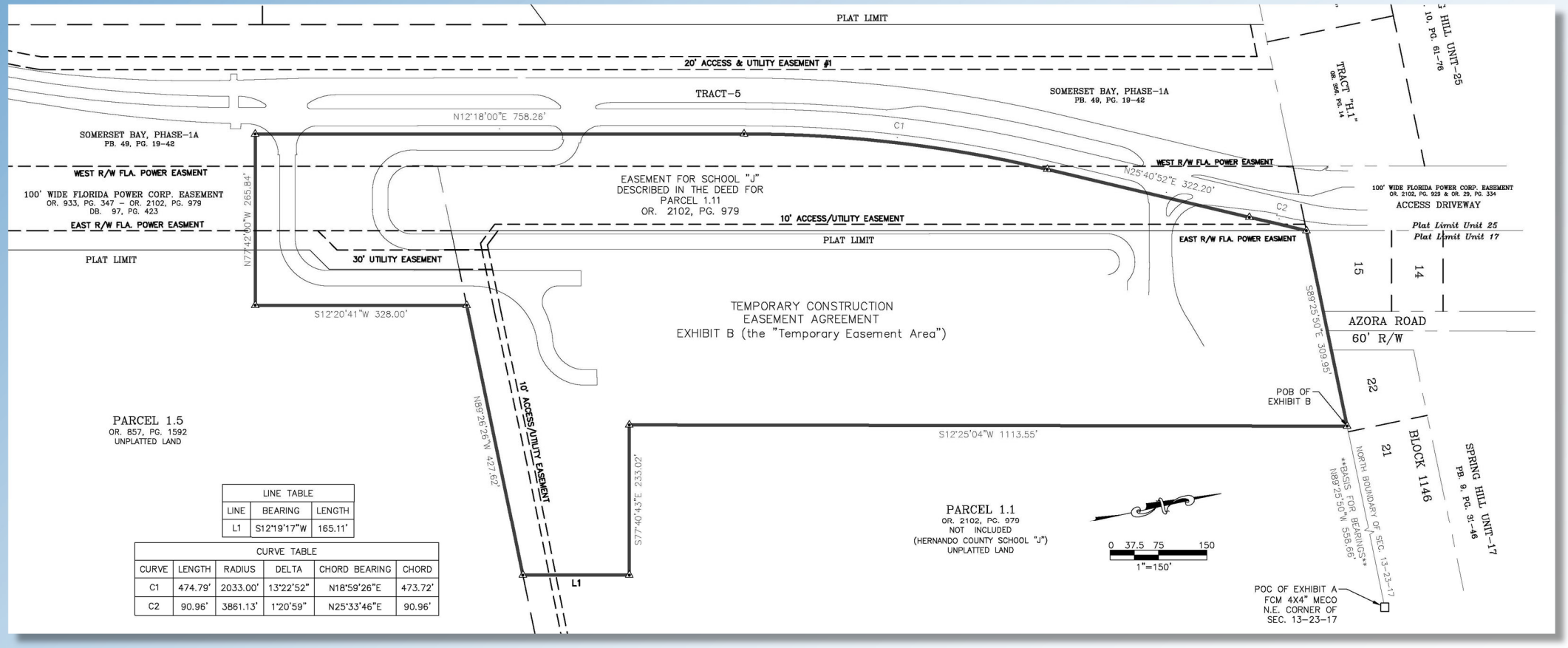
Somerset

/15826/2/#65022868 v4

HERNANDO SCHOOL DISTRICT
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4. Overview of Legal Agreements

6. HCSB's Temporary Construction Easement Agreement (To Somerset)



LINE TABLE		
LINE	BEARING	LENGTH
L1	S12°19'17"W	165.11'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	474.79'	2033.00'	13°22'52"	N18°59'26"E	473.72'
C2	90.96'	3861.13'	1°20'59"	N25°33'46"E	90.96'

HERNANDO SCHOOL DISTRICT

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HERNANDO
SCHOOL DISTRICT

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Duke Energy
4306 E. CR 462, Bldg. F
Wildwood, FL 34785
386-290-4295
Amy.Finney@duke-energy.com

May 29, 2025

Hernando County
15740 Flight Path Drive
Brooksville, Florida 34604

Hernando County School Board
919 North Broad Street
Brooksville, Florida 34601

Somerset Land, LLC.
18125 Wayne Road
Odessa, Florida 33556
Attn. Ron Bastyr

Acts 88, LLC.
PO Box 10779
Brooksville, Florida 34603
Attn: Mark Taylor
352-584-7714
Marktaylor@tampbay.rr.com

Re: Duke Energy Transmission ("**DET**") Easement Plan Review **Conditional Approval**
Project: Explorer Blvd. Improvement Project 60% Construction Plans – Duke Energy **WO # XXXXXXXX**
Line: BWR-1 Brooksville West – Hudson 115kV (BWR-1) structures BWR-41 ½, BWR-41, BWR-40 1/2

This office has reviewed the proposed EXPLORER BOULEVARD IMPROVEMENT PROJECT 60% CONSTRUCTION PLANS ("**The Plans**") and conditions as attached herein in Exhibits "A", "B", "C" and "D". We find the plans as shown on the referenced drawings to be acceptable with consideration to this specific location, and all conditions referenced herein. Therefore, Duke Energy Transmission ("**DET**"), insofar as its rights are concerned, approves **"In Concept"** the use of its noted easement area for the Explorer Boulevard Roadway as shown in the plans, subject to the conditions detailed herein. This conditional approval and the future final approval is subject to DET's receipt and review of final plans stamped and signed by a licensed-professional engineer, that show the same improvements to DET's easement area and meet all the conditions detailed herein prior to construction start. At that time, a final "Letter of No Objection" shall be issued prior to construction start given all conditions detailed herein are met. This final letter shall be issued within thirty (30) days of notification by the owner that all permits and governmental approvals have been obtained. This final letter shall not be unreasonably withheld, provided there have been no incompatible design changes to the plans herein contained in Exhibit "A".

In summary, Duke Energy's conditional approval is based on the following conditions, of which for this project and only this project, only the exceptions noted in this document supersede the use guidelines :

- Notwithstanding our review of your development plans, we are not providing a comment on present or future vegetation plantings. However, please be apprised that to ensure safe and reliable service and to maintain the ability to safely access its easement, Duke Energy relies on clear easement areas to provide open spaces for the staging of large equipment. Therefore, Duke Energy has and continues to manage vegetation within or outside of the easement and retains the rights afforded to it in its underlying easement documents, including to remove vegetation that has the potential to or does cause an interference with its easement rights.
- No stockpiling or storage of materials, dirt, or equipment of any kind is permitted within the DET easement area, nor may any combustible materials be placed within the easement area.

- Except in areas required for construction by the plans herein referenced, contractors operating any and all equipment should be instructed not to operate within 25' of the poles, towers, or other electrical structures including guy anchors. All slopes shall be 4:1 or less.
- No spoil dirt is to be placed within the easement limits unless previously approved by DET.
- Except in areas required for construction by the plans herein referenced, any proposed easements must not cross closer than 25' to DET's electrical structures including, but not limited to poles, towers, and guy anchors.
- All underground facilities, such as, but not limited to, storm water pipes and domestic water line pipes, must be capable of a heavy equipment load bearing weight of 80,000 lbs. DET will not be responsible for damages to these installed facilities. Additionally, Irrigation systems and signs are not permitted in the easement area, with exception of signs required by governmental agencies so long as they do not create incompatible interference or obstruction with DET's use of the transmission easement.
- Except in areas required for construction by the plans herein referenced, all plats, plans, renderings and representations of lots, parcels, designated spaces and/or designated areas having and including area within a DET easement cannot represent, with setbacks or other means, buildable areas(s) within a DET easement.
- Underground Utilities with cathodic protection will require a study of anodic interference on existing DET structures. The developer / owner is responsible for any required remediation as determined by DET. This study shall be provided at no cost to DET for their review and acceptance before a Final Approval shall be issued by DET**.** This study must be submitted to DET prior to the commissioning of the Underground Utilities.
- Any damage to the transmission line or its associated structures, related to this project, and/or claims due to the damage, is the responsibility of the developer/owner.
- This approval by DET is subject to the paramount right of DET at all times to make use of its entire easement area for the construction, maintenance, reconstruction, and operation of electric lines, notwithstanding any and all pre-existing encroachment agreement(s) associated with the development area.
- This letter only addresses issues related to DET's transmission line easement. Additional easements, approvals, or permits from the underlying property owner(s) or other applicable agencies may be required for you to proceed with this project.

DET also offers these additional comments to ensure that other potential conflicts are not created during or after construction: We have not reviewed, and therefore have not conditionally approved, any plans other than Exhibit "A".:

- Any and all incompatible design changes to any drawings that involve the transmission easements must be reviewed by DET.
- In accordance with Exhibit "A", "B", "C", and "D" proper clearances must be maintained at all times. If any transmission line modification by DET is required to maintain proper clearances, the cost will be the responsibility of the owner. Any such line modifications must be approved, scheduled and paid for in accordance with the Utility Relocation Agreement (URA), through DET in advance of the project start date.
- To avoid obstructions and interferences all current and future property owners should adhere to the most current version of the DET Use Guidelines for Encroachments involving Transmission Easements.
- DET heavy equipment access must not be restricted during this project due to grading or other activity.
- Please contact me prior to the start of this project to attend any pre-construction meetings.

In not objecting to the use of the transmission easement for use as shown on the drawings, DET is not relinquishing the right to control and maintain the transmission easement as specified in the recorded agreements. Any damages to the transmission lines or its associated structures, and claims caused by the damage, is the responsibility of the owner. It is the responsibility of the owners to ensure that all work performed in the proximity of the transmission lines complies with all applicable laws and regulations, including but not limited to the National Electric Safety Code ("**NESC**"), the Overhead High-Voltage Line Safety Act ("**OHVLSA**"), and the Occupational Safety and Health Act ("**OSHA**"), and that all persons working near the electric power lines are made aware of the inherent safety hazards associated with these lines.

Please note that this approval is based in part on the accuracy of the information you have supplied on the plans (Exhibit "A"). You are responsible for indicating the correct location of the DET easement and its associated electrical structures along with the correct width of the DET easement limits.

At the time DET issues the final "Letter of No Objection" based upon approvable 100% final plans stamped and signed by a licensed-professional engineer that show the same improvements to DET's easement area as the 60% conditional plans as noted in Exhibit "A" prior to construction start given all conditions detailed herein are met, said final "Letter of No Objection" letter shall hereby supersede and replace the previously approved encroachment agreement governing the predecessor Hernando County School Board "Road Right of Way for Public School Access" which is recorded at Official Records Book 2479 Pages 1084-1130 of the public records Hernando County, Florida (the "Encroachment Agreement"). The proposed Explorer Blvd. right-of-way depicted in the attached Exhibit "A" reflects the updated 2025 successor road design plans which, when final, shall replace the original right of way design plans approved in 2007 under the Encroachment Agreement. The Encroachment Agreement shall then be terminated and all conditions and terms contained therein shall therefore be null and void.

Thank you for your cooperation. If you have any questions, please feel free to contact me at 386-290-4295.

Sincerely,

Amy M. Finney

Amy M. Finney
Manager, Asset Protection - Power Grid Operations Vegetation Management

Cc: Mark A. Ferrill – Duke Energy, Duke Energy Document Center – Cast Pro Database (with enclosures)

Exhibit "A": Referenced Site Plans
Exhibit"B": Duke Energy Use Guidelines for Encroachments involving Transmission Easements ("**UGET**")
Exhibit"C": Duke Energy "Look Up and Live" Brochure.
Exhibit "D": Duke Energy Utility Relocation Agreement (URA).

EXHIBIT "A"

[SITE PLANS ATTACHED HERE]

DRAFT

EXHIBIT “B”

Duke Energy Use Guidelines for Encroachments involving Transmission Easements (“**UGET**”)

DRAFT

EXHIBIT “C”

Duke Energy “Look Up and Live” Brochure

DRAFT

EXHIBIT “D”

Duke Energy Utility Relocation Agreement (URA)

DRAFT

TRANSFER AGREEMENT
County

THIS TRANSFER AGREEMENT (the "Agreement") is made and executed as of the Effective Date by and between **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "County") and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA,** a body corporate and public subdivision of the state of Florida, whose address is 919 North Broad Street, Brooksville, FL 34601 (the "District").

W I T N E S S E T H:

WHEREAS, the District is the owner of a portion of Explorer Boulevard located in Hernando County known as Parcel No.: R12 423 17 0000 0010 0020, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("the District Property"), which is a currently improved public road providing access to the District's Explorer K-8 School (the "School"); and

WHEREAS, Duke Energy Florida, LLC, as successor to Progress Energy Florida, LLC, as successor to Florida Power Corporation ("Duke") has easement rights to the District Property pursuant to that certain Easement dated April 1, 1927, recorded in Deed Book 97, Page 418 and Order of Taking recorded in Official Records Book 933, Page 347, all in the official records of Hernando County (collectively, the "Easements"); and

WHEREAS, Duke and the District are parties to that certain Encroachment Agreement dated November 20, 2006, recorded as Instrument Number 2007054034, in Official Records Book 2479, Page 1084 in the official records of Hernando County (the "Encroachment Agreement") pursuant to which Duke granted the District rights to occupy and utilize a portion of the District Property in the area encumbered by the Easements for the limited purpose of road right of way for access to the School; and

WHEREAS, the County and Somerset Land, LLC ("Somerset") are parties to that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (the "Development Agreement") pursuant to which Somerset is required to extend Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, and queuing for the School; and

WHEREAS, the District, Acts 88, LLC ("Acts"), and Somerset are parties to that certain Access Agreement dated May 19, 2015, recorded as Instrument Number 2015031248, in Official Records Book 3231, Page 649, in the official records of Hernando County, as amended by that certain First Amendment to Access Agreement dated April 12, 2022, recorded as Instrument Number 2022029832, in Official Records Book 4158, Page 660, in the official records of Hernando County (collectively, the "Access Agreement") pursuant to which the District granted Acts 88 and Somerset limited access for the District Property in exchange for Acts 88 and Somerset

constructing additional access and queuing for the School and a new marquee of similar or better quality for the School; and

WHEREAS, the County has requested that the District dedicate and transfer to the County the District Property to (i) allow the County to incorporate Explorer Boulevard into the County road system so that a collector road for the County is constructed which will eliminate access and traffic issues; and (ii) transfer all maintenance and operational responsibilities to the County; and

WHEREAS, section 335.0415, Florida Statutes, authorizes the transfer of public roads only by mutual agreement of the affected governmental entities; and

WHEREAS, the transfer of that portion of Explorer Boulevard is in the public interest and welfare; and

WHEREAS, the District has agreed to dedicate to the County the District Property subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the District and the County hereby covenant and agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. The District Dedication to the County. The District shall dedicate and transfer to the County the District Property subject to encumbrances set forth on the Owner & Encumbrance Property Information Report File No. 25003581 prepared by Old Republic National Title Insurance Company, such encumbrances set forth on Exhibit "B" attached hereto, by recorded deed or right of way map (the "Dedication"). The Dedication shall be recorded within sixty (60) days following the Effective Date (as defined herein) (the "Transfer Date"). The District shall execute and deliver to the County a quit claim deed and such other documents as may be reasonably required, necessary or useful in consummating the transaction contemplated by this Agreement.

3. Conditions of Dedication. The Dedication is expressly conditioned on the District Property being incorporated into the County Road system as a collector road and the County complying with the following conditions:

(a) The County acknowledges the District Property is encumbered as specified on Exhibit B, including the Encroachment Agreement, as well as a Letter of No Objection attached herein as Exhibit "C" that has been issued by Duke ("LONO"), which LONO must be in final form prior to the Transfer Date. The County acknowledges and agrees that Duke's Easements are prior in time to the County's, and the rights granted to the County shall be subordinate to Duke's Easements and easement rights.

(b) The County shall grant the District a perpetual easement, if necessary, for the District's use of the District Property for access to the School and the County shall take no action that would impair the District's use of the District Property for use in conjunction with the

School. The County shall ensure that the District always has comparable or better access to the School from the District Property.

(c) The County will ensure that any plan, plat, zoning or similar approval or other related development rights granted to Somerset shall be subject to the condition that Somerset (or any successor developer) construct additional access and queuing for the School and a new marquee of similar or better quality for the School at no cost to the District and pursuant to plans approved in writing by the District attached hereto as Exhibit "D". Any modifications to the plans attached hereto must be approved in writing by the District's governing board.

(d) The County agrees that it shall not bring any type of waste, hazardous or otherwise toxic materials on to the District Property nor shall the County store any hazardous waste or toxic materials on the District Property.

(e) The County agrees that it will conduct its operations, maintenance, and any improvements on the District Property in accordance with all applicable laws, rules, regulations, and permits, including but not limited to any related to the reasonable maintenance and operations for safety of the public, and will ensure the same for any successor owner of the District Property, if any.

(f) Somerset and Acts shall enter into a release and indemnification with the District, in a form acceptable to District, releasing the Access Agreement and indemnifying the District.

4. Liability for Torts, Indemnification and Sovereign Immunity.

(a) The County agrees that pursuant to section 337.29(3), Florida Statutes, upon such transfer to the extent sovereign immunity has been waived, liability for torts related to the roadway occurring on or after the Transfer Date shall be the responsibility of the County. The District shall remain liable for torts related to the roadway committed by the District that occurred prior to the Transfer Date, but only to the extent sovereign immunity has been waived.

(b) To the extent permitted by law, the County agrees to indemnify, defend and shall hold harmless the District and the employees and agents of the District from any claims, actions, administrative proceedings (including informal proceedings), judgments, damages, costs, liabilities (including sums paid in settlement of claims), interest or losses including reasonable attorneys' and expenses (including any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder), together with all other costs and expenses of any kind or nature (collectively, the "Costs") that which at any time or from time to time may be suffered or incurred in connection with any claim, cause of action, demand or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of:

(i) the County's actions, omissions or failure to act, or the actions, omissions, or failure to act of its employees, directors, principals, agents, or contractors, with regard to this Agreement, or any violation the terms of the attached LONO or the Encroachment Agreement.

(ii) in any way relating to or resulting from the County's maintenance, operation or expansion of the public road located on the District Property;

(iii) any failure on the part of the County to comply with any covenant required to be performed or compiled with under this Agreement; or

(iv) any litigation, arbitration or other claim brought against the District by Duke for violation of the LONO or the Encroachment Agreement, its successor and/or assigns, including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising, whether now known or unknown.

Notwithstanding the foregoing, nothing contained herein shall be construed as requiring the County to indemnify or insure the District from sole negligence by the District pursuant to section 768.28(19), Florida Statutes. Further, nothing contained herein shall be construed as an additional waiver of the County's or District's sovereign immunity, or as a waiver of any limitations of liability pursuant to section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, negligence or otherwise.

(c) This indemnification shall survive the recording of the Dedication, deed or land map transferring the District Property and shall be ongoing, perpetual, continuing, irrevocable and binding on County and its respective representatives, successors, and assigns, inuring to the benefit of District, and its representatives, successors, and assigns. The County's obligations hereunder may not be assigned or subcontracted. All representations, warranties and covenants of County set forth in this Agreement shall continue in effect and, to the extent permitted by law, shall survive the transfer of the District Property, or any portion thereof.

5. Miscellaneous.

(a) Effective Date. The District and County must obtain approval of this Agreement by the respective governing bodies of the County and the District and execution thereof by the duly qualified and authorized representatives of each of the parties hereto. Execution of this Agreement by the last of the County and the District shall be the "Effective Date" of this Agreement.

(b) Notice. Notice shall be delivered to the addresses contained herein, or as further directed by either party upon written notice to the other party, and shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery to a recognized courier, delivery service such as Federal Express, or postmark by the U.S. Postal Service, or (c) delivery by electronic mail provided that the receiving party provides acknowledgment of receipt:

County: HERNANDO COUNTY
15470 Flight Path Drive
Brooksville, Florida 34604
ATTN:
Email:

District: SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
919 North Broad Street

Brooksville, FL 34601
ATTN: Superintendent
Email: pinder_r@hcsb.k12.fl.us

With a copy to: SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
919 North Broad Street
Brooksville, FL 34601
ATTN: School Board Attorney & General Counsel
Email: mockler_c@hcsb.k12.fl.us

And: GRAY ROBINSON, P.A.
Attn: Kristin Kowaleski, Esq.
101 East Kennedy Blvd, Suite 4000
Tampa, Florida 33602
Email: Kristin.kowaleski@gray-robinson.com

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days' advance written notice of such change of address. Notices given otherwise than by mail shall be deemed given upon actual receipt thereof.

(c) Construction. Whenever the context of this Agreement so requires or admits, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the word "person" includes a corporation, partnership or unincorporated association as well as a natural person. The fact that a party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provisions either in favor of or against such party.

(d) Captions. The captions at the beginning of the several paragraphs of this Agreement are not a part of this Agreement but merely labels to assist in locating and reading the respective paragraphs hereof. They shall be ignored in construing this instrument.

(e) Severability. If any provision of this Agreement is declared invalid or unenforceable, then, if reasonably possible, taking into consideration the intent and purpose of the parties in entering into this Agreement, the remainder of this Agreement shall continue in full force and effect.

(f) Entire Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof and supersedes any prior understandings or agreements between them concerning the subject matter hereof. No changes, alterations, modifications, additions or qualifications to the terms of this Agreement shall be binding upon the parties unless made in writing and signed by the party to be bound thereby.

(g) Governing Law; Venue. All questions concerning the meaning, execution, construction, effect and validity of this Agreement shall be judged and resolved in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue for any action filed to interpret or enforce the terms of this Agreement shall be in the appropriate court in Hernando County, Florida.

[Remainder of Page Intentionally Blank]

DRAFT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

HERNANDO COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

This _____day of _____, 2025

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

[Signatures Continues on Following Page]

DRAFT

SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

This _____day of _____2025.

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

DRAFT

Exhibit "A"

Legal Description of District Property

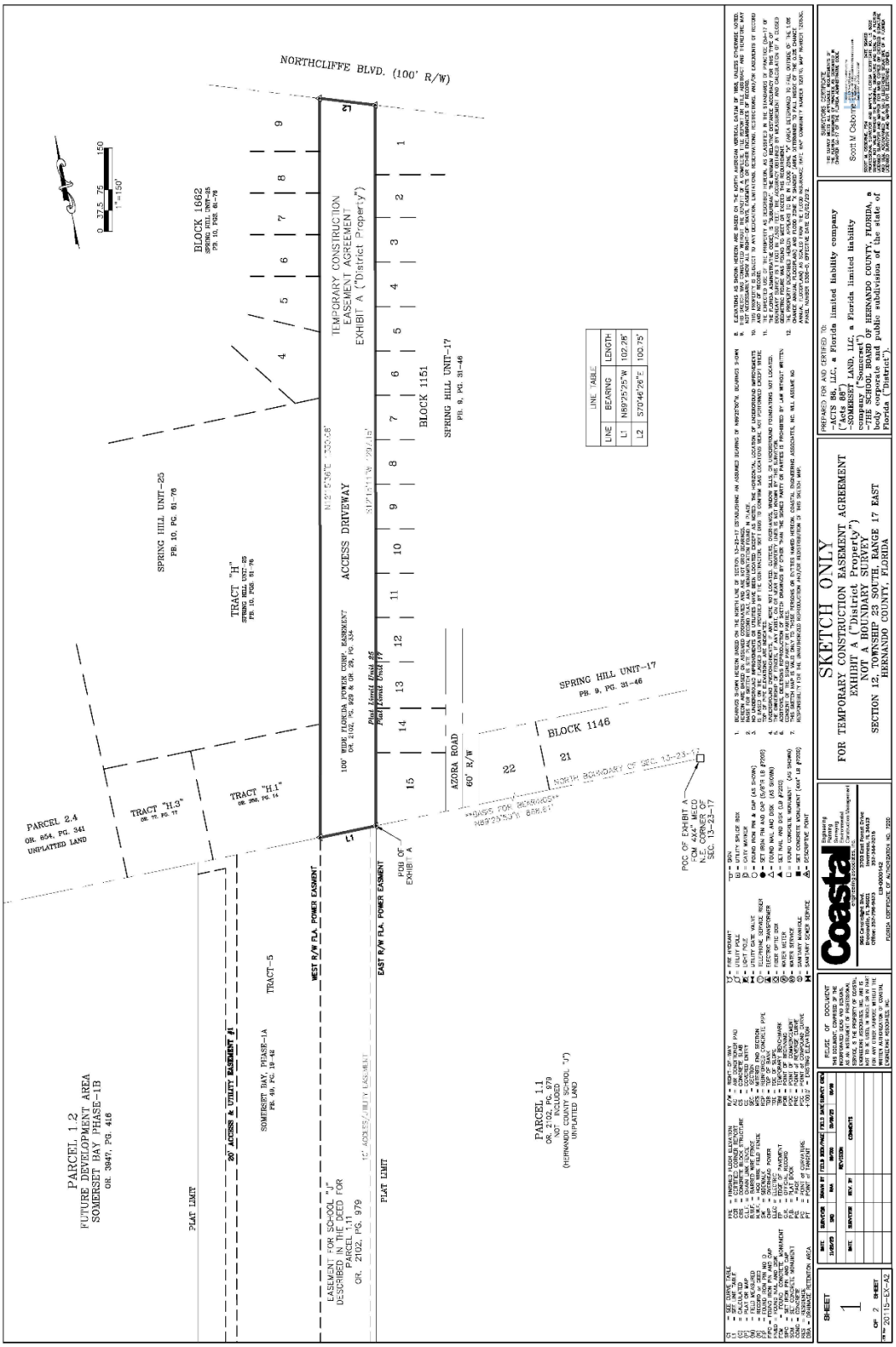


Exhibit "A"

Legal Description of District Property

EXHIBIT A LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 868.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 347 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 13, N89°25'25"W, 102.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, RUN N12°15'36"E, 1330.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NORTHCLIFFE BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, RUN S70°46'26"E, 100.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°15'11"W, 1297.15 FEET TO THE NORTH LINE OF SAID SECTION 13, AND THE POINT OF BEGINNING.

CONTAINING 3.02 ACRES MORE OR LESS.

C1 = SEC CURVE TABLE
L1 = SEC LINE TABLE
(C) = CALCULATED
(P) = PLAT OR MAP
(M) = FIELD MEASURED
(R) = RECORD or DITO
FIP = FOUND IRON PIN NO ID
FIPC = FOUND IRON PIN AND CAP
FN&D = FOUND NAIL AND DISK
FCM = FOUND CONCRETE MONUMENT
SIPC = SET IRON PIN AND CAP
SCM = SET CONCRETE MONUMENT
CONC = CONCRETE
RES = RESIDENCE
DRA = DRAINAGE RETENTION AREA

FFE = FINISHED FLOOR ELEVATION
CCR = CLOTHES CORNER ELEVAT.
CBS = CONCRETE BLOCK STRUCTURE
C.L.F. = CHAIN LINK FENCE
B.W.F. = BARBED WIRE FENCE
H.W.F. = HOG WIRE FIELD FENCE
SW = SIDEWALK
OHP = OVERHEAD POWER
ELEC = ELECTRIC
EP = EDGE OF PAVEMENT
O.R. = OFFICIAL RECORD
P.B. = PLAT BOOK
PG. = PAGE
PC = POINT of CURVATURE
PT = POINT of TANGENT

R/W = RIGHT-OF-WAY
AC = AIR CONDITIONER PAD
CS = CONCRETE SLAB
CE = COVERED ENTRY
SEC = SECTION
MES = METERED END SECTION
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TOB = TOP OF BANK
TOE = TOE OF SLOPE
TBM = TEMPORARY BENCHMARK
POB = POINT OF BEGINNING
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PRC = POINT of REVERSE CURVE
PCC = POINT of COMPOUND CURVE
+105.0' = EXISTING ELEVATION

= FIRE HYDRANT
= UTILITY POLE
= LIGHT POLE
= UTILITY GATE VALVE
= TELEPHONE SERVICE RISER
= ELECTRIC TRANSFORMER
= FIBER OPTIC BOX
= WATER METER
= WATER SERVICE
= SANITARY MANHOLE
= SANITARY SEWER SERVICE

= SIGN
= UTILITY SPLICE BOX
= CATV MARKER
= FOUND IRON PIN & CAP (AS SHOWN)
= SET IRON PIN AND CAP (S/BTR LB #7200)
= FOUND NAIL AND DISK (AS SHOWN)
= SET NAIL AND DISK (LB #7200)
= FOUND CONCRETE MONUMENT (AS SHOWN)
= SET CONCRETE MONUMENT (4X4" LB #7200)
= DESCRIPTIVE POINT

1. BEARINGS SHOWN HEREON BASED ON THE NORTH LINE OF SECTION 13-23-17 ESTABLISHING AN ASSUMED BEARING OF N89°25'50"W. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED COORDINATES AND ARE NOT GRID BEARINGS.
2. BASIS FOR SECTION BREAK PLAN, RECORD PLAT, AND MONUMENTATION FOUND IN PLACE.
3. THE LOCATIONS OF UTILITIES SHOWN HEREON HAVE BEEN LOCATED EXCEPT AS NOTED. THE HORIZONTAL LOCATION OF UNDERGROUND IMPROVEMENTS IS BASED ON THE FLAGGING LOCATION PROVIDED BY THE CONTRACTOR. SOFT DIGS TO CONFIRM SAID LOCATIONS WERE NOT PERFORMED EXCEPT WHERE TOP OF PIPE ELEVATIONS ARE INDICATED.
4. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED. GUTTERS, OVERHANGS, WINDOW SILLS, OR UNDERGROUND FOUNDATIONS NOT LOCATED.
5. THE OWNERSHIP OF FENCES, IF ANY EXIST, ON OR NEAR THE PROPERTY LINES IS NOT KNOWN BY THIS SURVEYOR.
6. ADDITIONS, DELETIONS, REPRODUCTION OF SKETCH DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY OR PARTIES.
7. THIS SKETCH MAP IS VALID ONLY TO THOSE PERSONS OR ENTITIES NAMED HEREON. COASTAL ENGINEERING ASSOCIATES, INC. WILL ASSUME NO RESPONSIBILITY FOR THE UNAUTHORIZED REPRODUCTION AND/OR REDISTRIBUTION OF THIS SKETCH MAP.
8. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
9. THIS SKETCH WAS CONDUCTED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHT-OF-WAYS, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.
10. THIS PROPERTY IS SUBJECT TO ANY DEDICATION, LIMITATIONS, RESERVATIONS, RESTRICTIONS, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD.
11. THE EXPECTED USE OF THIS PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17 OF THE FLORIDA ADMINISTRATIVE CODE), IS "SUBURBAN". THE URBAN/IN RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
12. THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE "X" (AREA DETERMINED TO FALL OUTSIDE OF THE 1.2% CHANCE ANNUAL FLOODPLAIN) AND FLOOD ZONE "X (SHADED)" (AREA DETERMINED TO FALL INSIDE OF THE 0.2% CHANCE ANNUAL FLOODPLAIN) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120110, MAP NUMBER 12053G, PANEL NUMBER 0338-G, EFFECTIVE DATE 02/02/2012

SHEET 2 OF 2 SHEET
JOB NO. 20115-EX-A2

DATE	SURVEYOR	DRAWN BY	FIELD BOOK/PAGE	FIELD DATE	SURVEY DRVW
11/19/25	SMO	RMA	33/69	05/15/25	BB/SB

REVISION

DATE	SURVEYOR	REV. BY	COMMENTS

REUSE OF DOCUMENT
THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.

Coastal engineering associates, inc.
Engineering Planning Surveying Environmental Construction Management
966 Candlelight Blvd. Brooksville, FL 34601 Office 352-796-9423
3700 East Forest Drive Inverness, FL 34453 352-344-3086
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

SKETCH ONLY
FOR TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
EXHIBIT A ("District Property")
NOT A BOUNDARY SURVEY
SECTION 12, TOWNSHIP 23 SOUTH, RANGE 17 EAST
HERNANDO COUNTY, FLORIDA

PREPARED FOR AND CERTIFIED TO:
-ACTS 88, LLC, a Florida limited liability company ("Acts 88")
-SOMERSET LAND, LLC, a Florida limited liability company ("Somerset")
-THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida ("District").

SURVEYORS CERTIFICATE
THE SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Scott M Osborne
SCOTT M. OSBORNE, PSM NO. 6488
DATE SIGNED
SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR MAPS, COPIES OR SCANNED SIGNATURE AND SEAL ACCEPTABLE IF A (V) D (TEXTURE) SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR ELECTRONIC COPIES.

Exhibit "A"

Legal Description of District Property

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 868.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 347 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 13, N89°25'25"W, 102.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, RUN N12°15'36"E, 1330.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NORTHCLIFFE BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, RUN S70°46'26"E, 100.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°15'11"W, 1297.15 FEET TO THE NORTH LINE OF SAID SECTION 13, AND THE POINT OF BEGINNING.

CONTAINING 3.02 ACRES MORE OR LESS.

DRAFT

Exhibit "B"

Title Encumbrances

Old Republic National Title Insurance Company Property Information Report; File No. 25003581, dated through October 16, 2025 @ 8:00 a.m.

1. Easement in favor of Florida Power Corporation recorded in Deed Book 97, Page 418.

2. Permanent easement in favor of Florida Power Corporation contained in Order of Taking recorded in O.R. Book 933, Page 347.

3. Access Agreement between Hernando County School Board and Mark 425, LTD recorded in O.R. Book 3231, Page 649; as affected by First Amendment to Access Agreement recorded in O.R. Book 4158, Page 660.

4. Infrastructure Agreement between Somerset Land LLC and Acts 88, LLC recorded in O.R. Book 3947, Page 433.

5. Encroachment Agreement between Florida Power Corporation d/b/a Progress Energy Florida, Inc. and Hernando County School Board recorded O.R. Book 2479, Page 1084.

6. Perpetual Utility Easement in favor of Hernando County Water and Sewer District recorded in O.R. Book 2683, Page 1887.

7. Easement Agreement between Somerset Land LLC and Acts 88, LLC recorded in O.R. Book 3947, Page 421.

DRAFT

Exhibit "C"

Duke Letter of No Objection

DRAFT

Exhibit "D"

Approved Construction Plans

DRAFT

PREPARED BY AND AFTER
RECORDING RETURN TO:
Kristin Kowaleski, Esquire
GrayRobinson, P.A.
PO Box 3324
Tampa, Florida 33601

Parcel I.D: R12 423 17 0000 0010 0020

DEED OF DEDICATION

This Deed of Dedication, executed this ____ day of _____, 202__, by **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA,** a body corporate and public subdivision of the state of Florida, whose address is 919 North Broad Street, Brooksville, FL 34601 ("Grantor"), to **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 ("Grantee").

Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

Witnesseth, that the Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby convey, remise, quit-claim, and dedicate unto the Grantee, for public right-of-way purposes, forever, all title, right(s), interest(s), claim(s), and demand(s) which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Hernando, State of Florida, to wit:

As legally described in Exhibit "A" attached hereto

To have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or equity, to the use, benefit and behoof of the Grantee forever.

[Signature appears on following page]

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed in its name by the undersigned as of the date first above written.

WITNESSES:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

GRANTOR:

THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF HERNANDO)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 202__, by _____, as _____ of **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate and public subdivision of the state of Florida, on behalf of the School Board, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

_____
Print Name: _____
Notary Public, State of Florida
My Commission Expires:
My Commission Number:

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

THE ABOVE DEDICATION is accepted for public use by Hernando County.

HERNANDO COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

EXHIBIT "A"
Legal Description

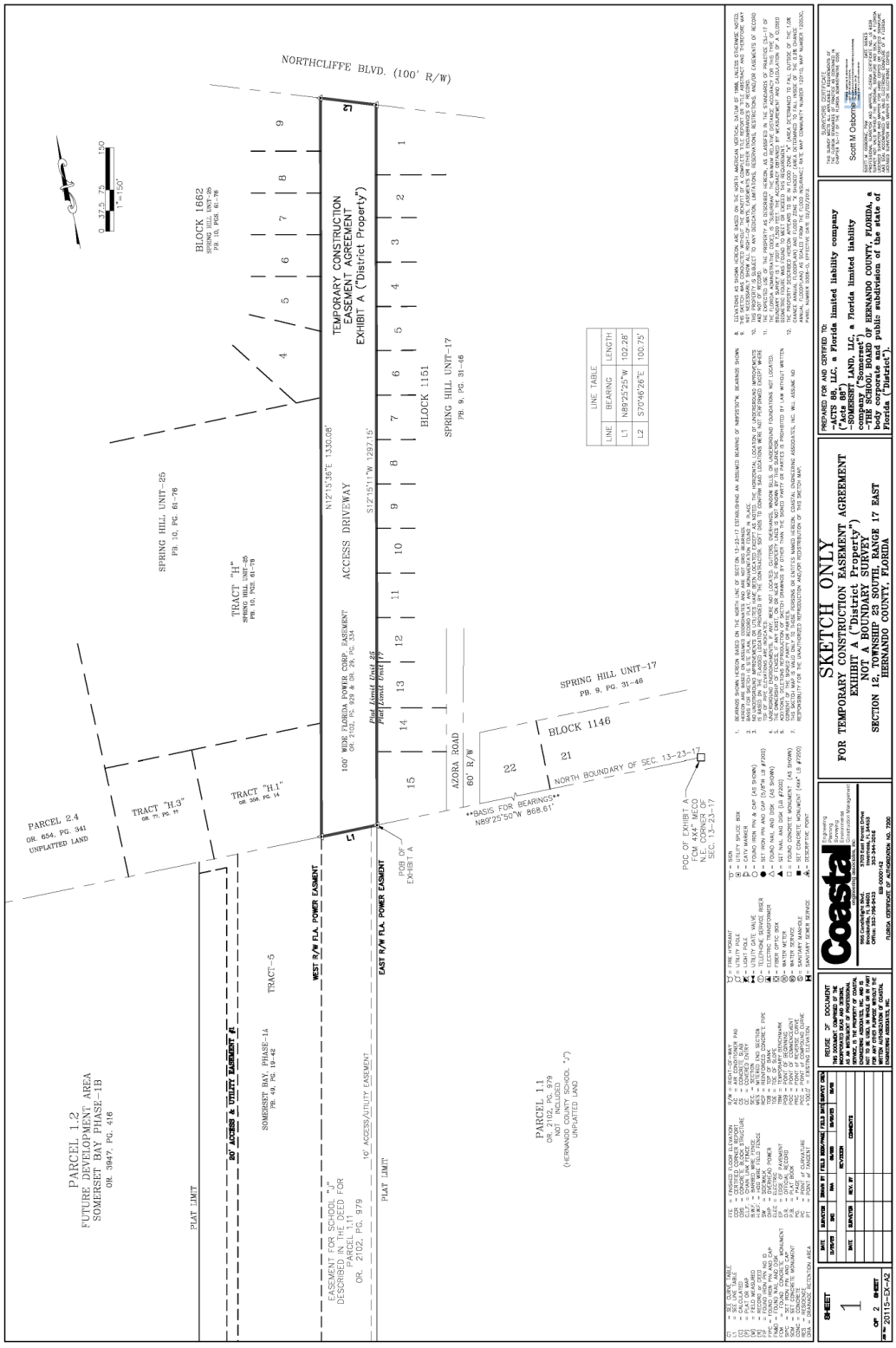


EXHIBIT A LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 868.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 347 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 13, N89°25'25"W, 102.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, RUN N12°15'36"E, 1330.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NORTHCLIFFE BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, RUN S70°46'26"E, 100.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°15'11"W, 1297.15 FEET TO THE NORTH LINE OF SAID SECTION 13, AND THE POINT OF BEGINNING.

CONTAINING 3.02 ACRES MORE OR LESS.

C1 = SEE CURVE TABLE
L1 = SEE LINE TABLE
(C) = CALCULATED
(P) = PLAT OR MAP
(M) = FIELD MEASURED
(R) = RECORD or DEED
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FIPC = FOUND IRON PIN AND CAP
FN&D = FOUND NAIL AND DISK
FDM = FOUND CONCRETE MONUMENT
SIPC = SET IRON PIN AND CAP
SDM = SET CONCRETE MONUMENT
CONC = CONCRETE
RES = RESIDENCE
DRA = DRAINAGE RETENTION AREA

FFE = FINISHED FLOOR ELEVATION
CCR = CERTIFIED CORNER REPORT
CBS = CONCRETE BLOCK STRUCTURE
C.L.F. = CHAIN LINK FENCE
B.W.F. = BARBED WIRE FENCE
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R/W = RIGHT-OF-WAY
AC = AIR CONDITIONER PAD
CS = CONCRETE SLAB
CE = COVERED ENTRY
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MES = MITERED END SECTION
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TBM = TEMPORARY BENCHMARK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT of REVERSE CURVE
PCC = POINT of COMPOUND CURVE
+100.0' = EXISTING ELEVATION

= FIRE HYDRANT
= UTILITY POLE
= LIGHT POLE
= UTILITY GATE VALVE
= TELEPHONE SERVICE RISER
= ELECTRIC TRANSFORMER
= FIBER OPTIC BOX
= WATER METER
= WATER SERVICE
= SANITARY MANHOLE
= SANITARY SEWER SERVICE

= SIGN
= UTILITY SPLICE BOX
= CATV MARKER
= FOUND IRON PIN & CAP (AS SHOWN)
= SET IRON PIN AND CAP (5/8"RR LB #7200)
= FOUND NAIL AND DISK (AS SHOWN)
= SET NAIL AND DISK (LB #7200)
= FOUND CONCRETE MONUMENT (AS SHOWN)
= SET CONCRETE MONUMENT (4X4" LB #7200)
= DESCRIPTIVE POINT

1. BEARINGS SHOWN HEREON BASED ON THE NORTH LINE OF SECTION 13-23-17 ESTABLISHING AN ASSUMED BEARING OF N89°25'50"W. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED COORDINATES AND ARE NOT GRID BEARINGS.
2. BASIS FOR SKETCH IS SITE PLAN, RECORD PLAT, AND MONUMENTATION FOUND IN PLACE.
3. NO UNDERGROUND IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. THE HORIZONTAL LOCATION OF UNDERGROUND IMPROVEMENTS IS BASED ON THE FLAGGED LOCATION PROVIDED BY THE CONTRACTOR. SOFT DIGS TO CONFIRM SAID LOCATIONS WERE NOT PERFORMED EXCEPT WHERE TOP OF PIPE ELEVATIONS ARE INDICATED.
4. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED. CUTTERS, OVERHANGS, WINDOW SILLS, OR UNDERGROUND FOUNDATIONS NOT LOCATED.
5. THE OWNERSHIP OF FENCES, IF ANY EXIST, ON OR NEAR THE PROPERTY LINES IS NOT KNOWN BY THIS SURVEYOR.
6. ADDITIONS, DELETIONS REPRODUCTION OF SKETCH DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY OR PARTIES.
7. THIS SKETCH MAP IS VALID ONLY TO THOSE PERSONS OR ENTITIES NAMED HEREON. COASTAL ENGINEERING ASSOCIATES, INC. WILL ASSUME NO RESPONSIBILITY FOR THE UNAUTHORIZED REPRODUCTION AND/OR REDISTRIBUTION OF THIS SKETCH MAP.
8. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
9. THIS SKETCH WAS CONDUCTED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHT-OF-WAYS, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.
10. THIS PROPERTY IS SUBJECT TO ANY DEDICATION, LIMITATIONS, RESERVATIONS, RESTRICTIONS, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD.
11. THE EXPECTED USE OF THE PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17 OF THE FLORIDA ADMINISTRATIVE CODE), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
12. THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE "X" (AREA DETERMINED TO FALL OUTSIDE OF THE 1.0% CHANCE ANNUAL FLOODPLAIN) AND FLOOD ZONE "X SHADED" (AREA DETERMINED TO FALL INSIDE OF THE 0.2% CHANCE ANNUAL FLOODPLAIN) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120110, MAP NUMBER 12053C, PANEL NUMBER 0338-G, EFFECTIVE DATE 02/02/2012.

SHEET 2 OF 2 SHEET
20115-EX-A2

DATE	SURVEYOR	DRAWN BY	FIELD BOOK/PAGE	FIELD DATE	SURVEY DRG
11/25/25	SNC	RAA	00/000	00/00/25	00/00

REVISION

DATE	SURVEYOR	REV. BY	COMMENTS

REUSE OF DOCUMENT
THIS DOCUMENT COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.

Coastal Engineering Planning Surveying Environmental Construction Management
engineering associates, inc
966 Candlelight Blvd. Brooksville, FL 34601 Office: 352-796-9423
9703 East Forest Drive Inverness, FL 34453 352-344-2016
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

SKETCH ONLY
FOR TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
EXHIBIT A ("District Property")
NOT A BOUNDARY SURVEY
SECTION 12, TOWNSHIP 23 SOUTH, RANGE 17 EAST
HERNANDO COUNTY, FLORIDA

PREPARED FOR AND CERTIFIED TO:
-ACTS 88, LLC, a Florida limited liability company ("Acts 88")
-SOMERSET LAND, LLC, a Florida limited liability company ("Somerset")
-THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida ("District").

SURVEYORS CERTIFICATE
THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Scott M Osborne

DATE SIGNED
SCOTT M. OSBORNE, PSM
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATE NO. LS 6928
SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR HARD COPIES OR DIGITIZED SIGNATURE AND SEAL ACCOMPANIED BY A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR ELECTRONIC COPIES.

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 868.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 347 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 13, N89°25'25"W, 102.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, RUN N12°15'36"E, 1330.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NORTHCLIFFE BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, RUN S70°46'26"E, 100.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°15'11"W, 1297.15 FEET TO THE NORTH LINE OF SAID SECTION 13, AND THE POINT OF BEGINNING.

CONTAINING 3.02 ACRES MORE OR LESS.

PREPARED BY AND AFTER
RECORDING RETURN TO:
Kristin Kowaleski, Esquire
GrayRobinson, P.A.
PO Box 3324
Tampa, Florida 33601

TERMINATION AND RELEASE OF ENCROACHMENT AGREEMENT

THIS TERMINATION AND RELEASE OF ENCROACHMENT AGREEMENT (the "Termination") is made and executed this ____ day of _____, 2025 (the "Effective Date"), by and between **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, successor by name change and merger to Florida Power Corporation d/b/a Progress Energy Florida, Inc., a Florida corporation ("Duke") and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA,** a body corporate and public subdivision of the state of Florida (the "District") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the District is the owner of a portion of Explorer Boulevard located in Hernando County known as Parcel No.: R12 423 17 0000 0010 0020, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("the District Property"), which is a currently improved public road providing access to the District's Explorer K-8 School (the "School"); and

WHEREAS, Duke has easement rights to the District Property pursuant to that certain Easement dated April 1, 1927, recorded in Deed Book 97, Page 418 and Order of Taking recorded in Official Records Book 933, Page 347, all in the official records of Hernando County (collectively, the "Easements"); and

WHEREAS, Duke and the District are parties to that certain Encroachment Agreement dated November 20, 2006, recorded as Instrument Number 2007054034, in Official Records Book 2479, Page 1084 in the official records of Hernando County (the "Encroachment Agreement") pursuant to which Duke granted the District rights to occupy and utilize a portion of the District Property in the area encumbered by the Easements for the limited purpose of road right of way for access to the School; and

WHEREAS, Hernando County (the "County") and Somerset Land, LLC ("Somerset") are parties to that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (the "Development Agreement") pursuant to which Somerset is required to extend Explorer Boulevard to the south, add additional access, perimeter security fencing and gates, and queuing for the School, in addition to further development of neighboring property (collectively, the "Development"); and

WHEREAS, the County has requested that the District dedicate and transfer to the County the District Property to (i) allow the County to incorporate Explorer Boulevard into the County road system so that a collector road for the County is constructed which will eliminate access and traffic issues; and (ii) transfer all maintenance and operational responsibilities to the County (collectively, the "Dedication"); and

WHEREAS, Duke has issued a Letter of No Objection ("LONO") with regard to the Development and the Dedication in which Duke agreed to terminate the Encroachment Agreement, which Encroachment Agreement (along with the District's rights) shall be replaced with the right-of-way depicted on Exhibit "B" attached hereto and incorporated herein (the "Right-of-Way"); and

WHEREAS, the District and Duke have agreed to terminate the Encroachment Agreement pursuant to the terms set forth herein.

NOW THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the District and Duke hereby covenant and agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Termination. The Encroachment Agreement is hereby terminated in its entirety, and all rights, duties, and obligations of the parties under the Encroachment Agreement are extinguished as of the Effective Date of this Termination. The District's right to occupy and use the portion of the District Property previously encumbered by the Easements for road right-of-way and access to the School shall hereafter be governed solely by the Right-of-Way. Duke acknowledges and approves the Right-of-Way and agrees that it shall not take any action that would impair, interfere with, or otherwise impede the District's lawful use and enjoyment of such Right-of-Way for access to the School.

3. Release. Duke hereby releases, remises, quitclaims, and forever discharges the District, its successors and assigns, from any and all rights, interests, easements, privileges, covenants, restrictions, or obligations arising out of or created by the Encroachment Agreement, whether express or implied.

4. Miscellaneous.

(a) Attorneys' Fees. In the event of any litigation between the Parties hereto (or their successors in interest as described herein) with respect to enforcement of rights under this Termination, the prevailing party in such action shall be entitled to recover all costs and expenses paid or incurred by such party in connection therewith, including reasonable attorneys' fees at or before the trial level and in any appellate proceedings.

(b) Notice. Notice shall be delivered to the addresses contained herein, or as further directed by either party upon written notice to the other party, and shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery to a recognized

courier, delivery service such as Federal Express, or postmark by the U.S. Postal Service, or (c) delivery by electronic mail provided that the receiving party provides acknowledgment of receipt:

Duke:

District: SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
919 North Broad Street
Brooksville, FL 34601
ATTN: Superintendent
Email: pinder_r@hcsb.k12.fl.us

With a copy to: SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
919 North Broad Street
Brooksville, FL 34601
ATTN: School Board Attorney & General Counsel
Email: mockler_c@hcsb.k12.fl.us

And: GRAY ROBINSON, P.A.
Attn: Kristin Kowaleski, Esq.
101 East Kennedy Blvd, Suite 4000
Tampa, Florida 33602
Email: Kristin.kowaleski@gray-robinson.com

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days' advance written notice of such change of address. Notices given otherwise than by mail shall be deemed given upon actual receipt thereof.

(c) Construction. Whenever the context of this Termination so requires or admits, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the word "person" includes a corporation, partnership or unincorporated association as well as a natural person. The fact that a party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provisions either in favor of or against such party.

(d) Captions. The captions at the beginning of the several paragraphs of this Termination are not a part of this Termination but merely labels to assist in locating and reading the respective paragraphs hereof. They shall be ignored in construing this instrument.

(e) Severability. If any provision of this Termination is declared invalid or unenforceable, then, if reasonably possible, taking into consideration the intent and purpose of the Parties in entering into this Termination, the remainder of this Termination shall continue in full force and effect.

(f) Entire Agreement. This Termination contains the entire understanding between the Parties concerning the subject matter hereof and supersedes any prior understandings or agreements between them concerning the subject matter hereof. No changes, alterations, modifications, additions or qualifications to the terms of this Termination shall be binding upon the Parties unless made in writing and signed by the party to be bound thereby.

(g) Governing Law; Venue. All questions concerning the meaning, execution, construction, effect and validity of this Termination shall be judged and resolved in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue for any action filed to interpret or enforce the terms of this Termination shall be in the appropriate court in Hernando County, Florida.

(h) Authority. Each of the undersigned individuals represents and warrants that it has the due and proper authority to execute this Termination.

[Remainder of Page Intentionally Blank]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

DUKE ENERGY FLORIDA, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

This _____day of _____, 2025

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, on behalf thereof, who is ☐ personally known to me, or ☐ produced _____ as identification.

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

[AFFIX NOTARY SEAL]

[Signatures Continues on Following Page]

DRAFT

SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

This _____day of _____2025.

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida, on behalf thereof, who is ☐ personally known to me, or ☐ produced _____ as identification.

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

[AFFIX NOTARY SEAL]

DRAFT

Exhibit "A"

Legal Description of District Property

DRAFT

Exhibit "B"

Right-of-Way Plans

DRAFT

PREPARED BY AND AFTER
RECORDING RETURN TO:
Kristin Kowalski, Esquire
GrayRobinson, P.A.
PO Box 3324
Tampa, Florida 33601

TERMINATION AND RELEASE OF ACCESS AGREEMENT

THIS TERMINATION AND RELEASE OF ACCESS AGREEMENT (the "Termination") is made and executed this ____ day of _____, 2025, (the "Effective Date") by and between **ACTS 88, LLC**, a Florida limited liability company ("Acts 88"), **SOMERSET LAND LLC**, a Florida limited liability company ("Somerset") (Acts 88 and Somerset shall be collectively referred to as the "Developer") and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA,** a body corporate and public subdivision of the state of Florida (the "District") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the District is the owner of a portion of Explorer Boulevard located in Hernando County known as Parcel No.: R12 423 17 0000 0010 0020 ("the District Property"), which is a currently improved public road providing access to the District's Explorer K-8 School (the "School"); and

WHEREAS, Duke Energy Florida, LLC, as successor to Progress Energy Florida, LLC, as successor to Florida Power Corporation ("Duke") has easement rights to the District Property pursuant to that certain Easement dated April 1, 1927, recorded in Deed Book 97, Page 418 and Order of Taking recorded in Official Records Book 933, Page 347, all in the official records of Hernando County (collectively, the "Easements"); and

WHEREAS, the County and Somerset Land, LLC ("Somerset") are parties to that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (the "Development Agreement") pursuant to which Somerset is required to extend Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, and queuing for the School; and

WHEREAS, the District, Acts 88 and Somerset are parties to that certain Access Agreement dated May 19, 2015, recorded as Instrument Number 2015031248, in Official Records Book 3231, Page 649, in the official records of Hernando County, as amended by that certain First Amendment to Access Agreement dated April 12, 2022, recorded as Instrument Number 2022029832, in Official Records Book 4158, Page 660, in the official records of Hernando County (collectively, the "Access Agreement") pursuant to which the District granted Acts 88 and Somerset limited access for the District Property in exchange for Acts 88 and Somerset constructing additional access and queuing for the School and a new marquee of similar or better quality for the School; and

WHEREAS, Hernando County ("County") has requested that the District dedicate and transfer to the County the District Property to (i) allow the County to incorporate Explorer Boulevard into the County road system so that a collector road for the County is constructed which will eliminate access and traffic issues; and (ii) transfer all maintenance and operational responsibilities to the County (the "Dedication"); and

WHEREAS, in connection with and as a contingency to the Dedication to the County, the Parties desire to release and terminate the Access Agreement and the District requires that the Developer provide indemnification to the District.

NOW THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the District, Acts 88, the Somerset hereby covenant and agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Release and Termination of Access Agreement. Effective as of the Effective Date, the Parties hereby terminate, discharge, and release the Access Agreement and any obligations set forth therein, and agree that it shall have no further force and effect subject to the conditions set forth in this Termination.

3. Conditions of Termination. The Termination provided by the District herein is expressly conditioned on the Developer complying with the following conditions:

(a) Developer shall take no action that would impair the District's use of the District Property for access to the School.

(b) Developer, and any of its successors and/or assigns, shall construct additional access and queuing for the School and a new marquee of similar or better quality for the School at no cost to the District and pursuant to plans approved in writing by the District pursuant to a separate agreement. Any modifications to the plans attached hereto must be approved in writing by the District's governing board.

(c) Developer, if necessary, shall enter into a new agreement with the County governing its access, whereby the County shall provide Developer comparable access to that provided in the Access Agreement.

4. Indemnification.

(a) Acts 88 and Somerset, and their respective successors, and assignees, ("Indemnitor Parties") agree to indemnify, protect, defend, and hold harmless the District and the employees and agents of the District from any claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest, or losses, including reasonable attorneys' and paralegals' fees and expenses (including any such fees and expenses incurred in enforcing the terms of this Termination or collecting any sums due hereunder), consultant fees,

and expert fees, together with all other costs and expenses of any kind or nature (collectively, the "Costs") that may be suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand, or lien made or arising directly or indirectly in connection with, with respect to, or as a direct or indirect result of (i) Indemnitor Parties' actions, omissions, or failure to act, or the actions, omissions, or failure to act of Indemnitor Parties with regard to the Easements, Development Agreement, Access Agreement, this Termination, or (ii) any failure on the part of Indemnitor Parties to comply with any covenant required to be performed or complied with.

(b) This indemnification shall be ongoing, perpetual, continuing, irrevocable and binding on Indemnitor Parties and its respective successors, and assigns, inuring to the benefit of District, and its representatives, successors, and assigns. Indemnitor Parties' obligations hereunder may not be assigned or subcontracted. All representations, warranties and covenants of Indemnitor Parties set forth in this Termination shall continue in effect and, to the extent permitted by law.

5. Miscellaneous.

(a) Attorneys' Fees. In the event of any litigation between the Parties hereto (or their successors in interest as described herein) with respect to enforcement of rights under this Termination, the prevailing party in such action shall be entitled to recover all costs and expenses paid or incurred by such party in connection therewith, including reasonable attorneys' fees at or before the trial level and in any appellate proceedings.

(b) Notice. Notice shall be delivered to the addresses contained herein, or as further directed by either party upon written notice to the other party, and shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery to a recognized courier, delivery service such as Federal Express, or postmark by the U.S. Postal Service, or (c) delivery by electronic mail provided that the receiving party provides acknowledgment of receipt:

Acts 88: Acts 88, LLC.
Mark Taylor, Manager
PO Box 10779
Brooksville, Florida 34603
Email: marktaylor@tampabay.rr.com

Somerset: Somerset Land, LLC.
Ron Bastyr, Manager
18125 Wayne Road
Odessa, Florida 33556
Email: ronbastyr@yahoo.com

District: SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
919 North Broad Street
Brooksville, FL 34601
ATTN: Superintendent
Email: pinder_r@hcsb.k12.fl.us

With a copy to: SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
919 North Broad Street
Brooksville, FL 34601
ATTN: School Board Attorney & General Counsel
Email: mockler_c@hcsb.k12.fl.us

And: GRAY ROBINSON, P.A.
Attn: Kristin Kowaleski, Esq.
101 East Kennedy Blvd, Suite 4000
Tampa, Florida 33602
Email: Kristin.kowaleski@gray-robinson.com

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days' advance written notice of such change of address. Notices given otherwise than by mail shall be deemed given upon actual receipt thereof.

(c) Construction. Whenever the context of this Termination so requires or admits, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the word "person" includes a corporation, partnership or unincorporated association as well as a natural person. The fact that a party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provisions either in favor of or against such party.

(d) Captions. The captions at the beginning of the several paragraphs of this Termination are not a part of this Termination but merely labels to assist in locating and reading the respective paragraphs hereof. They shall be ignored in construing this instrument.

(e) Severability. If any provision of this Termination is declared invalid or unenforceable, then, if reasonably possible, taking into consideration the intent and purpose of the Parties in entering into this Termination, the remainder of this Termination shall continue in full force and effect.

(f) Entire Agreement. This Termination contains the entire understanding between the Parties concerning the subject matter hereof and supersedes any prior understandings or agreements between them concerning the subject matter hereof. No changes, alterations, modifications, additions or qualifications to the terms of this Termination shall be binding upon the Parties unless made in writing and signed by the party to be bound thereby.

(g) Governing Law; Venue. All questions concerning the meaning, execution, construction, effect and validity of this Termination shall be judged and resolved in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue for any action filed to interpret or enforce the terms of this Termination shall be in the appropriate court in Hernando County, Florida.

(h) Authority. Each of the undersigned individuals represents and warrants that it has the due and proper authority to execute this Termination.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

ACTS 88, LLC, a Florida limited liability company

By:_____
Name:_____
Title:_____

This _____day of _____, 2025

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of ACTS 88, LLC, a Florida limited liability company, on behalf thereof, who is ☐ personally known to me, or ☐ produced _____ as identification.

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

[AFFIX NOTARY SEAL]

[Signatures Continues on Following Page]

SOMERSET LAND LLC, a Florida limited liability company

By:_____
Name:_____
Title:_____

This _____day of _____, 2025

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of SOMERSET LAND LLC, a Florida limited liability company, on behalf thereof, who is ☐ personally known to me, or ☐ produced _____ as identification.

_____
Notary Public Signature
[AFFIX NOTARY SEAL]
Print Notary Name:_____
My commission expires:_____

[Signatures Continues on Following Page]

SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

By:_____
Name:_____
Title:_____

This _____day of _____2025.

Attest:

By:_____
Name:_____
Title:_____

Approved as to Form:

By:_____
Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida, on behalf thereof, who is ☐ personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

TRANSFER AGREEMENT
Somerset and Acts

THIS TRANSFER AGREEMENT (the "Agreement") is made and executed as of the Effective Date by and between **ACTS 88, LLC**, a Florida limited liability company ("Acts 88"), **SOMERSET LAND, LLC**, a Florida limited liability company ("Somerset") (collectively, Somerset and Acts shall be referred to as the "Developer") and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA,** a body corporate and public subdivision of the state of Florida ("District").

W I T N E S S E T H:

WHEREAS, District is the owner of a portion of Explorer Boulevard located in Hernando County known as Parcel No.: R12 423 17 0000 0010 0020 ("the District Property"), which is a currently improved public road providing access to the District's Explorer K-8 School (the "School"); and

WHEREAS, Somerset is the owner of certain real property in Hernando County, Florida, known as Parcel ID: R13 223 17 3555 0000 0000 (the "Somerset Property"); and

WHEREAS, Acts is the owner of certain real property in Hernando County, Florida, known as Parcel ID: R13 423 17 0000 0010 0050 (the "Acts Property"); and

WHEREAS, Hernando County (the "County") and Somerset are parties to that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (the "Development Agreement") pursuant to which Somerset is required to extend Explorer Boulevard to the south, add additional access, perimeter security fencing and gates, and queuing for the School; and

WHEREAS, the County has requested that the District dedicate and transfer to the County the District Property to (i) allow the County to incorporate Explorer Boulevard into the County road system so that a collector road for the County is constructed which will eliminate access and traffic issues; and (ii) transfer all maintenance and operational responsibilities to the County (collectively, the "Dedication"); and

WHEREAS, in consideration for the District's Dedication to the County, Somerset has agreed to transfer to District, and District has agreed to acquire from Somerset, a portion of the Somerset Property depicted on Exhibit "A" attached hereto and incorporated herein, and Acts has agreed to transfer to District, and District has agreed to acquire from Acts, a portion of the Acts Property depicted on Exhibit "B" attached hereto and incorporated herein, both parcels are together with all rights and appurtenances thereto, including, but not limited to, rights of ingress and egress, any and all air space rights and interests and subsurface rights and interests, mineral rights, timber rights, riparian and littoral rights, together with all pertinent rights and interest pertaining to adjacent streets and roadways (collectively referred to as the "Real Property") all in accordance with the terms and conditions contained in this Agreement; and

WHEREAS, the conveyance by Developer to District shall also include all intangible property now or on the Closing Date (as hereinafter defined) owned or held by Developer in connection with the Real Property, including, without limitation, all engineering, designs, plans, specifications, land plans, studies, marketing reports, licenses, franchises, permits, contracts rights, agreements, zoning rights, density rights, development rights, TDRs, prepaid impact fees, credits for impact fees, mobility fees, access, service or other fees of any kind, and other entitlements and governmental applications, submittals and approvals which relate to the use, ownership and/or development of the Real Property, development orders and approvals, concurrency certificates or certifications and vested rights or claims of estoppel against governmental agencies, if any, to the extent such items exist (collectively, the "Intangible Property"). The Real Property and Intangible Property are hereinafter collectively called the "Property."

NOW, THEREFORE, in consideration of the foregoing, the District's Dedication, the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by all the parties, it is agreed as follows:

1. Incorporation of Recitals. The parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Agreement.

2. Conveyance and Title. Subject to the terms and conditions of this Agreement and for the consideration set forth herein, Developer agrees to convey, transfer, assign, and deliver to District at Closing all of the following:

(a) Fee Simple Title to the Property by Special Warranty Deed ("Deed") free and clear of any lease, lien or claim except taxes for the current year and the Permitted Exceptions (defined below). Developer hereby agrees to satisfy and discharge any liens attributable to Developer on the Property prior to or at Closing.

(b) All of Developer's right, title and interest, if any in and to all Intangible Property.

(c) Exclusive possession of the Property unencumbered by any leasehold and/or possessory interest of any kind by any third party unless expressly stated in this Agreement.

3. Verification of Title and Environmental.

(a) Within fifteen (15) days after the Effective Date, District shall obtain, at Developer's expense, a title insurance commitment ("Commitment") issued by Gray Robinson, P.A. as "Title Agent" for Old Republic National Title Insurance Company ("Title Company") agreeing to provide, on the current ALTA marketability policy form, an owner's title insurance policy ("Title Policy"), which shall show insurable fee simple title to the Property to be vested in Developer and shall name District as the proposed insured. Developer shall pay the costs of the Commitment and of the Title Policy including any title examination or investigation fees and the costs for the premium for the Title Policy to be issued pursuant to the Commitment. District shall be entitled to make objections to title if (i) the form of the Commitment is other than as described in this paragraph, or (ii) the Commitment reveals any exceptions to title (other than the lien of

taxes not yet due and payable) that are not acceptable to District in its sole discretion ("Title Defects"). District shall notify Developer of any title objections within ten (10) days of receipt of the Commitment ("Title Objection Notice"). Developer shall notify District within five (5) business days after the date of the Title Objection Notice as to whether or not it elects to remove or cure any Title Defects. If Developer elects to remove or cure any Title Defects, Developer shall have thirty (30) days after the receipt of Title Objection Notice within which to resolve District's title objections (the "Cure Period"). In the event Developer is unable to satisfy District's objections within the Cure Period, Developer shall notify District, prior to the expiration of the Cure Period, of its failure to cure such Title Defects. If Developer notifies District that it elects not to cure any Title Defects or if Developer notifies District that it did not cure any and all Title Defects within the Cure Period, District may, within five (5) business days after receipt of such notice from Developer, either: (i) cancel this Agreement; or (ii) waive in writing its Title Defects and accept the condition of title. Title exceptions (exclusive of any liens, all of which Developer hereby agrees to satisfy on or before Closing, except in the event any such lien is contested by Developer in which event Developer shall obtain a bond securing payment of such lien) approved or accepted in writing by District shall hereinafter be referred to as "Permitted Exceptions." Notwithstanding anything to the contrary contained in this Agreement, any mortgages, construction liens or other monetary encumbrances ("Monetary Liens") shall not constitute Permitted Exceptions and shall be satisfied in full by Developer on or prior to the Closing. At least five (5) days prior to Closing, District shall cause the Commitment to be updated, and District shall have the right to object to any new title matters revealed by the updated Commitment. In the event the updated Commitment shows any matter not disclosed on the initial Commitment, then such matter shall be treated as a title defect under the procedure set forth above; provided however, that if District terminates this Agreement as a result of such new matter not disclosed by the initial Commitment, then Developer shall immediately reimburse District for any and all out-of-pocket loss, cost, or expense reasonably incurred by District in connection with the entering into and performance of this Agreement (the "Out-of-Pockets Reimbursement Obligation"), and thereafter the parties shall be relieved of any further obligations of this Agreement except such obligations that survive termination of this Agreement.

(b) Environmental Audit. Within the Inspection Period, District may, at Developer's sole cost and expense, obtain a Phase I Environmental Audit for the Property (the "Phase I Audit"). In the event that the Phase I Audit indicates that the Property contains any Hazardous Material or the potential for Hazardous Materials, then District may perform a Phase II Environmental Audit ("Phase II Audit") for the Property; provided, however, that prior to the performance of any Phase II Audit (except normal and customary geotechnical investigations, percolation tests, and soil borings tests), the proposed scope of work and the party who will perform the work shall be subject of Developer's review, comment and approval, which approval shall not be unreasonably withheld, delayed, or conditioned. In the event that the results of the Phase I Audit or Phase II Audit for the Property are unacceptable to District, in District's sole discretion, then District may terminate this Agreement and thereafter neither party shall have any further obligations hereunder.

4. Survey and Legal Description. Within forty-five (45) days of the Effective Date, District shall obtain, at Developer's sole cost and expense, a current survey of the Property prepared by a duly licensed land surveyor ("Survey"), which shall include a legal description of the Property. The legal description shall be subject to review and approval by District and shall be

finalized and approved prior to the expiration of the Inspection Period. Any revisions to the survey or legal description required to correct errors, clarify boundaries, or conform to the parties' agreement shall be promptly made by the surveyor at Developer's expense. In the event the Survey shows any encroachments upon, from, or onto the Property or on or between any building setback line, property line, or any easement, which, in District's reasonable discretion, affects District's use of the Property or affects the marketability of the Property, such encroachment shall be treated in the same manner as a title defect under the procedure set forth in Section 3. The Survey may be updated no later than ten (10) days prior to Closing. In the event the updated Survey shows any matter not disclosed on the initial Survey, then such matter shall be treated as a title defect under Section 3 above; provided however, that if District terminates this Agreement as a result of such new matter not disclosed by the initial Survey, then Developer shall immediately satisfy the Out-of-Pockets Reimbursement Obligation, and thereafter the parties shall be relieved of any further obligations of this Agreement except such obligations that survive termination of this Agreement.

5. Inspection and Cooperation.

(a) Inspection Period. District, and its designees, shall have sixty (60) days after the Effective Date ("Inspection Period") to complete all things such as tests, inspections, studies and investigations (the "Inspection Rights") as may be deemed appropriate by District in its sole and absolute discretion to determine whether or not the Property is suitable for District's purposes and whether or not it is in District's best interest to consummate the transaction contemplated by this Agreement. It is acknowledged and agreed by Developer that no examination by District, its representatives or agents, shall be deemed to constitute a waiver or relinquishment on the part of District of its right to rely on the covenants, representations, warranties, or agreements made by Developer in this Agreement. In the event District determines that it is not in District's best interest to consummate the transaction contemplated by this Agreement, in District's sole discretion, District may cancel this Agreement by delivering notice of such election to Developer at or prior to the expiration of the Inspection Period, in which event neither Developer nor District shall have any continuing obligations under this Agreement except for those that expressly survive termination.

(b) Cooperation. Developer hereby grants to District and its designees the right to enter upon the Property to exercise the Inspection Rights in order to determine whether the Property is suitable for District's purposes, and Developer hereby agrees to cooperate with District and to execute any applications or other documents reasonably requested by District in connection with the Inspection Rights. Any tests conducted in connection with the Inspection Rights shall be conducted so as not to damage the Property. District agrees to promptly repair or restore the Property to the same condition as existed prior to District's entry thereon. All such entries onto the Property shall be at the risk of District, and Developer shall have no liability for any injuries sustained by District or any of District's agents or contractors. District agrees to indemnify and hold Developer harmless from any and all loss, claim, action, demand or liability which may arise against the Developer or the Property by virtue of District exercising its Inspection Rights provided, however, District shall not be liable to Developer for the mere discovery of a condition at the Property without exacerbating such condition or any damage caused by Developer or Developer's agents, employees or contractors.

(c) Developer's Due Diligence Documents. Within five (5) business days after the Effective Date, Developer shall provide, at its cost, to District any and all surveys, studies, test/inspection results, plans, reports and any other materials which Developer has in its possession and which relate to the condition and/or development of the Property, along with copies of any leases or other unrecorded agreements affecting the Property to assist District in the exercise of its Inspection Rights (the "Due Diligence Documents"). If after the date of the delivery of the Due Diligence Documents, Developer obtains other items that constitute Due Diligence Documents, Developer shall promptly deliver the additional Due Diligence Documents to District.

6. Developer's Improvement Work. Pursuant to the Development Agreement, Developer is required, without limitation, to extend Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, queuing, and a new marquee of similar or better quality for the School for the District's school as well as construction and upgrading of District's drainage (collectively, the "Improvement Work"). The parties agree that the plans attached hereto as Exhibit "C" (the "Plans") have been approved by the District, the County, and Duke Energy Florida LLC, a Florida limited liability company ("Duke") and shall be subject to the approval by any and all jurisdictions having authority over the Improvement Work (collectively, any and all jurisdictions having authority over the Improvement Work shall be referenced as the "Governing Authority"). Any modifications to the Plans attached hereto must be approved in writing by the District's governing board and any Governing Authority. Developer and District shall create a schedule for the Improvement Work for the minimal disruption of school operations. This plan shall be mutually approved by both parties and such approval shall not be unreasonably withheld. Developer agrees to commence the Improvement Work is accordance with the plan. The District acknowledges that the timing of the improvements will be governed by the need for the access as additional phases of Somerset Bay are developed and shall also governed by Utility Relocation to be conducted by Duke Energy. Developer will commence the Improvement Work within six (6) days after the Effective Date (the "Commencement Deadline"), and the Improvement Work will be substantially complete no later than eighteen (18) months after the Effective Date ("Completion Deadline"), unless such deadlines are modified by both parties' approval.

(a) Compliance. All Improvement Work to be completed by Developer shall be completed in accordance with the Governing Authority, local and state laws, regulations, ordinances and building codes and shall be completed by appropriate licensed, insured and bonded contractors in a good and workmanlike manner. Developer shall be solely responsible for obtaining any and all permits, approvals, and authorizations required by the Governing Authority or regulatory agency in connection with the construction of the Improvement Work, including, without limitation, the District. Developer shall submit all required plans and documents to the District (and its third-party building official, if applicable) for review and approval prior to commencement of construction. Developer shall pay, at its sole cost and expense, all fees, charges, and expenses assessed by the District's third-party building official or any other reviewing agency for plan review, permitting, and inspections associated with the construction of the Improvement Work. Developer shall also comply with all conditions of such permits and approvals and shall promptly provide the District with copies of all permits and inspection reports upon request.

(b) Coordination of Construction. Developer shall maintain continuous, safe, and convenient access for school buses, staff, parents, emergency vehicles, and students at all times

during construction. Any temporary detours or closures affecting access routes shall be coordinated in advance with the District and shall not occur during school arrival or dismissal hours unless expressly approved in writing by the District. Developer shall implement appropriate traffic control measures, signage, and flagging personnel as necessary to ensure safe and efficient traffic flow during all construction activities. A traffic control plan, if required by the District or any governmental authority, shall be submitted for review and approval prior to commencement of construction. Developer shall coordinate construction schedules with the District's Director of Facilities and Construction or other designee to minimize disruption to school operations, including testing periods, events, and transportation schedules. Construction activities generating excessive noise, dust, or vibration shall be restricted during regular school hours to the extent reasonably practicable. Any damage to school access drives, parking areas, sidewalks, or related infrastructure caused by construction activities shall be promptly repaired or restored by Developer, at its sole cost and to the District's satisfaction.

(c) Drainage Easement. In connection with the grading and slope alterations that are necessary for Developer's construction of the Improvement Work, District will be required to obtain a perpetual, non-exclusive drainage easement from Somerset over, upon, across, through and under a portion of Somerset Property. At Closing, Somerset and District will execute and record a Drainage Easement Agreement in the form attached hereto as Exhibit "D".

(d) District Takeover Rights. If Developer does not commence the Improvement Work by the Commencement Deadline or complete the Improvement Work by the Completion Deadline, then District, at District's sole option, may elect (by providing written notice of such election to the Developer) to complete installation of the Improvement Work in a timely manner in accordance with the Plans for such Improvement Work, in which case all direct costs and expenses incurred by District in doing so shall be payable to District from Developer plus an amount equal to ten percent (10%) of such direct costs and expenses. All payment requests from District under this section shall be paid within fifteen (15) days after receipt of such invoice and receipts therefor, after which such amounts shall bear interest at ten percent (10%) per annum until paid.

(e) Default. Notwithstanding and in addition to Section 15 of this Agreement, in the event Developer fails to comply with any term or condition of this Section 6, including but not limited to restoration obligations, or time limitations, District shall have the right, upon written notice to Developer, to pursue any and all remedies available at law or in equity. Developer shall be responsible for all costs and expenses incurred by District in enforcing the terms of this Section, including reasonable attorneys' fees and costs (whether incurred before or after litigation, at trial or on appeal). The rights and remedies provided herein are cumulative and in addition to any other rights and remedies available under applicable law or under the terms of this Agreement.

7. Conditions Precedent to District's Performance. The obligations of District to close this Agreement shall, unless waived in writing by District, be subject to the following conditions (the "Conditions Precedent"):

(a) Correctness of Representations and Warranties. The Representations and Warranties of Developer set forth in Section 12 shall be true on and as of the Closing Date with the same force and effect as if such Representations and Warranties had been made on and as of

the Closing Date. Developer shall execute a Certificate of Representations and Warranties at Closing. In the event the Representations and Warranties of Developer set forth herein become untrue or inaccurate after the Effective Date and Developer fails to cure such occurrence prior to the Closing, District may, upon its receipt of Developer's disclosure of the inaccuracy, and in addition to any rights or remedies provided for in this Agreement: (i) accept the Property and close under the provisions of this Agreement, subject to the matters relating to the untrue or inaccurate representation or warranty; or (ii) terminate this Agreement, whereupon Developer shall immediately satisfy the Out-of-Pockets Reimbursement Obligation. District shall be deemed to have waived option (ii) above if not timely elected;

(b) Title; Survey; Physical Condition and Environmental Inspections. The condition of title, the matters reflected on the Survey, and the physical and environmental condition of the Property shall remain unchanged since the dates of such inspections, surveys and reports, which District obtained during the Inspection Period, each through the Closing;

(c) Improvement Work. Developer shall have completed the Improvement Work in accordance with the Plans and subject to the satisfaction of District.

(d) Compliance by Developer. Developer shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Developer prior to or as of the Closing.

(e) Authority Documents. Developer shall provide the title company with sufficient evidence regarding Developer's authority to execute and consummate the transactions contemplated in this Agreement to meet the title insurance company's requirements for issuance of the Title Policy; and

(f) No Moratorium. There shall be no governmental moratorium or other governmental action of general applicability that shall prevent the development of the Property, or any portion thereof or otherwise affect District's use.

In the event that all of the Conditions Precedent have not been satisfied prior to the Closing Date, District shall have the right by written notice to Developer no later than the Closing Date, to: (a) waive all of the Conditions Precedent and proceed to Closing; or (b) terminate this Agreement. In the event the District elects option (b) of the preceding sentence, thereafter the parties shall have no further obligations to each other, except as otherwise set forth herein. If on or before the Closing Date, District fails to close or give the notice required by the preceding sentence for any reason other than Developer's default, then this Agreement shall automatically terminate at 5 p.m. local on the Closing Date with no further action required by either party, and thereafter the parties shall have no further obligations to each other, except as otherwise set forth herein. Notwithstanding any provision to the contrary contained herein, in the event that Developer is in default or caused the failure of any of the Conditions Precedent, and District elects to terminate this Agreement, then Developer shall immediately satisfy the Out-of-Pockets Reimbursement Obligation, and District shall also be entitled to pursue its rights and remedies set forth in Section 15.

8. Closing. Provided all Conditions Precedent to Closing stated in Section 7 of this Agreement shall be satisfied or waived by District, in writing, the transfer of the Property shall occur fifteen (15) days after Developer has completed the Improvement Work in accordance with the Plans and to the satisfaction of District (the "Closing" or "Closing Date"). The Closing shall occur through the offices of Title Agent or at such other place as agreed upon by the parties. The parties shall not be obligated to attend Closing and may submit the documents required of it by mail, Federal Express or other delivery service.

9. Adjustments and Prorations. The following are to be prorated and apportioned as of the date of Closing:

(a) Real estate taxes for the year of Closing shall be prorated through the date of Closing pursuant to section 196.295, Florida Statutes, and the parties shall cooperate in removing the Property from the tax collection rolls.

(b) All liens or assessments, special or otherwise, against the Property, as of the date of Closing, shall be paid in full by Developer.

(c) Any water, electricity or other utility charges for services furnished to the Property through the date of Closing shall be paid by Developer.

(d) Real estate taxes for tax years preceding the date of the Closing shall be paid by Developer.

If, after the Closing, the actual amount of any adjustments pursuant to this Section 9 are determined by the tax collector and differ from the amount prorated at Closing, Developer shall be solely responsible for payment of all taxes prior to Closing, regardless of adjustment in the amount from the tax collector. The obligations of the parties under this Section shall survive Closing and shall not be subject to any limitation period.

10. Expenses of Closing. Developer shall pay and be responsible for (i) any documentary stamp, transfer or similar taxes due on or in relation to the transfer of the Property, (ii) the cost of the Commitment and premium for the Title Policy, (iii) the cost of the Survey and Phase I Audit, and (iv) the cost of recording any corrective instruments. District shall pay and be responsible for (i) the cost of any requested endorsements for the Title Policy, and (ii) the cost of recording the Deed. Each party shall be responsible for its own attorney's fees and costs, except as provided otherwise by this Agreement.

11. Closing Documents.

(a) Developer shall execute and/or deliver or cause to be delivered the following documents at Closing:

(i) The Deed, subject only to the Permitted Exceptions;

(ii) The Title Policy issued by the Title Agent, as agent for Title Company, insuring good and indefeasible fee simple title to the Real Property in the District subject only to the Permitted Exceptions;

(iii) Owner's Affidavit as may be required by the Title Company to remove the standard mechanic's lien, possession and gap exceptions from the Title Policy;

(iv) An assignment, duly executed and acknowledged by Developer, assigning all Developer's right, title and interest in and to any and all items of Intangible Property, to include all permits, approvals, impact fee credits, concurrency rights, and development agreements;

(v) The closing statement itemizing the dollar amounts of all financial matters related to the Closing, including the adjustments and prorations provided herein;

(vi) The originals of all items constituting Intangible Property in Developer's possession or obtainable by Developer;

(vii) Certificate of Representations and Warranties;

(viii) The Drainage Easement Agreement;

(ix) Non-foreign affidavit from Developer evidencing that District shall not be liable for transfer liability under Section 1445 of the Internal Revenue Code, as amended and any reporting statements required under Section 1099 of the Internal Revenue Code (FIRPTA Affidavit); and

(x) Such other documents as may be required, necessary or useful in consummating the transaction contemplated by this Agreement; and

(b) District shall execute and/or deliver the following at Closing:

(i) A countersigned copy of the Drainage Easement Agreement;

(ii) The closing statement itemizing the dollar amounts of all financial matters related to the Closing, including the adjustments and prorations provided for herein; and

(iii) Such other documents as may be required, necessary or useful in consummating the transaction contemplated by this Agreement.

12. Developer Representations, Warranties and Covenants.

(a) Representations and Warranties. In order to induce District to enter into this Agreement, Developer hereby makes the following warranties and representations, which warranties and representations shall be true and correct as of the Closing and shall be reconfirmed by Developer in an affidavit executed by Developer at Closing and shall survive Closing ("Representations and Warranties"):

(i) Authority to Enter into and Consummate the Offer. The execution and delivery of this Agreement, and the consummation of the transaction contemplated hereby, will not violate or result in a breach of or constitute a default under any provision of any contract, lien, instrument, order, judgment, decree, ordinance, regulation or other restriction of any kind to

which Developer or the Property is or may be bound and affected. Developer has the power and authority and has obtained approval from all entities and persons required by Developer to approve the transaction contemplated by this Agreement to enter into, deliver and perform this Agreement, to execute and deliver all documents required hereby, to convey all of its right, title and interest in and to the Property, and to otherwise take all steps necessary in the performance of the duties and obligations of Developer hereunder. Developer is not a "foreign person" under Section 1445 of the Internal Revenue Code of 1986, as amended, and at Closing, Developer shall provide an affidavit satisfactory to District confirming such fact.

(ii) Compliance with the Law. There are no violations of any applicable laws, ordinances, regulations, statutes, permits, rules and restrictions pertaining to and affecting the Property.

(iii) Litigation. There are no pending or, to the best of the Developer's knowledge, threatened matters of litigation, administrative action or arbitration against the Developer or the Property, or any pending or threatened eminent domain, expropriation, condemnation or other governmental proceedings involving a taking of the Property or any part thereof or contesting or seeking to restrain or prevent the consummation of the transactions contemplated hereby. No attachments, execution proceedings, assignments, insolvency, bankruptcy or reorganization proceedings are pending or threatened or available against or contemplated by Developer.

(iv) Developer Defaults. Developer is not in default under the provisions of any deed of trust or other encumbrance, lien, or restriction on the Property. During the term of this Agreement, Developer shall pay all amounts and perform all obligations required to be paid or performed by Developer under any such deed of trust or other encumbrance, lien or restriction. Developer shall notify District in writing of any notices received, including any notices of default, from any lien holder who claims an interest in the Property.

(v) Certain Information. All records and other documents which have been, or are to be, delivered by Developer under this Agreement are, or in the case of future deliveries, will be, true, accurate and complete, and fairly present the information set forth therein in a manner which is not misleading.

(vi) Parties in Possession/Interests of Others. Developer hereby warrants and represents that there are no parties in possession of any portion of the Real Property or anyone other than Developer with any rights to occupy or use the Real Property or any part thereof or any interest therein. There is no legal or equitable interest in the Property owned or claimed by any person or entity other than Developer, except for interests to be terminated at Closing and interests specifically disclosed or permitted herein.

(vii) Commitments. No commitments, agreements or representations have been made to or with any condominium association, property owners association, property owner, governmental authority, utility company, school board, or to any other organization, group or individual relating to the Property, which would impose any obligation upon District or its successors or assigns, or any fee simple owner of the Property or restrict development of the

Property according to existing laws, regulations and ordinances, other than what may be recorded among the public records of the county in which the Property is located.

(viii) Burial Sites. No portion of the Property is or has been used as a grave site, nor has any portion of the Property been used as a gravel pit, quarry, or other industrial use that would impair or inhibit District's ability to use the Property.

(ix) Endangered Species. To the best of Developer's knowledge, the Property contains no threatened or endangered species or endangered or protected habitats or items of archaeological significance as defined by applicable state and Federal laws. There are no known geological formations or conditions that might affect the use or development of the Property.

(x) Bankruptcy. There are no attachments, executions or assignments of the Property for the benefit of creditors and Developer has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the laws of the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against Developer within the past year nor is Developer currently insolvent.

(xi) Complete Disclosure of Agreements. Developer is not a party to any leases, options, contracts, franchise agreements or agreements creating rights in favor of any third parties affecting the Property in any manner whatsoever, nor shall there be any such leases, options, contracts, franchises or rights of third parties granted by Developer during the term of this Agreement. Any contracts or leases which District does not agree to assume shall be terminated at Closing.

(xii) Special Assessments and Taxes. All taxes, assessments, fees and other governmental charges levied or assessed upon Developer with respect to the Property which would otherwise be due and payable have been paid by Developer, and that any accruing or unpaid taxes, assessments, fees and other governmental charges levied or assessed upon Developer with respect to the Property through the Closing Date will be paid in full by Developer with the exception of any that are to be prorated through Closing.

(xiii) Mechanics' Laborers' and Materialmen's Liens. No work has been performed on the Property which could give rise to any mechanics', laborers' or materialmen's liens being placed on the Property. Developer has fully paid all laborers and materialmen for prior improvements to, and work performed on, the Property, or the applicable lien periods have expired and Developer shall execute an owner's affidavit concerning these matters in a form and content acceptable to the title insurance company issuing the Title Policy which will enable the title insurance company to remove all standard exceptions, including those for mechanics' and materialmen's liens arising under Chapter 713, Florida Statutes.

(xiv) Anti-Terrorism Law. Developer is not, and will not be, a person or entity with whom District is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including

without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

(xv) Environmental Warranties. To the knowledge of the Developer, (i) no friable asbestos containing material is in use, or is or has been stored or disposed of, on or upon the Property, (ii) no polychlorinated biphenyls ("PCBs") are located on or in the Property in any form or device, including, without limitation, in the form of electrical transformers, except in compliance with applicable environmental laws, and (iii) no above ground or underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled.

Developer further represents and warrants that to its knowledge the Property (including underlying soil and groundwater conditions) is not in violation of any state, local, federal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and that during the Developer's or its affiliates' ownership of the Property, it has not used, generated, stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, petroleum products or related materials, on, under or about the Property. For purposes hereof, the terms "disposal", "release", "threatened release", "hazardous substances" and "hazardous waste" shall mean and include the definitions thereof set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. §9601 et seq., ("CERCLA"), and the regulations adopted pursuant to CERCLA, and/or under the Resource Conservation and Recovery Act, 42 U.S.C.A. §6901 et seq. ("RCRA"), and the regulations adopted pursuant to RCRA and all other federal, state, county, local and other laws, ordinances, codes, statutes, rules, regulations, decrees and orders relating to or imposing liability or standards of conduct regarding environmental or hygienic matters. The term "hazardous materials" shall include "solid waste" (as that term is defined under RCRA and the regulations adopted pursuant to RCRA), "hazardous waste" (as that term is defined under RCRA and the regulations adopted pursuant to RCRA), "hazardous substance" (as that term is defined under CERCLA and the regulations adopted pursuant to CERCLA), and other pollutants, including, without limitation, petroleum products, and any solid, liquid, gaseous or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis or chemicals.

(xvi) Human Trafficking. Developer Land, LLC does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Developer will execute the affidavit attached hereto as Exhibit "E" contemporaneously with the execution of this Agreement.

In addition to any other remedies provided in this Agreement for a breach of a representation or warranty by Developer, Developer hereby agrees to indemnify, defend and hold District harmless from and against any and all actual damages, including attorneys' fees and other litigation costs and expenses District may suffer, sustain, or incur as a result of any material misrepresentation, or material breach of any warranty, of Developer, as specifically set forth in this Section 12, or any document or instrument executed or to be executed by or on behalf of Developer pursuant to this Agreement, or in furtherance of the transaction contemplated hereby. All Representations and Warranties herein shall be renewed at Closing, shall survive Closing and the delivery of the Deed to the Real Property for a period of two (2) years.

(b) Covenants and Agreements of Developer. Developer covenants and agrees with District as follows:

(i) No improvements shall be constructed on the Property prior to Closing except for the Improvement Work.

(ii) From and after the date hereof, Developer will not: (i) create or incur, or suffer to exist, any mortgage, lien, pledge, or other encumbrance in any way affecting the Property, other than the lien for taxes not yet due and payable; or (ii) commit any waste or nuisance upon the Property.

(iii) Developer will not, without the prior written consent of District, which consent may be withheld in District's sole discretion, enter into any mortgage, lease, or agreement affecting the Property.

(iv) Developer shall advise District of any litigation, arbitration, or administrative hearing before any governmental agency concerning or affecting the Property which is instituted or threatened subsequent to the date hereof.

(v) Developer shall not (i) sell the Property or market the Property for sale (which shall include entering into a back-up Agreement with respect to the Property); or (ii) intentionally take any action which would have the effect of violating any of the Representations and Warranties of Developer contained in this Agreement in a material manner.

13. Brokerage Commission. Each party represents to the other that no broker has been involved in this transaction. It is agreed that any party to this Agreement who knowingly takes actions or knowingly makes commitments forming the basis of any claim for a brokerage commission agrees to indemnify and hold harmless the other party hereto from and adjust any and all such claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transaction contemplated hereby.

14. District's Default. In the event District shall fail to timely comply with any material covenant or obligation on the part of the District to be performed, and Developer shall have performed all of its covenants, agreements and obligation hereunder, Developer shall notify District of any such default and the action Developer deems necessary to cure such default, and District shall have ten (10) business days from receipt of such notice in which to cure any such default. In the event District fails to cure such default within said cure period, then Developer, as Developer's sole and exclusive remedy, shall have the right to terminate this Agreement by giving written notice thereof to District, whereupon neither party hereto shall have any further rights or obligations hereunder.

15. Developer's Default. In the event of a default by Developer under this Agreement or if Developer's warranties and representations contained herein are not correct, at the option of the District (i) it may terminate this Agreement by delivering written notice thereof to the Developer and the Title Agent, in which event, Developer shall pay the Out-of-Pockets Reimbursement Obligation, (ii) District shall be entitled to seek to enforce specific performance of Developer's obligations hereunder, or (iii) if Developer has taken any action that renders the

remedy of specific performance not available, then exercise any other right or remedy District may have at law or in equity by reason of Developer's default including, but not limited to, the recovery of damages and attorneys' fees incurred by District in pursuing its remedy.

16. Risk of Loss. If prior to the Closing there shall occur a sinkhole or other casualty to all or any portion of the Property which would interfere with District's use of the Property, in District's sole discretion, or would cost in excess of One Hundred Thousand Dollars and 00/100 Dollars ($100,000.00) (as reasonably determined by an independent party mutually acceptable to District and Developer) to remediate, District shall elect either of the following by notice given to Developer within ten (10) business days after District becomes aware of such damage or destruction:

(a) to terminate this Agreement, whereupon neither Developer nor District shall have any continuing obligations unto the other; or

(b) to consummate this Agreement, in which event Developer shall assign to District its rights under any insurance policy covering such damage or destruction to the proceeds payable on account of such damage or destruction.

17. Condemnation. If any authority having the right of eminent domain shall commence negotiations with Developer or shall commence legal action against Developer for the damaging, taking or acquiring of all or any part of the Property either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, Developer shall immediately give notice of the same to District. Upon the occurrence of any of the foregoing events, District shall have the right, at its option, to terminate this Agreement by giving notice thereof to Developer on or before the date of Closing, in which event District shall be released of all further obligations. If District does not so terminate this Agreement, at the Closing, Developer shall assign to District all rights of Developer in and to any such awards, settlement proceeds or other proceeds which are payable at or after the date of Closing. The risk of condemnation or eminent domain shall be borne by the Developer until the date of Closing. In the event of any negotiations with any authority regarding the payment of any awards or other sums or regarding any settlement on account of any damaging, taking or acquiring through condemnation or eminent domain, Developer will inform District of all such negotiations of which Developer has notice and will permit District to take part therein.

18. Notice. Notice shall be delivered to the addresses contained herein, or as further directed by either party upon written notice to the other party, and shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery to a recognized courier, delivery service such as Federal Express, or postmark by the U.S. Postal Service, or (c) delivery by electronic mail provided that the receiving party provides acknowledgment of receipt:

Acts 88: Acts 88, LLC.
Mark Taylor, Manager
PO Box 10779
Brooksville, Florida 34603
Email: marktaylor@tampabay.rr.com

Somerset:	Somerset Land, LLC. Ron Bastyr, Manager 18125 Wayne Road Odessa, Florida 33556 Email: ronbastyr@yahoo.com
District:	SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA 919 North Broad Street Brooksville, FL 34601 ATTN: Superintendent Email: pinder_r@hcsb.k12.fl.us
With a copy to:	SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA 919 North Broad Street Brooksville, FL 34601 ATTN: School Board Attorney & General Counsel Email: mockler_c@hcsb.k12.fl.us
And:	GRAY ROBINSON, P.A. Attn: Kristin Kowaleski, Esq. 101 East Kennedy Blvd, Suite 4000 Tampa, Florida 33602 Email: Kristin.kowaleski@gray-robinson.com

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days' advance written notice of such change of address. Notices given otherwise than by mail shall be deemed given upon actual receipt thereof.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the Property described herein. This Agreement may not be amended or modified orally. All understandings and agreements heretofore between the parties with respect to the Property are merged in this Agreement, which alone fully and completely expresses their understanding. Handwritten and initialed provisions shall supersede typewritten provisions.

20. 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 and 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.

21. Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except in writing duly executed by the parties hereto.

22. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

23. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

24. Time. Time is of the essence with respect to all matters contained herein. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day.

25. Attorneys' Fees. In any litigation which arises between the parties under or related to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in such litigation from the other party.

26. Counterparts. This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together as representing one agreement between the parties hereto.

27. Effective Date. The effective date ("Effective Date") of this Agreement shall be the last date that either District or Developer executes this Agreement.

28. Validity. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect.

29. Miscellaneous. Whenever used, the singular number shall include the plural; the plural number shall include the singular; and the use of any gender shall include all genders.

30. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for any action, proceeding, or dispute arising out of or relating to this Agreement, the Property, or any transaction contemplated hereby shall lie exclusively in the state courts located in and for the county in which the Property is located. The parties hereby waive any objection based on forum non conveniens and consent to the personal jurisdiction of such courts.

31. Digital Image. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

32. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Developer, Developer hereby agrees to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing, any and all further acts, deeds and assurances as District may reasonably require to: (i) evidence and vest in District the ownership of, and title to, all of the Property; and (ii) consummate the transaction contemplated hereunder.

33. Joint and Several Liability. Where two or more entities constitute the Developer under this Agreement, each such entity shall be jointly and severally liable for the full and timely performance of all obligations, liabilities, covenants, and indemnities of Developer under this Agreement. The obligations of each such entity are independent, and the non-default of one entity

shall not limit or impair the enforceability of this Agreement against any other entity. The other party may proceed against any one or more of such entities without the necessity of first proceeding against the others.

[Signatures appear on the following page(s)]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ACTS 88:

ACTS 88, LLC, a Florida limited liability company

By:_____
Name:_____
Title:_____

Date: _____, 202__

SOMERSET:

SOMERSET LAND, LLC, a Florida limited liability company

Signature: _____
Name:_____
Title:_____

Date: _____, 202__

SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

By:_____
Name:_____
Title:_____

Date: _____, 202__

Attest:

By:_____
Name:_____
Title:_____

Approved as to Form:

By:_____
Name:_____
Title:_____

Exhibit "A"

Legal Description of Somerset Property

***NOTE*: Legal description and acreage of the Property to be confirmed and updated as necessary upon receipt of the Survey**

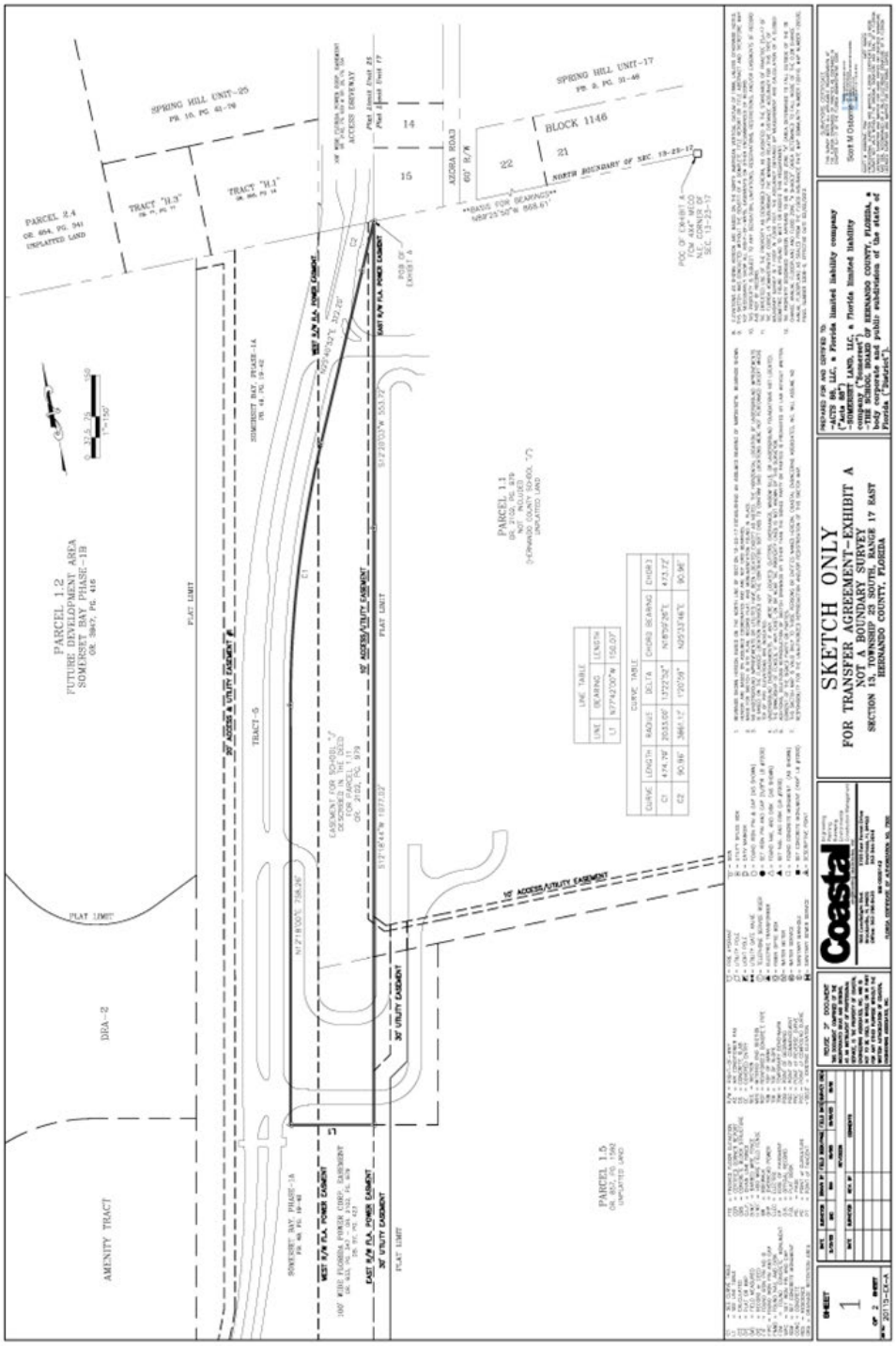


EXHIBIT A LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 868.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 347 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°20'03"W, 553.72 FEET; THENCE S12°18'44"W, 1077.02 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, RUN N77°42'00"W, 150.07 FEET; THENCE N12°18'00"E, 758.26 FEE" TO A POINT OF CURVATURE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2033.00 FEET, A CENTRAL ANGLE OF 13°22'52", AND A CHORD BEARING AND DISTANCE OF N18°59'26"E, 473.72 FEET; THENCE ALONG THE ARC OF SAID CURVE 474.79 FEET; THENCE N25°40'52"E, 322.20 FEET TO A POINT OF CURVATURE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3861.13 FEET, A CENTRAL ANGLE OF 1°20'59", AND A CHORD BEARING OF N25°33'46"E, 90.96 FEET; THENCE ALONG THE ARC OF SAID CURVE 90.96 FEET TO THE NORTH LINE OF SAID SECTION 13, AND THE EAST RIGHT-OF-WAY LINE OF SAID POWER EASEMENT, AND THE POINT OF BEGINNING.

CONTAINING 4.48 ACRES MORE OR LESS.

C1 = SEE CURVE TABLE
L1 = SEE LINE TABLE
(C) = CALCULATED
(P) = PLAT OR MAP
(M) = FIELD MEASURED
(R) = RECORD or DEED
F.I.P. = FOUND IRON PIN NO ID
F.I.C. = FOUND IRON PIN AND CAP
FND = FOUND, ALL OTHERS
FDM = FOUND CONCRETE MONUMENT
SPC = SET IRON PIN AND CAP
SCM = SET CONCRETE MONUMENT
CONC = CONCRETE
RES = RESIDENCE
DRA = DRAINAGE RETENTION AREA

FFE = FINISHED FLOOR ELEVATION
CCR = CERTIFIED CORNER REPORT
CBS = CONCRETE BLOCK STRUCTURE
C.L.F. = CHAIN LINK FENCE
B.W.F. = BARBED WIRE FENCE
H.W.F. = HOG WIRE FIELD FENCE
SW = SIDEWALK
O/H = OVERHEAD POWER
ELEC = ELECTRIC
EP = EDGE OF PAVEMENT
O.R. = OFFICIAL RECORD
P.B. = PLAT BOOK
PG. = PAGE
PC = POINT of CURVATURE
PT = POINT of TANGENT

R/W = RIGHT-OF-WAY
AC = AIR CONDITIONER PAD
CS = CONCRETE SLAB
CE = CONCRETE ENTRY
SEC = SECTION
S.S.L.E. = SANITARY SEWER SERVICE
RCP = REINFORCED CONCRETE PIPE
TOB = TOP OF BANK
TOS = TOE OF SLOPE
TBM = TEMPORARY BENCHMARK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT of REVERSE CURVE
PCC = POINT of COMPOUND CURVE
+100.0' = EXISTING ELEVATION

= FIRE HYDRANT
= UTILITY POLE
= LIGHT POLE
= UTILITY GATE VALVE
= TELEPHONE SERVICE RISER
= ELECTRIC TRANSFORMER
= FIBER OPTIC BOX
= WATER METER
= WATER SERVICE
= SANITARY MANHOLE
= SANITARY SEWER SERVICE

"D" = SIGN
= UTILITY SPLICE BOX
= CATV MARKER
= FOUND IRON PIN & CAP (AS SHOWN)
= SET IRON PIN AND CAP (S/BTR LB #7200)
= FOUND NAIL AND DISK (AS SHOWN)
= SET NAIL AND DISK (LB #7200)
= FOUND CONCRETE MONUMENT (AS SHOWN)
= SET CONCRETE MONUMENT (4X4" LB #7200)
= DESCRIPTIVE POINT

1. BEARINGS SHOWN HEREON BASED ON THE NORTH LINE OF SECTION 13-23-17 ESTABLISHING AN ASSUMED BEARING OF N89°25'50"W. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED COORDINATES AND ARE NOT GRID BEARINGS.
2. BASIS FOR SKETCH IS SITE PLAN, RECORD PLAT, AND MONUMENTATION FOUND IN PLACE.
3. NO UNDERGROUND IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. THE HORIZONTAL LOCATION OF UNDERGROUND IMPROVEMENTS IS BASED ON THE FLAGGED LOCATION PROVIDED BY THE CONTRACTOR. SOFT DIGS TO CONFIRM SAID LOCATIONS WERE NOT PERFORMED EXCEPT WHERE TOP OF PIPE ELEVATIONS ARE INDICATED.
4. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED. CUTTERS, OVERHANGS, WINDOW SILLS, OR UNDERGROUND FOUNDATIONS NOT LOCATED.
5. THE OWNERSHIP OF FENCES, IF ANY EXIST, ON OR NEAR THE PROPERTY LINES IS NOT KNOWN BY THIS SURVEYOR.
6. THIS SURVEY AND SKETCH AND ANY COPIES THEREOF OR DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY OR PARTIES.
7. THIS SKETCH MAP IS VALID ONLY TO THOSE PERSONS OR ENTITES NAMED HEREON. COASTAL ENGINEERING ASSOCIATES, INC. WILL ASSUME NO RESPONSIBILITY FOR THE UNAUTHORIZED REPRODUCTION AND/OR REDISTRIBUTION OF THIS SKETCH MAP.
8. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
9. THIS SKETCH WAS CONDUCTED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHT-OF-WAYS, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.
10. THIS PROPERTY IS SUBJECT TO ANY DEDICATION, LIMITATIONS, RESERVATIONS, RESTRICTIONS, AND/OR EASEMENTS OF RECORD NOT SHOWN HEREON.
11. THE EXPECTED USE OF THE PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (SJ-17 OF THE FLORIDA ADMINISTRATIVE CODE), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
12. THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE "X" (AREA DETERMINED TO FALL OUTSIDE OF THE 1% CHANCE ANNUAL FLOODPLAIN) AND FLOOD ZONE "X SHADED" (AREA DETERMINED TO FALL INSIDE OF THE 0.2% CHANCE ANNUAL FLOODPLAIN) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120110, MAP NUMBER 12053C, PANEL NUMBER 0306-G, EFFECTIVE DATE 02/02/2012.

SHEET 2 OF 2 SHEET
JN No 20115-EX-A

DATE	SURVEYOR	DRAWN BY	FIELD BOOK/PAGE	FIELD DATE	SURVEY DEV
2/25/25	SMO	RAA	66/88	05/05/25	05/30

REVISION

DATE	SURVEYOR	REV. BY	COMMENTS

REUSE OF DOCUMENT
THIS DOCUMENT COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.

Coastal Engineering Planning Surveying Environmental Construction Management
engineering associates, inc.
966 Candlelight Blvd. Brooksville, FL 34601 Office: 352-796-9423
3709 East Forest Drive Inverness, FL 34453 352-344-3016
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

SKETCH ONLY
FOR TRANSFER AGREEMENT-EXHIBIT A
NOT A BOUNDARY SURVEY
SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST
HERNANDO COUNTY, FLORIDA

PREPARED FOR AND CERTIFIED TO:
-ACTS 88, LLC, a Florida limited liability company ("Acts 88")
-SOMERSET LAND, LLC, a Florida limited liability company ("Somerset")
-THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida ("District").

SURVEYORS CERTIFICATE
THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Scott M Osborne

SCOTT M. OSBORNE, PSM
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATE NO. LS 6026
DATE SIGNED
SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CONSISTS OF 2 SHEETS AND SHALL NOT BE CONSIDERED FULL AND COMPLETE UNLESS BOTH SHEETS ARE SEEN. ADDITIONAL SHEETS MAY BE ADDED TO THIS SURVEY AT A LATER DATE.
THIS SURVEY IS NOT VALID UNLESS SAID SURVEY IS SIGNED AND SEALED BY A FLORIDA LICENSED SURVEYOR AND MAPPER. SAID SIGNATURE AND SEAL ACCOMPANIED BY A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR ELECTRONIC COPIES

EXHIBIT-A LEGAL DESCRIPTION (EX-A)

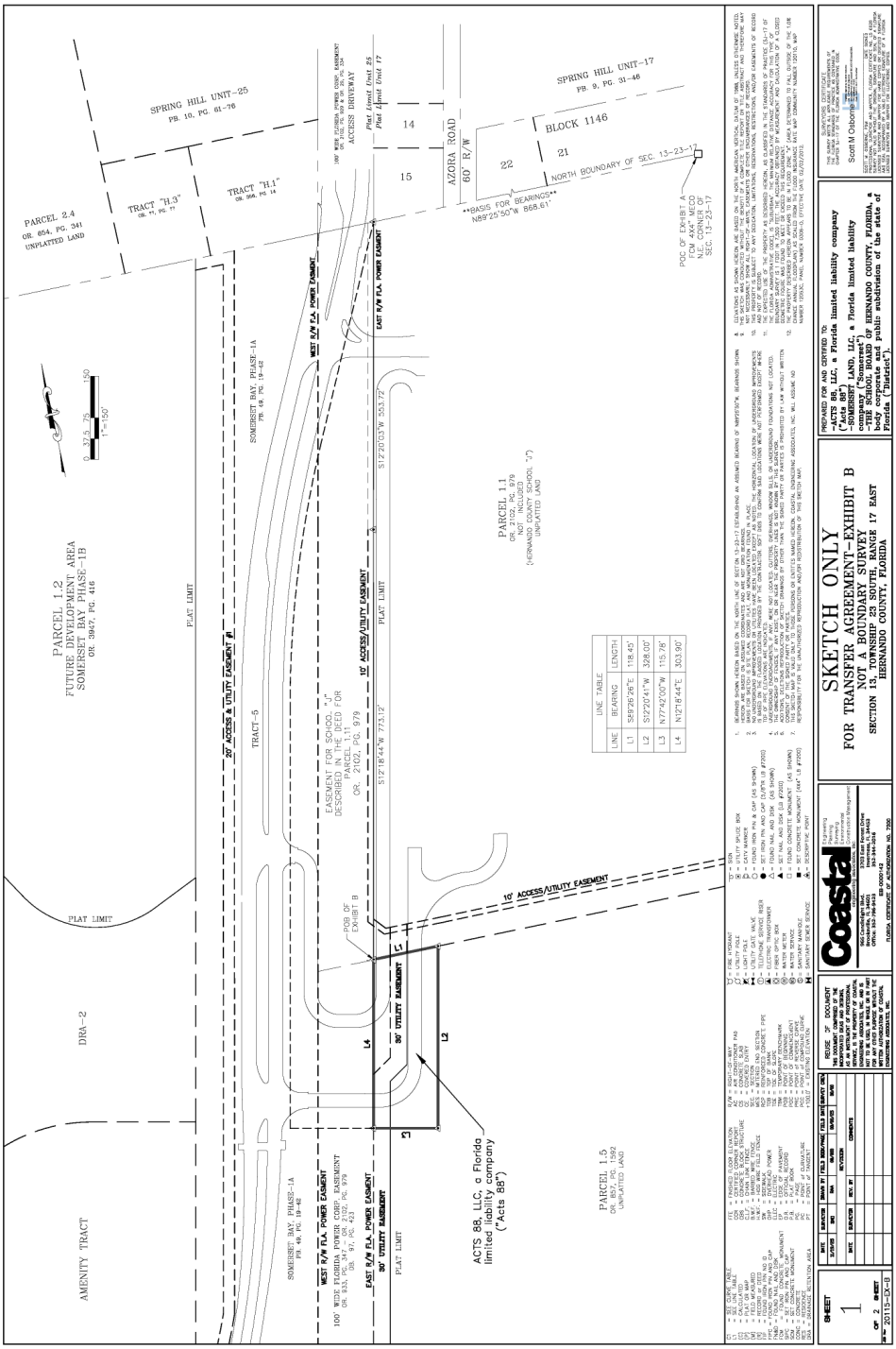
COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 868.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 347 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°20'03"W, 553.72 FEET; THENCE S12°18'44"W, 1077.02 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, RUN N77°42'00"W, 150.07 FEET; THENCE N12°18'00"E, 758.26 FEET TO A POINT OF CURVATURE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2033.00 FEET, A CENTRAL ANGLE OF 13°22'52", AND A CHORD BEARING AND DISTANCE OF N18°59'26"E, 473.72 FEET; THENCE ALONG THE ARC OF SAID CURVE 474.79 FEET; THENCE N25°40'52"E, 322.20 FEET TO A POINT OF CURVATURE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3861.13 FEET, A CENTRAL ANGLE OF 1°20'59", AND A CHORD BEARING OF N25°33'46"E, 90.96 FEET; THENCE ALONG THE ARC OF SAID CURVE 90.96 FEET TO THE NORTH LINE OF SAID SECTION 13, AND THE EAST RIGHT-OF-WAY LINE OF SAID POWER EASEMENT, AND THE POINT OF BEGINNING.

CONTAINING 4.48 ACRES MORE OR LESS.

Exhibit "B"

Legal Description of Acts Property

***NOTE*: Legal description and acreage of the Property to be confirmed and updated as necessary upon receipt of the Survey**



/15826/2#65021053 v4

EXHIBIT B LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 868.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 347 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°20'03"W, 553.72 FEET; THENCE S12°18'44"W, 773.12 FEET TO THE SOUTH LINE OF PARCEL 1.1 (HERNANDO COUNTY SCHOOL "J") AS RECORDED IN OFFICIAL RECORDS BOOK 2102, PAGE 979 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH OF SAID PARCEL 1.1, RUN S89°26'26"E, 118.45 FEET; THENCE LEAVING SAID SOUTH LINE, RUN S12°20'41"W, 328.00 FEET; THENCE N77°42'00"W, 115.78 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID POWER EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN N12°18'44"E, 303.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRES MORE OR LESS.

C1 = SEE CURVE TABLE
L1 = SEE LINE TABLE
(C) = CALCULATED
(P) = PLAT OR MAP
(M) = FIELD MEASURED
(R) = RECORD OR DEED
FIP = FOUND IRON PIN NO ID
FIPC = FOUND IRON PIN AND CAP
FND = FOUND NAIL AND DISK
FDM = FOUND CONCRETE MONUMENT
SIPC = SET IRON PIN AND CAP
SCM = SET CONCRETE MONUMENT
CONC = CONCRETE
RES = RESIDENCE
DRA = DRAINAGE RETENTION AREA
FFE = FINISHED FLOOR ELEVATION
CCR = CERTIFIED CORNER REPORT
CBS = CONCRETE BLOCK STRUCTURE
C.L.F. = CHAIN LINK FENCE
B.W.F. = BARBED WIRE FENCE
H.W.F. = HOG WIRE FIELD FENCE
SW = SIDEWALK
OHP = OVERHEAD POWER
ELEC = ELECTRIC
EP = EDGE OF PAVEMENT
O.R. = OFFICIAL RECORD
P.B. = PLAT BOOK
PG. = PAGE
PC = POINT of CURVATURE
PT = POINT of TANGENT
R/W = RIGHT-OF-WAY
AC = AIR CONDITIONER PAD
CS = CONCRETE SLAB
CE = CONCRETE ENTRY
SEC. = SECTION
SEC. LINE = SECTION LINE
RCP = REINFORCED CONCRETE PIPE
TOB = TOP OF BANK
TOE = TOE OF SLOPE
TBM = TEMPORARY BENCHMARK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT of REVERSE CURVE
PCC = POINT of COMPOUND CURVE
+100.0' = EXISTING ELEVATION
= FIRE HYDRANT
= UTILITY POLE
= LIGHT POLE
= UTILITY GATE VALVE
= TELEPHONE SERVICE RISER
= ELECTRIC TRANSFORMER
= FIBER OPTIC BOX
= WATER METER
= WATER SERVICE
= SANITARY MANHOLE
= SANITARY SEWER SERVICE
= SIGN
= UTILITY SPLICE BOX
= CATV MARKER
= FOUND IRON PIN & CAP (AS SHOWN)
= SET IRON PIN AND CAP (5/8"DR LB #7200)
= FOUND NAIL AND DISK (AS SHOWN)
= SET NAIL AND DISK (LB #7200)
= FOUND CONCRETE MONUMENT (AS SHOWN)
= SET CONCRETE MONUMENT (4X4" LB #7200)
= DESCRIPTIVE POINT

1. BEARINGS SHOWN HEREON BASED ON THE NORTH LINE OF SECTION 13-23-17 ESTABLISHING AN ASSUMED BEARING OF N89°25'50"W. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED COORDINATES AND ARE NOT GRID BEARINGS.
2. BASIS FOR SKETCH IS SITE PLAN, RECORD PLAT, AND MONUMENTATION FOUND IN PLACE.
3. NO UNDERGROUND IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. THE HORIZONTAL LOCATION OF UNDERGROUND IMPROVEMENTS IS BASED ON THE FLAGGED LOCATION PROVIDED BY THE CONTRACTOR. SOFT DIGS TO CONFIRM SAID LOCATIONS WERE NOT PERFORMED EXCEPT WHERE TOP OF PIPE ELEVATIONS ARE INDICATED.
4. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED. CUTTERS, OVERHANGS, WINDOW SILLS, OR UNDERGROUND FOUNDATIONS NOT LOCATED.
5. THE OWNERSHIP OF FENCES, IF ANY EXIST, ON OR NEAR THE PROPERTY LINES IS NOT KNOWN BY THIS SURVEYOR.
6. THIS SURVEY AND SKETCH AND ANY RELATED DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY OR PARTIES.
7. THIS SKETCH MAP IS VALID ONLY TO THOSE PERSONS OR ENTITES NAMED HEREON. COASTAL ENGINEERING ASSOCIATES, INC. WILL ASSUME NO RESPONSIBILITY FOR THE UNAUTHORIZED REPRODUCTION AND/OR REDISTRIBUTION OF THIS SKETCH MAP.
8. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
9. THIS SKETCH WAS CONDUCTED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHT-OF-WAYS, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.
10. THIS PROPERTY IS SUBJECT TO ANY DEDICATION, LIMITATIONS, RESERVATIONS, RESTRICTIONS, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD.
11. THE EXPECTED USE OF THE PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17 OF THE FLORIDA ADMINISTRATIVE CODE), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
12. THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE "X" (AREA DETERMINED TO FALL OUTSIDE OF THE 1.0% CHANCE ANNUAL FLOODPLAIN) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120110, MAP NUMBER 12053C, PANEL NUMBER 0308-G, EFFECTIVE DATE 02/02/2012.

SHEET 2 OF 2 SHEET
2115-EX-B

DATE	SURVEYOR	DRAWN BY	FIELD BOOK/PAGE	FIELD DATE	SURVEY DEV
2/25/25	SKD	RAA	00/000	00/00/25	00/00

REVISION

DATE	SURVEYOR	REV. BY	COMMENTS

REUSE OF DOCUMENT
THIS DOCUMENT COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.

Coastal Engineering Planning Surveying Environmental Construction Management
engineering associates, inc.
966 Candlelight Blvd. Brooksville, FL 34601 Office: 352-796-9423
3709 East Forest Drive Inverness, FL 34453 352-344-3016
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

SKETCH ONLY
FOR TRANSFER AGREEMENT-EXHIBIT B
NOT A BOUNDARY SURVEY
SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST
HERNANDO COUNTY, FLORIDA

PREPARED FOR AND CERTIFIED TO:
-ACTS 88, LLC, a Florida limited liability company ("Acts 88")
-SOMERSET LAND, LLC, a Florida limited liability company ("Somerset")
-THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida ("District").

SURVEYORS CERTIFICATE
THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Scott M Osborne

SCOTT M. OSBORNE, PSM
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATE NO. LS 6520
DATE: 5/24/25
SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY IS NOT FULL AND COMPLETE WITHOUT SAID SEAL ACCOMPANIED BY A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR ELECTRONIC COPIES

TRANSFER AGREEMENT EXHIBIT B LEGAL DESCRIPTION (EX-B)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 868.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 347 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°20'03"W, 553.72 FEET; THENCE S12°18'44"W, 773.12 FEET TO THE SOUTH LINE OF PARCEL 1.1 (HERNANDO COUNTY SCHOOL "J") AS RECORDED IN OFFICIAL RECORDS BOOK 2102, PAGE 979 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH OF SAID PARCEL 1.1, RUN S89°26'26"E, 118.45 FEET; THENCE LEAVING SAID SOUTH LINE, RUN S12°20'41"W, 328.00 FEET; THENCE N77°42'00"W, 115.78 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID POWER EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN N12°18'44"E, 303.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRES MORE OR LESS.

Exhibit "C"

Approved Construction Plans

Exhibit "D"

Form of Drainage Easement Agreement

PREPARED BY AND AFTER
RECORDING RETURN TO:
Kristin Kowaleski, Esquire
GrayRobinson, P.A.
PO Box 3324
Tampa, Florida 33601

DRAINAGE EASEMENT AGREEMENT

THIS **DRAINAGE EASEMENT AGREEMENT** (the "Easement") is made and entered into as of the ____ day of _____, 2025 (the "Effective Date"), by and between by and between **SOMERSET LAND, LLC**, a Florida limited liability company, with a mailing address of 18125 Wayne Road, Odessa, Florida 33556 ("Somerset"), and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA,** a body corporate and public subdivision of the state of Florida, whose address is 919 North Broad Street, Brooksville, FL 34601 (the "District"). Somerset and District are each individually referred to herein as a "Party" and collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, Somerset is the owner of that certain real property located in Hernando County, Florida (the "County"), more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Somerset Property"); and

WHEREAS, District is the owner of that certain real property located in the County, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("District Property"); and

WHEREAS, Somerset is connecting one of District's existing drainage retention areas to a new drainage pond on the Somerset Property as set forth on Exhibit "C" attached hereto and incorporated herein (collectively, "Utilities"), and Somerset hereby agrees to accept the detention, retention and drainage from the District Property over, across, on and to the pond ("Somerset Pond") on the Somerset Property (the "Drainage"); and

WHEREAS, District requires a perpetual, non-exclusive easement over the Somerset Property for the Drainage (collectively, the "Drainage Easement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. Grant of Drainage Easement. Somerset does hereby grant, bargain, sell, and convey to District a non-exclusive, permanent easement over and across the Somerset Property, for the benefit of the District Property, for the Drainage. The Drainage shall include storm water drainage over, under, across and through the Somerset Property to the Somerset Pond. This Easement and rights hereunder shall at all times be subject to the rights of Somerset. Somerset hereby reserves unto itself, and its successors and assigns, the right to utilize the Somerset Property for such purposes as deemed necessary, advisable, appropriate or convenient by Somerset that do not materially adversely affect rights under this Easement.

3. Maintenance. Somerset shall, at Somerset's sole expense, maintain the Utilities in a similar condition as it existed as of the date this instrument was executed by District. Somerset shall not construct any improvements or alter the Utilities in any way without District's prior written consent, except for such improvements and alterations as are necessary to construct and maintain drainage utilities capable of accommodating all current and future stormwater runoff from District Parcel in which case Somerset shall provide the District with prior written notice of such alterations and shall coordinate such construction and alterations with the District. Somerset, at Somerset's expense, shall provide all regular maintenance of the Utilities. If Somerset does not complete such repair or maintenance, District shall have the right, but not the obligation, to make such repair or maintenance, in which event Somerset shall pay District the cost thereof within thirty (30) days after receipt of written notice from District demanding such reimbursement. If any such bill is not paid within thirty (30) days after receipt, interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per year.

4. Covenants Running with Land. The easements and covenants herein shall be easements and covenants running with the land and shall inure to the benefit of and be binding on Somerset Property and District Property, and all future owners of all or any portion thereof, their respective successors and assigns, and all persons claiming under them.

5. Construction. The rule of strict construction shall not apply to the temporary easement rights granted by this Easement. The temporary easement rights granted by this Easement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the Parties as set forth in this Easement. No provision of this Easement shall be construed or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority or arbitrator by reason of either Party being deemed

6. Notice. Notice shall be delivered to the addresses contained herein, or as further directed by either party upon written notice to the other party, and shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery to a recognized courier, delivery service such as Federal Express, or postmark by the U.S. Postal Service, or (c) delivery by electronic mail provided that the receiving party provides acknowledgment of receipt:

Somerset:	Somerset Land, LLC. Ron Bastyr, Manager 18125 Wayne Road Odessa, Florida 33556 Email: ronbastyr@yahoo.com
District:	SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA 919 North Broad Street Brooksville, FL 34601 ATTN: Superintendent Email: pinder_r@hcsb.k12.fl.us
With a copy to:	SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA 919 North Broad Street Brooksville, FL 34601 ATTN: School Board Attorney & General Counsel Email: mockler_c@hcsb.k12.fl.us
And:	GRAY ROBINSON, P.A. Attn: Kristin Kowaleski, Esq. 101 East Kennedy Blvd, Suite 4000 Tampa, Florida 33602 Email: Kristin.kowaleski@gray-robinson.com

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days' advance written notice of such change of address. Notices given otherwise than by mail shall be deemed given upon actual receipt thereof.

7. No Third-Party Beneficiaries. This Easement is for the benefit of the Parties hereto only, and no third party shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. No person or entity shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. This Easement shall not constitute a dedication to the public, and no person or entity shall have any rights or entitlements pursuant to the terms of this Easement, including, without limitation, the right to utilize the Temporary Easement Area, except as specifically set forth herein.

8. Amendments and Waivers. This Easement shall not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Hernando County or by court order. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Easement by any other Party shall not be construed to be a waiver

of any subsequent breach of or default in the same or any other provision of this Easement.

9. Immunity. Nothing in this Easement shall be deemed or construed as a waiver of immunity or limits of liability of District to the extent provided by Section 768.28, *Florida Statutes*, and nothing in this Easement shall 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. Miscellaneous. This Easement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Easement; and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. This Easement shall be construed in accordance with the laws of the State of Florida. The section headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof. Where the sense of this Easement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Easement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other. This Easement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Easement. This Easement shall be governed in accordance with Florida Law. Venue for any dispute arising under this Easement shall lie exclusively in the courts located in Hernando County, Florida.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Somerset has caused this instrument to be duly executed in its name by the undersigned as of the date first above written.

WITNESSES:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

SOMERSET:

SOMERSET LAND, LLC, a Florida limited liability company

By:_____
Name:_____
Title:_____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by _____, as _____ of **SOMERSET LAND, LLC**, a Florida limited liability company, on behalf of the company, and who ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Print Name:_____
Notary Public, State of Florida
My Commission Expires:
My Commission Number:

[Signatures Continues on Following Page]

IN WITNESS WHEREOF, District has caused this instrument to be duly executed in its name by the undersigned as of the date first above written.

WITNESSES:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

DISTRICT:

THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF HERNANDO)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____, as _____ of **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate and public subdivision of the state of Florida, on behalf of the School Board, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

_____
Print Name: _____
Notary Public, State of Florida
My Commission Expires:
My Commission Number:

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

Exhibit "A"

Legal Description of Somerset Property

[To be provided prior to Closing]

Exhibit "B"

Legal Description of District Property

[To be provided prior to Closing]

Exhibit "C"

Depiction of Utilities

[To be provided prior to Closing]

Exhibit "E"

Nongovernmental Entity Human Trafficking Affidavit
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of SOMERSET LAND, LLC, a Florida limited liability company and attest Somerset Land, LLC does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

SOMERSET LAND, LLC, a Florida limited liability company

By: _____
Print Name: _____
Print Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of SOMERSET LAND, LLC, a Florida limited liability company, who is personally known to me, or produced _____ as identification.

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

[AFFIX NOTARY SEAL]

I, the undersigned, am an officer or representative of ACTS 88, LLC, a Florida limited liability company, a Florida limited liability company and attest ACTS 88, LLC, a Florida limited liability company does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

ACTS 88, LLC, a Florida limited liability company

By: _____
Print Name: _____
Print Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of ACTS 88, LLC, a Florida limited liability company, who is personally known to me, or produced _____ as identification.

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

[AFFIX NOTARY SEAL]

PREPARED BY AND AFTER
RECORDING RETURN TO:
Kristin Kowaleski, Esquire
GrayRobinson, P.A.
PO Box 3324
Tampa, Florida 33601

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (the "Easement") is made and entered into as of the ____ day of _____, 2025 (the "Effective Date"), by and between by and between **ACTS 88, LLC**, a Florida limited liability company with a mailing address of PO Box 10779, Brooksville, Florida 34603 ("Acts 88"), **SOMERSET LAND, LLC**, a Florida limited liability company, with a mailing address of 18125 Wayne Road, Odessa, Florida 33556 ("Somerset") (collectively, Somerset and Acts shall be referred to as the "Developer"), and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA,** a body corporate and public subdivision of the state of Florida, whose address is 919 North Broad Street, Brooksville, FL 34601 (the "District"). Developer and District are each individually referred to herein as a "Party" and collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, District is the owner of that certain real property located in Hernando County, Florida (the "County"), known as Explorer K-8 and identified as Hernando County Parcel No.: R13 423 17 0000 0010 0010 ("District Property"); and

WHEREAS, District and Developer entered into a Transfer Agreement dated effective December ___, 2025 (as amended from time to time, the "Transfer Agreement") pursuant to which, among other things, Developer agreed to extend Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, queuing, and a new marquee of similar or better quality for the School for the District's school as well as construction and upgrading of District's drainage (collectively, the "Improvement Work"), as more contemplated in that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (the "Development Agreement"); and

WHEREAS, Developer requires a non-exclusive, temporary easement located on District Property as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Temporary Easement Area") for the purpose of the completion of the Improvement Work in accordance with the terms and conditions as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. Grant of Temporary Access Easement. District does hereby grant, convey and confirm unto Developer, its successors, agents and contractors, a non-exclusive construction easement over, across, upon and through the Temporary Easement Area as and to the extent necessary for the purpose of completion of the Improvement Work. It is expressly understood and agreed to between the parties that Developer shall not use the Temporary Easement Area in any manner that would cause interference with the school on the District Property, nor shall it use the Temporary Access Easement in any manner that would violate this Easement.

3. Termination of Easement. The Temporary Access Easement shall automatically cease and terminate and be of no further force or effect upon Developer's, or its successors or assigns, completion of the Improvement Work and the dedication and acceptance of Explorer Boulevard as a public road. Notwithstanding the provisions of the foregoing sentence providing for automatic termination and extinguishment, Developer agrees that Developer shall execute and deliver to District, within five (5) business days following written request from District to Developer, such instrument or instruments in recordable form as may be reasonably requested to evidence, of record, the termination and extinguishment of the Easement.

4. Access. Developer shall have the right to access the Temporary Easement Area at all times through direct access to the Temporary Easement Area from Explorer Boulevard. Developer shall only have access to the Temporary Easement Area outside of regular school hours and terms, and summer hours in the event that a summer program is held at the District Property except in the case of an emergency. Developer may access the Temporary Easement Area during school hours upon at least twenty-four hours prior emailed notice (and immediately in the event of an emergency) given to the principal of Explorer K-8 and District's Director of Facilities and Construction. Developer shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All persons or entities entering into agreements with the District who may have personnel who will be on school grounds when students may be present, or who will have contact with students, shall comply with the Level 2 Screening requirements of the Statute and School District Standards. Developer shall, at its expense, ensure that all of Developer's employees and the employees of Developer's subcontractors meet the background screening requirements of Section 1012.465 Florida Statute (Jessica Lunsford Act). Developer shall certify that it and all of its employees, its subcontractors, and their employees who provide services under this Easement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of Developer performing work while students are present. Developer will provide the District with a list of its employees and subcontractors and their employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Developer will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet the standards are added. Developer agrees that in the event Developer or any employee, subcontractor, or subcontractor employee who Developer has certified as completing the background check and meeting the statutory standards then is arrested for any of the disqualifying offenses, Developer will notify the District within forty-eight (48) hours of such. Developer's failure to comply with

this requirement will constitute a material breach of the Easement. Developer agrees to indemnify and hold harmless the District, school, its officers, and employees from any liability in the form of physical injury, death, or property damage resulting from Developer's failure to comply with the requirements of this paragraph.

5. Terms and Restrictions. The following shall apply to this Easement as appropriate:

(a) All work performed by Developer within the Temporary Easement Area must be performed in a good, workmanlike and lien-free manner by contractors duly licensed in Florida to perform such work, and Developer covenants and agrees to comply with any and all applicable laws, ordinances, regulations and rules of governmental authorities and agencies having jurisdiction over the same. District shall have the right, but not the obligation, to conduct observations during construction to ensure the work is being performed in accordance with all applicable laws and regulations.

(b) Developer shall procure and maintain, at its sole cost and expense, public liability and property damage insurance for the Temporary Easement Area, with a company licensed to do business in the State of Florida, which shall insure any and all claims for personal injury, death or property damage occurring in or upon the Temporary Easement Area and shall name District as an additional insured. Within fourteen (14) days of a request by District, Developer shall furnish District with evidence of such insurance, in the form of a certificate of insurance.

(c) Developer must keep the Temporary Easement Area free and clear of any and all liens and encumbrances arising by or through the acts or omissions of Developer.

(d) District shall have the right to enter upon the Temporary Easement Area, but District is prohibited taking any action that would adversely affect Developer's quiet use and enjoyment of the Temporary Easement Area or the rights granted herein. District reserves the right to use the Temporary Easement Area for any and all uses and purposes which do not unreasonably interfere with the grant of Temporary Easement contained in this Agreement.

(e) The Temporary Easement Area must be used in a reasonable manner by Developer and must not be used by Developer in such a way which would unreasonably restrict ingress and egress to, or activities on, District's Property or create a nuisance.

(f) Any work performed by Developer within the Temporary Easement Area must not unreasonably disturb District's use of the remainder of District's Property nor damage any improvements on the remainder of District's Property.

(g) Developer must not allow any hazardous wastes or hazardous materials or substances to flow into the Temporary Easement Area in violation of applicable laws, and, to the extent that this provision is violated, Developer shall be fully responsible for any clean-up together with any and all costs, expenses and damages which might be suffered by District as a result of any such contamination.

(h) Developer, at its sole cost and expense, must obtain and maintain in full force and effect all permits, authorizations and approvals necessary for Developer's use of the Temporary Easement Area. District shall not undertake any action that would or could jeopardize or impair any such permits, authorizations or approvals. Developer shall not undertake any action that would or could jeopardize or impair any such permits, authorizations or approvals obtained by District, including, without limitation, permits from the South Florida Water Management District.

(i) District shall not install landscaping, including trees, shrubs and bushes, in the Temporary Easement Area.

(j) Developer shall promptly repair any damage to the Temporary Easement Area, or any other portion of District's Property, caused by Developer exercising its rights under this Easement. In the event that Developer or its employees, agents or contractors cause damage to the Temporary Easement Area in the exercise of the easement rights, Developer agrees to promptly restore the Temporary Easement Area so damaged to its original condition and grade.

(k) Developer shall erect a screen around the Temporary Easement Area, which screen shall be approved by the District. Specifically, prior to and during construction, Developer shall install a temporary screen that will remain in place for the duration of construction, which screen shall be approved by District in advance of installation.

6. Indemnification. Developer shall indemnify, defend, and hold harmless the District, and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Developer, its agents or employees, during the performance of this Easement. The foregoing indemnification obligations expressly survive any termination of this Easement.

7. Construction. The rule of strict construction shall not apply to the temporary easement rights granted by this Easement. The temporary easement rights granted by this Easement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the Parties as set forth in this Easement. No provision of this Easement shall be construed or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority or arbitrator by reason of either Party being deemed to have structured, drafted or specified such provision.

8. Enforcement. In the event Developer fails to comply with any term or condition of this Easement, including but not limited to restoration obligations, permitted use restrictions, or time limitations, District shall have the right, upon written notice to Developer, to pursue any and all remedies available at law or in equity. Developer shall be responsible for all costs and expenses incurred by District in enforcing the terms of this Easement, including the cost of repairing any damage to District Property and reasonable attorneys' fees and costs (whether incurred before or after litigation, at trial or on appeal). The rights and remedies provided herein are cumulative and

in addition to any other rights and remedies available under applicable law or under the terms of this Easement.

9. Notice. Notice shall be delivered to the addresses contained herein, or as further directed by either party upon written notice to the other party, and shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery to a recognized courier, delivery service such as Federal Express, or postmark by the U.S. Postal Service, or (c) delivery by electronic mail provided that the receiving party provides acknowledgment of receipt:

Acts 88:	Acts 88, LLC. Mark Taylor, Manager PO Box 10779 Brooksville, Florida 34603 Email: marktaylor@tampabay.rr.com
Somerset:	Somerset Land, LLC. Ron Bastyr, Manager 18125 Wayne Road Odessa, Florida 33556 Email: ronbastyr@yahoo.com
District:	SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA 919 North Broad Street Brooksville, FL 34601 ATTN: Superintendent Email: pinder_r@hcsb.k12.fl.us
With a copy to:	SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA 919 North Broad Street Brooksville, FL 34601 ATTN: School Board Attorney & General Counsel Email: mockler_c@hcsb.k12.fl.us
And:	GRAY ROBINSON, P.A. Attn: Kristin Kowaleski, Esq. 101 East Kennedy Blvd, Suite 4000 Tampa, Florida 33602 Email: Kristin.kowaleski@gray-robinson.com

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days' advance written notice of such change of address. Notices given otherwise than by mail shall be deemed given upon actual receipt thereof.

10. "AS-IS". The Temporary Easement Area is granted in its "AS IS" condition and without any warranty or representation, express or implied, by District as to the condition or suitability of same for Developer's purposes or otherwise.

11. No Third-Party Beneficiaries. This Easement is for the benefit of the Parties hereto only, and no third party shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. No person or entity shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. This Easement shall not constitute a dedication to the public, and no person or entity shall have any rights or entitlements pursuant to the terms of this Easement, including, without limitation, the right to utilize the Temporary Easement Area, except as specifically set forth herein.

12. Amendments and Waivers. This Easement shall not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Hernando County or by court order. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Easement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement.

13. Immunity. Nothing in this Easement shall be deemed or construed as a waiver of immunity or limits of liability of District to the extent provided by Section 768.28, *Florida Statutes*, and nothing in this Easement shall 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.

14. Miscellaneous. This Easement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Easement; and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. This Easement shall be construed in accordance with the laws of the State of Florida. The section headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof. Where the sense of this Easement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Easement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other. This Easement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Easement. This Easement shall be governed in accordance with Florida Law. Venue for any dispute arising under this Easement shall lie exclusively in the courts located in Hernando County, Florida.

15. Joint and Several Liability. Where two or more entities constitute the Developer under this Easement, each such entity shall be jointly and severally liable for the full and timely performance of all obligations, liabilities, covenants, and indemnities of Developer under this Easement. The obligations of each such entity are independent, and the non-default of one entity shall not limit or impair the enforceability of this Easement against any other entity. The other party may proceed against any one or more of such entities without the necessity of first proceeding against the others

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Developer has caused this instrument to be duly executed in its name by the undersigned as of the date first above written.

WITNESSES:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

ACTS 88:

ACTS 88, LLC, a Florida limited liability company

By:_____
Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of ACTS 88, LLC, a Florida limited liability company, on behalf thereof, who is ☐ personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

[Signatures Continues on Following Page]

WITNESSES:

SOMERSET:

SOMERSET LAND, LLC, a Florida limited liability company

_____
Print Name: _____
Address: _____
_____

By:_____
Name:_____
Title:_____

_____
Print Name: _____
Address: _____
_____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by _____, as _____ of **SOMERSET LAND, LLC**, a Florida limited liability company, on behalf of the company, and who ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Print Name:_____
Notary Public, State of Florida
My Commission Expires:
My Commission Number:

[Signatures Continues on Following Page]

IN WITNESS WHEREOF, District has caused this instrument to be duly executed in its name by the undersigned as of the date first above written.

WITNESSES:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

DISTRICT:

THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF HERNANDO)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____, as _____ of **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate and public subdivision of the state of Florida, on behalf of the School Board, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

_____
Print Name: _____
Notary Public, State of Florida
My Commission Expires:
My Commission Number:

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

Exhibit "A"

Temporary Easement Area

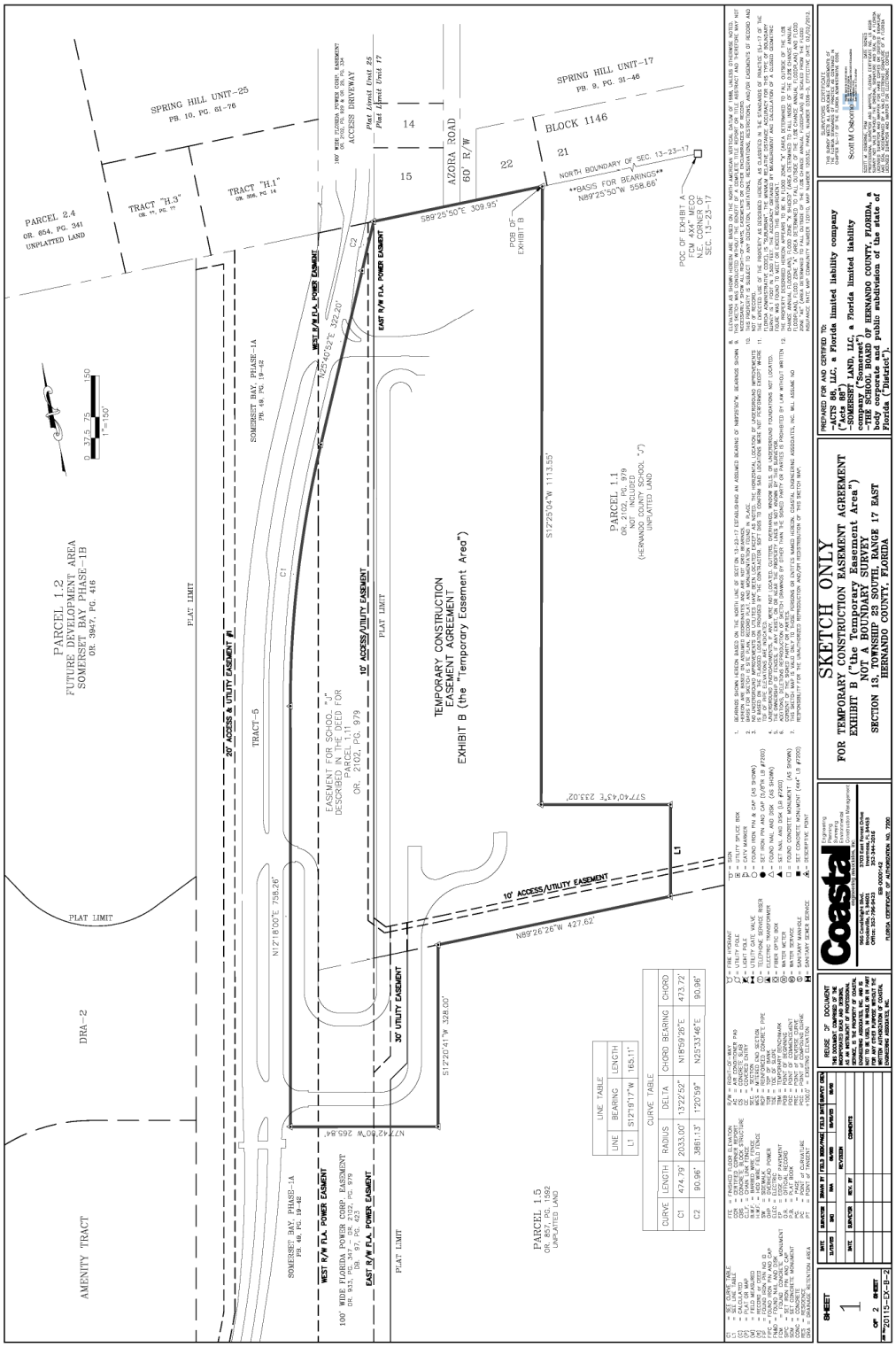


EXHIBIT B LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 558.66 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH BOUNDARY LINE, RUN S12°25'04"W, 1113.55 FEET; THENCE S77°40'43"E, 233.02 FEET; THENCE S12°19'17"W, 165.11 FEET TO THE SOUTH LINE OF PARCEL 1.1 (HERNANDO COUNTY SCHOOL "J") AS RECORDED IN OFFICIAL RECORDS BOOK 2102, PAGE 979 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, RUN N89°26'26"W, 427.62 FEET; THENCE LEAVING SAID SOUTH LINE, RUN S12°20'41"W, 328.00 FEET; THENCE N77°42'00"W, 265.84 FEET; THENCE N12°18'00"E, 758.26 FEET TO A POINT OF CURVATURE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2033.00 FEET, A CENTRAL ANGLE OF 13°22'52", AND A CHORD BEARING AND DISTANCE OF N18°59'26"E, 473.72 FEET; THENCE ALONG THE ARC OF SAID CURVE 474.79 FEET; THENCE N25°40'52"E, 322.20 FEET TO A POINT OF CURVATURE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3861.13 FEET, A CENTRAL ANGLE OF 1°20'59", AND A CHORD BEARING AND DISTANCE OF N25°33'46"E, 90.96 FEET; THENCE ALONG THE ARC OF SAID CURVE 90.96 FEET TO THE NORTH BOUNDARY LINE OF SAID SECTION 13, AND THE NORTHWEST CORNER OF SAID PARCEL 1.1; THENCE ALONG SAID NORTH LINE, RUN S89°25'50"E, 309.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.54 ACRES MORE OR LESS.

C1 = SEE CURVE TABLE
L1 = SEE LINE TABLE
(C) = CALCULATED
(P) = PLAT OR MAP
(M) = FIELD MEASURED
(R) = RECORD OR DEED
FIP = FOUND IRON PIN NO ID
FIC = FOUND IRON PIN AND CAP
FND = FOUND NAIL AND DISK
FDM = FOUND CONCRETE MONUMENT
SPC = SET IRON PIN AND CAP
SCM = SET CONCRETE MONUMENT
CONC = CONCRETE
RES = RESIDENCE
DRA = DRAINAGE RETENTION AREA
FFE = FINISHED FLOOR ELEVATION
CCR = CERTIFIED CORNER REPORT
CBS = CONCRETE BLOCK STRUCTURE
C.L.F. = CHAIN LINK FENCE
B.W.F. = BARBED WIRE FENCE
H.W.F. = HOG WIRE FIELD FENCE
SW = SIDEWALK
OHP = OVERHEAD POWER
ELEC = ELECTRIC
EP = EDGE OF PAVEMENT
O.R. = OFFICIAL RECORD
P.B. = PLAT BOOK
PG. = PAGE
PC = POINT of CURVATURE
PT = POINT of TANGENT
R/W = RIGHT-OF-WAY
AC = AIR CONDITIONER PAD
CS = CONCRETE SLAB
CE = CONCRETE ENTRY
SEC. = SECTION
SSLE = SANITARY SEWER RISER
RCP = REINFORCED CONCRETE PIPE
TOB = TOP OF BANK
TOE = TOE OF SLOPE
TBM = TEMPORARY BENCHMARK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT of REVERSE CURVE
PCC = POINT of COMPOUND CURVE
+100.0' = EXISTING ELEVATION
= FIRE HYDRANT
= UTILITY POLE
= LIGHT POLE
= UTILITY GATE VALVE
= TELEPHONE SERVICE RISER
= ELECTRIC TRANSFORMER
= FIBER OPTIC BOX
= WATER METER
= WATER SERVICE
= SANITARY MANHOLE
= SANITARY SEWER SERVICE
= SIGN
= UTILITY SPLICE BOX
= CATV MARKER
= FOUND IRON PIN & CAP (AS SHOWN)
= SET IRON PIN AND CAP (S/BTR LB #7200)
= FOUND NAIL AND DISK (AS SHOWN)
= SET NAIL AND DISK (LB #7200)
= FOUND CONCRETE MONUMENT (AS SHOWN)
= SET CONCRETE MONUMENT (4X4" LB #7200)
= DESCRIPTIVE POINT

1. BEARINGS SHOWN HEREON BASED ON THE NORTH LINE OF SECTION 13-23-17 ESTABLISHING AN ASSUMED BEARING OF N89°25'50"W. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED COORDINATES AND ARE NOT GRID BEARINGS.
2. BASIS FOR SKETCH IS SITE PLAN, RECORD PLAT, AND MONUMENTATION FOUND IN PLACE.
3. NO UNDERGROUND IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. THE HORIZONTAL LOCATION OF UNDERGROUND IMPROVEMENTS IS BASED ON THE FLAGGED LOCATION PROVIDED BY THE CONTRACTOR. SOFT DIGS TO CONFIRM SAID LOCATIONS WERE NOT PERFORMED EXCEPT WHERE TOP OF PIPE ELEVATIONS ARE INDICATED.
4. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED. GUTTERS, OVERHANGS, WINDOW SILLS, OR UNDERGROUND FOUNDATIONS NOT LOCATED.
5. THE OWNERSHIP OF FENCES, IF ANY EXIST ON OR NEAR THE PROPERTY LINES IS NOT KNOWN BY THIS SURVEYOR.
6. THE USE OF THIS DESCRIPTION AND SKETCH/DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY OR PARTIES.
7. THIS SKETCH MAP IS VALID ONLY TO THOSE PERSONS OR ENTITES NAMED HEREON. COASTAL ENGINEERING ASSOCIATES, INC. WILL ASSUME NO RESPONSIBILITY FOR THE UNAUTHORIZED REPRODUCTION AND/OR REDISTRIBUTION OF THIS SKETCH MAP.
8. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
9. THIS SKETCH WAS CONDUCTED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHT-OF-WAYS, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.
10. THIS PROPERTY IS SUBJECT TO ANY DEDICATION, LIMITATIONS, RESERVATIONS, RESTRICTIONS, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD.
11. THE DEPICTED USE OF THE PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (SJ-17 OF THE FLORIDA ADMINISTRATIVE CODE), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
12. THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE "X" (AREA DETERMINED TO FALL OUTSIDE OF THE 1.0% CHANCE ANNUAL FLOODPLAIN), FLOOD ZONE "X SHADED" (AREA DETERMINED TO FALL INSIDE OF THE 0.2% CHANCE ANNUAL FLOODPLAIN), FLOOD ZONE "A" (AREA DETERMINED TO FALL OUTSIDE OF THE 1.0% CHANCE ANNUAL FLOODPLAIN) AND FLOOD ZONE "AE" (AREA DETERMINED TO FALL OUTSIDE OF THE 1.0% CHANCE ANNUAL FLOODPLAIN) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120110, MAP NUMBER 12053C, PANEL NUMBER 0336-G, EFFECTIVE DATE 02/02/2012.

SHEET 2 OF 2 SHEET
20115-EX-B-2

DATE	SURVEYOR	DRAWN BY	FIELD BOOK/PAGE	FIELD DATE	SURVEY CREW
2/25/25	SMO	RAA	00/000	00/00/25	00/00

REVISION

DATE	SURVEYOR	REV. BY	COMMENTS

REUSE OF DOCUMENT
THIS DOCUMENT COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.

Coastal Engineering Planning Surveying Environmental Construction Management
engineering associates, inc.
966 Candlelight Blvd. Brooksville, FL 34601 Office: 352-796-9423
3709 East Fernet Drive Hernando, FL 34453 352-344-3016
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

SKETCH ONLY

FOR TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
EXHIBIT B ("the Temporary Easement Area")
NOT A BOUNDARY SURVEY
SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST
HERNANDO COUNTY, FLORIDA

PREPARED FOR AND CERTIFIED TO:
-ACTS 88, LLC, a Florida limited liability company ("Acts 88")
-SOMERSET LAND, LLC, a Florida limited liability company ("Somerset")
-THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida ("District").

SURVEYORS CERTIFICATE
THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Scott M Osborne

SCOTT M. OSBORNE, PSM
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATE NO. LS 6026
DATE SIGNED
SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CONSISTS OF 2 SHEETS AND SAID SEAL ACCOMPANIED BY A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR ELECTRONIC COPIES

TEMPORARY EASEMENT AREA EXHIBIT B LEGAL DESCRIPTION (EX-B2)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25’50”W, 558.66 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH BOUNDARY LINE, RUN S12°25’04”W, 1113.55 FEET; THENCE S77°40’43”E, 233.02 FEET; THENCE S12°19’17”W, 165.11 FEET TO THE SOUTH LINE OF PARCEL 1.1 (HERNANDO COUNTY SCHOOL “J”) AS RECORDED IN OFFICIAL RECORDS BOOK 2102, PAGE 979 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, RUN N89°26’26”W, 427.62 FEET; THENCE LEAVING SAID SOUTH LINE, RUN S12°20’41”W, 328.00 FEET; THENCE N77°42’00”W, 265.84 FEET; THENCE N12°18’00”E, 758.26 FEET TO A POINT OF CURVATURE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2033.00 FEET, A CENTRAL ANGLE OF 13°22’52”, AND A CHORD BEARING AND DISTANCE OF N18°59’26”E, 473.72 FEET; THENCE ALONG THE ARC OF SAID CURVE 474.79 FEET; THENCE N25°40’52”E, 322.20 FEET TO A POINT OF CURVATURE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3861.13 FEET, A CENTRAL ANGLE OF 1°20’59”, AND A CHORD BEARING AND DISTANCE OF N25°33’46”E, 90.96 FEET; THENCE ALONG THE ARC OF SAID CURVE 90.96 FEET TO THE NORTH BOUNDARY LINE OF SAID SECTION 13, AND THE NORTHWEST CORNER OF SAID PARCEL 1.1; THENCE ALONG SAID NORTH LINE, RUN S89°25’50”E, 309.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.54 ACRES MORE OR LESS.

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 Workshop

Agenda Item # 2. 26-3491 12/9/2025

Title and Board Action Requested
Presentation and Information on the option of and participation agreement with the Florida Educational Health Trust (FLEHT)

Executive Summary
The Director of Labor Relations & Professional Standards, on behalf of the Superintendent of Schools, hereby requests the Board review the presentation for Florida Educational Health Trust (FLEHT) for consideration of a participation agreement in planning for a health plan decision for 2027. The agreement to participate FLEHT is 1 of 3 ways a school district can have health insurance and allows the district to plan for a transition to being self-insured, with supports, while still using 2026 to explore all options and make a decision midway during the calendar year of 2026 for the 2027 health plan year. There is a one-time capitalization expense of $10,000 to join FLEHT that occurs after signing the participation agreement. The participation agreement will be placed on a Board meeting agenda in January 2026 for consideration based on this workshop review and direction from the Board.

My Contact
Matthew Goldrick
Director of Labor Relations & Professional Standards
919 North Broad Street
Brooksville, FL 34601

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.

FLEHT

FLORIDA EDUCATOR HEALTH TRUST

BRINGING THE HEALTH BACK TO YOUR HEALTH INSURANCE PROGRAM



Introduction



- Substitute teacher and then Social Studies Teacher 1992-1998
- Assistant Principal 1998-2003
- High School Principal 2003-2015
- Assistant Superintendent 2015-2016
- Elected Superintendent 2016-2024
- FLDOE Chancellor of K-12 Public Schools 2024-2025

“Other Duties as Assigned”

- Insurance and Benefits 26 years
- Negotiations 10 years

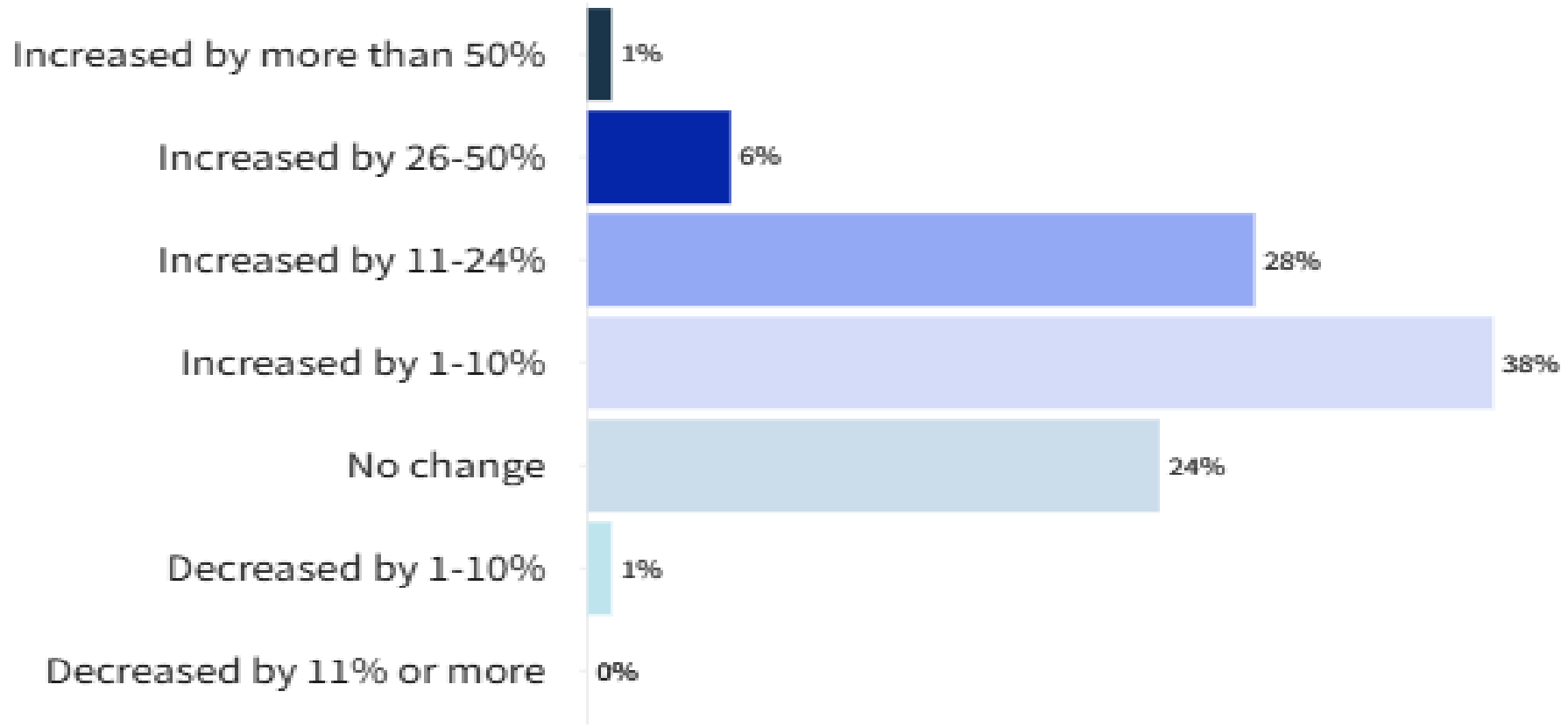


- Married to wife Tina Roush, also a career educator, father of three daughters, and “T-Pa” to three grandsons

Health Insurance Trends

- According to the National Council on Teacher Quality* (January 2024), while the overall cost of living in the United States has increased by 17% since 2018, the cost of health insurance premiums has increased by 45%.

How, if at all, has the cost of providing health insurance to employees in your district changed between now and this time last year?



*Results show responses from district leaders.

SOURCE: EdWeek Research Center survey, March 2024

Background of FLEHT?

The Florida Educator Health Trust (FLEHT) is formerly known as the FSHIP program as established by the Florida School Board Insurance Trust (FSBIT) in 2009.

FSBIT operates under the Florida School Boards Association (FSBA)

In April 2025, FSHIP became FLEHT under the Florida Association of District School Superintendents (FADSS)

The sole purpose of FLEHT, is to provide a health insurance trust for school districts, that brings buying power, transparency, efficiency, and long-term savings to participating districts, while putting school districts, not agents, in control of their programs.

FLEHT
FLORIDA EDUCA
HEALTH TRUS

What is FLEHT?

The Florida Educator Health Trust (FLEHT a non-profit) is the premier solution to sustainable savings and value in serving employees through health insurance plans provided by Florida school districts. With the traditional marketplace in the health insurance space consisting of complicated formulas, vague or hidden commissions, many times filled with undisclosed backend retention bonuses for agents and brokers, allow FLEHT to show your district a transparent way forward!

FLEHT
FLORIDA EDUCAT
HEALTH TRUST

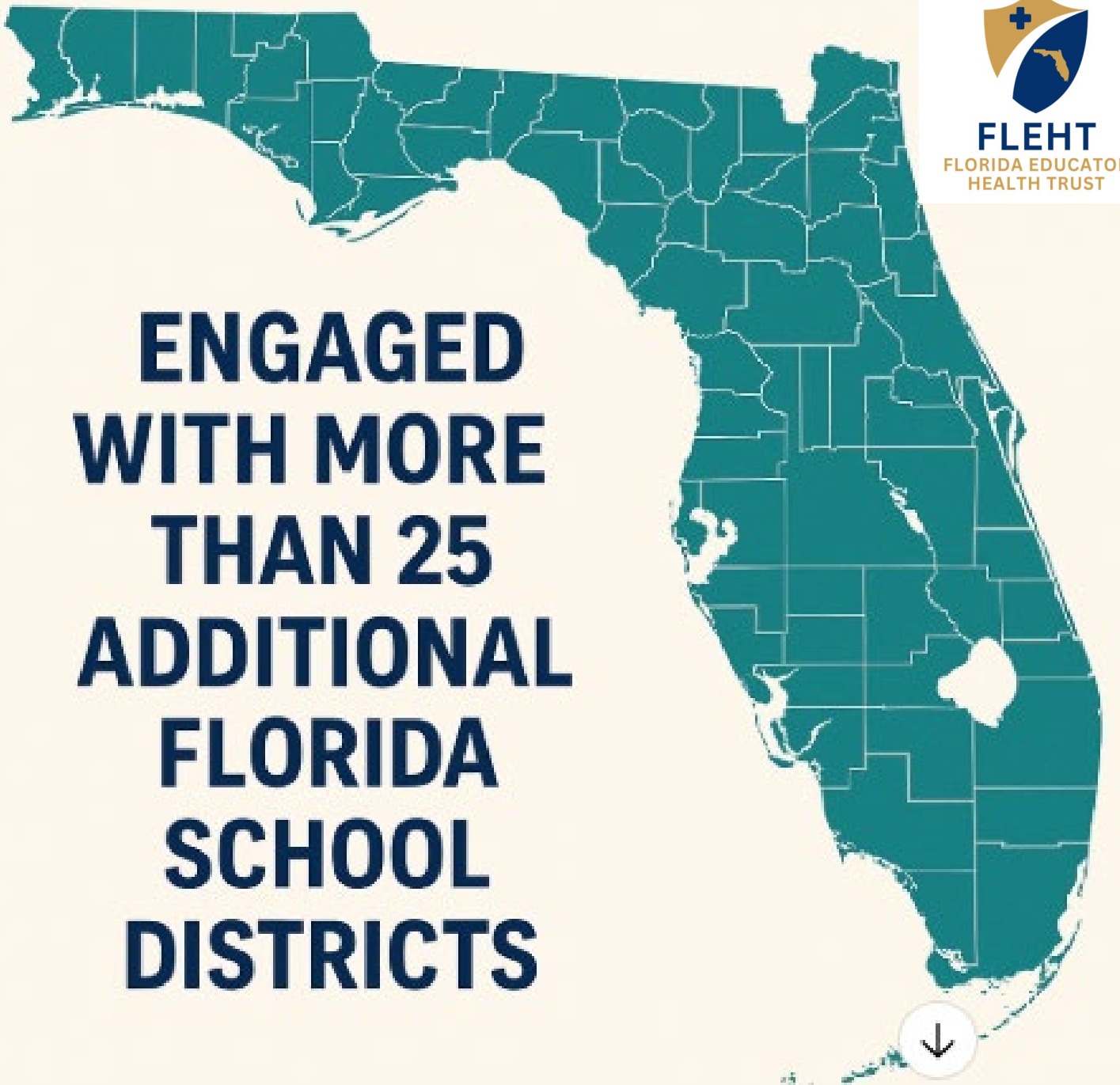
School District Participants

- Over 34,000 school district employees
  - Hendry
  - Hardee
  - DeSoto

  (Original Members)
  - Polk
  - Brevard
  - Okeechobee
  - Madison
  - Dixie
  - Nassau
  - Baker
  - Hamilton
  - Highlands
  - Charlotte

Florida Educator Health Trust





FLEHT
FLORIDA EDUCATOR HEALTH TRUST

ENGAGED WITH MORE THAN 25 ADDITIONAL FLORIDA SCHOOL DISTRICTS

Florida Educator Health Trust



Why FLEHT?

- Transparency, control, accountability, and engagement that supercharge district savings
- Economy of scale-Buying Power
- Financial stability through minimizing year-to-year volatility
- Health plan rehabilitation for struggling programs
- Claims reduction services and sharing of best practices
- 112.08 reporting and compliance verification
- Share in dividend program through risk sharing with individual district protection
- Stop loss premium reduction and stabilization
- Reduced district procurement and operational costs

FLEHT
FLORIDA EDUCA
HEALTH TRUS

Who is Eligible to Join FLEHT?

- All Florida school districts that are members of the Florida Association of District School Superintendents (FADSS) are eligible to participate.
- School districts that are already self-insured or willing to transition to a self-insured program.
- District leadership and school boards that are motivated to engage in long term solutions for their health insurance programs.

FLEHT
FLORIDA EDUCATOR HEALTH TRUST

How to Participate in FLEHT



- School board must adopt participation agreement
- District must be or become self-insured
- Establish a district transition plan into FLEHT (assistance available through a short-term transition contract with Avail Benefits based on individual district need)
- District formally enters FLEHT
- Each superintendent is a member/trustee of FLEHT

What Can the District Expect?

- Education on the value of actively managing a self-insurance program
- Savings 7%-12% on total spend when transitioning from a fully-insured health insurance plan to self-insured inside of FLEHT
- Savings of 7%-13% inside FLEHT within a 1–3-year period after active membership, compared to staying independently self-insured without FLEHT
- Industry leading assistance with data analysis and application
- Wellness support to maximize health plan outcomes
- Performance audits of contract effectuation delivered by the agent/broker to ensure ROI and protect the district

FLEHT
FLORIDA EDUCA
HEALTH TRUS

Five Unique FLEHT Facts

1. A properly managed self-insured program inside of FLEHT will always net savings over time when compared to a fully-insured district program.

2. Current independently self-insured districts outside of FLEHT will benefit from joining FLEHT directly from the services, checks and balances, economy of scale, and risk sharing only available within the FLEHT program.

3. The FLEHT program capitalizes on specialization of skills, eradicating conflicts of interest, and sharing of best practices.

4. FLEHT operates in a controlled environment where layers of costs are not driven on percentages of premium and profit margins, but rather a flat PEPM.

5. FLEHT's direct obligation and fiduciary duty is to the district and not a company.

FLEHT
FLORIDA EDUCA
HEALTH TRUS

FLEHT Partners and Operational Components

- **FADSS**- Provides administrative services to FLEHT (Executive Director) and oversees contracts with vendors who support the FLEHT program
- **Avail Analytics**- Provides program management through checks and balances, best practices, compliance with F.S. 112.08, auditor general compliance, and contract management for vendors inside FLEHT
- **Alliant**- Provides actuarial services for members, provides funding recommendations, places stop-loss insurance, and houses the data warehouse
- **FSBIT**- Serves as the accounting arm of FLEHT

FLEHT
FLORIDA EDUCA
HEALTH TRUS

FLEHT
FLORIDA EDUCATOR HEALTH TRUST

Member District Program Benefits:

- Controlled by District School Superintendents
- Access to FLEHT's risk sharing program
- Member District has complete autonomy over full employee benefits program
- Exclusive expert support available for engagement into FLEHT
- Economy of scale purchasing for maximum savings
- Accounting services and billing consolidation to reduce District workload
- Actuarial services, financial reporting and funding recommendations
- Annual analysis and marketing of medical, pharmacy and stop loss programs
- Annual repricing of medical and pharmacy claims to ensure maximum savings
- Independent oversight and audits for State, Federal and Local compliance
- Best practices analysis and audits
- Procurement services, contract negotiations and vendor contract management
- Conflict of interest control for full transparency to District
- FSBIT cooperation for accounting and consulting services
- Consolidated Data Warehouse for maximum efficiency

Questions



Ted L. Roush
Executive Director
Florida Educator Health Trust
Ted.Roush@FLEHT.org
FLEHT.org
(386) 344-3842

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 Workshop

Agenda Item # 3. 26-3398 12/9/2025

Title and Board Action Requested
Review and Tentative Approval of Neola Policy Volume 25 No. 2 and Policies that Include Compliance Officers by Name.

Executive Summary
The Assistant Superintendent of Business Services and Operations, on behalf of the Superintendent of Schools, hereby requests the Board to review and give tentative approval for the School Board policy updates. The updates include the following sections:

Section 0000 - Bylaws
Section 1000 - Administration
Section 2000 - Program
Section 3000 - Instructional
Section 4000 - Support Staff
Section 5000 - Students
Section 6000 - Finances
Section 7000 - Property
Section 8000 - Operations
Section 9000 - Community Relations

The following policies include updates of Compliance Officer Names ONLY: po1122, po1122.01, po3122, po3122.01, po4122.01 and po5517.

My Contact
Barbara Kidder
Assistant Superintendent of Business Services and Operations
(352) 797-7000 ext. 403
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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.

Policy Number	Policy Title	Staff Member	Tab	Page Number
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2280	Physical Education	John Morris	19	55
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2411	Guidance and Counseling	Jill Kolasa	21	60
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2460	Exceptional Student Education	Anna Jensen	25	75
2520	Selection and Adoption of Instructional Materials	John Morris & Tiffany Howard	26	81
2800	Educational Services for Students in Department of Juvenile Justice Education Programs	Jill Kolasa	27	86
3122	NonDiscrimination and Equal Employment Opportunity	Alexis Brown	28	88
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3210	Standards of Ethical Conduct	Matthew Goldrick	30	96
3362	Anti-Harassment	Matthew Goldrick	31	99
3430.03	Sick Leave	Alexis Brown	32	110
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4210	Standards of Ethical Conduct	Matthew Goldrick	34	116
4362	Anti-Harassment	Matthew Goldrick	35	119
4425	Nursing Mothers	Alexis Brown	36	131
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5410.01	Promotion, Acceleration, Placement, and Retention	John Morris	38	139
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5514	Use of Personal Transportation Devices	Angel Pagan	42	157
5517	Anti-Harassment	Jill Kolasa	43	159
5780	Students/Parent Rights	Jill Kolasa & Tiffany Howard	44	171
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7101	Building Permits and the Code Enforcement Office	Brian Ragan	47	206
7230	Gifts to the School District	Joyce McIntyre & Dionne Makinson	48	208
7230(V1)	Gifts, Grants, and Bequests	Joyce McIntyre & Dionne Makinson	49	210
8280	Nursing Mothers (Renumbered & Revised - previously 4425)	Alexis Brown	50	211
8405	School Safety and Security	Angel Pagan	51	213
8406	Reports of Suspicious Activity and Potential Threats to Schools	Angel Pagan	52	224
8407	Safe-School Officers	Angel Pagan	53	226
8431	Preparedness for Toxic Hazard and Asbestos Hazard	Bill Hall	54	231
8500	Food Service Program	Holly Longo	55	233
8540	Vending Machines	Holly Longo	56	248
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9271	Personalized Education Programs (PEP) Students	Dawn Williams	58	251

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of DEFINITIONS
Code	po0100 fsj 6/30/25 CM 10/7/2025
Status	
Adopted	August 28, 2018
Last Revised	March 8, 2022

0100 - **DEFINITIONS**

Whenever the following items are used in these bylaws, policies, and administrative procedures, they shall have the meaning set forth below:

Administrative Procedures

A statement, based on policy, usually written, which outlines and/or describes the means by which a policy should be implemented and which provides for the management cycle of planning, action, and assessment or evaluation.

~~**Agreement**~~

~~A collectively negotiated contract with a recognized bargaining unit.~~

Anti-Semitism

A certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities. Anti-Semitism is treated identically to discrimination motivated by race. Examples of acts considered anti-Semitism are set forth in F.S. 1000.05.

Apps and Services

Apps and services are software (i.e., computer programs) that support the interaction of wireless communication devices over a network, or client-server applications in which the user interface runs in a web browser. Apps and services are used to communicate/transfer information/data that allow students to perform actions/tasks that assist them in attaining educational achievement goals/objectives, enable staff to monitor and assess their students' progress, and allow staff to perform other tasks related to their employment. Apps and services also are used to facilitate communication to, from, and among and between staff, students, parents, Board members, and/or other stakeholders and members of the community.

Board

The School Board of Hernando County Florida.

Bylaw

Policy of the Board for its own governance.

Chair~~man~~

The presiding officer of the Board. (See Bylaw 0163)

Collective Bargaining Agreement (CBA)

A collectively negotiated contract with a recognized bargaining unit.

Compulsory School Age

All children who have attained the age of six (6) years or who will have attained the age of six (6) years by February 1st of any school year or who are older than six (6) years of age but who have not attained the age of sixteen (16) years, except as otherwise provided in Florida statute, are required to attend school regularly during the entire school term. F.S. 1003.21

District

The School District. When referencing the local School District, School District will be capitalized.

District-Based Noninstructional Administrators

Included in this classification are persons with District-level administrative or policymaking duties who have broad authority for the management of policies and general School District operations related to the noninstructional program.

Such personnel often report directly to the Superintendent and supervise other administrative employees. This classification includes assistant, associate, or deputy superintendents and directors of major noninstructional areas, such as personnel, construction, facilities, transportation, data processing, and finance. (F.S. 1012.01[3, b])

Due Process

The safeguards to which a person is entitled in order to protect his/her rights.

Eligible Student

A student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

Full Board

Authorized number of voting members entitled to govern the District.

Information Resources

The Board defines information resources to include any data/information in electronic, audio-visual or physical form, or any hardware or software that makes possible the storage and use of data/information. This definition includes but is not limited to electronic mail, voice mail, social media, text messages, databases, CD-ROMs/DVDs, web sites, motion picture film, recorded magnetic media, photographs, digitized information, or microfilm. This also includes any equipment, computer facilities, or online services used in accessing, storing, transmitting, or retrieving electronic communications.

Instructional Materials

Means items having intellectual content that by design serve as a major tool for assisting in the instruction of a subject or course. These items may consist of hardbacked or softbacked textbooks, electronic content, handouts, workbooks and worksheets, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software.

Major Tangible Personal School Property

Means any tangible personal property, of a nonconsumable nature, owned by the Board which has a capitalized value equal to or greater than the value defined in Florida statute and a normal life expectancy of one (1) year or more. (F.S. 274)

May

Is used when an action by the Board or its designee is permitted but not required.

Meeting

Is any gathering which is attended by or open to all the members of the Board, held with the intent on the part of the members of the body present to discuss or act as a unit upon the specific public business of that body. All meetings shall comply with Florida laws (Sunshine Law).

Minor Tangible Personal School Property

Those items which are tangible, of a nonconsumable nature, with a life expectancy of one (1) year or more and with a value less than that amount defined in Florida statute. (F.S. 274)

Parent

Means either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of a parent (F.S. 1000.21). Both parents will be considered to have equal rights unless a court of law decrees otherwise.

Policy

A general, written statement by the Board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

Principal

The principal shall be the administrative and supervisory head of the school to which assigned by the Board and shall be responsible for the enforcement of all Board regulations and Florida State statutes which pertain to the office. In policy, "Principal" implies the authority to delegate responsibilities to appropriate staff members unless prohibited by law or Board policy. F.S. 1001.41, 1012.28

Property

All buildings, grounds, and other real or personal school property belonging to, held by, or used by the Board shall be termed to be school property.

Real Property

That portion which is used as a site or school plant for purposes of carrying out the school program. This includes any equipment which is permanently attached to or is an integral part of the building or site.

Rule

A statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedures or practice requirements of the District. As used in this document, the term "rule" and "policy" shall have the same definition.

School Property Custodian

The custodian of school property is the person to whom responsibility for the custody of property under his/her control has been delegated by the Superintendent or the Board. This is not to be confused with the building custodian who is responsible for cleaning and maintaining the building and grounds.

Shall

This word is used when an action by the Board or its designee is required. (The word "will" or "must" signifies a required action.)

Social Media

Social media are online platforms where users engage one another and/or share information and ideas through text, video, or pictures. Social media consist of any form of online publication or presence that allows interactive communication, including, but not limited to, text messaging, instant messaging, websites, web logs ("blogs"), wikis, online forums (e.g., chat rooms), virtual worlds, and social networks. Examples of social media include, but are not limited to, Facebook, Facebook Messenger, Google Hangouts, Twitter, LinkedIn, YouTube, Flickr, Instagram, Pinterest, Skype, and Facetime. Social media does not include sending or receiving e-mail through the use of District-issued e-mail accounts. Apps and web services shall not be considered social media unless they are listed on the District's website as District-approved social media platforms/sites.

Student

A person who is officially enrolled in a school or program of the District.

Superintendent

As a Constitutional Officer under the Florida Constitution, the superintendent is the chief executive officer of the School District. In policy, "Superintendent" implies the authority to delegate responsibilities to appropriate staff members unless prohibited by law.

Technology Resources

The Board defines technology resources to include computers, laptops, tablets, e-readers, cellular/mobile telephones, smartphones, web-enabled devices, video and/or audio recording equipment, projectors, software and operating systems that work on any device, copy machines, printers and scanners, information storage devices (including mobile/portable storage devices such as external hard drives, CDs/DVDs, USB thumb drives and memory chips), the computer network, Internet connection, and online educational services and apps.

Textbook

This word is used to describe the learning material duly adopted and required as standard work for the study of a particular subject. It may be bound and printed with a hard or soft cover, or it may be electronic, e.g., computer software, interactive videodisc, magnetic media, CD ROM, computer courseware, on-line service, electronic medium, or other means of conveying information.

Vice-Chair~~man~~

The Vice-Chair~~man~~ of the Board.

Wireless Communication Devices

Wireless communication devices ("WCDs") include computers, laptops, tablets, e-readers, cellular/mobile phones, smartphones, and/or other web-enabled devices of any type.

Work Session or Work Shop

A meeting called by the Board Chair~~man~~, superintendent, or a majority of the Board for the purpose of exploring matters that constitute the business of the District.

Statutory and Code of Notations - **A.** Citations to Florida statute are noted as F.S. **B.** Citations to the rules of the State Board of Education are noted as F.A.C. (Florida Administrative Code) **C.** Citations to the Federal Register are noted as F.R. **D.** Citations to the Code of Federal Regulations are noted as C.F.R. **E.** Citations to the United States Code are noted as U.S.C.

Revised 8/27/19
Revised 2/11/20
Revised 3/8/22

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Legal	F.S. 274
	F.S. 1000.05
	F.S. 1001.41
	F.S. 1003.21
	F.S. 1012.01(3, b)
	F.S. 1012.28

Last Modified by Caroline Mockler on October 7, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of LEGISLATIVE/POLICYMAKING
Code	po0131 fsj CM 10/7/2025
Status	
Adopted	June 13, 2017
Last Revised	January 14, 2025

0131 - **LEGISLATIVE/POLICYMAKING**

The School Board is the policymaking body for the School District. After considering recommendations submitted by the Superintendent, the Board shall adopt bylaws and policies for the organization and operation of the Board and efficient operation and general improvement of the School District.

The term "rule" for purpose of this policy is defined in F.S. 120.52; it does not include "curricula by an educational unit". As used in this bylaw, the term "rule" and "policy" shall have the same definition. The development or prescription of curriculum by the Board is removed from the procedural requirements for policymaking.

F.S. 1001.41

The Board may determine policy matters governed by permissive law, but not on matters governed by mandatory law. No policy can be in conflict with the operative law of the State or with State Board of Education rules. Any provision of a collective bargaining agreement which is ratified by the Board and affects collective bargaining members shall prevail over any Board policy conflicting with the agreement during the term of the agreement.

Board adoption of policies or revisions to policies shall be pursuant to Florida statutes.

F.S. 120.536(1), 120.54

Policy Development

The Superintendent shall publish notice of the development of a proposed policy before providing notice of a proposed policy as required below. The notice of policy development shall indicate the subject area to be addressed by policy development; provide a short, plain explanation of the purpose and effect of the policy development; cite specific legal authority for the proposed policy; and state how a person may obtain or access, without cost, a copy of any preliminary draft, if available.

The Board may hold workshops for the purpose of policy development after publication of the notice of policy development. Any affected person may request in writing that the Board hold a workshop for policy development, and the Board will then hold such workshop, unless it explains in writing why a workshop is unnecessary.

F.S. 120.54(2)

Adopting Policies

The Superintendent shall present any proposal relating to a policy amendment, the repeal of any policy, or the adoption of a new policy in writing to the Board including a written explanation of the proposal in accordance with Florida law.

A. Notice of Proposed Policy: After the Board has determined that it will give due consideration to the proposal for adoption, amendment, or repeal of a policy, the Superintendent shall give immediate and proper written notice to the public pursuant to the provisions of Florida law. The notice shall include a brief and concise explanation of the proposed policy's purpose and effect, the estimate of economic impact to all individuals affected by the proposed new policy or revision of an existing policy, the legal authority for the Board's action, the location where the text of the proposed revision to current policy or new policy may be obtained or accessed, and the procedure for requesting a public hearing on the proposed policy.

B. Hearings: Any person, who is affected by a proposed policy, policy revision, or the repeal of a policy, may within twenty-one (21) days following notice of the proposal to adopt or repeal such policy, file a written request with the Board for a hearing on the proposed action.

The Board may also, on its own initiative, schedule a public hearing for any proposed policy adoption, revision, or repeal.

C. Rulemaking Record: Any material pertinent to the issues under consideration submitted to the Board within twenty-one (21) days after the date of publication of the notice under paragraph B above or submitted to the Board between the date of publication of the notice and the end of the final public hearing shall be considered by the Board and made a part of the record of the rulemaking proceeding.

D. Board Action: The Board's final vote to adopt, amend, or repeal a policy will occur no sooner than twenty-eight (28) days following publication of the published notice in paragraph A above.

E. The Superintendent shall file immediately in his/her office a copy of any new policy, policy revision, or repealed policy adopted by the Board; policy handbooks and the Board's website shall be updated accordingly.

F. All policies shall become effective upon adoption by the Board, unless another time certain date is specified therein. The Board may adopt a policy authorized by law and necessary for the proper implementation of a statute prior to the effective date of the statute, but the policy may not be effective until the statute upon which it is based is effective.

F.S. 120.54

Notices

All notices pertaining to policymaking shall be published:

A. ~~in a newspaper of general circulation in the District;~~ by publication in a newspaper qualified under F.S. Chapter 50, in the affected area or on a publicly accessible website as provided in F.S. 50.0311;

B. ~~Internet publication for School District notices under F.S. 50.0211(1)(b) may be made on the website of any newspaper in the county to which the legal notice pertains.~~by posting on the District's website not less than seven (7) days before the public meeting, hearing, or workshop; and

C. by mail to persons who have requested advance notice and to organizations representing persons affected by the policy; and

D. ~~by posting on the District's website and in appropriate places.~~

E. by posting on the District's website and in appropriate places so that those particular classes of persons to whom the intended action is directed may be duly notified.

F. by mail to persons who have requested advance notice and to organizations representing persons affected by the policy; and,

G. by posting on the District's website and in appropriate places so that those particular classes of persons to whom the intended action is directed may be duly notified.

H.

Incorporation by Reference

A policy may incorporate material by reference, but only as the material exists on the date the policy is adopted. For purposes of the policy, changes in material are not effective unless the policy is amended to incorporate the changes. Material incorporated by reference in a policy may not incorporate additional material by reference unless the policy specifically identifies the additional material. The reference in the policy to the material being incorporated must include a date or other designation, so that the reader will know exactly what version of the material has been adopted and made part of the rule.

F.S. 120.54(1)(i)(1)

A District policy that incorporates by specific reference another policy of the District automatically incorporates subsequent amendments to the referenced policy, unless a contrary intent is clearly indicated in the referencing policy. Any notice of amendments to a policy that has been incorporated by specific reference in other policies of the District must explain the effect of the amendments on the referencing policies.

F.S. 120.54(1)(i)(2)

Material may not be incorporated into Board policies by reference unless:

A. the material can be made available for free public access through electronic hyperlink from the Board's website listing the policy and making the reference; or,

B. the District has determined that posting of the material on the internet for purposes of public examination and inspection would constitute a violation of Federal copyright law, in which case a statement to that effect, along with the addresses and locations of the District office at which the material is available for public inspection, is included in the notice required.

F.S. 120.54(1)(i)(3)(17)

~~**Challenge to Existing Policy**~~

~~Any person substantially affected by an existing Board policy may petition the Division of Administrative Hearings, Florida Department of Administration, to conduct a hearing on the validity of a policy pursuant to Florida statutes. Any hearing examiner's decision which is adverse to the Board or to the person substantially affected may be judicially reviewed.~~

~~F.S. 120.56(1)~~

Challenge to Proposed Policy

Any person who is substantially affected by a proposed policy, policy revision, or the repeal of a policy may, within twenty-one (21) days following notice of intent to adopt or repeal such policy, file a written request with the Board seeking an administrative determination as to the validity of the proposed action.

F.S. 120.56(2)

Emergency Policies

The Board may determine that the public health, safety, or welfare is endangered and that immediate action is required to protect the public interest. When this occurs, the Board, at any meeting in which a quorum is present, may adopt emergency policies, without complying with the waiting period as provided above. The Superintendent shall properly record the effective date for any such emergency policy. Any emergency policy shall not be valid in excess of ninety (90) days from the adoption or effective date.

Public Input and Access to Policies

Any Board employee, citizen, or agency may submit a policy proposal to the Superintendent's office.

A copy of the compiled policies shall be available for inspection in the Superintendent's office.

The Board policies shall also be accessible on the District's website.

Revised 3/8/22
Revised 1/14/25

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Legal	F.S. 120
	F.S. 120.536(1)
	F.S. 120.54
	F.S. 120.54(2)
	F.S. 120.54(1)(i)(1)
	F.S. 120.54(1)(i)(2)
	F.S. 120.54(1)(i)(3)(17)
	F.S. 120.56(1)
	F.S. 120.56(2)
	F.S. 1001.41

Last Modified by Caroline Mockler on October 7, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of TECHNICAL CORRECTIONS
Code	po0131.1 fsj 6/30/25 CM 10/7/2025
Status	
Adopted	June 13, 2017

0131.1 - **TECHNICAL CORRECTIONS**

Periodically it may be deemed necessary to make technical corrections to policies that have already been adopted through normal procedures. These technical corrections may include consolidation of sections; transfer of sections; combining or dividing sections; renumbering subsections, sections, chapters and titles;

(X) updating the name(s) of the individual(s) who serve as District compliance officer(s), as long as the position/title remains the same as listed in the applicable School Board policy;

and/or corrections or additions for grammatical or typographical errors not affecting the constructions or meaning of those sections, subsections, chapters, titles, or policies as a whole , and are of a non-substantive nature.

(**X**)Should the ~~School~~ Board choose to make such technical corrections, it may be accomplished by resolution as part of the consent agenda without going through the normal policy adoption procedure.

~~**OR**~~

~~**[ ]** The Superintendent is authorized to identify and undertake technical corrections as identified above found in the policies and regulations. Upon completion of the technical and formatting corrections, the Superintendent shall provide a brief summary of the corrections to the Board for review. Should the Board determine that a correction is substantive in nature, it will utilize the normal policy adoption procedure in Policy 0131 – *Legislative/Policymaking* to adopt the amendments to the policy or regulation.~~

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Legal	F.S. 11.242

Last Modified by Caroline Mockler on October 7, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of ELECTION
Code	po0143 technical Correct Consent Agenda fsj 6/30/25 CM 10/7/2025
Status	
Adopted	June 13, 2017

0143 - **ELECTION**

The county shall be divided into five (5) residence areas approximately equal in population.

Members of the School Board shall be elected in a countywide election and once elected shall represent the entire District.

F.S. 1001.36

F.S. 1001.361

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Legal	F.S. 1001.36
	F.S. 1001.361
	F.S. 1001.362

Last Modified by Caroline Mockler on October 7, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of RESIDENCE AREAS
Code	po0143.1 fsj 6/30/25 CM 10/7/2025
Status	
Adopted	June 13, 2017

0143.1 - **RESIDENCE AREAS**

As provided by law, the School Board may make any changes it deems necessary in the boundaries of any Board member residence area in odd-numbered years, provided that such a change shall not disqualify an incumbent member during his/her elected term.

Each elected candidate for the Board member must, by the date the candidate assumes office, be a resident of the Board member residence area from which the candidate was elected and shall reside through the member's term of office in the residency area in which election occurred.

Each qualified elector of the District is entitled to vote for one (1) candidate from each Board member residence area.

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Legal	F.S. 1001.36
	F.S. 1001.361
	F.S. 1001.362

Last Modified by Caroline Mockler on October 7, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of COMMITTEES
Code	po0155 fsj 6/30/25 Technical Correction -Date CM 10/7/2025
Status	
Adopted	June 13, 2017

0155 - **COMMITTEES**

The School Board may establish committees and sub committees as the need arises.

The Board shall designate the standing committees.

Committees of Board members shall, when specifically charged to do so by the Board, conduct studies, and make recommendations to the Board. Whenever a majority of a committee and/or sub-committee meets for any pre-arranged discussion of public business of that committee or sub-committee, it shall abide by the Sunshine Law. The law requires that the committee or sub-committee give public notice of each meeting as well as prepare, file, and maintain minutes of the proceedings. Such minutes shall also be available for inspection by the public.

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Last Modified by Caroline Mockler on October 7, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of NOTICE OF MEETINGS
Code	po0164 fsj 6/30/25 cm 9/22/25 mc9/30/25 CM 10/7/2025
Status	
Adopted	June 13, 2017
Last Revised	July 20, 2021

0164 - ~~**NOTICE OF MEETINGS**~~

NOTICE OF REGULAR MEETINGS, HEARINGS, AND WORKSHOPS

~~Pursuant to State law, the School Board shall give notice of public meetings, hearings, and workshops in the following ways:~~Pursuant to State law, the School Board shall, at least seven (7) days prior to any regular ~~give notice of~~ public ~~meetings~~meeting, ~~hearings~~hearing, and ~~workshops~~workshop, provide notice in the following ways:

A. ~~by publication in a newspaper of general circulation;~~

B. ~~by posting on the District's website not less than seven (7) days before the public meeting, hearing, or workshop;~~

C. ~~by mail to all persons who have made requests for advance notice of the Board's proceedings, and to organizations representing persons affected by any proposed policy; and~~

D. ~~by posting in appropriate places so that particular classes of persons to whom an intended action is directed may be notified.~~

A. **(X)** continuous publication on a publicly accessible website as provided in F.S. 50.0311 or the office Board website;

B. ~~by~~**( )** ~~publication in a newspaper of general circulation; or~~

~~[DRAFTING NOTE: If there is no newspaper of general circulation in the District, select this option instead:]~~

~~**( )** an announcement over at least one (1) radio station whose signal is received in the District a reasonable number of times daily during the forty-eight (48) hours immediately preceding the date of such meeting;~~

C. ~~**( )**by posting a notice at the courthouse door if no newspaper is published in the county~~

The notice posted shall include a general statement of the general subject matter to be considered.

~~Notice of special meetings shall be made in a newspaper or newspapers of general circulation in the county sufficiently in advance of the meeting to allow the public to attend. Such notice shall contain the date, time, place, and purpose of the meeting.~~

~~See also: Bylaw 0165.1 (Agendas) and Bylaw 0165.3 (Special and Emergency Meetings).~~For additional public notice requirements, see also: Bylaw 0131 (*Legislative/Policymaking*), and Bylaw 0165.1 (*Agendas*).

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Legal	F.S. 50.0311
	F.S. 120.525
	F.S. 120.81
	F.S. 1001.372
	F.A.C. 28-102.001

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0165 - **SCHOOL BOARD MEETINGS**

The School Board shall hold at least one (1) regular meeting each month and may conduct other meetings such as workshops, public hearings, special meetings, emergency meetings, and meetings exempt from Florida's Open Meetings laws. See also, Bylaw 0131 (*Legislative/Policymaking*), Bylaw 0164 (*Notice of Regular Meetings, Hearings, and Workshops*),Bylaw 0165.1 (Agendas), ~~Bylaw 0165.2 (Regular Meetings), Bylaw 0165.3 (Special and Emergency Meetings), Bylaw 0166 (Exempt Meetings)~~, and Bylaw 0166.1 (Workshops). Meetings~~The sessions~~ will be held in any appropriate public place in the county, provided that due public notice is given.

~~F.S. 1001.372~~

~~In accordance with law, all meetings at which official acts are to be taken are declared to be open public meetings, and no resolution, rule, policy, regulation, or formal action shall be considered binding except as taken or made at such a meeting. All meetings of the Board shall be open to the public, except as provided by Florida statute, and the order of business of any regular meetings shall include an opportunity for the public to address the Board, as provided in Bylaw 0169.1 below.~~

In accordance with law, all meetings at which official acts are to be taken are declared to be open public meetings, and no resolution, rule, policy, regulation, or formal action shall be considered binding except as taken or made at such a meeting. All meetings of the Board shall be open to the public, except as provided by Florida law, and the order of business of any regular meetings shall include an opportunity for the public to address the Board, as provided in Bylaw 0169.1.

Regular Meetings

Regular meetings shall be held at the time fixed at the annual organizational meeting. Such notification shall be made immediately after the annual organization meeting at which the Board fixes regular meeting dates and times. Should the date of a regular meeting fall on a holiday, the Board may choose the meeting date at any prior meeting. Every Board member shall be notified of the change by letter or by distribution of the Board minutes which carry a record of the change. The Superintendent shall be responsible for public notice of changed meetings.

Special Meetings

A. Special meetings may be called by the Superintendent, the Superintendent at the request of the Board Chair, or the Superintendent at the request of a majority of the members of the Board by serving a written notice of the time, date, location, and purpose of such meeting upon each Board member at least two (2) days in advance of the meeting.

B. Special meetings are intended to be limited to specific matters and shall not be used in place of the Board's responsibility to conduct regular Board meetings not less than once per month. The meeting notice and agenda shall specify the particular matters to be addressed during the special meeting. Business conducted during special meetings must only relate to the particular matters identified in the meeting notice and agenda.

C. All special meetings shall be held in the office of the Superintendent or in a room convenient to that office and regularly designated as the Board meeting room. Meetings may be held at other appropriate public places in the county upon the giving of due public notice.

D. Due public notice shall consist of, at least two (2) days prior to the meeting: continuous publication on a publicly accessible website as provided in F.S. 50.0311 or the District's official website; publication in a newspaper of general circulation in the county, or if there is no newspaper of general circulation in the county, an announcement over at least one (1) radio station whose signal is generally received in the county, a reasonable number of times daily during the forty-eight (48) hours immediately preceding the date of such meeting; or posting a notice at the courthouse door if no newspaper is published in the county.

E. Actions taken during special meetings shall have the same force and effect as if taken at a regular meeting.

Emergency Meetings

A. The Superintendent, the Board Chair, or a majority of the members of the Board may call an emergency meeting when there is an immediate danger to public health, safety, or welfare that requires immediate action.

B. Emergency meetings are intended to be limited to specific emergencies and shall not be used in place of regular or special meetings. The meeting notice and agenda shall specify the particular emergency to be addressed during the meeting in addition to the time, date, and location of the meeting.

C. Notice of emergency meetings shall be provided in a manner that is fair under the circumstances and necessary to protect the public interest. The Board shall attempt to provide immediate public notice of all emergency meetings as follows:

1. Publishing a notice on the District's website.

   [NOTE: Numbers 2-6 are optional methods of providing due public notice of an emergency meeting; in addition to number 1 which is required by uniform rule, the Board shall select at least one (1) of the options below.]

2. ~~**( )** Notify at least one (1) major newspaper in a daily general circulation in the county.~~
3. ~~**( )** Making an announcement over at least one (1) radio station whose signal is generally received in the county, a reasonable number of times daily during the forty-eight (48) hours immediately preceding the date of such meeting.~~

   ~~**[ ],** and providing a news release to other print and broadcast media outlets serving all or part of the county.~~

   ~~**[ ],** as well as wire services.~~

4. **(X-)** Posting a notice on the District-approved social media platforms.
5. ~~**( )** Posting a notice on the front door of the District's main office, which is located at _____.~~

   ~~**[ ],** and on the front door of every school in the District.~~
6. ~~**( )** Posting a notice on the county courthouse door.~~

   ~~**[ ],** and on the front door of _____ **(insert other prominent locations within the county).**~~

D. At the start of each emergency meeting and prior to conducting any business, the Board shall publish in writing and state for the record the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and the Board's reasons for concluding that the procedures used to notice and conduct the emergency meeting is fair under the circumstances.

E. Following the emergency meeting, and as soon as practicable under the circumstances, the Board shall publish in the appropriate publication prescribed by F.S. 120.54(3), and on its website, notice of the time, date, and place of the emergency meeting; a statement setting forth the reasons why the emergency meeting was necessary; and a statement setting forth the action taken during the meeting.

F. Actions taken during emergency meetings shall have the same force and effect as if taken at a regular or special meeting.

Exempt Meetings

The Board is committed to transparency and conducting its meetings in the public. However, certain meetings are exempt from Florida's Open Meetings laws. Examples of such meetings include, but are not limited to, the following:

A. all discussions between the Superintendent, or the Superintendent's representative, and the Board relative to collective bargaining (i.e., "executive sessions");

B. meetings between the Board, the Superintendent, and the Board's attorney to discuss pending litigation to which the Board is presently a party before a court or administrative agency (i.e., "shade meetings");

Such meetings must meet the following conditions:

1. The Board's attorney shall advise the Board at a public meeting that they desire advice concerning the litigation.
2. The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.
3. The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the Board's clerk within a reasonable time after the meeting.
4. The Board shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the Board Chair shall announce the termination of the session.
5. The transcript shall be made part of the public record upon conclusion of the litigation.

C. student expulsion hearings;

D. portions of any meeting relating directly to or that would reveal security and fire safety systems, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems;

E. risk management sessions; and

F. any other meeting permitted to be exempt under Florida law.

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Revised 1/14/25

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Legal F.S. 447
F.S. 1001.372

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Last Revised	March 8, 2022

0165.1 - **AGENDAS**

The Superintendent shall establish the agenda for School Board meetings in consultation with the Board Chair~~Chairperson.~~ Individual members of the Board may place items for discussion on an agenda by advising the Superintendent of their desire to do so. A motion to rescind or to amend action previously taken shall be timely placed on the agenda since either motion may be considered a "proposition". The Superintendent shall establish reasonable procedures and deadlines for the receipt of requests to place items of business on the agenda and requests to make a presentation in the public discussion period. The agenda for Board meetings, hearings, and workshops shall be prepared in time to ensure that a copy of the agenda may be received at least seven (7) days before the event by any person in the State who requests a copy and who pays the reasonable cost of the copy.

The agenda shall contain the items to be considered in order of presentation.

After the agenda has been made available, changes to the agenda shall be only for good cause, as determined by the person designated to preside, and stated in the record. Notification of such change shall be at the earliest practicable time.

A. The agenda along with any meeting materials available in electronic form, excluding confidential or exempt information, shall be published on the Board's website before the event, and shall include any recommendations of the Superintendent.

B. The agenda for each regular meeting shall be mailed or delivered to each Board member so as to provide proper time for the member to study the agenda. Generally, the agenda shall be prepared in time to ensure that a copy of the agenda may be received at least seven (7) days prior to the meeting.

C. The Board shall transact business according to the agenda prepared by the Superintendent and submitted to all Board members in advance of the meeting. The order of business may be altered and items added at any meeting by a majority vote of the members present.

D. Consent Agenda

The Board shall use a consent agenda to keep routine matters within a reasonable time frame.

A member of the Board may request any item be removed from the consent agenda and defer it for individual discussion, public comment (if otherwise permitted), and action. No vote of the Board will be required to remove an item from the consent agenda. A single member's request shall cause it to be relocated as an action item eligible for discussion, public comment (if otherwise permitted), and action. Any item on the consent agenda may be removed and discussed as a nonaction item or be deferred for further study and discussion at a subsequent Board meeting if the Superintendent or any Board member thinks the item requires further discussion.

E. The agenda for special meetings called by the Superintendent, or by the Superintendent on request of the Board Chair~~Chairperson,~~ or on the request of a majority of the Board members, shall be prepared upon the calling of the meeting but not less than forty-eight (48) hours prior to such a meeting. The agenda for special meetings, along with any meeting materials available in electronic form, excluding confidential or exempt information, shall be published on the Board's website at least twenty-four (24) hours before the special meeting, and shall include any recommendations of the Superintendent. The order of business at special meetings of the Board shall be established by the Board.

F. The agenda for emergency meetings, along with any meeting materials available in electronic form, excluding confidential or exempt information, may be published on the Board's website if possible under the circumstances and necessary to protect the public interest.

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Revised 3/8/22

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0165.2 - **REGULAR MEETINGS** **RESCIND**

~~Regular meetings of the School Board shall be public and held at least once each month except as shall be authorized by the Board.~~

~~In accordance with law, regular meetings shall be held at the time fixed at the annual organizational meeting. Such notification shall be made immediately after the annual organization meeting at which the Board fixes regular meeting dates and times. Should the date of a regular meeting fall on a holiday, the Board may change the meeting date at any prior meeting. Every Board member shall be notified of the change by letter or by distribution of the Board minutes which carry a record of the change. The Superintendent shall be responsible for public notice of changed meetings.~~

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Last Revised	February 5, 2019

0165.3 - **SPECIAL AND EMERGENCY MEETINGS**

~~**Special Meetings**~~

A. ~~Special meetings may be called by the Superintendent, the Superintendent at the request of the School Board Chair, or the Superintendent at the request of a majority of the members of the Board by serving a written notice of the time, date, location, and purpose of such meeting upon each Board member at least two (2) days in advance of the meeting.~~

B. ~~Special meetings are intended to be limited to specific matters and shall not be used in place of the Board's responsibility to conduct regular Board meetings not less than once per month. The meeting notice and agenda shall specify particular matters to be addressed during the special meeting. Business conducted during special meetings must only relate to the particular matters identified in the meeting notice and agenda.~~

C. ~~All special meetings shall be held in the office of the Superintendent or in a room convenient to that office and regularly designated as the Board meeting room. Meetings may be held at other appropriate public placed in the county upon the giving of due public notice. Due public notice shall consist of publication in a newspaper of general circulation in the county or in each county where there is no newspaper of general circulation in the county an announcement over at least one (1) radio station whose signal is generally received in the county, a reasonable number of times daily during the forty-eight (48) hours immediately preceding the date of such meeting, or by posting a notice at the courthouse door if no newspaper is published in the county at least two (2) days prior to the meeting.~~

D. ~~Actions taken during special meetings shall have the same force and effect as if taken at a regular meeting.~~

~~**Emergency Meetings**~~

A. ~~The Superintendent, the Board Chair, or a majority of the members of the Board may call an emergency meeting when there is an immediate danger to public health, safety, or welfare that requires immediate action.~~

B. ~~Emergency meetings are intended to be limited to specific emergencies and shall not be used in place of regular or special meetings. The meeting notice and agenda shall specify the particular emergency to be addressed during the meeting in addition to the time, date, and location of the meeting.~~

C. ~~Notice of emergency meetings shall be provided in a manner that is fair under the circumstances and necessary to protect the public interest. The Board shall attempt to provide immediate public notice of all emergency meetings as follows:~~

1. ~~Publishing a notice in a newspaper of daily general circulation in the county.~~

2. ~~Posting a notice on the District's website.~~

D. ~~At the start of each emergency meeting and prior to conducting any business, the Board shall publish in writing and state for the record the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and the Board's reasons for concluding that the procedure used to notice and conduct the emergency meeting is fair under the circumstances.~~

E. ~~Following the emergency meeting, and as soon as practicable under the circumstances, the Board shall publish in the appropriate publication prescribed by F.S. 120.54(3), and on its website, notice of the time, date, and place of the emergency meeting; a statement setting forth the reasons why the emergency meeting was necessary; and a statement setting forth the action taken during the meeting.~~

F. ~~Actions taken during emergency meetings shall have the same force and effect as if taken at a regular or special meeting.~~

~~Revised 2/5/19~~

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Legal F.S. 120.525

F.S. 1001.372

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~~0166 **EXEMPT MEETINGS**~~

~~The School Board is committed to transparency and conducting its meetings in the public. However, certain meetings are exempt from Florida's Open Meetings laws. Examples of such meetings include, but are not limited to, the following:~~

A. ~~all discussions between the Superintendent, or the Superintendent's representative, and the Board relative to collective bargaining (i.e. "Executive Sessions");~~

B. ~~meetings between the Board, the Superintendent, and the Board's attorney to discuss pending litigation to which the Board is presently a party before a court or administrative agency (i.e. "Shade Meetings");~~

~~Such meetings must meet the following conditions:~~

1. ~~The Board's attorney shall advise the Board at a public meeting that they desire advice concerning the litigation.~~

2. ~~The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.~~

3. ~~The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the Board's clerk within a reasonable time after the meeting.~~

4. ~~The Board shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the Board chair shall announce the termination of the session.~~

5. ~~The transcript shall be made part of the public record upon conclusion of the litigation.~~

C. ~~student expulsion hearings;~~

D. ~~portions of any meeting relating directly to or that would reveal security and fire safety systems, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems;~~

E. ~~risk management sessions; and~~

F. ~~any other meetings permitted to be exempt under Florida law.~~

~~Revised 7/20/21~~

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	F.S. 281.301
	F.S. 286.0113
	F.S. 447.605
	F.S. 768.28
	F.S. 1006.07

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1122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

I. General Statement

The School Board does not discriminate on the basis of race(including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities.

It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s)

(i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

III. **District Compliance Officers**

The Superintendent shall appoint compliance officers whose responsibility it will be to require that Federal and State regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law. The Superintendent shall also require that proper notice of nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively bargained, negotiated agreements dealing with hiring, promotion, and tenure will contain a statement of nondiscrimination similar to that in the Board's statement above.

The following persons are designated as the Compliance Officer(s) (COs) and shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator:

A. Compliance Officers

Employee-Related Compliance Issues:

Matthew Goldrick Director of ~~Human Resources~~ Labor Relations & Professional Standards
Phone: 352-797-7000 ext. 451
919 N. Broad Street
Brooksville, Florida 34601
goldrick_m@hcsb.k12.fl.us

Alexis Brown, ~~Supervisor~~ Director of Human Resources
Phone: 352-797-707000 ext. 445
919 N. Broad Street
Brooksville, Florida 34601
brown_a1@hcsb.k12.fl.us

Student-Related Compliance Issues:

Jill Kolasa, Director of Student Services
Phone: 352-797-7008
1036 Varsity Drive
Brooksville, Florida 34601
kolasa_j@hcsb.k12.fl.us

B. Publication Required

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

IV. **Complaint Procedures**

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination, they may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter. Nothing contained in this policy is intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations ("FCHR"), or the Equal Employment Opportunity Commission ("EEOC").

In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation, or misapplication of Federal and/or State law. In addition, employees will be notified of their right to file a complaint with the OCR, FCHR, or EEOC.

Internal complaints must be in writing and identify the specific circumstances or areas of dispute that have given rise to the complaint, and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

V. **Internal Complaint Procedure**

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination that is prohibited in this policy. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the OCR, FCHR, or EEOC.

A. An employee with a complaint based on alleged discrimination may first discuss the problem with the compliance officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the compliance officer for good cause.

C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) business days. If no decision is rendered within ten (10) business days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent.

D. The Superintendent will, within ten (10) business days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The Superintendent will render his/her decision within ten (10) business days of the hearing.

E. The employee may be represented, at their own cost, at any of the above-described meetings/hearings.

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person’s pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

VI. **Filing a Complaint with OCR/FCHR/EEOC**

At any time, if employees believe that they have been subjected to unlawful discrimination, they may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations (FCHR), or the Equal Employment Opportunity Commission ("EEOC").

VII. **Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an

investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

VIII. **Training**

The compliance officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Federal and State law, and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

IX. **Notice**

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the compliance officers will be posted throughout the District, and published in the District's recruitment statements or general information publications as required by Federal and State law and this policy.

X. **Retention of Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District’s response to the alleged violation of this policy;

E. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

F. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

G. dated written determinations to the parties;

H. dated written descriptions of verbal notifications to the parties;

I. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

J. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board’s expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);

L. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

M. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 2/27/18
Revised 8/28/18
Revised 8/27/19
Revised 2/11/20
Revised 7/20/21
Technical Correction 1/14/25

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Legal

F.S. 110.1221

F.S. 250.481

F.S. 760.01

F.S. 760.10

F.S. 1000.05

20 U.S.C. 1681 et seq., Title IX

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 701 et seq., Rehabilitation Act of 1973

42 U.S.C. 2000e, et seq., Civil Rights Act of 1964

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 12112, Americans with Disabilities Act of 1990

29 C.F.R. Part 1635

38 U.S.C. 4301 et seq., The Uniformed Services Employment and Reemployment Rights Act

Last Modified by Maria Cain on October 23, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
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Adopted	June 13, 2017
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1122.01 - **PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The School Board prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of disability.

Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

District Compliance Officers

The following persons are designated as the District Section 504 Compliance Officers/ADA Coordinators ("District Compliance Officers"):

Matthew Goldrick, Director of ~~Human Resources~~ Labor Relations & Professional Standards
Phone: 352-797-7000 ext. 451
919 N. Broad Street
Brooksville, Florida 34601
goldrick_m@hcsb.k12.fl.us

Alexis Brown, ~~Supervisor~~ Director of Human Resources
Phone: 352-797-7000 ext. 445
919 N. Broad Street
Brooksville, Florida 34601
brown_a1@hcsb.k12.fl.us

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

The District Compliance Officers are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from either of the District Compliance Officers.

The District Compliance Officers will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA.

Complaint Procedures

If a person believes that s/he has been discriminated against on the basis of his/her disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment, the person may utilize the complaint procedures set forth in Policy 1122 - Nondiscrimination and Equal Employment Opportunity as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission ("EEOC").

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Training

The District Compliance Officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative procedures and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officers will be published on the District's website and posted throughout the District, and included in the District's recruitment statements or general information publications.

Revised 8/27/19
Revised 7/20/21
Technical Correction 1/14/25

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Legal	29 C.F.R. Part 1630
	29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended
	34 C.F.R. Part 104
	42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

Last Modified by Maria Cain on October 23, 2025

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1210 - **STANDARDS OF ETHICAL CONDUCT**

Definitions

For purposes of this policy, the term "administrator" means those individuals identified in F.S. 1012.01(3). Administrative personnel typically perform management activities such as developing broad policies for the District and executing those policies through the direction of personnel at all levels within the District. Administrative personnel are generally high-level, responsible personnel who have been assigned the responsibilities of systemwide or schoolwide functions, including the following:

A. the superintendent;

B. District-based instructional administrators;

C. District-based noninstructional administrators;

D. school administrators;

E. others who perform management activities, such as assistant Directors, Supervisors, Coordinators, Managers, and those with supervisory responsibilities.

Standards of Ethical Conduct

Administrators shall be guided by and adhere to the following ethical principles:

A. The administrator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The administrator’s primary professional concern will always be for the student and for the development of the student’s potential. The administrator will, therefore, strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The administrator strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one’s colleagues, of students, of parents, and of other members of the community.

Administrators shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual administrator's certificate, or the other penalties as deemed appropriate with the District's discipline policy up to and including termination.

A. Obligation to the student requires the administrator shall:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;

2. not unreasonably restrain a student from independent action in pursuit of learning;

3. not unreasonably deny a student access to diverse points of view;

4. not intentionally suppress or distort subject matter relevant to a student's academic program;

5. not intentionally expose a student to unnecessary embarrassment or disparagement;

6. not intentionally provide classroom instruction to students in prekindergarten through grade 8 on sexual orientation or gender identity, except when required by F.S. 1003.42(2)(n)3. and 1003.46;

7. not intentionally provide classroom instruction to students in grades 9 through 12 on sexual orientation or gender identity unless such instruction is required by State academic standards as adopted in F.A.C. 6A-1.09401, as is part of a reproductive health course or health lesson for which a student's parent has the option to have their student not attend;
8. not intentionally violate or deny a student's legal rights;

9. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination;

10. not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in F.S. 39.01;

11. not exploit a relationship with a student for personal gain or advantage;

12. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;

13. not violate F.S. 553.865(9)(b), which relates to entering restrooms and changing facilities designated for the opposite sex on the premises of an educational institution; and

14. not violate F.S. 1000.071, which relates to the use of personal titles and pronouns in educational institutions.

B. Obligation to the public requires that the administrator shall:

1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;

2. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;

3. not use institutional privileges for personal gain or advantage; (see also Policy 1129, Conflict of Interest)

4. accept no gratuity, gift, or favor that might influence professional judgment; (see also Policy 1129, Conflict of Interest)

   (NOTE: Pursuant to F.S. 112.313, no administrator shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.)

5. offer no gratuity, gift, or favor to obtain special advantages; (see also Policy 1129, Conflict of Interest)

C. Obligation to the profession of education requires that the administrator shall:

1. maintain honesty in all professional dealings;

2. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;

3. not interfere with a colleague's exercise of political or civil rights and responsibilities;

4. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination;

5. not make malicious or intentionally false statements about a colleague;

6. not use coercive means or promise special treatment to influence professional judgments of colleagues;

7. not misrepresent one's own professional qualifications;

8. not submit fraudulent information on any document in connection with professional activities;

9. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position;

10. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;

11. provide upon the request of a certificated individual a written statement of the specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;

12. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these Principles of Professional Conduct for the Education Profession in Florida and other applicable Florida statutes and State Board of Education rules;

13. self-report within forty-eight (48) hours to their supervisor who will alert the Professional Standards Office any arrests/charges;

    Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory.

    In addition, administrators shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4) (c) and F.S. 943.059(4)(c).

14. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

15. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

16. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice; and

17. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

D. No administrative staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with

the proper discharge of his/her duties in the public interest. (see also Policy 1129, Conflict of Interest)

E. No administrator shall solicit or accept anything of value including a gift (See F.S. 112.312), loan, reward, promise of future employment, favor, or service, based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.

F. All administrative staff members shall adhere to the ethical and disciplinary principles enumerated above.

Certificate Holder Serving as Principal

Pursuant to the Principles of Professional Conduct for the Education Profession, a principal who is a certificate holder shall not prevent, direct school personnel to prevent, or allow school personnel to prevent students from accessing any material used in a classroom, made available in a school or classroom library, or included on a reading list, unless the certificate holder or his/her designee has reviewed the material and determines it violates the prohibitions in State law, or the material, is unavailable to students based upon Board policies adopted to implement the relevant provisions of State law.

[Drafting Note: F.S. 1001.42(6) does not require that administrative staff members receive training annually on the standards of ethical conduct; rather, the statute requires that the Board's policies require "all educational support employees, instructional personnel, administrative personnel, and school officers, as defined in s. 1012.01, to complete training on the standards." Neola recommends that school boards continue to require that educational support employees, instructional personnel, administrative personnel, and school officers receive annual training. As such, the policy template continues to include the requirement that such training be provided annually.]

Training

All administrators shall be required to complete training on the standards established herein upon employment and annually thereafter.

Responsibilities Related to Allegations of Misconduct

Pursuant to F.S. 1001.42(7), the superintendent may not knowingly sign and transmit to any State official a report of alleged misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student which the superintendent knows to be false or incorrect, or knowingly fail to adopt policies that require instructional personnel and school administrators to report alleged misconduct by other instructional personnel and school administrators, or that require the investigation of all reports of alleged misconduct by instructional personnel and school administrators, if the misconduct affects the health, safety, or welfare of a student. Violation of these provisions will result in the forfeit of the superintendent's salary for one (1) year.

Revised 2/5/19
Revised 8/27/19
Revised 6/11/24

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Legal

F.S. 112.312
F.S. 112.313
F.S. 1001.42
F.S. 1001.42(6)
F.S. 1001.421
F.S. 1006.28
F.S. 1006.32
F.S. 1012.23
F.A.C. 6A-10.081

Last Modified by Matthew Goldrick on August 21, 2025

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Last Revised	November 19, 2024

1362 - **ANTI-HARASSMENT**

I. General Policy Statement

The policy of the School Board is to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board. Further, the Board prohibits the bullying of any employee as outlined in F.S. 1006.147.

The Superintendent will vigorously enforce its prohibition against discriminatory harassment on the basis of race, (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes") (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Superintendent will direct site/department administrators to investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, immediate steps will be taken to end the harassment, prevent its reoccurrence, and remedy its effects. Employees who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

Further, nothing in this policy shall be construed to abridge the rights of school employees that are protected by the First Amendment to the Constitution of the United States.

II. Other Violations of the Anti-Harassment Policy

The Superintendent will also take immediate steps to impose disciplinary action on employees engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. **Definitions**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more employees and that bullying is based upon sex, race, (including anti-Semitism)color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, creates an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. This unlawful harassment may include, but not be limited to, the following:

1. teasing;
2. social exclusion;
3. threats;
4. intimidation;
5. stalking;
6. cyberstalking;
7. cyberbullying;
8. physical violence;
9. theft;
10. sexual, religious, or racial harassment;
11. public or private humiliation; or
12. destruction of property

B. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against school employee that:

1. places a school employee in reasonable fear of harm to his/her person or damage to his/her property;

2. has the effect of substantially interfering with an employee's educational performance, opportunities, or benefits; or

3. has the effect of substantially disrupting the orderly operation of a school.

C. "Bullying" and "harassment" also include:

1. Retaliation against a school employee by a student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.

2. Perpetuation of conduct listed under the definitions of "bullying," "cyberbullying," or "harassment" by an individual or group with intent to demean, dehumanize, embarrass, or cause physical harm to a school employee by:

a. incitement or coercion;

b. accessing or knowingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system; or,

c. acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

D. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964 "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Unwanted physical and/or sexual contact.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls or

texts.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

12. Consensual sexual relationships where such a relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping that does not involve conduct of a sexual nature.

14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based and gender-based conduct must be sufficiently severe, pervasive, or persistent such that it adversely affects, limits, or denies an individual's employment, or such that it creates a hostile or abusive employment or educational environment.

NOTE: Any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of a crime.

E. Sexual Cyberharassment

Pursuant to Florida law, "sexual cyberharassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyberharassment may be a form of sexual harassment.

F. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon a certain

perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities.

G. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

H. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, a manner of speaking, language, surnames, or ethnic slurs.

I. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

J. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Members of the School District community and Third Parties, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or a Compliance Officer, when the complaint is about the administrator or supervisor, so that the appropriate party (administrator, supervisor or compliance officer) may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or Compliance Officer who receives such a report shall file it with the Professional Standards Office within five (5) business days for recording purposes. The appropriate party is responsible for addressing the concern and/or conducting an investigation when necessary. Anonymous reports of an alleged act of bullying or harassment may be reported to an administrator, supervisor, or other School District official; however, formal disciplinary action may not be based solely on an anonymous report.

Members of the School District community or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's investigation and complaint process. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant'sComplainant's employment or participation in educational or extra-curricular programs unless the makes the complaint maliciously or with the knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

A. Compliance Officers

The following individuals serve as "Compliance Officers" for the District and shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators. They are hereinafter referred to as the "Compliance Officers".

Employee Related Equity Issues:

Matthew Goldrick, Director of Labor Relations & Professional Standards~~Human Resources~~
Phone: 352-797-7000 ext. 451
919 N. Broad Street
Brooksville, Florida 34601
goldrick_m@hcsb.k12.fl.us

Student-Related Equity and 504 Issues:

Jill Kolasa, Director of Student Services
Phone 352-797-7008
1036 Varsity Drive
Brooksville, Florida 34601
kolasa_j@hcsb.k12.fl.us

Staff ADA Coordinator:

Matthew Goldrick, Director of Labor Relations & Professional Standards~~Human Resources~~
Phone: 352-797-7000 ext. 451
919 N. Broad Street
Brooksville, Florida 34601
goldrick_m@hcsb.k12.fl.us

B. Publication Required

The names, titles, and/or contact information of the persons presently serving as Compliance Officers may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

C. Duties and Responsibilities

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist staff, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to a site/department administrator within two (2) business days. Thereafter, policy 5517.01 Bullying and Harassment addresses the procedures to follow for this type of situation.

Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In either case, the Investigation and Complaint Procedures in section V below should be followed.

V. **Investigation and Complaint Procedure**

Any employee or other member of the School District community or Third Party who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below. The site/department administrator will be the first level of review for all formal complaints for that site/department unless they are the subject of the complaint at which point the first level will be their immediate supervisor.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within thirty (30) days of the complaint being received). If further time is needed the site/department administrator must request an extension that can be granted for good cause by a Compliance Officer. If the Compliance Officer investigates then the extension must be granted by the Superintendent.

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights (OCR), the Florida Commission on Human Relations (FCHR), and/or the Equal Employment Opportunity Commission (EEOC).

~~**[DRAFTING NOTE: For complaints that fall outside the scope of Title IX, it is not mandatory that the Board create an informal complaint procedure. However, Neola continues to recommend that school boards include the informal complaint procedure language below. Neola further recommends that the Board consult with its legal counsel if it desires to remove the informal complaint procedure.]**~~

Formal Complaint Procedure

This formal complaint process is not intended to interfere with the rights of an employee, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with an administrator, supervisor, principal &/or the Compliance Officer. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available.

All formal complaints must include the following information to the extent known: the identity of the Respondent a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the site/department administrator shall ask for such details in an oral interview. Thereafter the site/department administrator will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the site/department administrator will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the site/department administrator should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the complainant is unwilling to consent to any change that is deemed appropriate by the site/department administrator, the site/department administrator may still take whatever actions deemed appropriate in consultation with the Compliance Officer.

Within ten (10) business days of receiving a formal complaint, the site administrator or a designee will initiate a formal investigation to determine whether the complainant has been subjected to offensive conduct/harassment/retaliation.

Simultaneously, the site/department administrator will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and a copy of any relevant policies and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) business days.

Although certain cases may require additional time, the site/department administrator or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the site/department administrator or the designee shall compose a written report which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the complainant has been subject to unlawful harassment. The site/department administrator's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The report shall be submitted to the Compliance Officer for review with the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report, the Superintendent must either issue a final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five(5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person’s pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the *Family Educational Rights and Privacy Act* will be maintained in a manner consistent with the provisions of the Federal and State laws.

VII. Sanctions and Monitoring

The Superintendent shall vigorously enforce the Board's prohibitions against unlawful harassment/retaliation and bullying by taking appropriate action reasonably calculated to stop the harassment/retaliation and bullying and prevent further such harassment. While observing the principles of due process, a violation of this policy may result

in disciplinary action up to and including the discharge of an employee. Disciplinary action up to and including the discharge of an employee may occur if an employee is found to have wrongfully and intentionally accused another of an act of bullying or harassment. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Superintendent may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Superintendent becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. **Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. **Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct**

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. **Mandatory Reporting of Misconduct by Certificated Employees**

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 8/28/18
Revised 2/5/19

Revised 8/27/19
Revised 2/11/20
Revised 7/20/21
Revised 11/19/24

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Legal	F.S. 110.1221
	F.S. 250.481
	F.S. 760.01
	F.S. 760.10
	F.S. 784.049
	F.S. 1000.05
	F.S. 1006.07
	F.S. 1006.147
	20 U.S.C. 1400 et seq., The Individuals with Disabilities Improvement Act of 2004, as amended (commonly known as the Individuals with Disabilities Act)
	42 U.S.C. 2000d et seq.
	42 U.S.C. 2000e et seq.
	29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
	29 U.S.C. 794, Rehabilitation Act of 1973
	29 C.F.R. Part 1635
	29 U.S.C. 6101, The Age Discrimination Act of 1975
	38 U.S.C. 4301 et seq., The Uniformed Services Employment and Reemployment Rights Act
	42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
	20 U.S.C. 1681 et seq.
	42 U.S.C. 1983
	42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Last Modified by Matthew Goldrick on September 9, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of SCHOOL IMPROVEMENT
Code	po2120 fsj 7/1/25 jmm 8/8/25 KD 08/13/25
Status	
Adopted	June 13, 2017
Last Revised	May 14, 2024

2120 - **SCHOOL IMPROVEMENT**

The School Board supports the concept of school improvement as established by the State Board of Education and will seek to create and/or maintain effective schools as defined by Florida statute. The Board shall annually approve and require implementation of a new, amended, or continuation of school improvement plan for each school in the District which has a school grade of "D" or "F".

In addition to adopting a mission statement and educational philosophy for the District, the Board shall create, as needed, policies which support the school improvement process.

The Superintendent shall establish administrative procedures which will provide for:

A. School improvement plans which are developed and implemented by school-based teams, working collaboratively, so that both building-level and District-level goals for students can be identified and correlated, and then achieved through effective planning, problem-solving, and assessment.

B. A District-wide, school-improvement plan which provides for decision-making regarding program assessment, curriculum review, determination of performance standards, staff development, and the monitoring and assessment of student outcomes.

C. Collaboration at both the building and District levels with parents, relevant institutions and groups, especially those in the community, who can support and facilitate school improvement in the District.

D. A system of school reports and dissemination of information regarding the performance of students and educational programs as required by Florida statute and State Board of Education rule.

In order to enhance school improvement, the Superintendent is authorized to waive any policy that has been enacted in order to comply with the following Federal statutes/regulations and to request waivers from these laws/regulations from the Commissioner of Education:

Titles I, II, III, IV, VI, IX, X, and Part C of Title VII of the ESEA Act of 1965

The Carl Perkins Vocational and Applied Technology Education Act

The General Education Provisions Act

Parts of Education Department General Administrative Regulations

In requesting such waivers, the Superintendent is to abide by the procedures established by the State Department of Education.

Early Warning System

Each school in the District serving students in kindergarten through grade 8 must develop an early warning system in order to identify students who need additional support to improve academic performance and stay engaged in school. The early warning system must include the following early warning indicators:

A. Attendance below ninety percent (90%) regardless of whether absence is excused or a result of out-of-school suspension.

B. One (1) or more suspensions whether in school or out of school.

C. Course failure in English Language Arts or mathematics during any grading period.

D. A Level 1 score on the Statewide standardized assessments in English Language Arts or mathematics.

E. For students in kindergarten through grade 3, a substantial ~~reading~~ deficiency in reading under F.S. 1008.25(5)(a) or, for students in kindergarten through grade 4, a substantial ~~mathematics~~ deficiency in mathematics under F.S. 1008.25~~, and~~ F.A.C. 6A-6.053 and F.A.C. 6A-6.0533.

A school-based team responsible for implementing the requirements of this paragraph shall monitor the data from the early warning system. The team may include a school psychologist. When a student exhibits two (2) or more early warning indicators, the team, in consultation with the student's parent, shall determine appropriate intervention strategies for the student unless the student is already being served by an intervention program at the direction of a school-based, multidisciplinary team. Data and information relating to a student's early warning indicators must be used to inform any intervention strategies provided to the student.

Voluntary Pre-Kindergarten ("VPK") Students with a Substantial Deficiency in Early Literacy Skills

A VPK student is identified as having a substantial deficiency in early literacy skills if the student scores below the 10th percentile or is unable to complete the practice items at the middle or end of the year test administration of the coordinated screening and progress monitoring system pursuant to F.S. 1008.25. Immediately following identification, public VPK students with a substantial deficiency in early literacy skills must be provided interventions in early literacy skills that are intensive, explicit, systematic, and multisensory in accordance with F.S. 1008.25.

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Revised 12/12/23
Revised 5/14/24

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Legal

F.S. 1001.42

F.S. 1001.452

F.S. 1003.02

F.S. 1008.345

F.S. 1012.98

F.A.C. 6A-6.053, District Comprehensive Evidence-Based Reading Plan

F.A.C. 6A-6.0533, Determining a Substantial Math Deficiency

Last Modified by Caroline Mockler on October 16, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of SCHOOL ADVISORY COUNCILS FOR SCHOOL IMPROVEMENT AND ACCOUNTABILITY
Code	po2125 fsj 7/1/25, MCS 7/16/25
Status	
Adopted	June 13, 2017

2125 - **SCHOOL ADVISORY COUNCILS FOR SCHOOL IMPROVEMENT AND ACCOUNTABILITY**

A school advisory council shall be established at each school in the District and include in its name the words "school advisory council". Each school advisory council shall be the sole body responsible for final decision-making at the school relating to the implementation of applicable provisions of F.S. 1001.42 and 1008.345.

Each advisory council shall perform functions prescribed by the School Board; however, no advisory council shall have any of the powers and duties now reserved by law to the Board. Each school advisory council shall assist in the preparation and evaluation of the school improvement plan and, with technical assistance from the Florida Department of Education (FLDOE), shall assist in the preparation of the school's annual budget and plan.

Council members may attend meetings in person or through the use of telecommunication networks such as telephonic and video conferencing.

Composition and Membership

The composition and membership of each advisory council shall:

1. be composed of the principal and an appropriately balanced number of teachers, education support employees, students, parents, and other business and community citizens who are representative of the ethnic, racial, and economic community served by the school.~~,~~
2. career center~~sprovided that vocational-technical center~~ and high school advisory councils shall include students, and middle and junior high school advisory councils may include students.
3. School advisory councils of career centers and adult education centers are not required to include parents as members~~;~~.
4. A majority of members of each council must ~~be persons~~ not be employed by the ~~School~~ District. ~~Council members representing teachers, education support employees, students and parents shall be elected by their respective peer groups at the school in a fair and equitable manner. business and other community members shall be selected by the school according to the written procedures for the school advisory councils for school improvement and accountability. Such procedures must include means of ensuring wide notice of vacancies and of taking input on possible members from local business, chambers of commerce, community and civic organizations and groups, and the public at large.~~

A simple majority is defined as fifty-one percent (51%) of the membership or one-half (1/2) of the number of members plus one (1). The number of parent representatives shall at least be equal to the number of teacher representatives.

The ~~School~~ Board shall review the membership composition of each advisory council. School advisory councils for school improvement and accountability will comply with procedures set forth in Florida statutes and ~~Florida~~ State Board of Education rules~~Administrative Rules~~.

~~Membership~~

~~Council members representing teachers, education support employees, students, and parents shall be elected by their respective peer groups at the school in a fair and equitable manner.~~

~~Business and other community members shall be selected by the school according to the written procedures for the school advisory councils for school improvement and accountability.~~

Election of Members

Written procedures for advisory councils shall include the following procedures for elections:

A. Advance notice of election with a specific election date and an opportunity for write-in nominations and ballots for those unable to be present at the election;

B. Ample advance notice will be given for nominations of all interested persons in the following categories before elections are held;

C. Teachers shall be elected by teachers;

D. Education support employees shall be elected by education support employees;

E. Students shall be elected by students; and

F. Parents shall be elected by parents

G.

H. Council members representing teachers, education support employees, students and parents shall be elected by their respective peer groups at the school in a fair and equitable manner. bBusiness and other community members shall be selected by the school according to the written procedures for the school advisory councils for school improvement and accountability. Such procedures must include means of ensuring wide notice of vacancies and of taking input on possible members from local business, chambers of commerce, community and civic organizations and groups, and the public at large.~~.~~

I.

Bylaws

Each school advisory council shall adopt bylaws establishing procedures for:

A. requiring a quorum to be present before a vote may be taken by the school advisory council;

A majority of the membership of the council constitutes a quorum.

B. requiring at least three (3) days' advance notice in writing to all members of the advisory council of any matter that is schedule to come before the council for a vote;

C. scheduling meetings when parents, students, teachers, business persons, and members of~~fo~~ the community can attend;

D. replacing any member who has two (2) unexcused consecutive absences from a school advisory council meeting that is noticed according to the procedures in the bylaws; and,

E. recording minutes of meetings.

The Board may review all proposed bylaws of a school advisory council and shall maintain a record of minutes of council meetings.

~~**Participation of Members**~~

~~Written procedures for advisory councils shall include criteria for active participation by members of the council, and procedures for replacement of council members who fail to meet these requirements.~~

School Improvement Plans

A. School Improvement Plans Approval Process

1. School improvement plans are submitted to the Board for approval. Any District review or revision of the school improvement plan in preparation for presentation to the Board must be done with the collaboration and approval of the school advisory council.

2. The Board approves or declines to approve each plan. If all plans are approved, the Superintendent and Board Chairman certify to the Commissioner of Education that the plans have been approved for the coming year together with any necessary report that a school has not made adequate progress. The plans themselves are not submitted to the Commissioner.

3. If a Board declines to approve a plan, in returning the plan to the school advisory council for revision it must state: (a) the elements within the plan it found to be problematic, and (b) recommendations for change which would enable the plan to be approved. The school advisory council is to then take the comments of the Board and consider revising and resubmitting the plan based upon the Board's feedback. The Board then approves or disapproves any revision.
4. If the school advisory council determines that the Board's suggested changes are not consistent with their goals and/or does not desire to modify the plan, then the council and Board are asked to mutually agree to use a dispute resolution process. The Board is strongly encouraged to involve representatives of all the stakeholders in developing such a dispute resolution rule and to offer the broadest range of options.

5. The dispute resolution process is implemented in an effort to resolve the conflict. If the conflict is not resolved, then formal notice is given by the Board to the Department of Education that additional assistance will be required. The school advisory council may also notify the Department of Education.

B. Conflict/Dispute Resolution Process

Should the Board decide not to approve a plan, in returning the plan to the school advisory council, the Board shall state the elements within the plan found to be problematic and recommend changes. The school advisory council shall consider revising and resubmitting the plan based upon the Board's feedback. The Board shall approve or disapprove the school improvement plan. A plan that still does not receive Board approval shall be reviewed by a mediation committee.

1. The mediation committee shall be composed of the school principal, the advisory council chairperson or designated school advisory council member, Board Chairman or designated Board member, the Superintendent or designee, and a facilitator to be mutually agreed upon by the committee members.

2. The mediation committee shall work with the school advisory council to reach a resolution.

3. Upon resolution, the school advisory council shall submit the revised school improvement plan to the Board for approval in accordance with State mandated deadlines.

4. Should the Board not approve the school improvement plan after exhausting this process, the Department of Education shall be notified of the need for assistance. The school advisory council may also notify the Department of Education.

Flordia's Sunshine Law

Pursuant to F.S. Chapter 286, advisory council meetings shall be publicly noticed and conducted in public are required under Bylaw 0165 - School Board Meetings.

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Legal	F.S. 1001.42
	F.S. 1001.452
	F.A.C. 6A-1.09982

Last Modified by Caroline Mockler on October 16, 2025

Book	Policy Manual
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2280 - **PHYSICAL EDUCATION**

The School Board recognizes the value of physical education to the maintenance of the health and vitality of all students, as well as to the development of life-long habits that will enhance personal fitness and wellness and has available to students one-on-one counseling concerning the benefits of physical education.

Therefore, it shall be the policy of the Board that opportunities for physical education that are consistent with the Florida Early Learning Services Birth to Five standards for physical development, be available to all students in Pre-Kindergarten. Students in kindergarten through grade five (5) shall be provided 150 minutes of physical education, as defined in State law, each week. Students in grade six who are enrolled in a school with students in Kindergarten through grade five shall also be provided 150 minutes of physical education as defined in State law each week.

In addition to the requirements for physical education, the Board will provide at least one hundred (100) minutes of supervised, safe, and unstructured free-play recess each week for students in kindergarten through grade 5 so that there are at least twenty (20) consecutive minutes of free-play recess per day.

For students in a middle school, which has enrolled students in grades six through eight, each student is required to complete one (1) class period for one (1) semester per school year of physical education.

Students in grades nine (9) through twelve (12) shall be required to earn a minimum of one (1) credit in physical education.

The physical education curriculum in this District shall be in accord with standards established by the Department of Education, as well as those recommended by the National Association of Health, Physical Education, and Recreation.

Physical education instruction shall include activities requiring at least a moderate level of physical exertion and duration sufficient to provide a health benefit for the participants. When planning the required activities, the instructor shall consider the different capabilities of the students and adapt the plans accordingly.

Furthermore, the outcomes of the physical education program in this District shall stress physical fitness and encourage the development of a healthy, active lifestyle. Specific grade level outcomes shall be established annually in each school's school improvement plan.

Each student's parents shall be notified by the Student Progression Plan of the options available to waive participation in physical education prior to the placement of physical education on a student's schedule. A student must meet one (1) of the following criteria to be available for a waiver from the required physical education class:

A. the student is enrolled or required to enroll in a remedial course;

B. the student's parent indicates in writing to the school that:

1. the parent requests that the student enroll in another course from among those courses offered as options by the School District; or

2. the student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.

Provision shall be made at all levels to excuse individual students from specific activities if the direction to do so is received, in writing, from the student's physician.

Students may be excused from specific activities if those activities are contrary to their religious beliefs. A request to excuse a student from such activities must be received in writing from the student's parent or from the eligible student.

If one (1) of the above criteria is met and the parent has notified the District, the student will not have physical education placed on their schedule for that ensuing school year.

Additionally, each student's parents will be notified by the Student Progression Plan as follows:

A. A student can fulfill one (1) unit of credit in physical education by participating in interscholastic sports at the junior varsity or varsity level for two (2) full seasons and passing the State-developed competency test on physical fitness with a score of "C" or better.

B. Completion of one (1) semester with a grade of "C" or better in a marching band class, in a physical activity class that requires participation in marching band activities as an extra-curricular activity, or in a dance class shall satisfy one-half (1/2) credit in physical education or one-half (1/2) credit in performing arts.

C. Completion of two (2) years in a Reserve Officer Training Corps (R.O.T.C.) class, a significant component of which is drills, shall satisfy the one (1) credit requirement in physical education and the one (1) credit requirement in performing arts.

D. Taking a marching band class, a physical activity class, or a dance class or by completing two (2) years of JROTC will not be a substitute for the personal fitness or adaptive physical education requirements required by Florida law.

The Superintendent shall annually review the District's wellness policy and physical education policy and include it as an item on a Board meeting agenda for public input and revision.

Revised 2/27/18

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Legal F.S. 1003.4282
F.S. 1003.453
F.S. 1003.455

Last Modified by John Morris on September 12, 2025

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Title	Copy of EDUCATIONAL AND EXTRA-CURRICULAR TRIPS
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Status	
Adopted	June 13, 2017

2340 - **EDUCATIONAL AND EXTRA-CURRICULAR TRIPS**

The School Board recognizes that field trips, and other school-sponsored events and activities, when used for teaching and learning integral to the curriculum, are an educationally sound and important ingredient in the instructional program of the schools.

Parent/Guardian Notification and Permission

To fully inform parents and legal guardians of the details of any school-sponsored event or activity, schools must provide parents and/or legal guardians with a permission form that includes, at a minimum, the following information:

A. the nature of the school-sponsored trip or activity;

B. the date(s) and time(s) of the school-sponsored trip or activity;

C. specific location(s)/type(s) of establishment(s) to be visited and type(s) of sponsors/guests at the school-sponsored trip or activity;

D. mode(s) of transportation;

E. method of student supervision provided, such as anticipated number of chaperones; and,

F. for overnight lodging, whether room assignments are not separated by biological sex at birth.

Students must return the signed permission form to participate in the school-sponsored event or activity.

Planning

Properly planned and executed field trips should:

A. supplement and enrich classroom procedures by providing learning experiences in an environment outside the schools;

B. arouse new interests among students;

C. help students relate school experiences to the reality of the world outside of school;

D. bring the resources of the community - natural, artistic, industrial, commercial, governmental, educational - within the student's learning experience;

E. afford students the opportunity to study real things and real processes in their actual environment.

~~For purposes of this policy, an educational or extra-curricular field trip shall be defined as any planned journey by one or more students away from District premises, which is an integral part of a course of study and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.~~

~~Educational or extra-curricular trips shall be defined as any planned, student travel activity which is approved as part of the District's total educational program and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.~~

School personnel shall ~~shall not accept any form of compensation from vendors that might influence their recommendation on the eventual selection of a location for, or a vendor that will provide transportation to, an educational or extra-curricular field trip. Furthermore, school personnel shall not accept any compensation from a vendor after a decision has been made regarding the location for, or a vendor that will provide transportation to, an educational or extra-curricular field trip. In addition, school personnel who recommended the location for, or a vendor that will provide transportation to, an educational or extra-curricular field trip shall not enter into a contractual arrangement whereby an individual staff member receives compensation in any form from the vendor that operates the venue for, or provides the transportation to, an educational or extra-curricular field trip for services rendered.~~comply with Board Policy 1214, Policy 3214, and Policy 4214 - *Solicitation or Acceptance of Gifts or Unauthorized Compensation* when planning all field trips and other school-sponsored events and activities.

The Board shall approve those educational or extra-curricular field trips which are planned to keep students out of the District overnight or longer or out of the State.

The Superintendent shall approve all other such trips.

The parent/guardian shall be notified prior to any field trip. Such notice shall state the place to be visited, the date of the trip, the time of departure, and the time of return to the school. Any student making a trip shall present a note from his/her parent/guardian giving permission for him/her to make the trip.

No fund-raising shall occur and no money shall be spent (including deposits) for any out-of-state field trips unless and until such trips have received Board approval.

Students may be charged fees, including, but not limited to, admission fees, for educational or extra-curricular trips but no student shall be denied participation from educational field trips for financial inability, nor shall nonparticipation be penalized academically.

Students on all educational or extra-curricular field trips remain under the supervision of this Board and are subject to the District's administrative procedures.

The Board does not endorse, support, or assume liability in any way for any staff member, volunteer, or parent of the District who takes students on trips not approved by the Board or Superintendent. No staff member may solicit students of this District for such trips within the facilities or on the school grounds of the District without permission from the Superintendent. Permission to solicit neither grants nor implies approval of the trip. Such approval must be obtained in accordance with the District's administrative procedures for extended trips.

The Superintendent shall prepare administrative procedures for the operation of both field and other educational or extra-curricular field trips, including athletic trips.

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Legal	F.A.C. 6A-10.089
	F.S. 1001.43
	F.A.C. 6A-10.085
Cross References	ap2430A
	ap2340E

ap2340D

ap2340C

ap2340A

po5782

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Title	Copy of GUIDANCE AND COUNSELING
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[DRAFTING NOTE: During the 2024 Florida Legislative session, the Legislature passed SB 7002 which amended a number of statutes related to regulations of schools. Included in the bill was a provision repealing F.S. 1006.025. F.S. 1006.025 previously required that school districts submit a "district guidance report" to the Commissioner of Education by June 30. With the repeal of F.S. 1006.025, the guidance report is no longer required. While the guidance report is no longer required, the school district may continue to offer a program of guidance and counseling (See F.S. 1001.43(8).]

2411 - **GUIDANCE AND COUNSELING**

The School Board requires that a planned program of guidance and counseling be an integral part of the educational program of the schools. Such a program must be found in the District's Comprehensive Guidance Plan and may:

A. assist students in achieving their optimum growth;

B. enable students to obtain maximum benefit from the offerings of the instructional program of the schools;

C. aid students in identifying options and making choices in vocational and academic planning;

D. help integrate all the students' experience so that s/he can better relate school activity to life outside the school;

E. help students learn to make their own decisions and solve problems independently.

A program of guidance and/or counseling shall be offered to all students and shall:

A. be limited to the services of a professional staff of fully-licensed guidance personnel;

B. include the services of professional guidance personnel and other designated faculty and staff members and appropriate members of the community;

C. be the responsibility of the classroom teacher who may draw upon the services of other more specialized staff members as they are required.

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Book	Policy Manual
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Last Revised	June 24, 2025

2421 - **CAREER AND TECHNICAL EDUCATION**

The School Board recognizes that education is a function of both knowledge and the application of knowledge. Education that ties abstract ideas to practical applications also prepares students to use their minds, as well as preparing them to be citizens, parents, and members of a civilized culture. Career and technical education and academic education are complementary, rather than exclusive.

Career and technical education will provide experiences that complement and reinforce academic concepts that are particularly amenable to contextualized learning in a distinct career area and provide occupationally specific skills.

The Board shall provide career and technical education program offerings that include, but are not limited to:

A. job preparatory courses designed to provide students with the competencies necessary for effective entry into an occupation;

B. exploratory courses designed to give students initial exposure to skills and attitudes associated with a broad range of occupations in order to assist them in making informed decisions regarding their future academic and occupational goals;

C. practical arts courses designed to teach students practical generic skills which, although applicable in some occupations, are not designed to prepare students for entry into an occupation;

D. career education instruction which is designed to strengthen and integrate basic academic skills and career/technical skills and occupational awareness;

E. accelerated career and technical programs such as vocational dual enrollment designed to enable high school students to earn elective credit toward graduation and postsecondary credit toward an A.S. degree or a technical certificate.

Additionally, each high school in the District shall host a career fair during the school year and establish a process to provide students in grades 11 and 12 the opportunity to meet or interview with potential employers during the career fair. The career fair must be held on the campus of the high school, except that a group of high schools in the District or the District and other school districts may hold a joint career fair at an alternative location to satisfy this requirement. A joint career fair must be held at a location within reasonable driving distance for students at all participating schools. The career fair must be held during the school day and may use Florida's online career planning and work-based learning system as part of the career fair activities. Alternatively, the District may consult with local workforce development boards, advisory committees, and business groups to determine free or cost-effective methods to provide other career and industry networking opportunities during the school day for secondary students, and exposure for elementary and secondary students to a representative variety of industries, business, and careers.

Any effort to recruit students to participate in a particular career and technical program shall follow applicable State and Federal laws regarding provision of information.

The Superintendent shall annually submit a list of the career and technical education courses available in the District to the Board for approval. If required, the course list and any other related information shall thereafter be submitted to the Florida Department of Education (FLDOE) for approval.

Career and technical education program offerings are available to middle and high school and adult students without regard to race (including anti-Semitism), color, national origin, sex (including sexual orientation, transgender status, or gender identity), age, disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law. The Superintendent is to ensure that application forms for cooperative education programs contain a notice of nondiscrimination. The notice of nondiscrimination shall be part of the application forms provided to employers.

Procedures for program operation in accordance with applicable labor laws are incorporated in the FLDOE ~~Florida Department of Education~~, Curriculum Frameworks, and Student Performance Standards. Those documents are kept on file in the Superintendent's office.

Career and Professional Academies; Career-Themed Courses

The District shall offer career and professional academies at the middle and high school levels, and at least two (2) career-themed courses. A "career and professional academy" is a research-based program that integrates a rigorous academic curriculum with an industry-specific curriculum aligned directly to priority workforce needs established by the regional workforce board or the Department of Commerce ~~Economic Development.~~ Students completing career and professional academy programs must receive a standard high school diploma, the highest available industry certification, and opportunities to earn postsecondary credit if the academy partners with a postsecondary institution approved to operate in the State.

A "career-themed course" is a course, or a course in a series of courses, that leads to an industry certification identified in the CAPE Industry Certified Funding List pursuant to rules adopted by the State Board of Education. Career-themed courses have industry-specific curriculum aligned directly to priority workforce needs established by the regional workforce board or the Department of Commerce ~~Economic Development~~. Students completing a career-themed course will be provided opportunities to earn postsecondary credit if the credit for the career-themed course can be articulated to a postsecondary institution approved to operate in the State.

The Board expects career and professional academies offered in the District's high schools to provide rigorous and relevant career-themed courses that articulate to postsecondary-level coursework and provide students with the opportunity to receive a standard high school diploma, the opportunity to earn industry certification, the opportunity to attain the Florida Gold Seal Vocational Scholars award, and the opportunity to earn postsecondary credit.

The Board further provides the opportunity for middle school students who successfully complete the curriculum of the career and professional academies or a career-themed course to transfer to a high school career and professional academy or a career-themed course currently operating within the District. Students who complete such courses at the middle school level must have the opportunity to earn an industry certificate, high school credit, and participate in career planning, job shadowing, and business leadership development activities. The District shall inform students and parents during course selection for middle school of the career and professional academy or career-themed courses available within the District.

The Board encourages the Superintendent to forge partnerships with local businesses in the development of career and professional academies. These partnerships will help prepare students for the State's workforce needs, as well as help attract, expand, and retain targeted, high-value industry and jobs in the community.

The District's career and professional academies should increase student academic achievement and graduation rates through integrated academic and career curriculum. Each middle school career exploration program, middle and high school career, and professional academies leading to industry certification, and high school graduation requirements shall be aligned.

Each career and professional academy and career-themed course at the high school level must:

A. provide a rigorous standards-based academic curriculum integrated with a career curriculum; consider multiple styles of student learning; promote learning by doing through application and adaptation; maximize relevance of the subject matter; enhance each student's capacity to excel; and include an emphasis on work habits and work ethics.

B. include one or more partnerships with postsecondary institutions, businesses, industry, employers, economic development organizations, or other appropriate partners from the local community. Such partnerships with postsecondary institutions shall be delineated in articulation agreements and include any career and professional academy courses or career-themed courses that earn postsecondary credit. Such agreements may include articulation between the secondary school and public or private two (2) year and four (4) year postsecondary institutions and technical centers. Such partnerships must provide opportunities for:

1. instruction from highly skilled professionals who possess industry-certification credentials for courses they are teaching;

2. internships, externships, and on-the-job training;

3. a postsecondary degree, diploma, or certificate;

4. the highest available level of industry certification;

5. maximum articulation of credits pursuant to F.S. 1007.23 upon program completion.

C. promote and provide opportunities for students enrolled in a career and professional academy or a career-themed course to attain, at minimum, the Florida Gold Seal Vocational Scholars award pursuant to F.S. 1009.536.

D. provide instruction in careers designated as high-skill, high-wage, and high-demand by the regional workforce development board, the chamber of commerce, economic development agencies, or the Department of Commerce~~Economic Opportunity~~.

E. deliver academic content through instruction relevant to the career, including intensive reading and mathematics intervention required by F.S. 1003.428, with an emphasis on strengthening reading for information skills.

F. offer applied courses that combine academic content with technical skills.

G. provide instruction resulting in competency, certification, or credentials in workplace skills, including, but not limited to, communication skills, interpersonal skills, decision-making skills, the importance of attendance and timeliness in the work environment, and work ethics.

Each career and professional academy at the middle school level must:

A. lead to careers in occupations designated as high-skill, high-wage, and high-demand in the CAPE Industry Certified Funding List approved under rules adopted by the State Board of Education.

B. integrate content from core subject areas.

C. integrate career and professional academy or career-themed course content with intensive reading and mathematics pursuant to F.S. 1003.428.

D. coordinate with high schools to maximize opportunities for middle school students to earn high school credit.

E. provide access to virtual instruction courses provided by virtual education providers legislatively authorized to provide part-time instruction to middle school students. The virtual instruction courses must be aligned to State curriculum standards for middle school career and professional academy courses or career-themed courses, with priority given to students who have required course deficits.

F. provide instruction from highly skilled professionals who hold industry certificates in the career area in which they teach.

G. provide personalized student advisement that includes a parent-participation component.

An adult student who is enrolled in an apprenticeship program that is registered with the FLDOE~~Department of Education~~ in accordance with F.S. Chapter 446, Job Training, is exempt from the provisions of F.S. 1004.91 relating to career preparatory instruction.

High School Credit for Career and Technical Student Organization Participation

Students in grades 6 through 12 may earn one (1) high school credit upon providing their school with verifiable documentation showing an accumulation of at least 135 hours of participation in career and technical student organization activities that occur outside of regular class time. The 135-hour threshold may be accumulated over the course of one (1) or more academic years.

A. "Career and technical education program" means a comprehensive program of secondary instruction for which a curriculum framework has been adopted in accordance with F.A.C. 6A-6.0571.

B. "Career and technical student organizations" or "CTSOs" are organizations for students enrolled in a career and technical education program that engages in career and technical education activities as an integral part of the instructional program to develop knowledge and skills by participating in activities, events, and competitions.

CTSO experiences and activities may count toward a high school credit if they provide the opportunity for students to apply academic and technical content to career experiences. These activities may include events, projects, competitions, and workshops, including preparation or practice time for such activities, supervised agricultural experiences, or any other activity that meets the definition of work-based learning under F.S. 446.0915, that is related to a CTSO.

To apply for a high school credit, a student, including a transfer student, must provide CTSO Lead Advisor with the following forms of verifiable documentation of demonstrable CTSO participation no later than April 30:

A. dates/times the student participated in a career or technical student organization activity outside of regular class time;

B. the name of the student organization;

C. timesheets, sign-in sheets, or other time reports;

D. a signed statement from the administrator or supervisor of the student organization verifying that the student has completed the reported number of hours;

Within thirty (30) school days of receipt of the student's documents related to CTSO participation, the District's Supervisor of College and Career Programs will review the documentation and notify the student if the student's CTSO participation meets the requirements of F.A.C. 6A-1.09442 and this policy.

CTSO advisors, CTSO teachers, and other relevant District personnel will be provided training on the requirements to award credit for CTSO participation.

Industry Certification in Industry-Certified Career Education Programs

Post-secondary and secondary schools offering career-themed courses, career and professional academies and post-secondary adult vocational courses shall enable students in such programs to earn industry certification in an industry that is:

A. within an industry that addresses a critical local or Statewide economic need;

B. linked to an occupation that is included in the workforce system's targeted occupation list; or

C. linked to an occupation that is identified as emerging.

To earn industry certification, the student must demonstrate the required proficiency on an assessment evaluated by an independent, third-party certifying entity using predetermined standards for knowledge, skills, and competencies.

Collection of and Accounting for Expenditure of Block Tuition and Other Fees for Career Centers

Secondary Career and Technical Education Course Fee

Career and technical course fee, as listed in the Board-approved fee schedule, is $30 per year for middle school and $50 per year for high school per program. This is the maximum allowable fee. The student, upon registering, is expected to agree to pay the fee. These fees may be used to cover the cost of materials, supplies, and dues. Students who are unable to pay the fees may submit a request to the school asking for a fee waiver.

The annual per-student activity fee may not cover all expenses associated with student participation in individual activities; therefore, additional fees to cover expenses, including (but not limited to) materials, supplies, equipment, travel, membership dues, and other purchased services may be assessed by school principals.

Post-Secondary

The standard tuition of $2.44 per contact hour for residents and nonresidents and the out-of-state fee shall be $9.78 per contact hour. For adult general education programs, block tuition of $45.00 per half year or $30.00 per term shall be assessed.

All funds received from block tuition shall be used only for adult general education programs as per the Wilton Simpson Technical College Handbook.

The determination of resident status for tuition purposes in career centers shall be made in accordance with State law.

Waiver of Tuition and Fees for Certain Individuals

Certain individuals may qualify for a waiver of tuition and/or other fees. The following consists of the Board's tuition and other fee waivers.

A. Tuition shall be waived for undergraduate college credit programs and career certificate programs for each recipient of a Purple Heart or another combat decoration superior in precedent who meets the requirements of State law. Similarly, tuition and fees shall be waived for eligible disabled veterans pursuant to F.S. 1009.21.

B. Out-of-state fees for career centers for the following:

1. Students who are undocumented for Federal immigration purposes and:

a. attended a secondary school in Florida for three (3) consecutive years immediately before graduating from a high school in Florida;

b. apply for enrollment in an institution of higher education within twenty-four (24) months after high school graduation; and

c. submit an official Florida high school transcript as evidence of attendance and graduation.

2. An honorably discharged veteran of the United States Armed Forces, the United States Reserve Forces, or the National Guard who physically resides in Florida while enrolled in the career center; or entitled to and uses educational assistance provided by the United States Department of Veterans Affairs for a quarter, semester, or term beginning after July 1, 2015, who physically resides in Florida while enrolled in the career center.

3. A person who is an active duty member of the Armed Forces of the United States residing or stationed outside of Florida. Tuition and fees charged to a student who qualifies for this out-of-state waiver may not exceed tuition and fees charged to a resident student.

C. Transcript fees shall be waived for any individual who is an active duty member or an honorable discharged veteran of the United States Armed Forces. Transcript fees shall also be waived for such individual's spouse and dependents.

D. All registration, tuition, laboratory, and examination fees for a student participating in the Graduation Alternative to Traditional Education (GATE) Program as set forth under F.S. 1004.933. A waiver provided under this subparagraph after a student's first term shall be provided after State aid pursuant to F.S. 1009.895 is applied. Instructional materials assigned for use under the GATE Program will be made available to GATE Program students free of charge. No criteria to determine a student's eligibility to receive a waiver shall differ from F.S. 1004.933.

The District shall report to the FLDOE all students enrolled in the GATE Program during the fall, spring, or summer terms within thirty (30) days after the end of regular registration. For each eligible student, the District shall report the total reimbursable expenses by category.

Career centers shall report to the State Board of Education the number and value of fee waivers granted annually.

Any career center operated by the Board shall, within the nonresident student enrollment systemwide, prioritize the enrollment of a veteran who is granted an out-of-state fee waiver pursuant hereinabove over any other student who is granted an out-of-state fee waiver under this policy.

Dual Enrollment Agreements Between District Career Centers and District High Schools

Any career center operated by the Board shall enter into a dual enrollment agreement with each high school in any District it serves. The agreement will:

A. identify the courses and programs that are available to students through career dual enrollment and the clock hour credits that students will earn upon completion of each course and program;

B. delineate the high school credit earned for the completion of each career dual enrollment course;

C. identify any college credit articulation agreements associated with each clock hour program;

D. describe how students and parents will be informed of career dual enrollment opportunities and related workforce demand, how students can apply to participate in a career dual enrollment program and register for courses through his/her high school, and the postsecondary career education expectations for participating students;

E. establish any additional eligibility requirements for participation and a process for determining eligibility and monitoring the progress of participating students;

F. delineate costs incurred by each entity and determine how transportation will be provided for students who are unable to provide their own transportation.

On or before August 1st of each year, the Board will submit its agreements to FLDOE.

x] Statewide Award of Uniform Postsecondary Credit for Specified Training and Experience

For the benefit of students who received prior training or experience in service to the community, State, or Nation as a law enforcement officer, of through military service, the award of~~fo~~ uniform postsecondary credit shall be awarded pursuant to F.A.C. 6A-10.0244.

[END OF OPTION]

Strategic Plan to Address Local and Regional Workforce Demands

Florida statutes require each Board to develop, in collaboration with regional workforce boards, economic development agencies, and postsecondary institutions approved to operate in the state, a strategic three (3) year plan to address and meet local and regional workforce demands. If involvement of a regional workforce board or an economic development agency in the strategic plan development is not feasible, the Board, with the approval of the Department of Commerce~~Economic Development~~, shall collaborate with the most appropriate regional business leadership board.

The Board authorizes the Superintendent to collaborate with one (1) or more neighboring counties in the development of the strategic plan, and, upon approval of the plan, to offer career-themed courses, as defined in F.S. 1003.493(1)(b), or a career and professional academy as a joint venture.

The strategic plan must describe in detail provisions for the efficient transportation of students, the maximum use of shared resources, access to courses aligned to State curriculum standards through virtual education providers legislatively authorized to provide part-time instruction to middle school students, and an objective review of proposed career and professional academy courses and other career-themed courses to determine if the courses will lead to the attainment of industry certifications included on the CAPE Industry Certified Funding List pursuant to rules adopted by the State Board of Education.

The strategic three (3) year plan shall be constructed and based upon the elements set forth in F.S. 1003.491. Each strategic plan shall be reviewed, updated, and jointly approved every three (3) years by the School District, regional workforce boards, economic development agencies, and State-approved postsecondary institutions.

Maintenance of Records for Workforce Education Programs Funded with State Appropriations

If the District receives State appropriations for workforce education, it will maintain adequate and accurate records including a system to record District workforce education funding and expenditures, to maintain the separation of postsecondary workforce education expenditures and secondary workforce education expenditures. These records will be submitted to the FLDOE in accordance with rules of the State Board of Education.

Florida Law Enforcement Academy First Responder Scholarship Program

The District offers a Florida First Responder training program that is approved by the Criminal Justice Standards Commission within the Florida Department of Law Enforcement ("Commission"). The program is open to those individuals interested in a career as a law enforcement officer. Trainees participating in the program may be eligible for a Florida First Responder Scholarship ("FFR Scholarship") if they meet the following requirements:

A. the trainee must enroll at Wilton Simpson Technical College;

B. the trainee must be enrolled: for law enforcement trainees - the District's Commission-approved basic recruit training program for the purposes of meeting the minimum qualifications under F.S. 943.13 for employment or appointment as a law enforcement officer; or

C. the trainee must not be: for law enforcement trainees - sponsored by an employing agency under F.S. 943.10(4) to pay the cost of a basic recruit training program; or

D. for emergency medical technician trainees, paramedic trainees, and firefighter trainees - sponsored by an employer that is already covering the cost of the training program.

The amount of the FFR Scholarship will not exceed the cost of tuition, fees, and eligible expenses described in F.S. 1009.896(6), less all other Florida and Federal financial assistance and any financial assistance provided by a trainee's employing agency for the cost of tuition and other expenses covered under F.S. 1009.896(6) shall be as set forth in F.S. 1009.896.

Trainees selected for an FFR Scholarship will receive the award for the fiscal year (July 1 through June 30). A trainee's award will automatically be renewed for the new fiscal year to cover remaining eligible expenses incurred for the same program in which the trainee was enrolled in the prior fiscal year.

To apply for an FFR Scholarship, trainees must contact the Administrative Office to obtain an FFR Scholarship application form. The LEA Scholarship application period will open on July 1st. Applications will not be accepted prior to the opening of the application period. Applications must be submitted to Tanesha Brown via email. Scholarships are on a first-come, first-served basis.

Applications will be reviewed by Wilton Simpson Technical College to determine whether, preliminarily, the applicant meets the eligibility requirements set forth herein. Incomplete applications or applicants who do not meet the eligibility requirements herein will be contacted and afforded an opportunity to resubmit an application if the initial application is received by May 15th.

Applications will be prioritized on a first-come, first-served basis based on the date a trainee's application is determined to be complete.

FFR Scholarship award notices will be provided to selected trainees no later than fifteen (15) days prior to the start of the term. The award notice will list the fund amounts awarded to the trainee, including the amounts for tuition, fees, and expenses as described in F.S. 1009.896. Trainees not selected for a scholarship may appeal to the Florida Department of Education (FLDOE) pursuant to the provisions of F.A.C. 6A-20.0284.

Within thirty (30) days of the end of the regular drop/add period for each term, the District will report to the FLDOE the following information:

A. the social security number and amount awarded to each trainee; and

B. the social security number of each trainee who is eligible for the scholarship but who was not awarded funds.

The District will remit refunds with accompanying documentation to the FLDOE within thirty (30) days of the drop/add period for trainees who are not enrolled after the drop/add deadline or who no longer meet the eligibility requirements for the FFR Scholarship and by July 15 for all other funds not disbursed within the award period in order that funds be utilized to provide the most scholarship awards.

The District's FFR Scholarship Program will adhere to the duties relating to State financial aid established for postsecondary institutions enumerated in F.S. 1009.46.

Armed Services Vocational Aptitude Battery (ASVAB)

The District shall provide opportunities to students in grades 11 and 12 to take the Armed Services Vocational Aptitude Battery (ASVAB) during normal school hours and, if requested by a student, the opportunity to consult with a military recruiter.

[DRAFTING NOTE: This option should be selected if the District offers a GATE program.]

~~**[ ] Graduation Alternative to Traditional Education Program ("GATE")**~~

~~Consistent with F.A.C. 6A-6.0200, the Board authorizes a GATE program that is designed to provide students with alternative pathways to graduation and postsecondary education, with a focus on career readiness and skills development. The Superintendent shall approve procedures necessary to implement the GATE program consistent with State Board of Education rules.~~

[END OF OPTIONAL SECTION]

Revised 2/11/20
Revised 2/23/21
Revised 3/8/22
Revised 7/25/23
Revised 12/12/23
Revised 11/19/24
Revised 6/24/25

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Legal

F.S. 445.004
F.S. 445.006
F.S. 446 et seq.
F.S. 450.081
F.S. 1000.05
F.S. 1001.42
F.S. 1001.43
F.S. 1003.01
F.S. 1003.41
F.S. 1003.4156
F.S. 1003.4282
F.S. 1003.491
F.S. 1003.492
F.S. 1003.4935
F.S. 1004.096
F.S. 1004.91
F.S. 1004.92
F.S. 1004.933
F.S. 1007.271
F.S. 1009.21
F.S. 1009.22

F.S. 1009.26

F.S. 1009.536

F.S. 1009.711

F.S. 1011.62

F.S. 1011.80

F.A.C. 6A-1.09442

F.A.C. 6A-6.0200

F.A.C. 6A-6.0576

F.A.C. 6A-10.0244

29 U.S.C. 201

29 U.S.C. 202

29 U.S.C. 203

29 U.S.C. 204

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29 U.S.C. 216b

29 U.S.C. 217

29 U.S.C. 218

29 U.S.C. 218b

29 U.S.C. 218c

29 U.S.C. 219

Last Modified by Maria Cain on November 5, 2025

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Adopted	March 8, 2022
Last Revised	January 14, 2025

2423 - **SCHOOL-TO-WORK PROGRAM**

Federal School-to-Work Opportunities Act of 1994

The School Board strongly supports ~~the School-to-Work Opportunities Act~~ career and technical education work-based learning opportunities as a means ~~vehicle~~ to help ~~the District~~ ~~to~~ prepare students more effectively for the world of work. ~~Through this legislation, the District will be able to provide students with the following learning experiences needed to develop career-related knowledge, attitudes, and skills as well as life-long learning skills:~~

A. ~~School-based learning which includes career awareness, exploration, and counseling and the integration of academic and vocational learning.~~

B. ~~Work-based learning which provides students with a planned program of job training and/or various types of work experiences that are coordinated with school-based learning.~~

C. ~~Connecting activities which are designed to ensure that there is effective correlation and coordination between what students learn in school and what they learn at worksites.~~

~~The Superintendent is authorized to design and implement school-to-work activities and programs, both independently for this District and in cooperation with other districts, that create the three (3) types of learnings described above. In addition, s/he should take the steps necessary to implement Board Policy 9555 – *Partnerships with Business* and also ensure that the District is participating actively in alliances, consortia, and/or committees that are coordinating school-to-work initiatives in this area.~~

~~The Superintendent's procedures for the development and implementation of school-to-work activities/programs need to provide for the following concerns of the Board:~~

A. ~~Proposals are submitted to obtain planning and/or implementation funds from the State and other sources, when available and appropriate.~~
B. ~~Informed parental consent will be obtained for any out-of-district activities such as career awareness trips, job shadowing, work experiences, and the like.~~
C. ~~Proper supervision is being provided to all students when they are participating in learning activities in off-school sites.~~
D. ~~All students are being provided with appropriate opportunities to participate in school-to-work activities when available.~~
E. ~~Emphasis is being placed throughout the program on the development/reinforcement of a high-quality work ethic by every student.~~
F. ~~Each learning activity/program will have defined objectives with a clear correlation to career preparation and a means for assessing how well each student is achieving the objectives.~~

G. ~~All activities/programs will comply with associated Board policies and District procedures as well as applicable Federal/State laws.~~

~~As appropriate to a particular program initiative, the Superintendent may request waivers from the State on certain statutory or regulatory provisions that are contained in the Elementary and Secondary Education Act and the Carl D. Perkins Vocational and Applied Technology Act.~~

~~Unpaid students interning or getting workplace experience as part of an education program will be considered employees of the District for worker's compensation purposes.~~

~~The Superintendent shall keep the Board informed periodically on the progress of the District toward the goals of this important program.~~

~~Florida Work-Based Learning Opportunities~~

The Board shall provide that each student enrolled in grades 9 through 12 has access to at least one (1) work-based learning opportunity.

In accordance with Florida law, the term "work-based learning opportunity" means an interaction with industry or community professionals that occurs in a workplace setting, to the extent possible, or a simulated environment at an educational institution that allows firsthand experience with tasks required in a given career field, is aligned with curriculum and instruction, and is provided in partnership with an educational institution. A work-based learning opportunity must meet all of the following criteria:

A. be developmentally appropriate.

B. identify learning objectives for the term of experience.

C. explore multiple aspects of an industry.

D. develop workplace skills and competencies.

E. assess performance.

F. provide opportunities for work-based reflection.

G. link to next steps in career planning and preparation in a student's chosen career pathway.

H. be provided in an equal and fair manner.

I. be documented and reported in compliance with State and Federal labor laws.

A work-based learning opportunity should prioritize paid experiences, such as apprenticeships and preapprenticeship programs as those terms are defined in F.S. 446.021.

Revised 12/12/23
Technical Correction 5/14/24
Technical Correction 1/14/25

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Legal

F.S. 446.021 (1)(2)

F.S. 446.0915

F.S. 446.54

F.A.C. 6A-23.002

F.A.C. 6A-23.0042, Work-Based Learning Standards

F.A.C. 6A-23.010

The Fair Labor Standards Act of 1938 (as amended), 29 U.S.C. 201, et seq.

29 C.F.R. Part 570

Last Modified by Caroline Mockler on October 16, 2025

Book	Policy Manual
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Title	Copy of DROPOUT PREVENTION AND ACADEMIC INTERVENTION PROGRAMS
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Status	
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2455 - **DROPOUT PREVENTION AND ACADEMIC INTERVENTION PROGRAMS**

"Dropout prevention and academic intervention programs" is defined as a variety of programs designed to lead to improved academic achievement, attendance and discipline for a student who has been identified as academically unsuccessful, having a pattern of excessive absenteeism or truancy, a history of disruptive behavior, or identified by a school's early warning system. Such programs shall use instructional teaching methods and student services to address the specific needs of each student and lead to improved student behavior. The District shall establish and implement program eligibility for students in grades 1-12 based on academic achievement, attendance, and discipline criteria in accordance with F.S. 1003.53. An Academic Intervention Plan (AIP) must be developed no more than thirty (30) days after each student's entry into the program and to provide individualized student goals and progress monitoring procedures. An Exceptional Student Education (ESE) student's AIP must be consistent with their Individualized Education Program (IEP). The AIP must include ~~include measurable objectives and related services to address the student's needs and transition goals to support the student's next educational placement or postsecondary option.~~,at a minimum, the following:

A. measurable objectives, strategies, supports, and related services that support the program's goals to improve academic achievement, attendance, and discipline, as appropriate;

B. progress monitoring procedures; and,

C. transition goals to support the next educational placement or postsecondary options.

The District shall establish course standards, including credit recovery course procedures, as defined by F.A.C. 6A-6.0521, and requirements for assigning teachers to these programs that are certified in accordance with F.S. 1012.55 and possess the necessary effective, pedagogical, and content-related skills to meet the needs of the students.

The parent of a student has the right to receive written notice by certified mail or other method agreed to by the parent before placement of the student in a dropout prevention and academic intervention program. The parent will be notified in writing and entitled to an administrative review of any action by school personnel relating to the student's placement. Thereafter, the parent must be notified annually. The notification must be in the parent's primary language or other mode of communication commonly used by the parent unless clearly not feasible pursuant to F.A.C. 6A-6.0908.

The Board shall submit information through an annual report to the Florida Department of Education's database documenting the extent to which each of the dropout and prevention and academic intervention programs has been successful in the areas of graduation rate, dropout rate, attendance rate, and retention/promotion/rate.

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Legal F.S. 1003.53

F.A.C. 6A-6.0521

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Book	Policy Manual
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Title	Copy of EXCEPTIONAL STUDENT EDUCATION
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2460 - **EXCEPTIONAL STUDENT EDUCATION**

The School Board, as an expression of its commitment to provide a free, appropriate, public education for students with disabilities in accordance with State and Federal laws, rules, and regulations, shall develop and implement Special Programs and Procedures for Exceptional Students and the District Plan for Exceptional Student Education. These documents shall include at least the components listed below, shall provide administrative procedures for Exceptional Student Education Programs, and shall be revised when required by the Florida Department of Education (FLDOE), readopted, and submitted to the FLDOE.

A. Child Identification

The District will make ongoing efforts to identify, locate, and evaluate students below twenty-two (22) years of age, who reside within the District and have a confirmed or suspected disability in accordance with all Federal regulations and State standards.

B. Procedural Safeguards

A child with a disability and his/her parent shall be provided with safeguards, as required by law, throughout the identification, evaluation, and placement process, and the provision of a free, appropriate, public education to the student.

C. Multifactored Evaluation

A student may not be given special instruction or services as an exceptional student until after s/he has been properly evaluated and found eligible as an exceptional student in the manner prescribed by rules of the State Board of Education.

The District will provide a multifactored evaluation for students with disabilities by ensuring that:

1. children are assessed in their native language or other mode of communication;
2. tests are used for their validated purposes;
3. children are evaluated in all areas related to their suspected disability;
4. testing is conducted by a multidisciplinary team;
5. testing materials and procedures are not racially or culturally biased;

6. tests are administered by trained personnel qualified in accordance with all Federal regulations and State standards;

7. tests are administered in conformance with the instructions provided by the producer;

8. medical evaluation, when required as part of the multifactored evaluation, shall be provided at no cost to the parent by a licensed physician designated by the Superintendent or his/her designee, when other no-cost resources are not available.

The parent of an exceptional student evaluated and found eligible or ineligible shall be notified of each such evaluation and determination. Such notice shall contain a statement informing the parent that s/he is entitled to a due process hearing on the identification, evaluation, and eligibility determination or non-determination.

D. Individualized Education Program

The District will develop an Individualized Education Program IEP) for each child with a disability who needs special education and related services. The IEP shall be designed to meet the unique educational needs of the child and shall be developed in meetings with the child's designated IEP Team. At the initial meeting of a student's IEP team, the District will provide parents with information about the amount of funding the District receives for each of the five (5) exceptional student education support levels for a full-time student.

Parents of the child shall be strongly encouraged to participate in all planning conferences and IEP Team meetings. The school will provide written notice of an IEP meeting to the parent at least ten (10) days before the meeting, indicating the purpose, time, and location of the meeting and who, by title or position, will attend the meeting. The IEP Team meeting requirement may be waived by informed consent of the parent after the parent receives the written notice.

The District will utilize FLDOE parental consent forms for the following actions in a student's IEP:

1. administer to the student an alternate assessment pursuant to F.S. 1008.22 and provide instruction in the State standards access points curriculum; and

2. place the student in an exceptional student education center.

Except for a disciplinary interim alternative placement for no more than forty-five (45) school days, if the District determines that there is a need to change a student's IEP as it relates to the actions described above in 1 and 2, the school must hold an IEP Team meeting that includes the parent to discuss the reason for the change.

The District will not implement the change without parental consent unless the District documents reasonable efforts to obtain the parent's consent and the child's parent has failed to respond, or the District obtains approval through a due process hearing.

The IEP will include the components listed in F.A.C. 6A-6.03028, *Provision of Free Appropriate Public Education (FAPE) and Development of Individual Educational Plans for Students with Disabilities*.

The child's IEP shall be reviewed and revised as often as necessary, but at least annually.

District personnel will collaborate with private instructional personnel who are hired or contracted by parents in compliance with F.S. 1003.572. "Private instructional personnel" include only the following:

1. individuals certified under F.S. 393.17 or licensed under Chapter 490 or Chapter 491 for applied behavior analysis services as defined in F.S. 627.6686 and 641.31098;

2. registered behavior technicians who have a nationally recognized paraprofessional certification in behavior analysis and who practice under the supervision of individuals licensed under F.S. 393.17 or licensed under F.S. Chapter 490 or Chapter 491 by assisting such individuals in the provision of applied behavior analysis services;

   To provide services under this paragraph, a registered behavior technician must be employed by a provider described in Paragraph 1 above.

3. speech-language pathologists licensed under F.S. 468.1185;

4. occupational therapists licensed under part III of 379 Chapter 468;

5. physical therapists licensed under Chapter 486;

6. psychologists licensed under Chapter 490; and

7. clinical social workers licensed under Chapter 491.

Private instructional personnel who are hired or contracted by parents to collaborate with public instructional personnel will be permitted to observe the student in the educational setting, collaborate with instructional personnel in the educational setting, and provide services in the educational setting only if the following requirements are met:

1. the student's public instructional personnel and principal consent to the time and place; and

2. the private instructional personnel satisfy the requirements of F.S. 1012.32 or 1012.321.

E. Least Restrictive Environment

The education of students with disabilities will occur in the least restrictive environment through appropriate special education programs and services designed to meet the unique needs of each disabled student. District personnel will use the regular school facilities and adapt them to the needs of exceptional students to the maximum extent appropriate. To the extent appropriate, students with disabilities, including students in public or private institutions or other care facilities, shall be educated with students who are not disabled. Placement of exceptional students will occur only when the nature or severity of the exceptionality is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

F. Confidentiality of Data

The confidentiality of personally identifiable data relating to children with disabilities and their parents and families shall be protected at collection, storage, disclosure, and destruction; one official of this District shall be assigned the responsibility for protecting the confidentiality of personally- identifiable data. The District follows all Federal regulations and State standards related to the confidentiality of data. (See Policy 8330 - *Student Records.*)

G. Due Process

The District will use procedures to allow differences of opinion between parents and this District or between agencies and this District, to be aired and resolved. The procedures shall provide for case conferences and impartial hearings on the District's proposal or refusal to initiate or change the identification, evaluation, eligibility, or educational placement of the child, or the provision of FAPE to the child.

The impartial hearings shall be conducted by an administrative law judge (ALJ) from the Florida Division of Administrative Hearings (DOAH) and shall be final. However, any party who does not agree with the findings and decision in the due process hearing, including a hearing relating to disciplinary procedures, has the right to bring a civil action with respect to the matter that was the subject of the due process hearing. The action may be brought in a State court of competent jurisdiction or in a district court of the United States without regard to the amount in dispute. In the alternative, in hearings conducted on behalf of a student who is identified as gifted, any party aggrieved by the decision of the ALJ has the right to request a review of the order by the District Court of Appeal as provided in F.S. 120.68.

During the pendency of a due process hearing or appellate proceeding regarding a due process complaint, the student shall remain in his/her current educational assignment, unless the parent and the Board otherwise agree.

H. Surrogate Parent

It shall be the policy of the District that whenever the parent or a person who acts in a parental role to a child with a disability or a child suspected of having a disability is determined to be legally unavailable, the child's rights shall be protected through the assignment of a surrogate parent. A surrogate parent means an individual appointed by the Superintendent and/or the court to act in place of a parent in educational decision-making and in safeguarding a child's rights under the Individuals with Disabilities Education Act. The surrogate parent shall not be an employee of the Department of Education, the School District, a community-based care provider, the Department of Children and Family Services, or any other public or private agency involved in the education or care of the child. The surrogate parent shall meet all statutory requirements and attend the required training to be appointed. The Superintendent shall appoint a surrogate not more than thirty (30) days after the District determines a particular student is in need

of a surrogate.

I. Testing Programs

Students with disabilities shall participate in local and State-wide testing programs to the maximum extent appropriate. Individual exemptions and/or waivers shall be granted only as permitted under Florida law and State Board of Education rules. Exceptional students with disabilities shall have access to testing sites.

Further, pursuant to State law, the IEP team may determine that end-of-course assessment cannot accurately measure the abilities of the student and may, therefore, waive the use of the results of the end-of-course assessment for purposes of determining the student's course grade and middle school promotion or award of high school credits.

If the IEP Team determines that a student with a disability is prevented by a "circumstance" or "condition" as defined in F.S. 1008.212 from physically demonstrating the mastery of skills that have been acquired and are measured by the Statewide standardized assessment, a Statewide standardized end-of-course assessment, or an alternate assessment under F.S. 1008.22(3)(c), the IEP Team may submit to the superintendent a written request for an extraordinary exemption from the administration of the assessment, pursuant to F.S. 1008.212. The request may be made at any time during the school year, but not later than sixty (60) days before the assessment for which the request is made. The superintendent will recommend to the Commissioner of Education whether the request should be granted or denied, and the Commissioner will grant or deny the requested exemption within thirty (30) days. A copy of the District's procedural safeguards as required in F.A.C. 6A-6.03311 shall be provided to the parent. If the parent disagrees with the IEP Team's recommendation, the dispute resolution methods described in the procedural safeguards shall be made available to the parent.

A parent who disagrees with the Commissioner's denial of a requested extraordinary exemption may request an expedited hearing before DOAH pursuant to F.S. 1008.212.

J. Right to be Accompanied at Meetings Pertaining to Students with Disabilities

Parents of students with disabilities, or eligible students with disabilities, may be accompanied by another person of their choice at a meeting with District personnel. Such meetings include, but are not limited to, meetings related to the eligibility for exceptional student education or related services; the development of an individual family support plan (IFSP); the development of an individual education plan (IEP); the development of a 504 accommodation plan issued under Section 504 of the Rehabilitation Act of 1973; the transition of a student from early intervention services to other services; the development of postsecondary goals for a student with a disability and the transition services needed to reach those goals; and other issues that may affect the student's educational environment, discipline, or placement of a student with a disability.

District personnel will not object to the attendance of such adult or discourage or attempt to discourage through any action, statement, or other means, parents or an eligible student, from inviting another person of their choice to attend a meeting. Parents, eligible students, or other individuals invited to attend such meetings by parents of students with disabilities or eligible students with disabilities on school grounds shall sign in at the front office of such school as a guest.

Parents of students with disabilities, or eligible students with disabilities, and District personnel shall sign Form 5780 F1 at the meeting's conclusion which states whether or not any District personnel have prohibited, discouraged or attempted discourage the parents, or eligible student, from inviting a person of their choice to the meeting pertaining to their child's, or their own, educational environment, placement, or discipline.

K. Early Literacy Skills for Retained Prekindergarten Students

A parent of a student with a disability who is enrolled in prekindergarten at the age of 4 and is fully funded through the Florida Education Finance Program may retain their child in consultation with the student's IEP team. A student with an IEP who has been retained pursuant to this paragraph and has demonstrated a substantial deficiency in early literacy skills shall receive instruction from the District in early literacy skills.

L. Transfer of Parental Rights at Age of Majority

Unless an exception applies under the rules of the State Board of Education, when a student with a disability reaches the age of eighteen (18), the right of prior written notice is retained as a shared right of the parent and the student. All other parent rights under the IDEA then transfer to the student. At least one (1) year before the student reaches the age of eighteen (18), the Board will provide written notice of the transfer of parent rights and information about

the ways in which the parent may continue to participate in educational decisions, including informed consent, power of attorney, guardian advocacy and guardianship.

At least one (1) year before the student reaches the age of eighteen (18), the Board will provide ~~written notice of the~~information and instruction to the student and the student's parent(s) on self-determination and the legal rights and responsibilities regarding the educational decisions that transfer ~~of parent rights and information about the ways in which the parent may continue to participate in educational decisions, including informed consent, power of attorney, guardian advocacy and guardianship~~to the student upon attaining the age of eighteen (18). The information and instruction will include written notice that the rights afforded to parents under Part B of the IDEA transfer to the student at age eighteen (18) except in specified circumstances referenced in F.A.C. 6A-6.03311, a description of the rights that transfer to the student, and the ways in which the parent may continue to participate in educational decisions, including:

1. informed consent to grant permission to access confidential records protected under the Family Educational Rights and Privacy Act (FERPA) as provided in F.S. 1002.22;
2. powers of attorney as provided in F.S. Chapter 709;
3. guardian advocacy as provided in F.S. 393.12;
4. guardianship as provided in F.S. Chapter 744; and,
5. supported decision-making agreements as provided in F.S. 709.2209.

Placement by the Department of Children and Family Services

After the Department of Children and Family Services provides written notification to the District that an exceptional student has been placed in a private residential care facility, the receiving school district shall, within ten (10) business days, review the student's IEP and shall:

A. provide educational instruction to the student;

B. contract with another provider to provide the educational instruction;

C. contract with the private residential care facility in which the student resides to provide the educational instruction; or

D. decline to provide or contract for educational instruction, in which case the school district in which the legal residence of the student is located shall provide or contract for the educational instruction of the student.

The Superintendent shall administer the local implementation of these State procedures, in accordance with State and Federal laws, rules, and regulations, which shall ensure fulfillment of this policy.

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Revised 12/12/23
Revised 5/14/24
Revised 1/14/25

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Legal F.S. 1001.41
F.S. 1001.42
F.S. 1002.20
F.S. 1003.01(3)
F.S. 1003.4156
F.S. 1003.4282
F.S. 1003.57
F.S. 1003.5715
F.S. 1003.572
F.S. 1008.212

F.S. 1008.22

F.S. 1008.24

Statewide Assessment for Students with Disabilities, F.A.C. 6A-1.0943

Florida Alternate Assessment Requirements, F.A.C. 6A-1.09430

F.A.C. 6A-1.09963

Provision of Free Appropriate Public Education (FAPE) and Development of Individual Educational Plans for Students with Disabilities, F.A.C. 6A-6.03028

Procedural Safeguards and Due Process Procedures for Parents and Students with Disabilities, F.A.C. 6A-6.03311

Procedural Safeguards for Exceptional Students Who Are Gifted, F.A.C. 6A-6.03313

Surrogate Parents, F.A.C. 6A-6.0333

Definitions, ESE Policies and Procedures, and ESE Administrators, F.A.C. 6A-6.03411

20 U.S.C. 1400 et seq.

20 U.S.C. 1401 et seq.

34 C.F.R. Part 300

Last Modified by Anna Jensen on August 16, 2025

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2520 - **SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS**

The School Board adopts courses of study pursuant to State law and Policy 2220. When adopting courses of study, State law also requires the Board to adopt and provide adequate instructional materials to students enrolled in the District.

"Adequate instructional materials" means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's Individualized Education Program (IEP). Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

"Library media center" means any collection of books, ebooks, periodicals, or videos maintained and accessible on the site of a school, including in classrooms.

As required by State law, instructional materials adopted and used in the District shall be consistent with the goals and objectives in the District's adopted course of study and with the course descriptions established by State Board rule. The Board is responsible for the content of all instructional materials and any other materials used in a classroom, made available in a school or classroom library, or included on a reading list.

Each principal shall provide that instructional materials are used to provide instruction to students enrolled at the grade level or levels for which the materials are designed pursuant to adopted Board policies. Each principal shall communicate to parents the manner in which instructional materials are used to implement the curricular objectives of the school and the procedures for contesting the adoption and use of instructional materials. Principals are also responsible for overseeing compliance with District procedures for selecting school library media center materials at the school to which they are assigned and notifying parents of the process for objecting to the use of specific materials.

The Superintendent shall develop administrative procedures that set forth a process to involve staff in the review and evaluation of instructional materials. The staff involved in this process shall recommend to the Superintendent for submission to the Board for adoption of the instructional materials that address the goals and objectives for adopted courses of study and the course descriptions established by State Board rule. The instructional materials shall be from the State-adopted instructional materials list if there has been a State adoption or from publishers and other resources if there has not been a State adoption. A meeting of a committee for the purpose of ranking, eliminating, or selecting instructional materials for recommendation to the Board must be noticed and open to the public in accordance with F.S. 286.011. A committee convened for such purposes must include parents of students who will have access to such materials.

The Superintendent's procedures shall also prescribe the process for the acquisition, management, use, accountability, and reporting requirements of all instructional materials.

Certification by Superintendent

The Superintendent shall annually provide notice to the Department of Education of the State-adopted instructional materials that will be requisitioned for use in the district, including the District's plan for use of the materials.

On or before July 1 each year, the Superintendent will certify to the Commissioner of Education (1) the estimated allocation of state funds for instructional materials for the ensuing fiscal year; and (2) that school librarians and media specialists who are involved in the selection of library media materials for students have completed the online Library Media Training course.

By August 1 each year, the Superintendent will certify to the Commissioner of Education that the Board has approved a comprehensive staff development plan that supports fidelity of implementation of instructional materials programs, including verification that training was provided; the materials are being implemented as designed, and that core reading materials and reading intervention materials used in kindergarten through grade 5 meet the requirements of F.S. 1001.215

Adoption of Instructional Materials

Prior to submitting a recommendation to the Board regarding the recommended instructional materials, those materials will be accessible for review online for at least twenty (20) calendar days prior to the open publicly noticed meeting at which a public hearing will be held so that the Board can receive comment, if any, about the instructional material under consideration for adoption. The Superintendent shall establish reasonable safeguards against the unauthorized use, reproduction, and distribution of the instructional material under consideration.

Following the public hearing, the Board may act upon the Superintendent's recommendation to adopt the instructional materials. The Board will select, approve, and adopt all materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

At an open publicly noticed meeting following the meeting at which the instructional material is adopted, the Board shall consider a recommendation to approve an annual instructional materials plan that identifies any instructional materials to be purchased pursuant to the instructional materials review process described herein.

The Superintendent shall maintain a list of all adopted instructional materials.

Publication on Website of List of Instructional Materials and Process to Limit Student Access

The Board will publish on its website, in a searchable format, a list of all instructional materials, including those used to provide required instruction under Florida law.

The Board will adopt and publish on its website the process for a parent to limit his/her student's access to materials in the school or classroom library.

School Library Media Centers and Reading Lists

Effective July 1, 2022, each book newly made available to students through a school library media center or included in a recommended or assigned school or grade level reading list must be selected and approved by a District employee who holds a valid educational media specialist certificate, regardless of whether the book is purchased, donated or otherwise made available to students.

Procedure

The media specialist will endeavor to stay informed about appropriate new publications, using multiple sources, such as discussions with colleagues, attendance at conferences, and reading a variety of periodicals and book reviews. The media specialist will also receive and consider suggestions or requests brought forward by other faculty, students, and parents.

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

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

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

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

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

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

Each elementary school must publish on its website, in a searchable format, a list of all materials maintained and accessible in the school library media center or a classroom library which can be checked out or used by a student or required as part of a school or grade-level reading list. The format must:

A. identify the type of material maintained in the library media center by category, such as books, ebooks, periodicals, and videos;

B. list, at a minimum, the following information:

1. the title and author for books and ebooks;

2. the name or title for periodicals and videos; and,

3. the title for any other material maintained in the media center.

C. Books and ebooks must be searchable by, at a minimum, author and title. All other materials must be searchable by, at a minimum, title.

Purchase of Instructional Materials

Following adoption by the Board, requisitions shall be issued to purchase current instructional materials from the State-adopted instructional materials list so that each student in kindergarten through grade 12 will have a major tool of instruction in core courses of the subject areas of mathematics, language arts, science, social studies, reading, and literature. Any materials purchased shall be free of pornography and material prohibited under F.S. 847.12, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available. The Board will purchase all materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

Requisitions shall also be issued to purchase instructional materials that will be the major tool of instruction for subjects in the State Course Code Directory for which the Board has adopted courses of study, but for which there are no materials on the State-adopted instructional materials list.

The Superintendent shall approve these purchases.

~~In any year in which the total instructional materials allocation for District has not been expended or obligated prior to June 30th, the unobligated amount shall be carried forward and added to the next year's allocation.~~

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

Replacement and Purchase of Instructional Materials by Students/Parents

Students may be held responsible for the cost of replacing any instructional materials lost, destroyed, or unnecessarily damaged. Failure to provide payment for the damage or loss may result in the suspension of the student from participation in extra-curricular activities, or the debt may be satisfied by the student performing community service activities at the school site as determined by the school principal.

A student or his/her parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping.

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

Free School-Related Instructional Materials

Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

A. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.

B. The materials should fill a legitimate purpose of the school curriculum.

C. The advertising feature of the materials should be minimized.

D. Educational films should contain a minimum amount of commercial advertising.

Equipment or Instructional Materials Vendors

The principal may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

New Worlds Reading Initiative

The New Worlds Reading Initiative, created by the Florida Department of Education, provides high-quality, free books directly to K-prekindergarten through grade 5 students who are not yet reading on grade level, who score below a level 3 on the most recent Statewide, standardized English Language Arts Assessment (ELA), or who have a substantial ~~reading~~ deficiency in reading identified under F.S. 1008.25, or who have a substantial deficiency in early literacy skills based upon the results of the coordinated screening and progress monitoring under F.S. 1008.25.

The School District must notify parents of eligible students upon enrollment and at the beginning of each school year options for specific book topics or genres in order to maximize student interest in reading. The District must coordinate monthly book deliveries with the program administrator beginning no later than October and continuing through at least June. The District must participate in the initiative by partnering with local nonprofit organizations and raising awareness by using marketing materials provided by the program administrator. A student's eligibility for the initiative continues until promotion to grade 6 or until the parent opts out of the initiative.

The District shall coordinate with each charter school it sponsors for the purposes of identifying eligible students, notifying parents, coordinating book deliveries, providing the opportunity to annually select book topics and genres, and raising awareness of the initiative.

The District shall also establish a data-sharing agreement with the initiative's administrator to allow for a streamlined student verification and enrollment process.

The Statewide ELA is not the sole determiner of promotion. Additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and schools in identifying the reading level of the student. A parent of a student in grade 3 who is identified anytime during the year as being at risk of retention may request that the school begin collecting evidence for a portfolio.

Revised 2/27/18
Revised 3/8/22
Revised 10/25/22
Revised 12/13/22
Revised 4/11/23
Revised 12/12/23
Revised 5/14/24
Revised 1/14/25

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Legal F.A.C. 6A-6.053

F.S. 119.071

F.S. 212.183

F.S. 1001.215

F.S. 1002.22

F.S. 1003.485

F.S. 1006.28

F.S. 1006.28 through 1006.42

F.S. 1006.40

F.S. 1008.22

F.S. 1008.25(5) (a)

F.S. 1008.25(5) (c)

F.S. 1014.05

F.A.C. 6A-6.03028

F.A.C. 6A-7.0713

F.A.C. 6A-7.0715

34 C.F.R. Part 300

Last Modified by John Morris on September 12, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of EDUCATIONAL SERVICES FOR STUDENTS IN DEPARTMENT OF JUVENILE JUSTICE EDUCATION PROGRAMS
Code	po2800 fsj 7/1/25 jfk8/8/25
Status	
Adopted	March 8, 2022

2800 - **EDUCATIONAL SERVICES FOR STUDENTS IN DEPARTMENT OF JUVENILE JUSTICE EDUCATION PROGRAMS**

The School Board shall negotiate a cooperative agreement with the Department of Juvenile Justice (DJJ) on the delivery of educational services to students under the jurisdiction of the DJJ and placed in DJJ education programs located in the District. However, the Board is not required to provide more services than can be supported by the funds generated by students in DJJ education programs located in the District.

Pursuant to State law, the Board shall provide, or contract for, appropriate educational assessments and an appropriate program of instruction and special education services for students in a DJJ education prevention, day treatment, ~~residential,~~ or detention program located in the District. Any such contract for juvenile justice education programs shall be in writing between the Board and the provider, be reviewed by DJJ, and ~~shall~~ meet the provisions of Florida law. Provision shall be made for each student in a DJJ education program to participate in basic~~, Career and Professional Education (CAPE),~~ career and technical education, and exceptional student programs as appropriate.

As required by State law, school programming in a DJJ education program shall be made available during the juvenile justice school year, and the educational services shall be provided at times of the day most appropriate for juvenile justice programs. In addition, the educational program shall provide instruction based on each student's individualized transition plan, assessed educational needs, and the education programs available in the school district in which the student will return. (See also Policy 2370.01, Policy 2421, and Policy 2460)

Participation in the program by students of compulsory school attendance age as set forth in State law and Policy 5112 shall be mandatory. All students of noncompulsory school attendance age who have not received a high school diploma or its equivalent shall participate in the educational program, unless the student files a formal declaration of his/her intent to terminate school enrollment pursuant to State law and is afforded the opportunity to take the high school equivalency examination and attain a Florida high school diploma before release from a juvenile justice education program.

The Board shall select appropriate academic and career assessments to be administered at the time of program entry and exit for the purpose of developing goals for education transition plans, progress monitoring plans, individual education plans, as applicable, and Federal reporting, as applicable.

An individualized progress monitoring plan shall be developed for all students ~~not classified as exceptional education students~~ upon entry in a juvenile justice education program and upon reentry in the School District. These plans shall address academic, literacy, and career and technical skills and shall include provisions for intensive remedial instruction in the areas of weakness.

The progress of students who are classified as exceptional education students shall also be monitored in accordance with their Individualized Educational Plan (IEP).

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Legal F.S. 1003.01
F.S. 1003.21
F.S. 1003.51
F.S. 1003.52

Last Modified by Jill Kolasa on August 8, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	po3122 mc 9/25/25
Status	
Adopted	June 13, 2017
Last Revised	January 14, 2025

3122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

I. General Statement

The School Board does not discriminate on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities.

It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s)

(i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

III. **District Compliance Officers**

The Superintendent shall appoint compliance officers whose responsibility it will be to require that Federal and State regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law. The Superintendent shall also require that proper notice of nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively bargained, negotiated agreements dealing with hiring, promotion, and tenure will contain a statement of nondiscrimination similar to that in the Board's statement above.

The following persons are designated as the Compliance Officer(s) (COs) and shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator:

A. Compliance Officers

Employee-Related Equity Issues:

Matthew Goldrick, Director of ~~Human Resources~~ Labor Relations & Professional Standards
Phone: 352-797-7000 ext. 451
919 N. Broad Street
Brooksville, Florida 34601
goldrick_m@hcsb.k12.fl.us

Alexis Brown, ~~Supervisor~~ Director of Human Resources
Phone: 352-797-7000 ext. 451
919 N. Broad Street
Brooksville, Florida 34601
brown_a1@hcsb.k12.fl.us

Student-Related Equity Issues:

Jill Kolasa, Director of Student Services
Phone: 352-797-7008
1036 Varsity Drive
Brooksville, Florida 34601
kolasa_l@hcsb.k12.fl.us

B. Publication Required

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

IV. **Complaint Procedures**

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination, they may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter. Nothing contained in this policy is intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations ("FCHR"), or the Equal Employment Opportunity Commission ("EEOC").

In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation, or misapplication of Federal and/or State law. In addition, employees will be notified of their right to file a complaint with the OCR, the FCHR, or the EEOC.

Internal complaints must be in writing and identify the specific circumstances or areas of dispute that have given rise to the complaint, and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

V. **Internal Complaint Procedure**

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination that is prohibited in this policy. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the OCR, FCHR, or EEOC.

A. An employee with a complaint based on alleged discrimination may first discuss the problem with the compliance officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the compliance officer for good cause.

C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) days. If no decision is rendered within ten (10) days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent.

D. The Superintendent will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The Superintendent will render his/her decision within ten (10) days of the hearing.

E. The employee may be represented, at their own cost, at any of the above-described meetings/hearings.

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person’s pursuit of other remedies Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

VI. **Filing a Complaint with OCR/FCHR/EEOC**

At any time, if employees believe that they have been subjected to unlawful discrimination, the individual may file a complaint with the OCR, FCHR, or EEOC.

VII. **Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary

sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

VIII. **Training**

The compliance officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Federal and State law, and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

IX. **Notice**

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the compliance officers will be posted throughout the District, and published in the District's recruitment statements or general information publications as required by Federal and State law and this policy.

X. **Retention of Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District’s response to the alleged violation of this policy;

E. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

F. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

G. dated written determinations to the parties;

H. dated written descriptions of verbal notifications to the parties;

I. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

J. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board’s expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);

L. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

M. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and

responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 2/27/18
Revised 8/28/18
Revised 8/27/19
Revised 2/11/20
Revised 7/20/21
Technical Correction 1/14/25

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Legal

F.S. 110.1221

F.S. 250.481

F.S. 760.01

F.S. 760.10

F.S. 1000.05

20 U.S.C. 1681 et seq., Title IX

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 701 et seq., Rehabilitation Act of 1973

42 U.S.C., 2000e, et seq., Civil Rights Act of 1964

42 U.S.C. 12112, Americans with Disabilities Act of 1990

29 C.F.R. Part 1635

38 U.S.C. 4301 et seq., The Uniformed Services Employment and Reemployment Rights Act

Last Modified by Maria Cain on October 23, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	po3122.01
Status	
Adopted	June 13, 2017
Last Revised	January 14, 2025

3122.01 - **PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The School Board prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

District Compliance Officers

The following persons are designated as the District Section 504 Compliance Officers/ADA Coordinators ("District Compliance Officers"):

Matthew Goldrick, Director of ~~Human Resources~~ Labor Relations & Professional Standards
Phone: 352-797-7000 ext. 451
919 N. Broad Street
Brooksville, Florida 34601
pinder_r@hcsb.k12.fl.us

Alexis Brown, ~~Supervisor~~ Director of Human Resources
Phone: 352-797-7000 ext. 445
919 N. Broad Street
Brooksville, Florida 34601
brown_a1@hcsb.k12.fl.us

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

The District Compliance Officers are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from either of the District Compliance Officers.

The District Compliance Officers will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA.

Complaint Procedures

If a person believes that s/he has been discriminated against on the basis of his/her disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment, the person may utilize the complaint procedures set forth in Policy 3122 - Nondiscrimination and Equal Employment Opportunity as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission ("EEOC").

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Training

The District Compliance Officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative procedures, and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officers will be published on the District's website and posted throughout the District, and included in the District's recruitment statements or general information publications.

Revised 8/27/19
Revised 7/20/21
Technical Correction 1/14/25

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Legal

29 C.F.R. Part 1630

29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended

34 C.F.R. Part 104

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

Last Modified by Maria Cain on October 23, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of STANDARDS OF ETHICAL CONDUCT
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Adopted	June 13, 2017
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3210 - **STANDARDS OF ETHICAL CONDUCT**

Instructional staff members shall be guided by and adhere to the following ethical principles:

A. The instructional staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The instructional staff member's primary professional concern will always be for the student and for the development of the student's potential. The instructional staff member will, therefore, strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The instructional staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District instructional staff members shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual instructional staff member's certificate, or the other penalties as deemed appropriate with the District discipline policy up to and including termination.

A. Obligation to the student requires that the instructional staff member shall:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.

2. not unreasonably restrain a student from independent action in pursuit of learning.

3. not unreasonably deny a student access to diverse points of view.

4. not intentionally suppress or distort subject matter relevant to a student's academic program.

5. not intentionally expose a student to unnecessary embarrassment or disparagement.

6. not intentionally provide classroom instruction to students in prekindergarten through grade 8 on sexual orientation or gender identity, except when required by F.S. 1003.42(2)(n)3. and 1003.46.

7. not intentionally provide classroom instruction to students in grades 9 through 12 on sexual orientation or gender identity unless such instruction is required by state academic standards as adopted in F.A.C. 6A-1.09401, or is part of a reproductive health course or health lesson for which a student's parent has the

option to have their student not attend.

8. not intentionally violate or deny a student's legal rights;

9. not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in F.S. 39.01.

10. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination; ~~not intentionally violate or deny a student's legal rights~~.

11. not ~~discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in F.S. 39.01.~~exploit a relationship with a student for personal gain or advantage;

12. ~~offer no gratuity, gift, or favor to obtain special advantages. (see also Policy 3129, Conflict of Interest)~~keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;

13. not violate F.S. 553.865(9)(b), which relates to entering restrooms and changing facilities designated for the opposite sex on the premises of an educational institution.

14. not violate F.S. 1000.071, which relates to the use of personal titles and pronouns in educational institutions.

B. Obligation to the profession of education requires that the instructional staff member shall:

1. maintain honesty in all professional dealings.

2. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.

3. not interfere with a colleague's exercise of political or civil rights and responsibilities.

4. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination.

5. not make malicious or intentionally false statements about a colleague.

6. not use coercive means or promise special treatment to influence professional judgments of colleagues.

7. not misrepresent one's own professional qualifications.

8. not submit fraudulent information on any document in connection with professional activities.

9. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.

10. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.

11. provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

12. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules.

13. self-report within forty-eight (48) hours to their supervisor who will alert the Professional Standards office any arrests/charges. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, instructional staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4) (c) and 943.059(4)(c).

14. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

15. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

16. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.

17. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

C. No instructional staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of their duties in the public interest. (see also Policy 3129, Conflict of Interest)

D. All instructional staff members shall adhere to the principles enumerated above.

[Drafting Note: F.S. 1001.42(6) does not require that instructional staff members receive training annually on the standards of ethical conduct; rather, the statute requires that the Board's policies require "all educational support employees, instructional personnel, administrative personnel, and school officers, as defined in s. 1012.01, to complete training on the standards." Neola recommends that school boards continue to require that educational support employees, instructional personnel, administrative personnel, and school officers receive annual training. As such, the policy template continues to include the requirement that such training be provided annually.]

All instructional staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.

Revised 2/5/19
Revised 6/11/24

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Legal F.S. 112.312
F.S. 112.313
F.S. 1001.42(6)
F.S. 1001.421
F.S. 1006.32
F.S. 1012.23
F.A.C. 6A-10.081

Last Modified by Caroline Mockler on October 16, 2025

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3362 - **ANTI-HARASSMENT**

I. **General Policy Statement**

The policy of the School Board is to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board. Further, the Board prohibits the bullying of any employee as set forth in F.S. 1006.147.

The Superintendent will vigorously enforce its prohibition against discriminatory harassment on the basis of race(including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes") (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Superintendent will direct site/department administrators to investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, immediate steps will be taken to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. **Other Violations of the Anti-Harassment Policy**

The Superintendent will also take immediate steps to impose disciplinary action on employees engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. **Definitions**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that creates an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. This unlawful harassment may include, but not be limited to, the following:

1. teasing;
2. social exclusion;
3. threats;
4. intimidation;
5. stalking;
6. cyberstalking;
7. cyberbullying;
8. physical violence;
9. theft;
10. sexual, religious, or racial harassment;
11. public or private humiliation; or
12. destruction of property.

B. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a school employee that:

1. places a school employee in reasonable fear of harm to his/her person or damage to his/her property;

2. has the effect of substantially interfering with an employee's educational performance, opportunities, or benefits; or

3. has the effect of substantially disrupting the orderly operation of a school.

C. "Bullying" and "harassment" also include:

1. Retaliation against a school employee by a student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.

2. Perpetuation of conduct listed under the definitions of "bullying," "cyberbullying," or "harassment" by an individual or group with intent to demean, dehumanize, embarrass, or cause physical harm to a school employee by:

a. incitement or coercion;

b. accessing or knowingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system; or,

c. acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

D. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964 "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Unwanted physical and/or sexual contact.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls or

texts.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

12. Consensual sexual relationships where such a relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping that does not involve conduct of a sexual nature.

14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based and gender-based conduct must be sufficiently severe, pervasive, or persistent such that it adversely affects, limits, or denies an individual's employment, or such that it creates a hostile or abusive employment or educational environment.

NOTE: Any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of a crime.

E. Sexual Cyberharassment

Pursuant to Florida law, "sexual cyberharassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Sexual cyberharassment may be a form of sexual harassment.

F. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

G. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics

of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon a certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities.

H. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, the manner of speaking, language, surnames, or ethnic slurs.

I. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments, or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

J. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Members of the School District community and Third Parties, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or a Compliance Officer, when the complaint is about the administrator or supervisor, so that the appropriate party (administrator, supervisor or compliance officer)may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or Compliance Officer who receives such a complaint shall file it with the Professional Standards office within five (5) business days for recording purposes. The appropriate party is responsible for addressing the concern and/or conducting an investigation when necessary. Anonymous reports of an alleged act of bullying or harassment may be reported to an administrator, supervisor, or other School District official; however, formal disciplinary action may not be based solely on an anonymous report.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's Investigation and Complaint process. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the Complainant makes the complaint maliciously or with the knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

A. Compliance Officers

The following individuals serve as "Compliance Officers" for the District and shall also serve as the District's

Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators. They are hereinafter referred to as the "Compliance Officers".

Employee Related Equity Issues:

Matthew Goldrick, Director of Labor Relations & Professional Standards~~Human Resources~~
Phone: 352-797-7000 ext. 451
919 N. Broad Street
Brooksville, Florida 34601
goldrick_m@hcsb.k12.fl.us

Student-Related Equity and 504 Issues:

Jill Kolasa, Director of Student Services
Phone 352-797-7008
1036 Varsity Drive
Brooksville, Florida 34601
kolasa_j@hcsb.k12.fl.us

Staff ADA Coordinator:

Matthew Goldrick, Director of Labor Relations & Professional Standards~~Human Resources~~
Phone: 352-797-7000 ext. 451
919 N. Broad Street
Brooksville, Florida 34601
goldrick_m@hcsb.k12.fl.us

B. Publication Required

The names, titles, and/or contact information of the persons presently serving as Compliance Officers may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

C. Duties and Responsibilities

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist staff, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to a site/department administrator within two (2) business days. Thereafter, Policy 5517.01 Bullying and Harassment addresses the procedures to follow for this type of situation.

Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In either case, the Investigation and Complaint Procedures in section V below should be followed.

V. **Investigation and Complaint Procedure**

Any employee or other member of the School District community or Third Party who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below. The site/department administrator will be the first level of review for all formal complaints for that site/department unless they are the subject of the complaint at which point the first level will be their immediate supervisor.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30)

calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within thirty (30) days of the complaint being received). If further time is needed, the site/department administrator must request an extension that can be granted for good cause by a compliance officer. If the compliance officer investigates, then the extension must be granted by the Superintendent.

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, and/or the Equal Employment Opportunity Commission.

~~**[DRAFTING NOTE: For complaints that fall outside the scope of Title IX, it is not mandatory that the Board create an informal complaint procedure. However, Neola continues to recommend that school boards include the informal complaint procedure language below. Neola further recommends that the Board consult with its legal counsel if it desires to remove the informal complaint procedure.]**~~

VI.

VII. ~~A.~~ Formal Complaint Procedure

This formal complaint process is not intended to interfere with the rights of an employee, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with an administrator, supervisor, principal &/or the Compliance Officer. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available.

All formal complaints must include the following information to the extent known the identity of the Respondent; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the site/department administrator shall ask for such details in an oral interview. Thereafter, the site/department administrator will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the site/department administrator will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the site/department administrator should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the Complainant is unwilling to consent to any change that is deemed appropriate by the site/department administrator, the site/department administrator may still take whatever actions deemed appropriate in consultation with the compliance officer.

Within ten (10) business days of receiving a formal complaint, the site/department administrator or a designee will initiate a formal investigation to determine whether the complainant has been subjected to offensive conduct/harassment/retaliation.

Simultaneously, the site/department administrator will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and a copy of any relevant policies and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) business days.

Although certain cases may require additional time, the site/department administrator or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

A. interviews with the complainant;

B. interviews with the respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the site/department administrator or the designee shall compose a written report which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the complainant has been subject to unlawful harassment. The site/department administrator's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The report shall be submitted to the Compliance Officer for review with the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report, the Superintendent must either issue a final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person’s pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the *Family Educational Rights and Privacy Act* will be maintained in a manner consistent with the provisions of the Federal and State laws.

VII. Sanctions and Monitoring

The Superintendent shall vigorously enforce the Board's prohibitions against unlawful harassment and bullying/retaliation by taking appropriate action reasonably calculated to stop the harassment/retaliation/bullying and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. Disciplinary action up to and including the discharge of an employee may occur if an employee is found to have wrongfully and intentionally accused another of an act of bullying or harassment. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When

imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Superintendent may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Superintendent becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. **Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. **Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct**

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. **Mandatory Reporting of Misconduct by Certificated Employees**

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate.

XII. **Retention of Public Records, Student Records, and Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and

received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 8/28/18
Revised 2/5/19
Revised 8/27/19
Revised 2/11/20
Revised 7/20/21
Revised 11/19/24

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Legal	F.S. 110.1221
	F.S. 250.481
	F.S. 760.01
	F.S. 760.10
	F.S. 784.049
	F.S. 1000.05
	F.S. 1006.07
	F.S. 1006.147
	20 U.S.C. 1400 et seq., The Individuals with Disabilities Improvement Act of 2004, as amended (commonly known as the Individuals with Disabilities Act)
	20 U.S.C. 1681 et seq
	29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
	29 U.S.C. 794, Rehabilitation Act of 1973
	29 C.F.R. Part 1635
	29 U.S.C. 6101, The Age Discrimination Act of 1975
	38 U.S.C. 4301 et seq., The Uniformed Services Employment and Reemployment Rights Act
	42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
	42 U.S.C. 2000d et seq.
	42 U.S.C. 2000e et seq
	42 U.S.C. 1983
	42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Last Modified by Caroline Mockler on October 16, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of SICK LEAVE
Code	po3430.03 fsj 8/30/2025 Changes requested by Hernando AB 9.10.25
Status	
Adopted	June 13, 2017
Last Revised	August 27, 2019

3430.03 - **SICK LEAVE**

Instructional staff members who are appointed to work full-time shall earn one (1) day of paid sick leave for each month of employment. Earned sick leave shall be pro-rated in proportion to the number of hours employed per day. Sick leave may not be used before it is earned and credited.

A. Accrual

1. Instructional staff is entitled to f~~F~~our (4) days of ~~earned~~ sick leave as of the first day of employment of each contract year, ~~credit shall be annually advanced at the end of the first month of employment of each contract year,~~ and one (1) day of sick leave will be advanced at the end of each successive month of employment. However, each employee is entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment.

2. An employee who is in an active pay status, including leave with pay, shall earn sick leave for each month in which s/he receives pay for one (1) day more than half the number of work days during that month.

3. An employee who is on leave without pay during a month shall earn sick leave for that month if s/he has worked one (1) day more than half the number of work days during that month.

4. If the employee terminates his or her employment and has not accrued the four (4) days of sick leave available to him/her, the School Board may withhold the average daily amount for the days of sick leave used but unearned by the employee.

5. Sick leave shall be cumulative from year to year.

B. Use

1. An employee taking sick leave shall notify the appropriate supervisor and file a leave of absence form before beginning the leave, if possible. In an emergency, the certificate of absence may be filed within five (5) working days following return to duty.

2. Sick leave may be taken for the following reasons:

   a. when the employee is unable to perform his/her duty in the school on account of personal sickness, accident, disability, or extended personal illness, and consequently has to be absent from his/her work;

   b. for the illness or death of the employee's spouse, child, father, mother, brother, sister, other close relative, or member of the employee's own household;

c. as personal leave with pay for up to six (6) days per fiscal year; and

d. for the maternity or paternity of the employee or the employee's spouse.

C. Transfer

1. From Other Public Schools

Sick leave may be transferred from other public schools in Florida funded through the Florida Education Finance Program. Transferred days may only be credited in a number equal to the number of days earned in this District.

2. To Family Members

An employee may authorize transfer of accrued sick leave to his/her spouse, child, parent, or sibling, who is also a District employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2) herein.

The personnel administrator approving the leave may require documentation of the recipient's relationship to the authorizing employee.

(F.S. 1012.61[2, e, 1])

3. To Other Board Employees

An employee may donate (i.e., authorize transfer of) his/her accrued sick leave to another Board employee, provided that the transfer relates to the catastrophic personal illness or disability of the employee, maternity, or catastrophic illness or death of an immediate family member of the employee requesting leave donation. Immediate family member is defined as spouse, dependent child, or parent. The authorizing employee must retain at least ten (10) days of sick leave, as of the time of donation under this policy.

The recipient must provide documentation from the treating physician of the illness, accident, or injury for which leave is needed.

The recipient must anticipate the need for at least ten (10) days of sick leave in order to receive transfers under this policy.

Any transferred sick leave that is not used as anticipated shall be returned to the authorizing administrator, upon the recipient’s return to work. In the case of multiple donors, the unused leave will be returned pro-rata to each donor.

The person receiving the transfer may not use the donated sick leave until s/he has exhausted all of his/her own accrued leave time, including sick, vacation and compensatory time.

Donated sick leave shall have no value for terminal pay.

(F.S. 1012.61[2, e, 2])

D. **Terminal Pay for Sick Leave**

Upon the retirement or death of an employee, s/he will be paid for sick leave accumulated through the end of the last full month worked, but not including the last partial month worked. Accrued sick leave shall be compensated at the daily rate of pay applicable at the time of retirement.

Terminal pay may not exceed an amount determined as follows:

1. during the first three (3) years of service, no payment shall be made

2. during the next three (3) years of service, no payment shall be made

3. during the next three (3) years of service, no payment shall be made

4. during the next three (3) years of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave

5. during and after the 13th year of service, the daily rate of pay multiplied by 100% times the number of days of accumulated sick leave.

Revised 8/28/18
Revised 8/27/19

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Legal

F.S. 402.22

F.S. 1001.41

F.S. 1001.42(5)

F.S. 1001.43(11)

F.S. 1012.22

F.S. 1012.23

F.S. 1012.61

F.S. 1012.62

F.S. 1012.66

Last Modified by Alexis D Brown on September 10, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	po4122.01 mc 9/25/25
Status	
Adopted	June 13, 2017
Last Revised	January 14, 2025

4122.01 - **PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The School Board prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

District Compliance Officers

The following persons are designated as the District Section 504 Compliance Officers/ADA Coordinators ("District Compliance Officers"):

Matthew Goldrick, Director of ~~Human Resources~~ Labor Relations & Professional Standards
Phone: 352-797-7000 ext. 451
919 N. Broad Street
Brooksville, Florida 34601
goldrick_m@hcsb.k12.fl.us

Alexis Brown, ~~Supervisor –~~ Director of Human Resources
Phone: 352-797-7000 ext. 445
919 N. Broad Street
Brooksville, Florida 34601
brown_a1@hcsb.k12.fl.us

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

The District Compliance Officers are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from either of the District Compliance Officers.

The District Compliance Officers will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA.

Complaint Procedures

If a person believes that s/he has been discriminated against on the basis of his/her disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment, the person may utilize the complaint procedures set forth in Policy 4122 - Nondiscrimination and Equal Employment Opportunity as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission ("EEOC").

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Training

The District Compliance Officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative procedures, and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officers will be published on the District's website and posted throughout the District, and included in the District's recruitment statements or general information publications.

Revised 8/27/19
Revised 7/20/21
Technical Correction 1/14/25

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Legal	29 C.F.R. Part 1630
	29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended
	34 C.F.R. Part 104
	42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

Last Modified by Maria Cain on October 23, 2025





Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of STANDARDS OF ETHICAL CONDUCT
Code	po4210 mpg 8/21/2025 fsj 7/1/25 Technical Correctio- Consent Agenda
Status	
Adopted	June 13, 2017
Last Revised	June 11, 2024

4210 - **STANDARDS OF ETHICAL CONDUCT**

Support staff members shall be guided by and adhere to the following ethical principles:

A. The support staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The support staff member's primary professional concern will always be for the student and for the development of the student's potential. The support staff member will, therefore, strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The support staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

All support staff members shall comply with the following disciplinary principles.

Individuals who violate any of these principles shall be subject to disciplinary action, as well as other penalties as may be provided by law.

A. Obligation to the student requires that the support staff member shall:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;

2. not unreasonably restrain a student from independent action in pursuit of learning;

3. not unreasonably deny a student access to diverse points of view;

4. not intentionally suppress or distort subject matter relevant to a student's academic program;

5. not intentionally expose a student to unnecessary embarrassment or disparagement;

6. not intentionally provide classroom instruction to students in prekindergarten through grade 8 on sexual orientation or gender identity, except when required by F.S. 1003.42(2)(n)3. and 1003.46;

7. not intentionally provide classroom instruction to students in grades 9 through 12 on sexual orientation or gender identity unless such instruction is required by state academic standards as adopted in F.A.C. Rule 6A-1.09401, or is part of a reproductive health course or health lesson for which a student's parent has the option to have their student not attend;

8. not intentionally violate or deny a student's legal rights;

9. not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in F.S. 39.01;

10. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination;

11. not exploit a relationship with a student for personal gain or advantage.

12. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;

13. not violate F.S. 553.865(9)(b), which relates to entering restrooms and changing facilities designated for the opposite sex on the premises of an educational institution; and

14. not violate F.S. 1000.071, which relates to the use of personal titles and pronouns in educational institutions.

B. Obligation to the public requires that the support staff member shall:

1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;

2. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;

3. not use institutional privileges for personal gain or advantage; (see also Policy 4129, Conflict of Interest)

4. not use coercive means or promise special treatment to influence professional judgments of colleagues;

5. not misrepresent one's own professional qualifications;

6. not submit fraudulent information on any document in connection with professional activities;

7. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a position;

8. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;

9. provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;

10. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules;

11. self-report within forty-eight (48) hours to their supervisor who will inform the Professional Standards **any** arrests/charges. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or

adjudicatory. In addition, support staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4) (c) and 943.059(4)(c).

12. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

13. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1)

C. No support staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 4129, Conflict of Interest)

D. All support staff members shall adhere to the principles enumerated above.

[Drafting Note: F.S. 1001.42(6) does not require that educational support staff members receive training annually on the standards of ethical conduct; rather, the statute requires that the Board's policies require "all educational support employees, instructional personnel, administrative personnel, and school officers, as defined in s. 1012.01, to complete training on the standards." Neola recommends that school boards continue to require that educational support employees, instructional personnel, administrative personnel, and school officers receive annual training. As such, the policy template continues to include the requirement that such training be provided annually.]

All support staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.

Revised 2/5/19
Technical Change 12/11/19
Revised 6/11/24

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Legal
F.S. 112.312
F.S. 112.313
F.S. 1001.42(6)
F.S. 1001.421
F.S. 1006.32
F.S. 1012.23
F.A.C. 6A-10.081

Last Modified by Matthew Goldrick on August 21, 2025

Book	Policy Manual
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Title	Copy of ANTI-HARASSMENT
Code	po4362 mpg 09/09/2025 fsj 7/1/25
Status	
Adopted	June 13, 2017
Last Revised	November 19, 2024

4362 - **ANTI-HARASSMENT**

I. **General Policy Statement**

The policy of the School Board is to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property or at another location if such conduct occurs during an activity sponsored by the Board. Further, the Board prohibits the bullying of any employee as set forth in F.S. 1006.147.

The Superintendent will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes") (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Superintendent will direct site/department administrators to investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, immediate steps will be taken to end the harassment, prevent its reoccurrence, and remedy its effects. Employees who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

Further, nothing in this policy shall be construed to abridge the rights of school employees that are protected by the First Amendment to the Constitution of the United States.

II. **Other Violations of the Anti-Harassment Policy**

The Superintendent will also take immediate steps to impose disciplinary action on employees engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. **Definitions**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that creates an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. This unlawful harassment may include, but not be limited to, the following:

1. teasing;
2. social exclusion;
3. threats;
4. intimidation;
5. stalking;
6. cyberstalking;
7. cyberbullying;
8. physical violence;
9. theft;
10. sexual, religious, or racial harassment;
11. public or private humiliation; or
12. destruction of property.

B. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against school employee that:

1. places school employee in reasonable fear of harm to his/her person or damage to his/her property;

2. has the effect of substantially interfering with an employee's educational performance, opportunities, or benefits; or

3. has the effect of substantially disrupting the orderly operation of a school.

C. "Bullying" and "harassment" also include:

1. Retaliation against a school employee by a student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.

2. Perpetuation of conduct listed under the definitions of "bullying," "cyberbullying," or "harassment" by an individual or group with intent to demean, dehumanize, embarrass, or cause physical harm to a school employee by:

a. incitement or coercion;

b. accessing or knowingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system; or,

c. acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

D. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964 "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Unwanted physical and/or sexual contact.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls or

texts.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature, placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

12. Consensual sexual relationships where such a relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping that does not involve conduct of a sexual nature.

14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based and gender-based conduct must be sufficiently severe, pervasive, or persistent such that it adversely affects, limits, or denies an individual's employment, or such that it creates a hostile or abusive employment or educational environment.

NOTE: Any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of a crime.

E. Sexual Cyberharassment

Pursuant to Florida law, "sexual cyberharassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyberharassment may be a form of sexual harassment.

F. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon a certain

perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities.

G. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

H. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, the manner of speaking, language, surnames, or ethnic slurs.

I. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments, or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

J. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Members of the School District community and Third Parties, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to an administrator, supervisor or a Compliance Officer, when the complaint is about the administrator or supervisor, so that the appropriate party (administrator, supervisor or compliance officer) may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or Compliance Officer who receives such a report shall file it with the Professional Standards office within five (5) business days for recording purposes. The appropriate party is responsible for addressing the concern and/or conducting an investigation when necessary. Anonymous reports of an alleged act of bullying or harassment may be reported to an administrator, supervisor, or other School District official; however, formal disciplinary action may not be based solely on an anonymous report.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's Investigation and Complaint process. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the Complainant's makes the complaint maliciously or with the knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

A. Compliance Officers

The following individuals serve as "Compliance Officers" for the District and shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators. They are hereinafter referred to as the "Compliance Officers".

Employee Related Equity Issues:

Matthew Goldrick, Director of Labor Relations & Professional Standards~~Human Resources~~
Phone: 352-797-7000 ext. 451
919 N. Broad Street
Brooksville, Florida 34601
goldrick_m@hcsb.k12.fl.us

Student-Related Equity and 504 Issues:

Jill Kolasa, Director of Student Services
Phone 352-797-7008
1036 Varsity Drive
Brooksville, Florida 34601
kolasa_j@hcsb.k12.fl.us

Staff ADA Coordinator:

Matthew Goldrick, Director of Labor Relations & Professional Standards~~Human Resources~~
Phone: 352-797-7000 ext. 451
919 N. Broad Street
Brooksville, Florida 34601
goldrick_m@hcsb.k12.fl.us

B. Publication Required

The names, titles, and/or contact information of the persons presently serving as Compliance Officers may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

C. Duties and Responsibilities

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist staff, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to a site/department administrator within two (2) business days. Thereafter, policy 5517.01 Bullying and Harassment addresses the procedures to follow for this type of situation.

Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In either case, the Investigation and Complaint Procedures in section V below should be followed.

V. **Investigation and Complaint Procedure**

Any employee or other member of the School District community or Third Party who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the l procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below. The site/department administrator will be the first level of review for all formal complaints for that site/department unless they are the subject of the complaint at which point the first level will be their immediate supervisor.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within thirty (30)days of the complaint being received). If further time is needed the site/department administrator must request an extension that can be granted for good cause by a compliance officer. If the compliance officer investigates then the extension must be granted by the Superintendent.

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, and/or the Equal Employment Opportunity Commission.

Formal Complaint Procedure

This formal complaint process is not intended to interfere with the rights of an employee, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with an administrator, supervisor &/or the Compliance Officer. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available.

All formal complaints must include the following information to the extent known: the identity of the Respondent a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the site/department administrator shall ask for such details in an oral interview. Thereafter, the site/department administrator will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the site/department administrator will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the site/department administrator should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the complainant is unwilling to consent to any change that is deemed appropriate by the site/department administrator, the site/department administrator may still take whatever actions deemed appropriate in consultation with the compliance officer.

Within ten (10) business days of receiving a formal complaint, the site/department administrator or a designee will initiate a formal investigation to determine whether the complainant has been subjected to offensive conduct/harassment/retaliation.

Simultaneously, the site/department administrator will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and a copy of any relevant policies and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5)business days.

Although certain cases may require additional time, the site/department administrator or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the site/department administrator or the designee shall compose a written report which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the complainant has been subject to unlawful harassment. The site/department administrator's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The report shall be submitted to the Compliance Officer for review with the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report, the Superintendent must either issue a final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

~~**[Drafting Note: F.S. 1001.42(6) does not require that educational support staff members receive training annually on the standards of ethical conduct; rather, the statute requires that the Board's policies require "all educational support employees, instructional personnel, administrative personnel, and school officers, as defined in s. 1012.01, to complete training on the standards." Neola recommends that school boards continue to require that educational support employees, instructional personnel, administrative personnel, and school officers receive annual training. As such, the policy template continues to include the requirement that such training be provided annually.]**~~

V. A. ~~Informal Complaint Procedure~~

~~The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.~~

~~Employees, other members of the School District community, or Third Parties who believe that they have been unlawfully harassed or retaliated against may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.~~

~~The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.~~

~~All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.~~

~~As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.~~

~~A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) to the Superintendent or other District level employee; and/or (3) directly to one of the Compliance Officers.~~

~~All informal complaints must be reported to the Compliance Officers who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.~~

~~The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or Third Parties who believe they are being unlawfully harassed by another individual with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be~~

~~limited to, one or more of the following:~~

1. ~~Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.~~
2. ~~Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.~~
3. ~~If both parties agree, the Compliance Officers may arrange and facilitate a meeting or mediation between the Complainant and Respondent to work out a mutual resolution.~~

~~While there are no set time limits within which an informal complaint must be resolved, the Compliance Officers or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.~~

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the Family Educational Rights and Privacy Act will be maintained in a manner consistent with the provisions of the Federal and State laws.

VII. Sanctions and Monitoring

The Superintendent shall vigorously enforce the Board's prohibitions against unlawful harassment/bullying/retaliation by taking appropriate action reasonably calculated to stop the harassment/retaliation/bullying and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. Disciplinary action up to and including the discharge of an employee may occur if an employee is found to have wrongfully and intentionally accused another of an act of bullying or harassment. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Superintendent may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Superintendent becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. **Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. **Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct**

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. **Mandatory Reporting of Misconduct by Certificated Employees**

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate.

XII. **Retention of Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 8/28/18
Revised 2/5/19
Revised 8/27/19
Revised 2/11/20
Revised 7/20/21
Revised 11/19/24

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Legal F.S. 110.1221

F.S. 250.481

F.S. 760.01

F.S. 760.10

F.S. 784.049

F.S. 1000.05

F.S. 1006.07

F.S. 1006.147

20 U.S.C. 1400 et seq., The Individuals with Disabilities Improvement Act of 2004, as amended (commonly known as the Individuals with Disabilities Act)

20 U.S.C. 1681 et seq.

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 794, Rehabilitation Act of 1973

29 C.F.R. Part 1635

29 U.S.C. 6101, The Age Discrimination Act of 1975

38 U.S.C. 4301 et seq., The Uniformed Services Employment and Reemployment Rights Act

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Last Modified by Caroline Mockler on October 16, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	NURSING MOTHERS
Code	po4425 fsj 7/1/25 RESCIND AB 9/3/25
Status	
Adopted	June 13, 2017

~~4425 **NURSING MOTHERS**~~

~~As required by Federal law, the School Board shall take steps necessary to support staff members who decide to breastfeed their infants by providing additional unpaid break time, as necessary, for lactating employees to express breast milk for their infants on District premises for up to one (1) year after the birth of the child.~~

~~Prior to returning to work from maternity leave, it shall be the employee's responsibility to notify her supervisor of her intent to continue breastfeeding her infant(s), and of her need to express milk during work hours. Further, it shall be the responsibility of the employee to keep her supervisor informed of her needs in this regard throughout the period of lactation.~~

~~The building administrator shall designate a private area, other than a restroom, where an employee can express breast milk. The designated area shall be a space where intrusion from coworkers, students, and the public can be prevented and one where an employee who is using this area can be shielded from view.~~

~~An employee can express milk during regularly scheduled break periods. The Principal or employee's supervisor shall make an accommodation if the time of regular breaks needs to be adjusted or if additional and/or longer breaks are needed. In the event that more breaks are needed or the break(s) need to be longer than legally required, the additional time required shall be unpaid, and the employee's work schedule or work day shall, therefore, be modified accordingly. The Principal, or the employee's supervisor, shall work with the employee to make these necessary modifications.~~

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Legal	29 U.S.C. 207

Last Modified by Alexis D Brown on September 3, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of ATTENDANCE
Code	po5200 fsj 9/2/25 9/23/25 jfk updated
Status	
Adopted	June 13, 2017
Last Revised	December 12, 2023

5200 - **ATTENDANCE**

The educational program offered by this District is predicated upon the presence of the student and requires continuity of instruction and classroom participation. Attendance shall be required of all students enrolled in the schools during the days and hours that the school is in session. School attendance is the responsibility of parents and students. Absences shall be reported to the school attendance office by the parent or adult student as soon as practicable.

In accordance with statute, the Superintendent shall require, from the parent of each student of compulsory school age or from an adult student who has been absent from school or from class for any reason, a statement of the cause for such absence. The School Board reserves the right to verify such statements and to investigate the cause of each single absence.

In addition, educators have the responsibility to encourage regular attendance of students, maintain accurate attendance records, and follow reporting procedures prescribed by the Superintendent. Schools will record absent and tardy students in the automated student attendance recordkeeping system.

Provision shall be made for promoting school attendance through adjustment of personal problems, education of parents, and enforcement of the compulsory attendance laws and related child welfare legislation. Accordingly:

A. absences must be reported to the school by the parent or adult student within two (2) days upon returning to school;

   Failure to report and explain the absence(s) shall result in unexcused absence(s). The final authority for determining the acceptability of the reason for the absence(s) shall rest with the principal.

B. upon each unexcused absence, or absence for which the reason is unknown, the principal shall contact the student's parent to determine the reason for the absence;

C. teachers shall record absentees each period of the school day and report absences, excused and unexcused, as required by the school;

D. insofar as possible, parents should be contacted each time their child has an unexcused absence or an absence for which the reason is unknown, to prevent the development of patterns of nonattendance;

E. when a student has at least five (5) unexcused absences or absences for which the reasons are unknown, within a calendar month, or ten (10) unexcused absences, or absences for which the reasons are unknown, within a ninety (90) calendar day period, it shall be reported to the Principal that the child may be exhibiting a pattern of nonattendance. Unless there is clear evidence that the absences are not a pattern of nonattendance, the Principal must~~will~~ refer the case to the school's child study team to determine if early patterns of truancy are developing. If

the child study team finds that a pattern of nonattendance is developing, a meeting with the parent must be scheduled to identify potential remedies. ~~If the problem is not resolved, the child study team will implement interventions set forth in, and act in accordance with, the requirements in F.S. 1003.26.~~

~~.~~The child study team may allow the parent to attend the meeting virtually or by telephone if the parent is unable to attend the meeting in person. If the parent or child fails to attend the child study team meeting, the meeting shall be held in their absence, and the child study team shall make written recommendations to remediate the truancy based upon the information available to the school. The recommendations shall be provided to the parent within seven (7) days after the child study team meeting.

If the initial meeting does not resolve the problem ~~is not resolved~~, the child study team shall implement the following:

1. Frequent attempts at communication between the teacher and the family.

2. Attempt to determine the reasons the child is truant from school and provide remedies if available or refer the family to services, including referring the family for available scholarship options if the learning environment is an issue of concern.

3. Evaluation for alternative education programs.

4. Attendance contracts.

The child study team may, but is not required to, implement other interventions, including referral to the Department of Juvenile Justice's designated provider for voluntary family services or to other agencies for family services, or to recommend filing a truancy petition seeking early truancy intervention pursuant to F.S. 984.151.

~~will implement interventions set forth in, and act in accordance with, the requirements in F.S. 1003.26, including referring the family for available scholarship options if the learning environment is an issue of concern.~~

F. 1. If a parent refuses to participate in the remedial strategies determined by the child study team because s/he believes that the strategies are unnecessary or inappropriate, the parent may appeal to the Board.

2. The appeal will be headed by a hearing officer who will make recommendations for final action to the Board.

3. If the Board's final determination is that the strategies of the child study team are appropriate, and the parent still refuses to participate or cooperate, the superintendent may seek criminal prosecution for noncompliance with compulsory school attendance.

Unexcused Absences/Truancy

If the parent of a child who has been identified as exhibiting a pattern of nonattendance enrolls the child in a home education program pursuant to F.S. Chapter 1002, the superintendent shall provide the parent a copy of F.S. 1002.41 and the accountability requirements set forth in F.S. 1003.26. The superintendent shall also refer the parent to a home education review committee composed of the District contact for home education programs and at least two (2) home educators selected by the parent from a District list of all home educators who have conducted a home education program for at least three (3) years and who have indicated a willingness to serve on the committee. The home education review committee shall review the portfolio of the student, as defined by F.S. 1002.41, every thirty (30) days during the District's regular school terms until the committee is satisfied that the home education program is in compliance with F.S. 1002.41(1)(d). The first portfolio review must occur within the first thirty (30) calendar days of the establishment of the program. The following provisions shall also occur if the committee does not determine that the home education program is in compliance with F.S. 1002.41(1)(d):

A. If the parent fails to provide a portfolio to the committee, the committee shall notify the superintendent.

B. The superintendent shall then terminate the home education program and require the parent to enroll the child in an attendance option that meets the definition of "regular school attendance" under F.S. 1003.01 within three (3) days.

C. Upon termination of a home education program pursuant to this subparagraph, the parent shall not be eligible to reenroll the child in a home education program for 180 calendar days.

D. Failure of a parent to enroll the child in an attendance option as required by this subparagraph after termination of the home education program pursuant to this subparagraph shall constitute noncompliance with the compulsory attendance requirements of F.S. 1003.21 and may result in criminal prosecution under F.S. 1003.27(2).

E. Nothing contained herein shall restrict the ability of the superintendent to review the portfolio pursuant to F.S. 1002.41(1)(e).

~~If a student subject to compulsory school attendance will not comply with attempts to enforce school attendance, the parent or the superintendent shall refer the case to the case staffing committee pursuant to F.S. 984.12 and the superintendent may file a truancy petition pursuant to the procedures in F.S. 984.151.~~

~~Under the direction of the superintendent, the designee shall give written notice that requires enrollment or attendance within three (3) days after the date of notice, in person or by return receipt mail, to the parent when no valid reason is found for a student's nonenrollment in school.~~

A. ~~If the notice and requirement are ignored, the Principal shall report the case to the superintendent, who may refer the case to the child study team at the school the student would be assigned according to attendance area policies or to the case staffing committee, established pursuant to F.S. 984.12.~~

B. ~~The child study team shall diligently facilitate intervention services and shall report the case back to the superintendent only when all reasonable efforts to resolve the nonenrollment behavior are exhausted.~~

C. ~~If the parent still refuses to cooperate or enroll the child in school, the superintendent shall take such steps as are necessary to bring a criminal prosecution against the parent. Subsequently, the superintendent shall give written notice in person or by return receipt mail to the parent that criminal prosecution is being sought for nonattendance. The superintendent may file a truancy petition, as defined in F.S. 984.03, following the procedures outlined in F.S. 984.151.~~

~~Each school should also establish procedures to ensure good attendance consistent with this policy.~~ Each school should also establish procedures to ensure good attendance consistent with this policy.

~~A student who is absent more than nine (9) days within a semester or more than four (4) days for schools on a block schedule, will not receive a passing grade for the semester unless medical evidence is presented to the principal in writing justifying a specific number of days absence, absences are for approved school activities, or absences are approved by the principal or designee, and the student demonstrates mastery of the student performance standards in the course(s) as identified in curriculum guides and/or adopted textbooks.~~
A student who is absent ten (10) or more days in a semester ("days" defined as full days for elementary schools and individual periods for secondary schools) or five (5) or more days for schools on a block schedule may not receive a passing grade for the semester.

~~If the absences are excused, all educational requirements for the course shall be met before a passing grade and/or credit is assigned.~~
If the absences are either excused or otherwise approved, all educational requirements for the course shall be met before a passing grade and/or credit is assigned.

A student subject ~~ent subject~~ to compulsory school attendance will not comply with attempts to enforce school attendance, the parent or the superintendent shall refer the case to the Department of Juvenile Justice's authorized agent which shall offer voluntary family services and schedule a meeting of the case staffing committee pursuant to F.S. 984.12. If the services do not remediate the child's truancy, the superintendent may file a truancy petition pursuant to the procedures in F.S. 984.151. If a student is responsive to these interventions and completes the necessary requirements to pass the current grade as indicated in the Student Progression Plan, the student may not be determined to be a habitual truant and shall be promoted.

Under the direction of the superintendent, the ~~intendent, the~~ principal or designee~~isgnee~~ ~~shall give~~must provide written notice in person or by return-receipt mail to the parent, requiring the child's that requires enrollment or attendance within three (3) days after the date of notice, in person or by return-receipt mail, to the parent when no valid reason is found for a student's nonenrollment in school if the child is under compulsory education requirements and is not exempt..

A. If the child is not enrolled or in attendance in school within three (3) days after the notice being provided and requirement are ignored, the principal or designee~~ee~~ ~~shall~~must report the case to the superintendent, who may~~must~~ refer the case to the child study team at the school the student would be assigned according to attendance area policies or to the case staffing committee, established pursuant to F.S. 984.12. In

addition, the _____superintendent or designee_____ may refer the case to the Department of Juvenile Justice's authorized agent for families in need of services.

B. The child study team shall diligently facilitate intervention services and shall report the case back to the superintendent within fifteen (15) days after referral of the case ~~if~~ only when all reasonable efforts to resolve the nonenrollment behavior ~~have been made~~are exhausted. ~~and the child is still not attending school are exhausted.~~

C. If the parent still refuses to cooperate or enroll the child in school within fifteen (15) days after referral of the case to the child study, the superintendent must ~~make a report to law enforcement and refer the case to the Office of the State Attorneyshall~~ take such steps as are necessary to bring criminal prosecution against the parent. ~~After referring the case to the Office of the State Attorney,~~ Subsequently, the superintendent shall~~must~~ give written notice in person or by return-receipt mail to the parent that criminal prosecution is being sought for nonattendance. The superintendent may file a truancy petition, as defined in F.S. 984.03, following the procedures outlined in F.S. 984.151.

A designated school representative may visit the home or place of residence of a student and any other place in which they are likely to find any student who is required to attend school when the student is not enrolled or is absent from school during school hours without an excuse. **[x]** The designated school representative must be accompanied on any visit to the home or place of residence of a student by **[x]** a law enforcement officer _____. As permitted in F.S. 984.13 and 1003.26, a child may be taken into custody by a designated school representative. **[DRAFTING NOTE: If the designated school representative is accompanied by a law enforcement officer, F.S. 984.13 authorizes a law enforcement officer to take a student into custody for specified reasons. This policy only addresses the requirements for when a designated school representative takes a student into custody.]** The designated school representative must adhere to the following:

A. If the student is found by the designated school representative, the student shall be returned to their parent or to the principal or teacher in charge of the school, or to the private tutor from whom absent.

B. If the parent cannot be located or is unavailable to take custody of the child, and the child is not to be presented to the child's school or tutor, the child shall be referred to the Department of Juvenile Justice's shelter, another facility, or _another emergency contact._____. Upon receipt of the student, the parent shall be immediately notified.**DRAFTING NOTE: F.S. 1003.26(3) provides that the student may be referred to DJJ's shelter, another facility, or other location established by the Board to receive students who are absent from school. The Board should designate any such location(s) in the preceding sentence.]**

C. If the student has not been assigned to an alternative school placement, the designated school representative shall deliver the child to the parent, legal guardian, or custodian, to a location determined by the parent, legal guardian, or custodian, or to a designated truancy interdiction site until the parent or guardian can be located.

The designated school representative shall report to the appropriate authority designated by law to receive such notices, all violations of the Child Labor Law that may come to their knowledge.

The designated school representative shall have the right of access to, and inspection of, establishments where minors may be employed or detained only for the purpose of ascertaining whether students of compulsory school age are actually employed there and are actually working there regularly. The designated school representative shall, if they find unsatisfactory working conditions or violations of the Child Labor Law, report those findings to the appropriate authority.

Each school should also establish procedures to ensure good attendance consistent with this policy.

Truancy Reports

Each Principal must notify the Board of each minor student under its jurisdiction who accumulates fifteen (15) unexcused absences in a period of ninety (90) calendar days. Reports shall be made to the Board at the end of each school quarter. The calculation of fifteen (15) absences within ninety (90) days is determined based on calendar days and not limited to the span of one (1) school quarter during which the nonattendance begins or ends. The Board shall verify that those schools reporting fifteen (15) or more unexcused absences within a ninety (90)-day period have complied with the requirements of

remediating truancy at the school level or pursuing appropriate court intervention as provided in this policy and Florida law. Any school not meeting these requirements shall provide a remedial action plan to the Board within thirty (30) days, and follow up within ninety (90) days to confirm all truancy cases have been addressed either through the child's enrollment and regular attendance or referral of the case to the appropriate court or agency to pursue court intervention.

Habitual Truancy

Whenever any student has a total of fifteen (15) unexcused absences from school within ninety (90) calendar days, with or without the knowledge or consent of the parent, the student will be considered habitually truant. The Superintendent shall inform the student and his/her parents of the record of excessive absences as well as the District's intent to notify the Department of Highway Safety and Motor Vehicles, if appropriate. The Superintendent to may also file a truancy petition seeking early truancy intervention under F.S. 984.151 if a student has accrued at least five (5) unexcused absences, or absences for which the reasons are unknown, within a calendar month or ten (10) unexcused absences, or absences for which the reasons are unknown within a ninety (90) calendar day period or has had more than fifteen (15) unexcused absences in a ninety (90) calendar day period. If the Superintendent chooses not to file a truancy petition, the case must be referred to the Department of Juvenile Justice's authorized agent for families in need of services.

Make-Up for Absences

A student having an excused absence shall be given the opportunity to make up work within two class meeting days upon their return. However, the make-up rule does not apply when the work was assigned prior to the student's absence. In such cases these tests, projects, etc. must be turned in immediately to the teacher when the student arrives on campus unless an extension of the time has been approved by the teacher or the principal due to extenuating circumstances.

If the work is not made up within the time period granted all zeroes will remain. If a student fails as a result of incomplete work, the report card shall reflect that the grade is based on incomplete work.

For unexcused absences, each principal shall establish site-specific policies that encourage both regular attendance and high academic achievement, and shall review and modify these policies from time-to-time as required to maintain and improve their effectiveness.

Excused Absences

The Board considers the following factors to be reasonable excuses for time missed at school:

A. Personal illness of the student (medical evidence may be required by the principal or designee for absences exceeding five (5) consecutive days).

B. Court appearance of the student.

C. Medical appointment of the student.

D. Pregnancy-related issues (see also Policy 5751).

E. Approved school activity.

F. Insurmountable conditions. Insurmountable conditions are extreme weather conditions, communicable disease outbreaks, and local conditions determined by the School District which, after taking into account the material circumstances, would render impracticable a student's attendance at school. (F.A.C. 6A-1.09513)

G. Other absences with prior approval of the principal or designee.

H. Attendance at a center under Children and Families Services supervision.

I. Significant community events with prior permission of the Principal.

J. Religious instruction or religious holiday.

K. Death in the immediate family.

L. Appointments for a therapy service provided by a licensed health care practitioner or behavior analyst certified pursuant to Florida law for the treatment of autism spectrum disorder including, but not limited to, applied behavioral analysis, speech therapy, and occupational therapy.

Absences not included in excused absences listed above shall be unexcused.

Students may not be given excused absences to remain out of school for the purpose of working unless the job is an integral part of the student's instructional program.

Discipline

Each school may develop its own procedures and consequences for tardy six (6) and beyond as long as it has been approved by the School Advisory Council and submitted to the superintendent.

Any student who fails to attend any regularly scheduled class and has no authorized excuse for absence should be referred to the appropriate administrator. Disciplinary action should include notification to parents or guardians.

Grades

A student's grade in any course is based on his/her performance in the instructional setting and shall not be reduced for reasons of conduct. If a student violates the attendance or other rules of the school, s/he should be disciplined appropriately for the misconduct, but his/her grades should be based upon what the student can demonstrate s/he has learned.

However, a student who has ten (10) or more days of unexcused absences within a semester ("days" defined as full days for elementary schools and individual periods for secondary schools) or five (5) or more days for schools on a block schedule, may not receive a passing grade for the course if he/she cannot demonstrate mastery of the student performance standards, as identified in curriculum guides and/or adopted textbooks. The school administration will provide opportunities for students who accrued unexcused absences as described herein to demonstrate mastery of the student performance standards in order to receive a passing grade for the course. Examples include, but are not limited to: credit recovery, progress monitoring data, and state standardized tests.

Administrative Procedures

The Superintendent shall develop administrative procedures that:

A. provide the student and his/her parents the opportunity to challenge the attendance record prior to notification and that such notification complies with applicable Board rules;

B. require a school session that is in conformity with the rules of the State Board;

C. govern the keeping of attendance records in accordance with the rules of the State Board;

D. identify the habitual truant, investigate the cause(s) of his/her behavior, and consider modification of his/her educational program to meet particular needs and interests;

E. require that students whose absence has been excused have an opportunity to make up work they missed and receive credit for the work if completed;

F. require that any student who, due to a specifically identifiable physical or mental impairment, exceeds or may exceed the District's limit on excused absence is referred for evaluation for eligibility either under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 or other appropriate accommodation.

~~**Habitual Truancy**~~

~~Whenever any student has a total of fifteen (15) unexcused absences from school within ninety (90) calendar days, with or without the knowledge or consent of the parent, s/he will be considered habitually truant. The Board authorizes the Superintendent to inform the student and his/her parents of the record of excessive absences as well as the District's intent to notify the Department of Highway Safety and Motor Vehicles, if appropriate. The Superintendent is authorized to file a truancy petition under F.S. 984.151 if a student has accrued at least five (5) unexcused absences, or absences for which the reasons are unknown, within a calendar month or ten (10) unexcused absences, or absences for which the reasons are unknown within a ninety (90) calendar day period or has had more than fifteen (15) unexcused absences in a ninety (90) calendar day period.~~

Revised 2/27/18
Revised 2/5/19
Revised 12/12/23

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Legal

F.S. 984.151

F.S. 1002.20

F.S. 1003.02

F.S. 1003.21

F.S. 1003.23

F.S. 1003.24

F.S. 1003.26

F.S. 1003.27

F.A.C. 6A-1.044, Pupil Attendance Records

F.A.C. 6A-1.09512, Equivalent Minimum School Term for Compulsory Attendance Purposes

F.A.C. 6A-1.09513, Parents' Responsibility for School Attendance

F.A.C. 6A-1.09514, Excused Absences for Religious Instruction or Holiday

Last Modified by Maria Cain on November 5, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Revised Policy - Vol. 25, No. 2, Jan. 2025 - PROMOTION, ACCELERATION, PLACEMENT, AND RETENTION
Code	po5410.01 JCM 9-25-2025
Status	
Adopted	June 13, 2017
Last Revised	November 19, 2024

Revised Policy - Vol. 25, No. 2

5410.01 - **PROMOTION, ACCELERATION, PLACEMENT, AND RETENTION**

The School Board recognizes that the personal, social, physical, and educational growth of children will vary and that they should be placed in the educational setting most appropriate to their needs at the various stages of their growth.

The Board shall provide for the placement, acceleration, and progression of students through adopted student progression plans. The District student progression plan includes the standards for evaluating each student's performance, including how well s/he masters the performance standards approved by the State Board of Education. A student will be promoted to the succeeding grade level when s/he has demonstrated sufficient proficiency to permit him/her to move ahead in the educational program of the next grade.

Parents may request student participation in Academically Challenging Curriculum to Enhance Learning (ACCEL) options, including whole grade promotion, midyear promotion or subject matter acceleration. If the parent selects one of these ACCEL options and the student meets eligibility and procedural requirements in the student progression plan, the student will have the opportunity to participate in the ACCEL option.

No student may be assigned to a grade level based solely on age or other factors that constitute social promotion. (F.S. 1008.25(6)(a))

Progress Monitoring Plans and Remediation

Each student must participate in the Statewide standardized assessment program that is required by F.S. 1008.22. Each student who does not achieve a Level 3 or above on Statewide standardized English language arts assessment; the Statewide standardized mathematics assessment; or the Algebra I end-of-course (EOC) assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance.

Beginning in the 2022-2023 school year, the end-of-year comprehensive progress monitoring assessment administered pursuant to F.S. 1008.25(9)(b)2. is the Statewide standardized English Language Arts assessment for students in grades 3 through 10 and the Statewide standardized Mathematics assessment for students in grades 3 through 8.

A student who is not meeting the District or State requirements for satisfactory performance in English language arts and mathematics must be covered by one (1) of the following plans:

A. a Federally required student plan such as an individual education plan;

B. a schoolwide system of progress monitoring for all students, except a student who scores Level 4 or above on the English language arts and mathematics assessments may be exempted from participation by the principal; or

C. an individualized progress monitoring plan.

Any student who has a substantial deficiency in reading and/or ~~substantial~~ mathematics ~~deficiency~~ as described in F.S. 1008.25 must be covered by a federally required student plan, such as an IEP or an individualized progress monitoring plan, or both, as necessary. The individualized progress monitoring plan shall be developed within forty-five (45) days after the results of the coordinated screening and progress monitoring system become available. The plan shall, at a minimum, include the following:

A. the student's specific, identified reading or mathematics skill deficiency;

B. goals and benchmarks for student growth in reading or mathematics;

C. a description of the specific measures that will be used to evaluate and monitor the student's reading or mathematics progress;

D. for a substantial ~~reading~~ deficiency in reading, the specific evidence-based will receive;

E. strategies, resources, and materials that will be provided to the student's parent to support the student to make reading or mathematics progress; and,

F. any additional services the student's teacher deems available and appropriate to accelerate the student's reading or mathematics skill development.

Substantial ~~Reading~~ Deficiencies in Reading/Characteristics of Dyslexia and Parental Notification

Any student in a Voluntary Prekindergarten Education Program provided by the District who exhibits a substantial deficiency in early literacy skills and any student in kindergarten through grade 3 who exhibits a substantial deficiency in reading or the characteristics of dyslexia, based upon screening, diagnostic, progress monitoring, or assessment data; statewide assessments; or teacher observations must be provided intensive, explicit, systematic, and multisensory reading interventions immediately following the identification of the reading deficiency or the characteristics of dyslexia to address his or her specific deficiency or dyslexia. A Voluntary Prekindergarten Education Program student is deemed to exhibit a substantial deficiency in early literacy skills based upon the results of the midyear or final administration of the coordinated screening and progress monitoring required pursuant to Florida law.

The District shall implement reading intervention programs approved by the Florida Department of Education in addition to the comprehensive core reading instruction that is provided to all students in the general education classroom. Dyslexia-specific interventions, as defined by rule of the State Board of Education, shall be provided to students who have the characteristics of dyslexia. The reading intervention programs implemented by the District shall do all of the following:

A. provide explicit, direct instruction that is systematic, sequential, and cumulative in language development, phonological awareness, phonics, fluency, vocabulary, and comprehension, as applicable.

B. provide daily targeted small group reading interventions based on student need in phonological awareness, phonics including decoding and encoding, sight words, vocabulary, or comprehension.

C. be implemented during regular school hours.

A school may not wait for a student to receive a failing grade at the end of a grading period or wait until a plan under this policy is developed to identify the student as having a substantial deficiency in reading ~~deficiency~~ and initiate intensive reading interventions. In addition, a school may not wait until an evaluation conducted pursuant to F.S. 1003.57 is completed to provide appropriate, evidence-based interventions for a student whose parent submits documentation from a professional licensed under chapter 490 which demonstrates that the student has been diagnosed with dyslexia. Such interventions must be initiated upon receipt of the documentation and based on the student's specific areas of difficulty as identified by the licensed professional.

A student's reading proficiency must be monitored and the intensive interventions must continue until the student demonstrates grade level proficiency in a manner determined by the District, which may include achieving a Level 3 on the Statewide, standardized English Language Arts assessment. Determination of whether a student in a Voluntary Prekindergarten Education Program has a deficiency in early literacy and kindergarten through grade 3 has a substantial deficiency in reading shall be in accordance with State Board of Education guidelines.

The parent of any student who exhibits a substantial deficiency in reading, as described in the above paragraph, must be immediately notified in writing of the following:

A. that their child has been identified as having a substantial deficiency in reading, including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading;

B. a description of the current services that are provided to the child;

C. a description of the proposed intensive interventions and supports that will be provided to the child that are designed to remediate the identified area of reading deficiency;

D. the student progression requirements and that if the child's reading deficiency is not remediated by the end of grade 3, the child must be retained unless s/he is exempt from mandatory retention for good cause;

E. strategies, including multisensory strategies and programming, through a read-at-home plan for parents to use in helping their child succeed in reading;

The read-at-home plan must provide access to the resources identified in F.S. 1008.25.

F. that the Statewide, standardized English Language Arts assessment is not the sole determiner of promotion and that additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and the School District in knowing when a child is reading at or above grade level and ready for grade promotion;

G. the District's specific criteria and policies for a portfolio as provided in F.S. 1008.22 and the evidence required for a student to demonstrate mastery of Florida's academic standards for English language arts;

Schools must begin collecting evidence for a portfolio when a student in grade 3 is identified as being at risk of retention of upon the request of the parent, whichever occurs first.

H. the District's specific criteria and policies for midyear promotion;

Midyear promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated ability to read at grade level.

I. information about the student's eligibility for the New Worlds Reading Initiative under F.S. 1003.485 and the New Worlds Scholarship Accounts under F.S. 1002.411 and information on parent training modules and other reading engagement resources available through the initiative.

After initial notification, schools shall apprise the parent at least monthly of the student's progress in response to the intensive interventions and supports. Such communication will be in writing and explain any additional interventions or supports that will be implemented to accelerate the student's progress if the interventions and supports already being implemented have not resulted in improvement. Upon the request of the parent, the teacher or school administrator shall meet to discuss the student's progress. The parent may request more frequent notification of the student's progress, more frequent interventions or supports, and earlier implementation of the additional interventions or supports described in the initial notification.

To be promoted to grade 4, a student must score a Level 2 or higher on the Statewide standardized English language arts assessment required under F.S. 1008.22 for grade 3. If a student’s reading deficiency is not remedied by the end of grade 3, as demonstrated by scoring Level 2 or higher on the Statewide standardized assessment required under F.S. 1008.22 for grade 3, the student must be retained.

A student who has been retained in third grade due to a reading deficiency shall be promoted mid-year if the student has demonstrated mastery of the State-mandated requirements in reading.

A student may be eligible for a waiver of retention criteria for acceptable good cause as outlined in the student progression plan. A student may be retained at the same grade level/course(s) when s/he has not demonstrated satisfactory mastery of the State-mandated requirements in the required subject areas. Parents must be informed in advance of the possibility of retention of a student at a grade level.

Reading instruction hereunder shall align with the requirements of F.A.C. 6A-6.053.

Substantial ~~Mathematics~~ Deficiencies in Mathematics/Characteristics of Dyscalculia and Parental Notification

Any student in a Voluntary Prekindergarten Education Program provided by the District who exhibits a substantial deficiency in early mathematics skills and any student in kindergarten through grade 4 who exhibits a substantial deficiency in mathematics (based on the criteria in F.A.C. 6A-6.0533) or the characteristics of dyscalculia based upon screening, diagnostic, progress monitoring, or assessment data; Statewide assessments; or teacher observations must:

A. immediately following the identification of the mathematics deficiency, be provided systematic and explicit mathematics instruction to address their specific deficiencies through either:

1. daily targeted small group mathematics intervention based on student need; or

2. supplemental, evidence-based mathematics interventions before or after school, or both, delivered by a highly qualified teacher of mathematics or a trained tutor.

B. the performance of a student receiving mathematics instruction under Paragraph A must be monitored and instruction must be adjusted based on the student's need.

A school may not wait for a student to receive a failing grade at the end of a grading period or wait until a plan under this policy is developed to identify the student as having a substantial deficiency in mathematics ~~deficiency~~ and initiate intensive mathematics interventions. In addition, a school may not wait until an evaluation conducted pursuant to F.S. 1003.57 is completed to provide appropriate, evidence-based interventions for a student whose parent submits documentation from a professional licensed under Chapter 490 which demonstrates that the student has been diagnosed with dyscalculia. Such interventions must be initiated upon receipt of the documentation and based on the student's specific areas of difficulty as identified by the licensed professional.

The mathematics proficiency of a student receiving additional mathematics supports must be monitored and the intensive interventions must continue until the student demonstrates grade level proficiency in a manner determined by the district, which may include achieving a Level 3 on the Statewide, standardized Mathematics assessment. Determination of whether a student in a Voluntary Prekindergarten Education Program has a deficiency in early mathematics skills or a student in Kindergarten through grade 4 has a substantial deficiency in mathematics will be made in accordance with State Board of Education guidelines. ~~A Voluntary Prekindergarten Education Program student is deemed to exhibit a substantial deficiency in mathematics skills based upon the results of the midyear or final administration of the coordinated screening and progress monitoring pursuant to Florida law.~~

The parent of any student who exhibits a substantial deficiency in mathematics, as described in the above paragraph, must be immediately notified in writing of the following:

A. that their child has been identified as having a substantial deficiency in mathematics, including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in mathematics;

B. a description of the current services that are provided to the child;

C. a description of the proposed intensive interventions and supports that will be provided to the child that are designed to remediate the identified area of mathematics deficiency;

D. strategies, including multisensory strategies and programming, through a home-based plan the parent can use in helping their child succeed in mathematics. The home-based plan must provide access to the resources identified in F.S. 1008.25.

After the initial notification, the school shall apprise the parent at least monthly of the student's progress in response to the intensive interventions and supports. Such communications must be in writing and must explain any additional interventions or supports that will be implemented to accelerate the student's progress if the interventions and supports already being implemented have not resulted in improvement. The parent shall also be consulted in the development of a plan to address the deficiency as required under F.A.C. 6A-6.0533 which shall include, but is not necessarily limited to, interventions and progress monitoring. Upon the request of the parent, the teacher or school administrator shall meet to discuss the student's progress. The parent may request more frequent notification of the student's progress, more frequent interventions or supports, and earlier implementation of the additional interventions or supports described in the initial notification.

The District shall incorporate into a home-based plan provided to the parent of a student who is identified as having a substantial deficiency in mathematics ~~deficiency~~ the resources compiled by the Florida Department of Education and the Florida Center for Mathematics and Science Education Research. The resources will be made available online in an electronic format or, at the request of a parent, in a hardcopy format.

Mathematics instruction hereunder shall align with the requirements of F.A.C. 6A-6.0533.

Middle Grades Promotion

In order for a student to be promoted to high school from a school that includes middle grades 6, 7, and 8, the student must successfully complete the following courses:

A. Three (3) middle grades or higher courses in English Language Arts (ELA).

B. Three (3) middle grades or higher courses in mathematics.

1. Each school that includes middle grades must offer at least one (1) high school level mathematics course for which students may earn high school credit. Successful completion of a high school level Algebra I or Geometry course is not contingent upon the student's performance on the Statewide standardized end-of-course (EOC) assessment.

2. To earn high school credit for Algebra I, a middle grades student must take the Statewide standardized Algebra I EOC assessment and pass the course, and in addition, a student's performance on the Algebra I EOC assessment constitutes thirty percent (30%) of the student's final course grade.

3. To earn high school credit for a Geometry course, a middle grades student must take the Statewide standardized Geometry EOC assessment, which constitutes thirty percent (30%) of the student's final course grade, and earn a passing grade in the course.

C. Three (3) middle grades or higher courses in social studies.

1. One (1) of these courses must be at least a one (1) semester civics education course that includes the roles and responsibilities of Federal, State, and local governments; the structures and functions of the legislative, executive, and judicial branches of government; and the meaning and significance of historic documents, such as the Articles of Confederation, the Declaration of Independence, and the Constitution of the United States.

2. Each student's performance on the Statewide standardized EOC assessment in civics education required under F.S. 1008.22 constitutes thirty percent (30%) of the student's final course grade.

3. A middle grade student who transfers in from out of country, out of state, a private school, a personalized education program, or a home education program after the beginning of the second term of grade 8 is not required to meet the civics education requirement for promotion from the middle grades if the student's transcript documents passage of three (3) courses in social studies or two (2) year-long courses in social studies that include coverage of civics education.

D. Three (3) middle grades or higher courses in science.

1. Successful completion of a high school level Biology I course is not contingent upon the student's performance on the Statewide, standardized EOC assessment required under F.S. 1008.22.

2. However, to earn high school credit for a Biology I course, a middle grade student must take the Statewide, standardized Biology I EOC assessment, which constitutes thirty percent (30%) of the student's final course grade, and earn a passing grade in the course.

E. One course in career and education planning to be completed in grades 6, 7, or 8, which may be taught by any member of the instructional staff. The course much be Internet-based, customizable to each student, and include research-based assessments to assist students in determining educational and career options and goals. The course must result in a completed personalized academic and career plan for the student, which must use, when available, Florida online career planning and work-based learning coordination system. The course must teach each student how to access and update the plan and encourage the student to access and update the plan at least annually as the student progresses through middle school and high school. The personalized academic and career plan must emphasize the importance of entrepreneurship and employability skills; and must include information from the Department of Economic Opportunity's economic security report under F.S. 445.07 and other State career planning resources.

1. The required personalized academic and career plan must inform students of high school graduation requirements, including a detailed explanation of the following:

a. requirements for earning a high school diploma designation under F.S. 1003.4285 and the career and technical education pathway to earn a standard high school diploma under F.S. 1003.4282;

b. requirements for each scholarship in the Florida Bright Futures Scholarship Program;

c. State university and Florida college system institution admission requirements;

d. available opportunities to earn college credit in high school, including Advanced Placement courses;

e. the International Baccalaureate Program;

f. the Advanced International Certificate of Education Program;

g. dual enrollment, including career dual enrollment;

h. work-based learning opportunities, including internships and preapprenticeship and apprenticeship programs; and,

i. career education courses, including career-themed courses, and course sequences that lead to industry certification pursuant to F.S. 1003.492 or 1008.44.

2. The course may be implemented as a stand-alone course or integrated into another course or courses.

Notification of Acceleration, Academic, and Career Planning Options

At the beginning of each school year, the District shall notify students in or entering high school and the students' parents, in a language that is understandable to students and parents, of the opportunity and benefits of the following:

A. advanced placement, International Baccalaureate, Advanced International Certificate of Education, and dual enrollment courses;

B. career and professional academies;

C. career-themed courses;

D. the career and technical education pathway to earn a standard high school diploma under F.S. 1003.4282;

E. work-based learning opportunities, including internships and apprenticeship and preapprenticeship programs;

F. foundational and soft-skill credentialing programs under F.S. 445.06;

G. Florida Virtual School courses;

H. options for early graduation under F.S. 1003.4281; and,

I. guidance on accessing and using Florida's online career planning and work-based learning coordination system and the contact information of a certified school counselor who can advise students and parents of the options set forth hereinabove.

Retention of Students with Disabilities

Retention of a student with disability will follow the requirements of Florida law. The assignment of and services to be provided to a student with a disability will be documented on the student's IEP. Extended school year services may be provided for any student who would severely regress in his/her skills and overall functioning as demonstrated by supporting documentation and determined necessary by the student's IEP team.

F.S. 1002.3105
F.S. 1003.02
F.S. 1003.4156
F.S. 1008.22
F.S. 1008.25
F.A.C. 6A-1.09422
F.A.C. 6A-1.094221
F.A.C. 6A-1.094222

F.A.C. 6A-6.053
F.A.C. 6A-6.0533

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F.S. 1002.3105
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F.A.C. 6A-6.0533

Last Modified by John Morris on September 25, 2025

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Revised Policy - Vol. 25, No. 2

5460 - **GRADUATION REQUIREMENTS**

It shall be the policy of the School Board to acknowledge each student's successful completion of the instructional program appropriate to the achievement of District goals and objectives as well as personal proficiency by the awarding of a diploma at a fitting graduation ceremony.

Standards for Graduation

[For students entering grade 9 before the 2023-2024 school year.]

Receipt of a standard high school diploma requires successful completion of twenty-four (24) credits, an International Baccalaureate curriculum, an Advanced International Certificate of Education completion, or the Career and Technical Education (CTE) pathway.

The twenty-four (24) credits shall be distributed as follows:

Subject	Credits
English Language Arts	4
Social Studies	3
Mathematics	4
Science	3
Fine or performing arts, speech and debate, or career and technical education	1
Electives	8
Basic Physical education	1

[NOTE: INCLUDE THE FOLLOWING IF YOUR DISTRICT WILL ESTABLISH COMPLETION OF HEALTH EDUCATION AS A SPECIFIC, ADDITIONAL GRADUATION REQUIREMENT FOR ALL STUDENTS.]

Subject	Credits
English Language Arts	4
Social Studies	3
Mathematics	4
Science	3

Fine or performing arts, speech and debate, or career and technical education	1
Electives	7.5
Basic Physical education	1
Health (including CPR/AED instruction)	.5

A financial literacy course consisting of at least one-half (1/2) credit as an elective shall be offered.

[Effective for students entering grade 9 in the 2023-2024 school year and thereafter]

Beginning with the 2023-24 school year, high school students enrolled in the U.S. Government classes required by F.S. 1003.4282 must receive at least forty-five (45) minutes of instruction on "Victims of Communism Day" to include topics such as Mao Zedong and the Cultural Revolution, Joseph Stalin and the Soviet System, Fidel Castro and the Cuban Revolution, Vladimir Lenin and the Russian Revolution, Pol Pot and the Khmer Rouge, and Nicolás Maduro and the Chavismo movement, and how victims suffered under these regimes through poverty, starvation, migration, systemic lethal violence, and suppression of speech.

Beginning in the 2023-2024 school year, middle school and high school students enrolled in the civics education class required by F.S. 1003.4156 or the United States Government class required by F.S. 1003.4282(3) must receive at least forty (45) minutes of instruction on "9/11 Heroes' Day" topics involving the history and significance of September 11, 2001, including remembering the sacrifice of military personnel, government employees, civilians, and emergency responders who were killed, wounded, or suffered sickness due to the terrorist attacks on or after that date, including, but not limited to:

A. the historical context of global terrorism.

B. a timeline of events on September 11, 2001, including the attacks on the World Trade Center, the Pentagon, and United Airlines Flight 93.

C. the selfless heroism of police officers, firefighters, paramedics, other first responders, and civilians involved in the rescue and recovery of victims and the heroic actions taken by the passengers of United Airlines Flight 93.

D. the unprecedented outpouring of humanitarian, charitable, and volunteer aid occurring after the events of September 11, 2001.

E. the global response to terrorism and importance of respecting civil liberties while ensuring safety and security.

Receipt of a standard high school diploma requires successful completion of twenty-four (24) credits, an International Baccalaureate curriculum, an Advanced International Certificate of Education completion, or the Career and Technical Education (CTE) pathway.

The twenty-four (24) credits shall be distributed as follows:

Subject	Credits
English Language Arts	4
Social Studies	3
Mathematics	4
Science	3
Fine or performing arts, speech and debate, or career and technical education	1
Electives	7.5
Basic Physical education	1
Personal Financial Literacy and Money Management	.5

[NOTE: INCLUDE THE FOLLOWING IF YOUR DISTRICT WILL ESTABLISH COMPLETION OF HEALTH EDUCATION AS A SPECIFIC, ADDITIONAL GRADUATION REQUIREMENT FOR ALL STUDENTS.]

Subject	Credits
English Language Arts	4
Social Studies	3
Mathematics	4

Science	3
Fine or performing arts, speech and debate, or career and technical education	1
Electives	7.0
Basic Physical education	1
Health (including CPR/AED instruction)	.5
Personal Financial Literacy and Money Management	.5

Basic training in first aid, including at least one (1) hour of cardiopulmonary resuscitation (CPR) instruction, shall be provided for students in grades 9 and 11.

High school students will be provided opportunities to take computer science courses and earn technology-related industry certifications to satisfy high school graduation requirements. Computer science courses and technology-related industry certifications that are identified as eligible for meeting mathematics or science requirements for high school graduation will be included in the Course Code Directory.

The required credits may be earned through equivalent, applied, or integrated courses or career education courses as defined in F.S. 1003.01, including work-related internships approved by the State Board of Education and identified in the Course Code Directory. However, any must-pass assessment requirements must be met.

An equivalent course is one (1) or more courses identified by content-area experts as being a match to the core curricular content of another course, based upon a review of the State academic standards and includes real-world applications of a career and technical education standard used in business or industry. An integrated course includes content from several courses within a content area or across content areas.

The earning and awarding of high school credits will be in accordance with Florida law including, but not necessarily limited to, the provisions of F.S. 1003.4282 and those identified in the Student Progression Plan.

For courses that require Statewide standardized end-of-course assessments, a minimum of thirty percent (30%) of a student's course grade shall be comprised of performance on the Statewide standardized end-of-course assessment.

In order to graduate, students must earn passing scores on the Florida State Assessment (State mandated testing) or scores on a standardized test that are concordant with passing scores on the State mandated testing. Additionally, a student must earn a cumulative GPA of 2.0 on a 4.0 scale.

High School Diploma

The Board shall award a standard high school diploma to every student enrolled in this District who meets the requirements of graduation established by this Board or who properly completes the goals and objectives specified in his/her IEP including either the exemption from or the requirement to complete the State-mandated tests and the recommendation of the IEP Team.

Each student's standard high school diploma will include, as applicable, the following designations, if the student meets the criteria:

A. Scholar Designation

In order to earn the Scholar Designation, the student must, in addition to the requirements for a standard high school diploma, satisfy the following:

1. English Language Arts (ELA) - When the State transitions to common core assessments, pass the 11th grade ELA common core assessment.

2. Mathematics - Earn one (1) credit in Algebra II or an equally rigorous course and one (1) credit in statistics or an equally rigorous course. When the State transitions to common core assessments, students must pass the Geometry common core assessment.

3. Science - Pass the Statewide standardized Biology I end-of-course assessment and earn one (1) credit in chemistry or physics and one (1) credit in a course equally rigorous to chemistry or physics.

4. Social Studies - Pass the Statewide standardized United States History end-of-course assessment.

5. Foreign Language - Earn two (2) credits in the same foreign language.

6. Electives - Earn at least one (1) credit in an Advanced Placement, an International Baccalaureate, an Advanced International Certificate of Education, or a dual enrollment course.

B. Industry Scholar Designation

In order to earn the Industry Scholar Designation, a student must, in addition to the requirements for a standard high school diploma, attain one (1) or more industry certifications on the Florida Department of Education's current Industry Certification Funding List.

Students and parents shall be provided information about diploma designations through an online education and career planning tool, which allows students to monitor their progress toward the attainment of each designation.

Florida Seal of Fine Arts Program

Additionally, students who develop an exemplary level of proficiency in the performing or visual arts may be awarded a seal on a standard high school diploma through the Florida Department of Education's (FLDOE) Florida Seal of Fine Arts Program. Beginning with the 2024-25 school year, students are eligible for the Florida Seal of Fine Arts if they meet the following requirements:

A. The student earned a standard high school diploma.

B. The student completed at least three (3) year-long courses in dance, music, theatre, or visual arts with a grade of "A" or higher in each course, or earned three (3) sequential course credits in such courses with a grade of "A" or higher in each course pursuant to F.A.C. 6A-1.09441.

C. The student completed at least two (2) of the following requirements:

1. completed a fine arts International Baccalaureate, advanced placement, dual enrollment, or honors course with a grade of "B" or higher;

2. participated in a District or Statewide organization's juried event as a selected student participant for two (2) or more years (a "juried event" means a District or Statewide organization's event where a student or group of students are judged by one (1) or more judges on the selected fine arts discipline of their choosing and receive a scored rating and written or oral feedback);

3. recorded at least twenty-five (25) volunteer hours of arts-related community service in their community and presents a comprehensive presentation on their experiences pursuant to District procedures;

4. submits a portfolio that demonstrates the student is an exemplary practitioner of fine arts, as described in F.A.C. 6A-1.09952; or,

5. received District, State, or National recognition for the creation and submission of an original work of art (i.e., a musical or theatrical composition, visual artwork, or choreographed routine or performance created by the student).

The District shall maintain records showing which students earned the Florida Seal of Fine Arts and report such information to the FLDOE in accordance with F.A.C. 6A-1.0014.

Honorary Diploma

An honorary diploma may be awarded in the case of such unfortunate circumstances as the severe disability or death of a student prior to graduation. The student must have been a senior in good standing to meet the requirements of graduation established by the Board at the time of the disability/death.

Early Admission Program

High school graduation by means of the Early Admission to College Program is an alternative for the college-bound student during the normal senior year in high school. When the prescribed District conditions as set forth in the student handbook have been met, the student shall be awarded a high school diploma with the regular high school graduating class. The official college transcript shall be made a part of the student's high school permanent record file.

When students leave high school as Early Admission to College Program students, they may participate in graduation exercises with their graduation class and may be ranked in the class pursuant to Policy 5430.

Early High School Graduation

For the purposes of this policy, the term early graduation means graduation from high school in less than eight (8) semesters or the equivalent by completion of the required number of credits.

[For a student who enters grade 9 before the 2023-2024 school year]

A student who meets the requirements of F.S. 1003.4282(3)(a)-(e), earns three (3) credits in electives (a total of eighteen (18) credits), and earns a cumulative grade point average (GPA) of 2.0 on a 4.0 scale shall be awarded a standard high school diploma.

[For a student who enters grade 9 in the 2023-2024 school year and thereafter]

A student who meets the requirements of F.S. 1003.4282(3)(a)-(e), earns two and one-half (2.5) credits in electives and one-half (.5) credit in financial literacy and money management (a total of eighteen (18) credits), and earns a cumulative grade point average (GPA) of 2.0 on a 4.0 scale shall be awarded a standard high school diploma.

[END OF OPTIONS]

A student also has the option of early graduation if the student has completed a minimum of twenty-four (24) credits and otherwise meets the requirements for graduation.

Academically Challenging Curriculum to Enhance Learning (ACCEL)

The following ACCEL options are available: whole-grade and midyear promotion; subject-matter acceleration; virtual instruction in higher grade-level subjects; and the Credit Acceleration Program described below. Additional options may be available.

Students shall be advised of courses through which they can earn college credit, including Advanced Placement, International Baccalaureate, Advanced Certificate of Education, dual enrollment, and early admission courses, and career academy courses, and courses that lead to industry certification, as well as the availability of course offerings through virtual instruction.

Credit Acceleration Program (CAP)

High school credit in courses required for high school graduation may be earned through the passage of an end-of-course assessment administered under F.S. 1008.22, an advanced placement examination, or a College Level Examination Program (CLEP). Course credit shall be awarded to a student who is not enrolled in the course, or who has not completed the course if the student attains a passing score on the end-of-course assessment, advanced placement examination, or CLEP. Public school or home education students in the District shall take the assessment or examination during the regular administration of the assessment or examination.

The District shall notify the parent of a student who is eligible to graduate early.

A student who graduates early may continue to participate in school activities and social events and to attend and participate in graduation events with the student's cohort. The student will be included in the class ranking, honors, and award determinations for the student's cohort. The student must comply with Board rules and policies regarding access to the school facilities and grounds during normal operating hours.

Career and Technical Education Graduation Pathway Option

A student is eligible to complete an alternative pathway to earning a standard high school diploma through the CTE pathway option. Receipt of a standard high school diploma awarded through the CTE pathway option requires the student's successful completion of at least eighteen (18) credits. A student completing the CTE pathway option must earn at least a cumulative grade point average (GPA) of 2.0 on a 4.0 scale. In order for a student to satisfy the requirements of the CTE pathway option, s/he must meet the GPA requirement and:

[For a student who enters grade 9 before the 2023-2024 school year]

A. meet the requirements as set forth in F.S. 1003.4282;

B. complete two (2) credits in career and technical education; and

The courses must result in a program completion and an industry certification.

C. complete two (2) credits in work-based learning programs. A student may substitute up to two (2) credits of electives, including one-half (1/2) credit in financial literacy, for work-based learning program courses to fulfill this requirement.

[For a student who enters grade 9 in the 2023-2024 school year and thereafter]

A. meet the requirements as set forth in F.S. 1003.4282;

B. complete two (2) credits in career and technical education; and

The courses must result in a program completion and an industry certification.

C. complete one and one-half (1.5) credits in work-based learning programs.

[END OF OPTIONS]

The CTE pathway option to graduation will be incorporated into the District's Student Progression Plan.

High School Equivalency Diploma

The Board shall offer the high school equivalency diploma examination and the subject area examinations to all candidates pursuant to the rules of the State Board of Education. To be eligible to be a candidate for a high school equivalency diploma, a student must be at least eighteen (18) years of age on the date of the examination. However, if the student resides or attends school in the District, the student may take the examination after reaching the age of sixteen (16) if they have first filed a formal declaration of intent to terminate school enrollment pursuant to F.S. 1003.21 in accordance with Policy 5465 - *General Education Development (GED) Tests*. All high school equivalency diplomas have equal status with other high school diplomas. A student may be awarded a standard high school diploma pursuant to Florida Department of Education rules.

The Board shall notify each candidate for a high school equivalency diploma of adult secondary and postsecondary education options available in or near the District, including the Graduation Alternative to Traditional Education Program under F.S. 1004.933, as well as the eligibility requirements and any minimum academic requirements for each available option.

Certificate of Completion

A student who completes the minimum number of credits and other requirements for graduation but cannot earn a passing score on the State mandated testing, achieve a cumulative grade point average of 2.0 on a 4.0 scale or its equivalent, or complete all other applicable requirements prescribed by the Board pursuant to Florida statutes shall be awarded a certificate of completion in a form prescribed by the State Board of Education.

A student who is entitled to a certificate may elect to remain as a full-time student or a part-time student for up to one (1) additional year and receive special instruction designed to remedy the student's identified deficiencies.

Notice to Students and Parents

The District will notify students and parents, in writing, of the requirements for a standard high school diploma, available designations, and the eligibility requirements for State scholarship programs and postsecondary admissions.

Commencement Exercises

Commencement exercises will include only those students who have successfully completed requirements for a standard high school diploma, Early Admission to College Program, a special diploma, or a certificate of completion for graduation as certified by the high school principal. No student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure. A student may be denied participation in the ceremony of graduation when personal conduct so warrants.

Students are permitted to lawfully wear dress uniforms of any of the Armed Forces of the United States or of the State at their graduation ceremony.

F.S. 683.334
F.S. 683.335
F.S. 1002.3105
F.S. 1003.4281
F.S. 1003.4282
F.S. 1003.4285
F.S. 1003.4286
F.S. 1003.4295
F.S. 1003.433
F.S. 1003.435
F.S. 1003.436
F.S. 1003.437
F.S. 1003.453
F.A.C. 6A-1.0995
F.A.C. 6A-1.09952
F.A.C. 6A-1.09961
F.A.C. 6A-1.09963
F.A.C. 6A-6.0573

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F.S. 683.334
F.S. 683.335
F.S. 1002.3105
F.S. 1003.4281
F.S. 1003.4282
F.S. 1003.4285
F.S. 1003.4286
F.S. 1003.4295
F.S. 1003.433
F.S. 1003.435
F.S. 1003.436
F.S. 1003.437
F.S. 1003.453
F.A.C. 6A-1.0995
F.A.C. 6A-1.09952
F.A.C. 6A-1.09961
F.A.C. 6A-1.09963
F.A.C. 6A-6.0573

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Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of CREDITS FROM OTHER SCHOOLS
Code	po5463 fsj 7/1/25 JCM 9/17/2025
Status	
Adopted	June 13, 2017
Last Revised	November 19, 2024

5463 - **CREDITS FROM OTHER SCHOOLS**

Recognizing its responsibility to uphold the minimum educational standards of the State of Florida, the following shall be the School Board's policy regarding the transfer of credits from other schools.

The Principal shall determine whether or not a transfer student will be required to take the appropriate Statewide, standardized end-of-course (EOC) assessment to earn credit in a course for which an EOC assessment is required. The Principal shall use the criteria established in State Board rule to make such determination.

Acceptance of transfer grades or credits for students in grades 9-12 shall be in accordance with State Board rule and be based in all cases on official transcripts. Transfer grades and/or credits from schools accredited by another state or by one (1) of the five (5) regional accrediting agencies shall be accepted at face value. The Board shall also accept high school grades and credits awarded by the Florida Virtual School, as well as from post-secondary dual enrollment programs.

Credits from out-of-country or out-of-state schools, non-accredited schools, a private school, a personalized education program, or a home ~~school~~education program shall be validated according to the transfer credit procedures outlined in State Board rule.

Transfer students seeking the award of high school credit for participation in a career and technical student organization prior to transferring into the District must comply with the timelines and process set forth in Policy 2421 -*Career and Technical Education*.

Students who enter a District high school at the 11th or 12th grade from out-of-state or out-of-country shall not be required to spend additional time in a Florida public school in order the meet the high school course requirements if the student has met all requirements of the school district, state, or country from which s/he is transferring. Such students who are not proficient in English should receive immediate and intensive instruction in English language acquisition. However, to receive a standard high school diploma, a transfer student must earn a 2.0 grade point average and pass the required assessments.

Revised 11/19/24

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Legal F.S. 1003.25

F.S. 1003.413

F.S. 1003.433

F.S. 1003.436

F.S. 1007.24

State Uniform Transfer of High School Credits, F.A.C. 6A-1.09941

F.A.C. 6A-1.09442

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Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of GENERAL EDUCATION DEVELOPMENT (GED) TESTS
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Last Revised	January 14, 2025

5465 - **GENERAL EDUCATION DEVELOPMENT (GED) TESTS**

A student may be awarded a State of Florida High School Equivalency Diploma based on successful testing.

A candidate who is at least eighteen (18) years of age or older and not enrolled in a regular day school is eligible to take the GED test. The applicant must complete the online GED registration process (http://www.ged.com).

A candidate who has filed a formal declaration of intent to terminate school enrollment pursuant to F.S. 1003.21(1)(c) may take the GED test after reaching the age of sixteen (16). A candidate aged sixteen (16) and seventeen (17) years of age must terminate school enrollment prior to taking the 2014 GED® Test. Effective November 1, 2024, the parent or legal guardian of the individual aged sixteen (16) and seventeen (17) years of age must submit documentation meeting the requirements of F.A.C. 6A-6.0201 to the Florida Department of Education (FLDOE) before the individual can schedule a sub-test of the 2014 GED® Test.

Candidates who fail to attain the minimum passing scores on their initial GED testing may retake the test at any succeeding testing interval upon payment of the specified fee for each individual sub-test to be taken. A candidate may take the GED test a total of three (3) times per calendar year.

A student who has reached the age of sixteen (16) is not required to take any course before taking the GED examination unless the student fails to achieve a passing score on the GED practice test as established by the State Board of Education.

~~I~~Applicants must complete the GED registration process through the GED official website (http://www.ged.com). Failure of the applicant to complete the GED registration process will delay the District's ability to submit required documentation to the ~~Florida Department of Education~~FLDOE.

GED Coordinator

The Board's GED Coordinator may be contacted for questions about the GED testing and registration process.

Radiah Dent
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Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Revised Policy - Vol. 26, No. 1, July 2025 - USE OF PERSONAL TRANSPORTATION DEVICES
Code	po5514 Fsj 10/23/25
Status	
Adopted	June 13, 2017

Revised Policy - Vol. 26, No. 1

5514 - **USE OF PERSONAL TRANSPORTATION DEVICES ~~BICYCLES~~**

The School Board regulates the utilization of bicycles, scooters, skateboards, hoverboards, and personal transportation devices, whether powered manually by an operator or powered by a mechanical means (including but not limited to gas engines or electric motors). For purposes of this policy, such items are collectively referred to as "personal transportation devices" but do not include personal transportation devices needed and/or used due to a disability. Personal transportation devices necessary for use due to a student's disability are governed by other policies of the Board. Additionally, this policy does not prevent the safe and reasonable utilization and operation of personal transportation devices when needed due to a disability.

~~**[ ]** Because of the clear and present danger of accidents in traffic, inherent to riding bicycle personal transportation devices riding, it shall be the policy of the School Board to prohibit the use of bicycles personal transportation devices by students on campus for purposes of travel to and from school. **[END OF OPTION]**~~

[x] The ~~School~~ Board regards the use of personal transportation devices ~~bicycles~~ for travel to and from school by students as an assumption of care, risk, and responsibility on the part of the students and parents of ~~those~~ students. ~~—a responsibility in the care of property, in the observation of safety rules, and in the display of courtesy and consideration toward others.~~

The Board in no way regulates the utilization of personal transportation devices off Board property and in no way takes responsibility regarding the utilization of personal transportation devices on Board property, with the owner and operator of such devices being fully and wholly liable for any personal or property damage resulting from the operation of such devices.

The operator of a personal transportation device must observe all safety rules, display courtesy and consideration toward others, and must abide by this Policy as well as all laws and ordinances regarding the operation of the relevant device. Operating or bringing a personal transportation device on Board property is a privilege and not a right. An administrator may temporarily or permanently revoke such privilege to the extent that a personal transportation device is operated in a negligent, reckless, or other manner that creates a risk of harm to the operator or others, or in a fashion that otherwise fails to comply with safety rules, laws, or ordinances. The decision of the administrator is subject to a school-level appeal, as set forth in the Student Code of Conduct. Additional disciplinary action may result from the unsafe operation of a personal transportation device on Board property.

Under no circumstances are gas-powered personal transportation devices to be operated on Board property. Under no circumstances may an electric powered personal transportation device be operated on Board property at a speed that exceeds **[X]** two (2) miles per hour ~~**[ ]** _____ miles per hour **[END OF OPTION]**~~. Upon the request of an administrator, the operator of an electronic powered transportation device will dismount the device and walk the device to the appropriate storage area. Failure to comply with an administrator's request to dismount and walk such a device may subject the student to disciplinary action.

Students under the age of sixteen (16) are required by State law to wear a helmet.

The Board will not be responsible for personal mobility devices that are lost, stolen, or damaged.

~~**[END OF OPTION]**~~

The Board will not be responsible for personal transportation devices ~~bicycles which~~ that are lost, stolen, or damaged.

F.S. Chapter 316
F.S. 1001.43

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Legal	F.S. Chapter 316 F.S. 1001.43

Last Modified by Maria Cain on October 29, 2025

Book	Policy Manual
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Title	Copy of ANTI-HARASSMENT
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5517 - **ANTI-HARASSMENT**

I. **General Policy Statement**

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment on the basis of race, (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes") (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. **Other Violations of the Anti-Harassment Policy**

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. **Definitions**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race, (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve:

1. teasing;
2. social exclusion;
3. threats;
4. intimidation;
5. stalking;
6. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
7. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
8. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
2. Physical and/or sexual assault.
3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature, placed in the work or educational environment, that may reasonably embarrass or offend individuals.
6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.
8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.
10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
12. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping that does not involve conduct of a sexual nature.
14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's education, or such that it creates a hostile or abusive educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

Any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of a crime. The issue of consent is irrelevant in regard to such criminal charges and/or with respect to the application of this policy to District employees or other adult members of the School District community.

D. Sexual Cyberharassment

Pursuant to Florida law, "sexual cyberharassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the

depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyberharassment may be a form of sexual harassment.

E. Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon a certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities.

F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. **Reports and Complaints of Harassing Conduct**

Board employees are required to promptly report incidents of unlawful harassing conduct to an administrator,

supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Students and all other members of the School District community, as well as Third Parties, are encouraged to promptly report incidents of unlawful harassing conduct to a teacher, administrator, supervisor, or other School District employee or official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community, which includes students, or Third Parties who believe they have been unlawfully harassed are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on sex, race, (including anti-Semitism) color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 5517 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

A. Compliance Officers

The Board designates the following individuals to serve as the District's Compliance Officers" (also known as "Civil Rights Coordinators" hereinafter referred to as the "COs".

The COs shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.

Jill Kolasa, Director of Student Services
1036 Varsity Drive
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kolasa_j@hcsb.k12.fl.us

Matthew Goldrick, Director of ~~Human Resources~~ Labor Relations & Professional Standards
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Alexis Brown, ~~Supervisor~~ Director of Human Resources
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Section 504 Compliance Officers

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Anna Jensen, Director of Exceptional Student Education
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B. Publication Required

The names, titles, and contact information for these individuals will be published annually in the parent and staff handbooks.

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student.

C. Duties and Responsibilities

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the Complainant, if age eighteen (18) or older, or the Complainant's parents/guardians if under the age of eighteen (18), within two (2) business days to advise them of the Board's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

V. **Investigation and Complaint Procedure**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any student who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, and/or the Equal Employment Opportunity Commission.

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Students, other members of the School District community or Third Parties who believe that they have been unlawfully harassed or retaliated against, may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where

the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officers who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide students, other members of the School District community and Third Parties who believe they are being unlawfully harassed by a student with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the Compliance Officers may arrange and facilitate a meeting or a mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officers or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of a student, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official at the student’s school, the Compliance Officer, Superintendent, or other District official who works at another school or at the district level. Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and

potential witnesses are available. If a Complainant informs a teacher, principal, or other District official at the student's school, the Compliance Officer, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) days.

Throughout the course of the process, as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); and a list of potential witnesses and the resolution sought by the complainant.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation including but not limited to a change of class schedule for the Complainant and/or the Respondent, or possibly a change of school for either or both of the parties. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees to any action deemed appropriate. If the complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) days.

Within five (5) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subject to offensive conduct/harassment. A principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment within fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;

2. interviews with the Respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether Respondent engaged in unlawful harassment/retaliation of the Complainant. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality cannot be guaranteed, however. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the Family Educational Rights and Privacy Act will be maintained in a manner consistent with the provisions of the Federal law.

VII. Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general, will be age and content-appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel; or individuals contracted or appointed by the Board to fulfill its responsibilities;

D. any written documentation of actions taken by District personnel;

E. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

F. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

G. dated written determinations to the parties;

H. dated written descriptions of verbal notifications to the parties;

I. written documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and

J. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

K. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

N. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Technical Correction 1/14/25

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Legal

F.S. 110.1221

F.S. 784.049

F.S. 1000.05

F.S. 1006.07

20 U.S.C. 1400 et seq., The Individuals with Disabilities Improvement Act of 2004, as amended (commonly known as The Individuals with Disabilities Act)

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 794, Rehabilitation Act of 1973

29 U.S.C. 6101, The Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

20 U.S.C. 1681 et seq.

42 U.S.C. 1983

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5780 - **STUDENT/PARENT RIGHTS**

The School Board recognizes that students possess not only the right to an education but the rights of citizenship as well. Federal and State law prohibits the Board from adopting any policy or rule, or from entering into any agreement, that infringes upon or waives the rights of freedoms afforded to students by the United States Constitution.

In providing students the opportunity for an education to which they are entitled, the District shall attempt to offer nurture, counsel, and custodial care appropriate to their age and maturity. The District shall, at the same time, guarantee that no student is deprived of the basic right to equal treatment and equal access to the educational program, due process, a presumption of innocence, free expression and association, and the privacy of his/her own thoughts.

Attendant to the rights guaranteed to each student, however, are certain responsibilities, which include respect for the rights of others, obedience to properly constituted school authority, and compliance with the procedures and rules of the District.

The Board realizes that as students differ in age and maturity, so they differ in ability to handle both the rights of citizens and the concomitant responsibilities. The exercise of each right shall be granted, therefore, with due regard for the degree of responsibility possessed by the student and the student's need for the continuing guidance and control of those responsible for his/her education.

Since a student who has reached the age of majority possesses the full rights of an adult, they may authorize those school matters previously handled by their parents, but the student also assumes the responsibility for their performance in school, attendance, and compliance with school rules.

All K-12 students in Florida are entitled to a uniform, safe, secure, efficient, and high-quality system of education, one that allows students the opportunity to obtain a high-quality education. Parents are responsible to ready their children for school; however, neither the State of Florida nor the District can be a guarantor of any individual student’s success.

Parental Access at School

Each parent has the right to pick-up, visit, and meet with their student at school, without the interference of or the need for consent from the other parent, unless the school has received a certified copy of an enforceable court order that provides to the contrary. The Principal may restrict the times, location, frequency, and length of parent visitations at school, based on legitimate pedagogical or scheduling reasons. The District will abide by enforceable 'no contact orders' which have been provided to the school.

Educational Decisions

Both natural parents have an equal right to make decisions about the education and welfare of their student, unless an enforceable court order provides otherwise. Schools will attempt to follow the language of an enforceable court order that specifies that one of the parents or someone else, has the sole or ultimate right to make educational and/or general welfare decisions for the student. If parent directives conflict with each other regarding an educational decision about the student not addressed by court order, the school will defer to the enrolling parent's authority, unless emergent circumstances affecting the health, safety, or welfare of the student require the school to act based on what it considers to be in the best interests of the child.

Parental Notice

Parents normally receive notice by U.S. Mail of the school's suspension of their student or intended placement of their student in a dropout prevention/academic intervention program. A parent may agree to receive such notices by an alternative method other than U.S. Mail. Such agreement may be made before the need for notice arises or at the time the notice becomes required.

Attendance

A. Termination of Enrollment

A student who attains the age of sixteen (16) years during the school year has the right to file a formal declaration of intent to terminate school enrollment if the declaration is signed by the parent. The parent has the right to be notified by the District of its receipt of the student's declaration of intent to terminate school enrollment. (see also Policy 5130 - *Withdrawal from School*)

B. Married or Pregnant

Students who become or have become married or who are pregnant and parenting have the right to attend school and receive the same or equivalent educational instruction as other students. (see also Policy 5751 - *Parental Married Status of Students*)

C. Compulsory Attendance

Parents of students who have attained the age of six (6) years by February 1st of any school year but who have not attained the age of sixteen (16) years must comply with the compulsory school attendance laws. Parents have the option to comply with the school attendance laws by the attendance of the student in a public school; a parochial, religious, or denominational school; a private school; a home education program; or a private tutoring program. (see also Policy 5112 - *Entrance Requirements* and Policy 5200 - *Attendance*)

D. Absence for Religious Purposes

A parent of a student may request and be granted permission for the absence of the student from school for religious instruction or religious holidays. (see also Policy 5223 - *Absences for Religious Instruction* and Policy 5225 - *Absences for Religious Holidays*)

E. Dropout Prevention and Academic Intervention Programs

The parent of a student has the right to receive written notice by certified mail or other method agreed to by the parent before a student initially receives services under a dropout prevention and academic intervention program. The parent will be notified in writing and entitled to an administrative review of any action by school personnel relating to the student's placement. Thereafter, the parent must be notified annually. The notification must be in the parent's primary language or other mode of communication commonly used by the parent unless clearly not feasible pursuant to F.A.C. 6A-6.0908.

F. Absence for Treatment of Autism Spectrum Disorder

A parent of a student may request and be granted permission for absence of the student from school for an appointment scheduled to receive a therapy service provided by a licensed health care practitioner or behavior analyst certified pursuant to Florida law for the treatment of autism spectrum disorder including, but not limited to, applied behavioral analysis, speech therapy, and occupational therapy.

Health Issues

A. Notice of Health Care Services

At the beginning of the school year, the District will provide notice to parents of all health care services offered at their student's school and of the option to withhold consent to or decline any specific service. Before administering a student well-being questionnaire or health screening form to a student in kindergarten through grade 3, the District will provide the questionnaire or form to the parent and obtain the permission of the parent.

B. School-Entry Health Examinations

The parent of any student shall be exempt from the requirement of a health examination upon written request stating objections on religious grounds. (see also Policy 5112 - *Entrance Requirements*)

C. Immunizations

The parent of any student shall be exempt from the school immunization requirements upon meeting any of the specified exemptions. (see also Policy 5320 - *Immunizations and Health Examination* and Policy 5112 - *Entrance Requirements*)

D. Biological Experiments

Parents may request that their child be excused from performing dissection in biological science classes. Alternate assignments will be given to students who do not participate in the dissection activities.

E. Reproductive Health and Disease Education

A public school student whose parent makes written request to the school Principal shall be exempted from the teaching of reproductive health or any disease, including HIV/AIDS. (see also Policy 2417 - *Comprehensive Health Education*)

F. Contraceptive Services to Students

Students may not be referred to or offered contraceptive services at school facilities without the parent's consent.

G. Career Education Courses Involving Hazardous Substances

High school students must be given plano safety glasses or devices in career education courses involving the use of hazardous substances likely to cause eye injury.

H. Substance Abuse Reports

The parent of a student must be timely notified of any verified report of a substance abuse violation by the student.

I. Short-Acting Bronchodilator Use

Note****This language is NEOLA Template Language. Do you want to change to this language

Asthmatic students whose parent and physician provide their approval to the Principal may carry a metered dose inhaler short-acting bronchodilator and components on their person while in school. The Principal shall be provided a copy of the parent's and physician's approval. (see also Policy 5330.01 - *Self-Administered Medication and Epinephrine Use*; Policy 5330.04 - *Administration of Short-Acting Bronchodilators and Components by Trained School Personnel*)

Asthmatic students may carry a short-acting bronchodilator and components inhaler on their person while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities if the school has been provided with written parental and physician authorization. The parent or guardian must provide the District with a written authority and contract to carry that are both signed and dated by the student (if applicable), parent or guardian, and the physician. The written approval by the physician must include; (see Policy 5330.04 - *Administration of Short-Acting Bronchodilators and Components by Trained School Personnel*)

1. name of the medication in the metered dose inhaler;

2. the prescribed dosage;

3. the times or the special circumstances under which the medication is to be administered; and

4. any other special related information regarding the administration of the metered dose inhaler.

(see also Policy 5330.01 - *Self-Administered Medication and Epinephrine Use*)

J. Epinephrine Use and Supply

A student who has experienced or is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer epinephrine by auto-injector while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities if the school has been provided with written parental and physician authorization. The parent or guardian must provide the District with a written authorization and contract to carry that are both signed and dated by the student (if applicable), parent or guardian, and the physician. The written approval by the physician must include:

1. the times or the special circumstances under which the medication is to be administered; and

2. any other special related information regarding the administration of the epinephrine auto-injected.

The School District shall be indemnified by the parent of a student who is authorized to carry an epinephrine auto-injector for any and all liability with respect to the student's use of an epinephrine auto-injector pursuant to this policy.

The District and its employees and agents, including the physician who provides the standing protocol for school epinephrine auto-injectors, are not liable for any injury arising from the use of an epinephrine auto-injector administered by trained school personnel who follow the adopted protocol and whose professional opinion is that the student is having an anaphylactic reaction:

1. unless the trained school personnel's action is willful and wanton;

2. notwithstanding that the parents or guardians of the student to whom the epinephrine is administered have not been provided notice or have not signed a statement acknowledging that the School District is not liable; and

3. regardless of whether authorization has been given by the student's parents or guardians or by the student's physician, physician's assistant, or advanced registered nurse practitioner.

(see also Policy 5330.01 - *Self-Administered Medication and Epinephrine Use*)

K. Diabetes Management

The District may not assign a student who has diabetes to a particular school on the basis that the student has diabetes, that the school does not have a full-time school nurse, or that the school does not have trained diabetes personnel.

Diabetic students whose parent and physician provide their written authorization to the school Principal may carry diabetic supplies and equipment on their person and attend to the management and care of their diabetes while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities, to the extent authorized by the parent and physician and within the parameters set forth by State Board of Education rule. The written authorization shall identify the diabetic supplies and equipment that the student is authorized to carry and shall describe the activities the child is capable of performing without assistance, such as performing blood-glucose level checks and urine ketone testing, administering insulin through the insulin-delivery system used by the student, and treating hypoglycemia and hyperglycemia.

The District and its employees and volunteers shall be indemnified by the parent of a student who is authorized to carry diabetic supplies or equipment for any and all liability with respect to the student's use of such supplies and equipment pursuant to this policy.

(see also Policy 5330.01 - *Self-Administered Medication and Epinephrine Use*)

L. Use of Prescribed Pancreatic Enzyme Supplements

A student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities, IF the school has been provided a written authorization and contract to carry that are both signed and dated by the student (if applicable), parent or guardian, and physician, and provide the prescription label containing the following:

1. name of the medication;

2. the prescribed dosage;

3. the times or the special circumstances under which the medication is to be administered; and

4. any other special related information regarding the administration of the medication.

The District and its employees and volunteers shall be indemnified by the parent of a student who is authorized to use prescribed pancreatic enzyme supplements for any and all liability with respect to the student's use of the supplements under this policy.

(see also Policy 5330.01 - *Self-Administered Medication and Epinephrine Use*)

M. Involuntary Examinations of Students

Before a Principal contacts a law enforcement officer for possible removal of a student from school for involuntary examination, the Principal must verify that the school has used de-escalation strategies and initiated outreach to a mobile response team, unless the Principal reasonably believes that any delay in removing the student will increase the likelihood of harm to the student or others.

The Principal shall make a reasonable attempt to notify a parent of a student before the student is removed from school, school transportation, or a school-sponsored activity to be taken to a receiving facility for an involuntary examination pursuant to F.S. 394.463. Reasonable attempt to notify means the exercise of reasonable diligence and care by the Principal to make contact with the student's parent, guardian, or other known emergency contact whom the student's parent or guardian has authorized to receive notification of an involuntary examination. At a minimum, the Principal must take the following actions:

1. Use available methods of communication to contact the student's parent, guardian, or other known emergency contact including, but not limited to, telephone calls, text messages, e-mails, and voicemail messages following the decision to initiate an involuntary examination of the student;

2. Document the method and number of attempts made to contact the student's parent, guardian, or other known emergency contact, and the outcome of each attempt.

The Principal who successfully notifies any other known emergency contact may share only the information necessary to alert such contact that the parent or caregiver must be contacted. All such information must be in compliance with Federal and State law.

The Principal or the principal's designee may delay the required notification for no more than twenty-four (24) hours after a student is removed if:

1. the Principal or principal's designee deems the delay to be in the student's best interest and if a report has been submitted to the central abuse hotline, pursuant to F.S. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect. (see also Policy 2410 - *School Health Services*); or

2. the Principal reasonably believes that such delay is necessary to avoid jeopardizing the health and safety of the student.

(see also Policy 2410 - *School Health Services*)

N. Sun-protective Measures in School

A student may possess and use a topical sunscreen product while on school property or at a school-sponsored event or activity without a physician's note or prescription if the product is regulated by the United States Food and Drug Administration for over-the-counter use to limit ultraviolet light-induced skin damage. It will be the responsibility of the student to apply the sunscreen and not the responsibility of school staff.

O. Naloxone Use and Supply

Schools shall purchase a supply of the opioid antagonist naloxone from a wholesale distributor as defined in F.S. 499.003 or may enter into an arrangement with a wholesale distributor or manufacturer as defined in F.S. 499.003 for naloxone at fair-market, free, or reduced prices for use in the event that a student has an opioid overdose. The naloxone must be maintained in a secure location on the school's premises.

Discipline

A. Suspension

A student may be suspended only as provided by policy of the District. A good faith effort must be made to immediately inform the parent by telephone of the student's suspension and the reason. Each suspension and the reason must be reported in writing within twenty-four (24) hours to the parent by United States mail. email, or -the student information system **(x)** or other method agreed to by the parent **[END OF OPTION]**. A good faith effort must be made to use parental assistance before suspension unless the situation requires immediate suspension. (see also Policy 5610 - *Removal, Out-of-School Suspension, Disciplinary Placement, and Expulsion of Students).*

B.

A student with a disability may only be recommended for suspension or expulsion in accordance with the State Board of Education rules.

C.

D. Expulsion

E. Public school students and their parents have the right to written notice of a recommendation of expulsion, including the charges against the student and a statement of the right of the student to due process. (see also Policy 5610 - *Removal, Out-of-School Suspension, Disciplinary Placement, and Expulsion of Students*)

F.

Safety

Students who have been victims of certain felony offenses by other students, as well as the siblings of the student victims, have the right to be kept separated from the student offender, both at school and during school transportation.

Educational Choice

A. Public School Choices

Parents may seek whatever public school options are applicable and available to students in the School District.

These options may include:

1. controlled open enrollment
2. virtual instruction programs
3. charter schools
4. magnet schools
5. special programs
6. advanced placement
7. dual enrollment
8. International Baccalaureate
9. CAPE digital tools
10. CAPE industry certifications
11. early college high school programs
12. Advanced International Certificate of Education
13. credit by examination or demonstration of competency
14. the Florida Virtual School

Options also include the public educational choice options of the Hope Scholarship Program (see Policy 2371 - *Hope Scholarships*), the Opportunity Scholarship Program and the McKay Scholarships for Students with Disabilities Program, the Family Empowerment Scholarship Program, and the Florida Tax Credit Scholarship Program. (see also Policy 2370 - *Educational Options* and~~,~~ Policy 2370.01 - *Virtual Instruction*~~, and Policy 5113 - *School Choice Options Provided by the No Child Left Behind Act*~~*Federal Law*~~))

B. Private Educational Choices

Parents may seek private educational choice options under certain programs established under F.S. Chapter 1002.

C. Home Education

The parent may choose to place the student in a home education program, in accordance with State law. (see also Policy 9270 - *Home-Education Programs*)

D. Private Tutoring

The parent of a student may choose to place the student in a private tutoring program in accordance with State law.

E. New Worlds Scholarships

The parent of a student in kindergarten through grade 5 who (1) exhibits a substantial deficiency in early literacy skills based upon the results of the most recent progress monitoring administered pursuant to F.S. 1008.25 (2) has a substantial deficiency in reading ~~deficiency~~ identified under F.S. 1008.25 or scored below a Level 3 on the most recent Statewide, standardized English Language Arts (ELA) assessment, (3) exhibits a substantial deficiency in early mathematics skills based upon the results of the most recent progress monitoring administered pursuant to F.S. 1008.25, or (4) has a substantial deficiency in mathematics or the characteristics of dyscalculia as identified under F.S. 1008.25, or scored below a Level 3 on the most recent Statewide, standardized Mathematics assessment may seek a scholarship in accordance with State law.
The District will notify the parent of each eligible student of the process to request and receive a scholarship, subject to available funds, when providing results from the standardized coordinated screening and progress monitoring pursuant to F.S. 1008.25.

F. Request to Transfer to Different Classroom Teacher

Although parents do not have a right to choose a specific classroom teacher, parents may request that their child be transferred to a different classroom teacher. As part of the request, the parent must state with specificity the grounds supporting the request. Requests must be in writing and must be provided to the Principal.

All requests for a student to be transferred to another classroom teacher shall be considered by the Principal or his/her designee. Within two (2) weeks of receiving a completed written request, the Principal or his/her designee shall notify the parent in writing as to whether the request is approved or denied. If denied, the Principal or his/her designee shall specify the reasons for the denial.

G. Request to Transfer to In-Field Classroom Teacher

A parent whose student is assigned an out-of-field teacher may request that their child be transferred to an in-field classroom teacher within the school and grade in which the student is currently enrolled. Although parents do not have a right to choose a specific classroom teacher, parents may request that their child be transferred. As part of the request, the parent must complete a written request and provide it to the Principal.

All requests for a student to be transferred to another classroom teacher shall be considered by the Principal. Within two (2) weeks of receiving a request in writing, the Principal shall notify the parent in writing as to whether the request is approved or denied.

If an in-field teacher for the student's course and grade level is employed by the school and the transfer would not violate maximum class size requirements, the request shall be approved. The student shall be transferred no later than two (2) weeks from the date the written request is received.

If denied, the Principal shall specify the reasons for the denial.

ACCEL Options

Parents may request student participation in Academically Challenging Curriculum to Enhance Learning (ACCEL) options, including whole-grade promotion, midyear promotion or subject matter acceleration. If the parent selects one of these ACCEL options and the student meets eligibility and procedural requirements in the student progression plan, the student will have the opportunity to participate in the ACCEL option.

Nondiscrimination

All education programs, activities, and opportunities offered by the District are available without discrimination on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), color, ethnicity, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively, 'protected classes'). (see also ~~Policy 2260 - *Nondiscrimination and Access to Equal Educational Opportunity* and~~ Policy 2260.01 - *Section 504/ADA Prohibition Against Discrimination Based on Disability*)

Exceptional Students

A. Notice and Due Process

Parents of students with disabilities and parents of students in residential care facilities are entitled to notice and due process. (see also Policy 2460 - *Exceptional Student Education*)

B. Graduation

Students with disabilities are provided the opportunity to meet the graduation requirements for a standard high school diploma. Certain students with disabilities may be awarded a special diploma upon high school graduation. (see also Policy 2623 - *Student Assessment*)

C. Meetings with District Personnel

Parents of students with disabilities, or eligible students with disabilities, may be accompanied by another person of their choice at any meeting with District personnel.

District personnel will not object to the attendance of such adult or discourage or attempt to discourage through any action, statement, or other means, parents or an eligible student, from inviting another person of their choice to attend any meeting. Parents, eligible students, or other individuals invited to attend such meetings by parents or eligible students on school grounds shall sign in at the front office of such school as a guest.

Parents, or eligible students, and District personnel shall sign Form SO-SS-161 at the meeting's conclusion which states whether or not any District personnel have prohibited, discouraged, or attempted to discourage the parents, or eligible student from inviting a person of their choice to the meeting pertaining to their child's, or their own, educational environment, placement, or discipline.

Blind Students

Students who are blind have the right to an individualized written education program and appropriate instructional materials to attain literacy.

Limited English Proficient Students

Limited English proficient students have the right to receive English for Speakers of Other Languages (ESOL) instruction designed to develop the student's mastery of listening, speaking, reading, and writing in English as rapidly as possible. The students' parents have the right of parental involvement in the ESOL program.

Students with ~~Reading~~ Deficiencies in Reading and Mathematics

The parent of any K-3 student who exhibits a substantial deficiency in reading or the characteristics of dyslexia pursuant to F.S. 1008.25, and the parent of any K-4 student who exhibits a substantial deficiency in mathematics or the characteristics of dyscalculia pursuant to F.S. 1008.25, shall be immediately notified of the student's deficiency and consulted in the development of a plan, as described in F.S. 1008.25 and Policy 5410.01 - *Promotion, Acceleration, Placement, and Retention*.

~~Each elementary school shall regularly assess the reading ability of each K-3 student. The parent of any K-3 student who exhibits a reading deficiency shall be immediately notified of the student's deficiency with a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading; shall be consulted in the development of a progress monitoring plan; and shall be informed that the student will be given intensive reading instruction until the deficiency is corrected.~~

~~Students with Substantial Math Deficiencies~~

~~The parent of any K-4 student who exhibits a substantial deficiency in mathematics will be notified that the child has been identified as having a deficiency, with a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in mathematics; a description of current services provided to the child; a description of proposed intensive interventions and supports that will be provided to remediate the identified area of math deficiency; and strategies through a home-based plan the parent can use in helping the child succeed in mathematics, including resources in an electronic format.~~

Pledge of Allegiance

A student will be excused from reciting the Pledge of Allegiance or the Declaration of Independence, upon written request by the student's parent, in accordance with State law. See also Policy 8800, *Religious~~/Patriotic~~ and Other Ceremonies and Observances*.

Student Records

A. Each parent has an equal right of access, right to waive access, right to challenge and hearing and right of privacy in the education records of their student who is a minor or a dependent adult pursuant to law, unless the school has received a certified copy of an enforceable court order that provides to the contrary. (see also Policy 8330 - *Student Records*)

B. A student is not required to provide their social security number as a condition for enrollment or graduation. (see also Policy 8330 - *Student Records*)

C. The school will not collect, obtain, or retain information on the political affiliation, voting history, religious affiliation, or biometric information of a student, parent, or siblings.

Student Report Cards

Students and their parents have the right to receive student report cards on a regular basis that clearly depict and grade the student's academic performance in each class or course, the student's conduct, and the student's attendance.

Student Progress Reports

Parents shall be informed at regular intervals of the academic progress and other needed information regarding their child, including ways they can help their child to succeed in school. (see also Policy 5420 - *Reporting Student Progress*)

Student Accountability and School Improvement Rating Reports

Parents of public school students are entitled to an easy-to-read report card about the school's grade designation or, if applicable, school's improvement rating, and the school's accountability report, including the school financial report.

High School Athletics

A. Eligibility

A student is eligible in the school in which they first enrolls each school year, the school in which the student makes himself/ herself a candidate for an athletic team by engaging in practice or tryouts before enrolling, or the school to which the student has transferred with approval of the Board, in accordance with State law. (see also Policy 2431 - *Interscholastic Athletics*)

B. Medical Evaluation

Students must satisfactorily pass a medical evaluation each year before participating in athletics, unless the parent objects in writing based on religious tenets or practices, in accordance with State law. (see also Policy 2431 - *Interscholastic Athletics*)

Extra-Curricular Activities

A. Eligibility

Students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities. (see also Policy 2430 - *District-Sponsored Clubs and Activities*)

B. Home Education Students

Home education students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the public school to which the student would be assigned or could choose to attend according to Board policies, or may develop an agreement to participate at a private school.

C. Charter School Students

Charter school students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the school to which the student would be assigned or could choose to attend according to Board policies unless such activity is provided by the student's charter school.

D. Florida Virtual School Full-Time Students

Florida Virtual School full-time students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the public school to which the student would be assigned or could choose to attend according to Board policies.

Instructional Materials

A. Core Courses

Students are entitled to adequate instructional materials in the core courses of mathematics, language arts, social studies, science, reading, and literature.

B. Curricular Objectives

The parent of each student has the right to receive effective communication from the school Principal as to the manner in which instructional materials are used to implement the school's curricular objectives.

C. Sale of Instructional Materials

Instructional materials purchased by the District or a Florida College System institution board of trustees on behalf of dual enrollment students is available to the dual enrollment students free of charge.

D. Dual Enrollment Students

Instructional materials purchased by the District or a Florida College System institution board of trustees on behalf of dual enrollment students is available to the dual enrollment students free of charge.

E. Parent Access to Instructional Materials

Parents have the ability to access their child's instructional materials and may object to the use of a specific instructional material or contest the adoption of instructional material (See Policy 2520, *Selection and Adoption of Instructional Materials*).

Juvenile Justice Programs

Students who are in juvenile justice programs have the right to receive educational programs and services, in accordance with State law.

Parental Input and Meetings

A. Meetings with School District Personnel

Parents may be accompanied by another adult of their choice at a meeting with School District personnel.

B. District Educational Facilities Program

Parents and other members of the public have the right to receive proper public notice and opportunity for public comment regarding the District's educational facilities work program, in accordance with State law.

C. Parent-Teacher Associations and Organizations

Parents have the right to participate in parent-teacher associations and organizations that are sanctioned by the Board or by the Florida Department of Education.

Transportation

A. Transportation to School

Students are provided with transportation to school in accordance with the provisions of State law. (see also Policy 8600 - *Transportation*)

B. Hazardous Walking Conditions

Students in grades K-6 are provided transportation if they are subjected to hazardous walking conditions, in accordance with State law.

C. Parental Consent
Each parent of a public school student must be notified in writing and give written consent before the student may be transported in a privately owned motor vehicle to a school function in accordance with State law. (see also Policy 8660 - ~~*Transporting Students by Private Vehicles*~~ *Transporting Students by Private Vehicles*~~*Alternative Transportation Methods*~~)

Orderly, Disciplined Classrooms

Students will be in orderly, disciplined classrooms conducive to learning without the distraction caused by disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students. (see also Policy 5600 - *Student Discipline*)

Economic Security Report

Prior to registration, each middle school and high school student or the student's parent will be provided a two (2) page summary of the Department of Economic Opportunity's economic security report of employment and earning outcomes and electronic access to the report.

Safe Schools

In accordance with notification procedures adopted by the Superintendent, timely notification will be provided to the parents/guardians of District students who are likely to be impacted by critical incidents, threats, unlawful acts and significant emergencies that occur on school grounds, while using school transportation, or during school-sponsored activities.

Parents of District students have a right to access school safety and discipline incidents as reported pursuant to F.S. 1006.07 (9).

Parental Notification of Arrests of Employees

Notwithstanding F.S. 1012.31(3)(a)1 and 1012.796(4), within twenty-four (24) hours after a law enforcement agency provides the Superintendent with notification pursuant to F.S. 1012.797 that a District employee has been arrested for a felony or a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance, the Principal shall notify parents of enrolled students who had direct contact with the employee and include, at a minimum, the name and specific charges against the employee.

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Revised 7/25/23
Revised 12/12/23
Revised 5/14/24
Revised 1/14/25

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Legal

F.S. 39.201
F.S. 381.0056
F.S. 394.463
F.S. 1000.05
F.S. 1002.20
F.S. 1002.22
F.S. 1002.385
F.S. 1002.39
F.S. 1002.394
F.S. 1002.395
F.S. 1002.40
F.S. 1002.41
F.S. 1002.411
F.S. 1002.43
F.S. 1003.01(13)
F.S. 1003.02
F.S. 1003.21
F.S. 1003.22
F.S. 1003.3101
F.S. 1003.32
F.S. 1003.42
F.S. 1003.44
F.S. 1003.4505
F.S. 1003.47
F.S. 1003.52
F.S. 1003.53
F.S. 1003.55
F.S. 1003.56
F.S. 1003.57
F.S. 1003.58
F.S. 1006.062(7)

F.S. 1006.07

F.S. 1006.09

F.S. 1006.13

F.S. 1006.15

F.S. 1006.20

F.S. 1006.21

F.S. 1006.22

F.S. 1006.23

F.S. 1006.28

F.S. 1006.40

F.S. 1007.271

F.S. 1008.22

F.S. 1008.25

F.S. 1008.386

F.S. 1012.42

F.S. Chapter 1014

F.A.C. 6A-6.0521

F.A.C. 6A-6.053

F.A.C. 6A-6.0533

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6144 - **INVESTMENTS**

PURPOSE

The purpose of this investment policy (hereinafter "policy") is to set forth the investment objectives and parameters for the management of public funds of the School Board. This policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

SCOPE

In accordance with F.S. 218.415, this policy applies to all financial assets (the "portfolio") of the Board with the exception of funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Funds held by State agencies (e.g., Department of Education) are not subject to the provisions of this policy.

DEFINITIONS

For purposes of this policy, the following definitions shall apply:

A. "Available monies" means all monies available for investment exclusive of debt proceeds.

B. "CFO" means the Chief Financial Officer (the "CFO") (or successor in the event of a reorganization) of the School District, or other District authorized representative of a different title acting in an equivalent professional capacity.

C. "Core funds" means reserves, cash designated for projects and other operating and non-operating purposes which are not debt proceeds and are not expected to be expended within the immediately succeeding twelve (12) months.

D. "Debt proceeds" means monies that are the proceeds of an issuance of a debt or lease financing.

E. "Fund" means a pooled investment operated by a professional investment company.

F. "Money fund index" means weighted average return on nation's largest money funds as reported by iMoneyNet, Crane Data, Standard & Poor's, or other nationally recognized money fund ranking service.

G. "Monies" means cash and deposits available to the Board.

H. "Pecuniary factor" means a factor that the Board prudently determines is expected to have a material effect on the risk or returns of an investment based on appropriate investment horizones consistent with applicable investment objectives and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.

I. "Portfolio" means investments held by the Board.

J. "Qualified public depository" means a bank, credit union, savings bank, or savings association meeting the criteria outline in F.S. Chapter 280.

K. "Rating agency" means S&P, Moody's or Fitch.

L. "Self-insurance funds" means monies set aside to pay for specific needs in the future based on actuarial assumptions.

M. "Short-term funds" means operating funds or other monies designated to be spent within twelve (12) months.

N. "Superintendent" means the District Superintendent.

O. "Superintendent's designee" means the CFO.

INVESTMENT OBJECTIVES

A. Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to be consistent with the other investment objectives which are to keep capital losses at a minimum whether they are from securities defaults or erosion of market value.

B. Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

RETURN OF INVESTMENT

~~**RETURN OF INVESTMENT**~~

Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low-risk securities in anticipation of earning a fair return relative to the risk being assumed. When deciding whether and when to invest, the Board, the Superintendent, and the Superintendent's designee must make decisions based solely on pecuniary factors and may not subordinate such factors to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns in accordance with F.S. 218.415(24).

DELEGATION OF STAFF AUTHORITY

The responsibility for providing oversight and direction in regard to the management of the investment program resides with the- Finance Department ~~Director of Finance and Purchasing~~. The daily management responsibility for all Board funds in the investment program and investment transactions is delegated to the Finance Department ~~accountant or finance staff designated by the Director of Finance and Purchasing~~. The Finance Department ~~Director of Finance and Purchasing~~ shall establish written procedures for the operation of the investment portfolio and a system of internal accounting and administrative controls to regulate the activities of employees. The Board may employ an investment advisor to assist in managing some of the Board's portfolios. Such investment advisor must be registered under the Investment Advisers Act of 1940.

The authorized staff includes the Chief Financial Officer ~~Director of Finance and Purchasing~~, ~~the Director of Budget~~, ~~and the accountant~~ or finance staff designated by the Chief Financial Officer ~~Director of Finance and Purchasing~~.

STANDARDS OF PRUDENCE

The standard of prudence to be used by authorized staff shall be the "Prudent Person" standard and shall be applied in the context of managing an overall portfolio. Authorized staff acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported in a timely fashion to the Board and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

> "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment."

While the standard of prudence to be used by authorized staff who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the investment advisor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the Board any material financial interests in financial institutions that conduct business with the Board, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the Board's portfolio.

INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Department ~~Director of Finance and Purchasing~~ shall establish a system of internal controls and operational procedures that are in writing and made a part of the Board's financial procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation, by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery vs. payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this policy. These procedures are intended to reduce the relatively low risk that material losses may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

Independent auditors as a normal part of the annual financial audit to the Board shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

CONTINUING EDUCATION

The Chief Financial Officer ~~Director of Finance and Purchasing~~, ~~the Director of Budget~~, or Finance Department ~~accountant~~ shall annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products.

AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

The Board shall only purchase securities from financial institutions, which are qualified as public depositories by the Treasurer or the Finance Department ~~Director of Finance and Purchasing~~ of the State of Florida, "Primary Dealers" as designated by the Federal Reserve Bank of New York, or from direct issuers of commercial paper and bankers' acceptances.

The Board's investment advisor(s) shall utilize and maintain its own list of approved primary and non-primary dealers.

The Board shall only enter into repurchase agreements with "Primary Dealers" as designated by the Federal Reserve Bank of New York and financial institutions that are State qualified public depositories.

All brokers, dealers, and other financial institutions deemed to be qualified institutions shall be provided with current copies of the Board's investment policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the Board transacts business.

MATURITY AND LIQUIDITY REQUIREMENTS

Operating Funds

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months.

Core Funds

Investments of reserves and other non-current operating funds ("core funds") shall have a term appropriate to the need for funds but in no event shall exceed five and one-half (5 1/2) years.

RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Superintendent shall determine diversification strategies within the established guidelines.

MASTER REPURCHASE AGREEMENT

The Board will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the master repurchase agreement. All repurchase agreement transactions will adhere to requirements of the master repurchase agreement.

DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements is specifically prohibited by this investment policy. A "derivative" is defined as a financial instrument the value of which depends on or is derived from the value of one (1) or more underlying assets or indices or asset values.

COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the approximate maturity date based on cash flow needs and market conditions has been determined and the Director of Finance and Purchasing with the investment advisor have analyzed and selected one (1) or more optimal types of investments, then a minimum of three (3) reputable, qualified, and financially sound banks and/or dealers must be contacted and asked to provide bids on securities in questions. Bids will be held in confidence until the highest bid is determined and awarded.

However, on an exception basis, securities may be purchased utilizing the comparison to current market price method. Acceptable current market price providers include, but are not limited to:

A. Telerate Information System

B. Bloomberg Information Systems

C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing

D. Daily market pricing provided by the Board's custody agents or their correspondent institutions

Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the investment advisor Director of Finance and Purchasing, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process.

B. When no active market exists for the issue being traded due to the age or depth of the issue.

C. When a security is unique to a single dealer, for example, a private placement.

D. When the transaction involves new issues or issues in the "when issued" market.

Overnight sweep repurchase agreements will not be bid, but may be placed with the Board's depository bank relating to the demand account for which the repurchase agreement was purchased.

AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the Board's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, authorized staff may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the Board's custodian.

The following are the guidelines for investments and limits on security types, issuers, and maturities as established by the Board. The Director of Finance and Purchasing shall have the option to further restrict investment percentages from time to time based on market conditions. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment at the time or purchase. Investments not listed in this policy are prohibited.

Permitted Investments

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirements[1]	Maximum Maturity
U.S. Treasury	100%	100%	N/A	5 1/2 years
GNMA	100%	40%	N/A	5 1/2 years avg. life[4]
Other U.S. government guaranteed (e.g., AID, GTC)	100%	10%	N/A	5 1/2 years
Federal Agency/GSE (FNMA, FHLMC, FHLB, FFCB*)	75%	40%[3]	N/A	5 1/2 years
Federal Agency/GSE (other than those above)	75%	10%	N/A	5 1/2 years
Supranationals (where U.S. is shareholder and voting member)	25%	10%	Highest ST or Two Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent)	5 1/2 years

Corporates	25%[2]	5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5 1/2 years
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3 or equivalent)	5 1/2 years
Non-Negotiable Collateralized Bank Deposits or Savings Accounts	50%	None, if fully collateralized	None, if fully collateralized	2 years
Commercial Paper (CP)	25%[2]	5%	Highest ST Rating Category (A-1/P-1 or equivalent)	270 days
Repurchase Agreements (Repo or RP)	40%	20%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1 or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required	1 year
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A

Intergovernmental Pools (LGIPs)	75%	50%	Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LBIP (AAAm/AAAf, S1, or equivalent)	N/A
Florida Local Government Surplus Funds Trust Funds ("Florida Prime")	75%	N/A	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf or equivalent)	N/A

Notes:

[1]Rating by at least one (1) SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO") unless otherwise noted. ST=short-term; LT=long- term.

[2]Maximum allocation to all corporate and bank credit instruments is fifty percent (50%) combined.

[3]Maximum exposure to any one (1) Federal agency, including the combined holdings of agency debt and agency MBS is forty percent (40%).

[4]The maturity limit for MBS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

*Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its district banks (FHLB); Federal Farm Credit Bank (FFCB).

A. **U.S. Treasury & Government Guaranteed** - U.S. Treasury obligations and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. government.

B. **Federal Agency/GSE** - Debt obligations, participations, or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality, or government-sponsored enterprise (GSE).

C. **Supranationals** –U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.

D. **Corporates** – U.S. dollar denominated corporate notes, bonds, or other debt obligations issued or guaranteed by a domestic corporation, financial institution, non-profit, or other entity.

E. **Municipals** – Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory, or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality, or other unit of local government of any state or territory.

F. **Non-Negotiable Certificate of Deposit and Savings Accounts** - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this State or in national banks organized under the laws of the United States and doing business in this State, provided that any such deposits are secured by the Florida Security for Public Deposits Act, F.S. Chapter 280.

G. **Commercial Paper** – U.S. dollar denominated commercial paper issued or guaranteed by a domestic corporation, company, financial institution, trust, or other entity, only unsecured debt permitted.

H. **Repurchase Agreements** - Repurchase agreements (Repo or RP) that meet the following requirements:

1. Must be governed by a written SIFMA master repurchase agreement which specifies securities eligible for purchase and resale and which provides the unconditional right to liquidate the underlying securities should the counterparty default or fail to provide full timely repayment.

2. Counterparty must be a Federal reserve bank, a primary dealer as designated by the Federal Reserve Bank of New York or a nationally chartered commercial bank.

3. Securities underlying repurchase agreements must be delivered to a third party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the Board's custodial account or in a separate account in the name of the Board.

4. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States or U.S. agency-backed mortgage related securities.

5. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal reserve bank) of the purchase price plus current accrued price differential at the close of each business day.

6. Final term of the agreement must be one (1) year or less.

I. **Money Market Funds** - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a- 7.

A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

J. **Local Government Investment Pools** – State, local government, or privately-sponsored investment pools that are authorized pursuant to State law.

A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

K. **The Florida Local Government Surplus Funds Trust Funds ("Florida Prime")** - A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.

General Investment and Portfolio Limits

A. General investment limitations:

1. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.

2. Minimum ratings are based on the highest rating by any one (1) Nationally Recognized Statistical Ratings Organization ("NRSRO"), unless otherwise specified.

3. All limits and rating requirements apply at time of purchase.

4. Should a security fall below the minimum credit rating requirement for purchase, the investment advisor will notify the Chief Financial Officer ~~Director of Finance and Purchasing~~.

5. The maximum maturity (or average life for MBS) of any investment is five and one-half (5 1/2) years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.

B. General portfolio limitations:

The maximum effective duration of the aggregate portfolio is three (3) years.

C. Investment in the following are permitted, provided they meet all other policy requirements:

1. callable, step-up callable, called, pre-refunded, putable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
2. variable-rate and floating-rate securities
3. subordinated, secured and covered debt, if it meets the ratings requirements for the sector
4. zero coupon issues and strips, excluding agency mortgage- backed Interest-only structures (I/Os)
5. Treasury TIPS

D. The following are **NOT PERMITTED** investments, unless specifically authorized by statute and with prior approval of the governing body:

1. trading for speculation
2. derivatives (other than callables and traditional floating or variable- rate instruments)
3. mortgage-backed interest-only structures (I/Os)
4. inverse or leveraged floating-rate and variable-rate instruments
5. currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
6. private placements and direct loans, except as may be legally permitted by Rule 144A or commercial paper issued under a 4(2) exemption from registration
7. convertible, high yield, and non-U.S. dollar denominated debt
8. short sales
9. use of leverage
10. futures and options
11. mutual funds, other than fixed-income mutual funds and ETFs, and money market funds
12. equities, commodities, currencies and hard assets

PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio's performance, the Superintendent will use performance benchmarks. The use of benchmarks will allow the Board to measure its returns against other investors in the same markets.

A. The operating funds investment portfolio shall be designed with the annual objective of exceeding the S&P Rated GIP Index Government 30-Day Gross of Fees Yield.

B. Core funds and other non-operating funds that have a longer-term investment horizon will be compared to Bank of America Merrill Lynch 1-3 Year U.S. Treasury Note Index and the portfolio’s total rate of return will be compared to this benchmark. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolio’s total rate of return.

REPORTING

The Chief Financial Officer ~~Director of Finance and Purchasing~~ and/or the investment advisor shall provide the Board with quarterly investment reports. Schedules in the quarterly report should include the following:

A. a listing of individual securities held at the end of the reporting period

B. percentage of available funds represented by each investment type

C. coupon, discount, or rate of return

D. average life or duration and final maturity of all investments

E. par value and market value

On an annual basis, the Finance Department ~~Director of Finance and Purchasing~~ shall prepare and submit to the Board a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name, or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value, and the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public.

THIRD-PARTY CUSTODIAL AGREEMENTS

All securities, with the exception of certificates of deposits, shall be held with a third party custodian. All securities purchased by, and all collateral obtained by, the Board should be properly designated as an asset of the Board. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal government, the State of Florida, or any other State or territory of the United States which has a branch or principal place of business in the State of Florida as defined in F.S. 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Board and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Board with safekeeping receipts that provide detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

INVESTMENT POLICY ADOPTION

The investment policy shall be adopted by Board. The Board shall review the policy annually and, if necessary, present modification to the Board for approval.

Attachment A

Glossary of Cash and Investment Management Terms

The following is a glossary of key investing terms, many of which appear in the Board's investment policy. This glossary clarifies the meaning of investment terms generally used in cash and investment management. This glossary has been adapted from the GFOA Sample Investment Policy and the Association of Public Treasurers of the United States and Canada's Model Investment Policy.

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities".

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price".

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus one percent (1%) equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities".

Benchmark Bills: In November 1999, FNMA introduced its benchmark bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three (3) and six (6) month maturities and biweekly issues in one (1) year for benchmark bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each benchmark bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's benchmark bills are unsecured general obligations that are issued in book-entry form through the Federal reserve banks. There are no periodic payments of interest on benchmark bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term agency discount note market.

Benchmark Notes/Bonds: Benchmark notes and bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its benchmark notes/bonds program, two (2), three (3), five (5), ten (10), and thirty (30) year maturities are issued each quarter. Each benchmark notes new issue has a minimum size of $4 billion, thirty (30) year new issues having a minimum size of $1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in benchmark notes and bonds in maturities ranging from two (2) to thirty (30) years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC (as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value". Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer".

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a

call feature. There are three (3) primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least five (5) business days prior to a call date.

Callable Bonds/Notes. Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as ten (10) years to maturity, but most CDs purchased by public agencies are one (1) year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one (1) or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one (1) year and less than ten (10) years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond’s face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate/price), but does not accurately reflect a bond’s true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the "custodian". Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal reserve system and owned mostly by the New York Stock Exchange, the depository trust company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions. All collateralized mortgage obligations (CMOs) are derivatives.

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a two (2) or three (3) year original maturity. New issues of designated bonds are $1 billion or larger. Re-openings of existing designated bond issues are generally a minimum of $100 million. Designated bonds are offered through a syndicate of two (2) to six (6) dealers. Twice each month the funding corporation announces its intention to issue a new designated bond, reopen an existing issue, or to not issue or reopen a designated bond. Issues under the designated bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term agency market.

Discount Notes. Unsecured general obligations issued by Federal agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one (1) year. Very large primary (new issue) and secondary markets exist.

Discount Rate. Rate charged by the system of Federal reserve banks on overnight loans to member banks. Changes to this rate are administered by the Federal reserve and closely mirror changes to the "fed funds rate".

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury bills, Federal agency discount notes, bankers' acceptances, and commercial paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium".

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of ninety-five and one-half (95 1/2), would have a principal cost of $955 per $1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association".

Fed Money Wire. A computerized communications system that connects the Federal reserve system with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The fed money wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal agency securities.

Fed. See "Federal Reserve System".

Federal Agency Security. A debt instrument issued by one of the Federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of $250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives, and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the banks for cooperatives, Federal intermediate credit banks, and Federal land banks. Frequent

issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal reserve banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal funds to another depository institution. The Federal reserve influences this rate by establishing a "target" fed funds rate associated with the fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve (12) district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the twelve (12) distinct banks of the Federal reserve system.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, raising or lowering the target fed funds rate and discount rate, and (3) in open market operations by buying and selling government securities. The Federal reserve system is made up of twelve (12) Federal reserve district banks, their branches, and many national and state banks throughout the nation. It is headed by the seven (7) member board of governors known as the "federal reserve board" and headed by its chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security".

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal agencies. Government-owned Federal agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS".

Government Sponsored Enterprise (GSE). Privately owned entity subject to Federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

Government Sponsored Enterprise Security. A security issued by a government sponsored enterprise. Considered Federal agency securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

A. **Control of collusion** - Collusion is a situation where two (2) or more employees are working in conjunction to defraud their employer.

B. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.

C. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by State law) shall be placed with an independent third party for custodial safekeeping.

D. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

E. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

F. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

G. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one (1) year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document repurchase agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (five (5) years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from one (1) to ten (10) years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of $1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a State or local government unit or public agency. The vast majority of municipals are exempt from State and Federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs ($100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

[(Total assets) - (Liabilities)]/(Number of shares outstanding)

NRSRO. A "Nationally Recognized Statistical Rating Organization" (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price".

Open Market Operations. A Federal reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal reserve system from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount".

Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the fed. Primary dealers also submit daily reports of market activity and security positions held to the fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the "prudent person" rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per F.S. 280.02(26), "qualified public depository" means any bank, savings bank, or savings association that:

A. is organized and exists under the laws of the United States, the laws of this State or any other state or territory of the United States;

B. has its principal place of business in this State or has a branch office in this State which is authorized under the laws of this State or of the United States to receive deposits in this State;

C. has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. 1811 et seq.;

D. has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits;

E. meets all requirements of F.S. Chapter 280;

F. has been designated by the Director of Finance and Purchasing as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two (2) coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/Losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See "Unrealized Gains (Losses)".

Reference Bills: FHLMC's short-term debt program created to supplement its existing discount note program by offering issues from one (1) month through one (1) year, auctioned on a weekly or on an alternating four (4) week basis (depending upon maturity) offered in sizeable volumes ($1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, reference bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to
U.S. Treasury bills. FHLMC's reference bills are unsecured general corporate obligations. This program supplements the corporation's existing discount note program. Issues under the reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term agency discount note market.

Reference Notes: FHLMC's intermediate-term debt program with issuances of two (2), three (3), five (5), ten (10), and thirty (30) year maturities. Initial issuances range from $2 - $6 billion with re-openings ranging $1 - $4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third party intermediary. Any type of security can be used as "collateral", but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a master repurchase agreement, widely accepted as the industry standard document for repurchase agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between and investor and a custody bank that allows the custody bank to "loan" the investors investment holdings, reinvest the proceeds in permitted investments, and shares any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the

default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two (2) securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of Supranational, Sovereign, and Non-U.S. Agency (SSA) sector bonds. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have "green bond" programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

TAP Notes: Federal agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP issue program uses the four (4) most common maturities and reopens them up regularly through a competitive auction. These maturities (two (2), three (3), five (5), and ten (10) year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to $30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to $150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at fifty (50) basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one (1) year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues four (4) week, thirteen (13) week, and twenty-six (26) week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten (10) years and longer by the U.S. Department of the Treasury.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one (1) to ten (10) years by the U.S. Department of the Treasury. The Treasury currently issues two (2) year, three (3) year, five (5) year, and ten (10) year Treasury notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/Losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)".

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also "Floating Rate Note".

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity", except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call," and "Yield to Maturity."

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Legal	F.S. 1001.42
	F.S. 1001.43
	F.S. 1011.18
	F.A.C. 6A-1.0012
	F.A.C. A-1.085

Last Modified by Dionne Brinson on October 22, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	USE OF DISCRETIONARY LOTTERY FUNDS
Code	po6234 dm 10/08/25 2/3/25 fsj
Status	
Adopted	June 13, 2017

[DRAFTING NOTE: Discretionary lottery funds have not been allocated to school districts in Florida since the 2019-2020 school year. However, F.S. 1011.69 still mandates that school boards shall "allocate to schools within the district an average of 90 percent of the funds generated by all schools and guarantee that each school receives at least 80 percent, except schools participating in the Principal Autonomy Program Initiative under s. 1011.6202 are guaranteed to receive at least 90 percent, of the funds generated by that school based upon the Florida Education Finance Program as provided in s. 1011.62 and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the school district's current operating discretionary millage levy." Additionally, F.S. 24.121(5)(F) requires that "each school district shall, on a quarterly basis, make available to the public and distribute, in an easy to understand format, the expenditures of lottery funds allocated to the school district."

Since discretionary lottery funds are still referenced in Florida law, even though they are not currently being allocated, school boards may continue to utilize this policy if desired.]

6234 - **USE OF DISCRETIONARY LOTTERY FUNDS**

The proviso language of the annual General Appropriations Act requires that each School District establish policies and procedures that define enhancement; and identify the types of expenditures that will be considered consistent with the definition.

DEFINITION

"Enhancement" shall be defined as the expenditure of funds to increase the instructional opportunities and to improve the behavioral patterns of students in grades Pre-Kindergarten through the post-secondary level as well as to preserve these activities within limited funding sources.

EXAMPLES OF QUALIFYING EXPENDITURES

The following items are intended to represent, but not limit, the types of expenditures that are consistent with the definition of enhancement:

A. funds appropriated to schools for school improvement initiatives

B. school level personnel positions supplemented in accordance with the teacher contract

C. personnel involved with curriculum development and implementation at the school level

D. supplemental funding for instructional technology

E. any other program or position consistent with the definition

PROCEDURE

The Superintendent shall annually appropriate lottery funds consistent with the definition and these examples and shall comply with all reporting requirements of the State. Nothing contained in this policy shall be construed to limit the authority of the Superintendent to apply lottery funds to any expenditure consistent with the definition.

F.S. 24.121

F.S. 1011.69

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F.S. 24.121

F.S. 1011.69

Legal F.S. 24.121

F.S. 1011.69

Last Modified by Dionne Brinson on October 8, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of BUILDING PERMITS AND CODE ENFORCEMENT
Code	po7101 fsj 6/3/24 br 7/17/25 sc 7/22/2025 br 7/31/25 Technical Correction added reference
Status	
Adopted	June 13, 2017

7101 - **BUILDING PERMITS AND CODE ENFORCEMENT**

The School Board shall designate an approved building code official (BCO) for code enforcement services. Approved project plans will be reviewed for code compliance, permits issued, and the work inspected. Two (2) types of permits will be issued: annual facility maintenance permits and building permits.

A. Annual Facility Maintenance Permits:

Each school or facility will be issued an annual facility maintenance permit to facilitate routine maintenance, emergency repairs, building refurbishment, and minor renovations of systems or equipment. Qualifiers for this type of permit will be the Operation and Maintenance Director and/or his/her designee. Permits will be issued in their names. The amount expended per maintenance project may not exceed $200,000. A facility maintenance permit is valid for one (1) year. A detailed log of alterations and inspections must be maintained and annually submitted to the BCO. The BCO retains the right to make inspections at the facility site as s/he considers necessary.

B. Building Permits:

Building permits are required for new construction, additions, remodeling, renovations, site work, structural modifications, major mechanical and electrical upgrades, technology infrastructure and improvements, roofing, re-roofing, and demolition. District project managers and/or their contractors will submit application for a permit to the BCO.

Before a contract has let for the construction, the BCO must review and approve the Phase III construction documents as required by F.S. 1013.38. Upon review by the BCO, a permit will be issued and work inspected. When the work is deemed complete and the BCO has determined that the building or structure and its site conditions comply with all applicable statues and rules, the BCO will issue a Certificate of Occupancy.

The BCO shall take into account the seventeen (17) considerations set forth in F.S. 1013.37 when reviewing plans for approval.

The District may reuse prototype plans on another site, provided the facilities list and Phase III construction documents have been updated for the new site and for compliance with the Florida Building Code and the Florida Fire Prevention Code and any laws relating to fire safety, health and sanitation, casualty safety, and requirements for the physically handicapped which are in effect at the time a construction contract is to be awarded.

For each proposed new facility and each proposed new facility addition exceeding 2,500 square feet, the Board shall submit for review a minimum of one (1) copy of the site plan to the local county, municipality, or independent special fire control district providing fire protection services to the facility. The site plans shall be considered in accordance with F.S. 1013.38.

Before the commencement of any new construction, renovation, or remodeling, the Board shall:

1. approve or cause to be approved the construction documents and evaluate such documents for compliance with the Florida Building Code and the Florida Fire Prevention Code; and

2. ensure compliance with all applicable fire safety codes and standards by contracting with a fire safety inspector certified by the State Fire Marshal under F.S. 633.081.

The Board shall provide reasonable access to all construction documents upon request by the local county, municipality, or independent special fire control district.

C. Design Services:

The Board or volunteer service organization which under takes any project that includes new construction, addition, remodeling, and structural modifications shall have plans and specifications prepared by a licensed design professional as required by State Requirements for Education Facilities 4.1(2).

Board approved projects will be governed by the standard District contracts. Volunteer project sponsor(s) will submit a standard partnership agreement for project approval prior to commencement of work.

D. Contractors:

All construction on Board-owned property including volunteer or service organization projects, shall be performed by State-certified or licensed general contractors and subcontractors, or locally registered subcontractors where their registration is valid, as required by State Requirements for Education Facilities 4.1(5) and shall follow approved processes as described under Florida statute.

F.S. 553.80

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F.S. 468.604

F.S. 553.73, The Florida Building Code, as amended

F.S. 553.80

F.S. 1013.37

F.S. 1013.38

F.A.C. 6A-2.0010 (State Requirements for Educational Facilities) 2010 Florida Building Code

Last Modified by Maria Cain on September 16, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	JMM 10/7/25 New Policy - Vol. 25, No. 2, Jan. 2025 - GIFTS TO THE SCHOOL DISTRICT
Code	po7230 NEW POLICY 6/3/25 fsj jm10/7/25
Status	
Adopted	June 13, 2017
Last Revised	August 27, 2019

New Policy - Vol. 25, No. 2

7230 - **GIFTS TO THE SCHOOL DISTRICT**

The School Board is duly appreciative of public interest in and goodwill toward the schools manifested through gifts.

"Gifts" include, but are not necessarily limited to, the following:

A. Real property.

B. Tangible or intangible personal property.

C. Food or beverage.

D. Plants, flowers, or floral arrangements.

E. Donations.

F. Bequests.

G. Equipment.

H. Materials.

I. Funds.

J. Artwork.

K. Grants.

L. [ ]

M. [ ]

Pursuant to F.S. 1001.43, the Board has authority to govern all public gifts and donations to schools and therefore reserves the right to specify the manner in which gifts are made, to define and identify the type of gift which it considers appropriate, and to reject those which it deems inappropriate or unsuitable. Gifts shall become the property of the Board

and will be subject to use by the District as determined by the policies and administrative procedures applying to all properties, equipment, materials, and funds owned by the Board. The title of all gifts shall be in the name of The School Board of ~~_____~~Hernando County, Florida.

Any monetary gift or donation shall be properly receipted and processed in accordance with applicable District procedures.

X] Any proposed gift to the Board valued in excess of $~~_____~~250.00 ~~must be approved by the Board~~shall be accepted by the Hernando County Education Foundation. The Superintendent may accept for the Board gifts of lesser value.

~~[ ] All gifts, grants, or bequests shall be submitted to the Board, and if accepted, acknowledged by the Board.~~

~~[ ] The Superintendent is authorized to accept gifts or donations to the District, on behalf of the Board, of money, equipment, supplies, and materials. The Superintendent may accept the terms and conditions of any such gift or donation, as deemed appropriate, and shall have the discretion to accept or deny the gift or donation on the basis of those terms and conditions. Lists of such gifts or donations shall be compiled semi-annually.~~

~~[ ] The principal or director of a school or center is authorized to accept individual gifts or donations of money for field trips, student donations, and spontaneous donations of up to $500 for each such gift. If an individual gift or donation exceeds $500, its acceptance shall be in accordance with the paragraph above. If a donor does not specify how the gift or donation is to be used, the use shall then be at the discretion of the principal or director.~~

~~[ ] All accepted gifts shall be acknowledged by the Board.~~

~~[ ] Any gift conveying title shall be submitted to the Board for individual acceptance.~~

~~[ ] Permanent structures shall have utilitarian value in the operation of the school or be erected in memory of a person who has been associated with the school either as a student or employee, or an organization which has made some outstanding contribution to the school or District.~~

~~[ ] The Board shall not accept a gift of art unless the cost of installation, operation, and maintenance is consistent with the value of the gift to the school. This gift will require the approval of a committee approved by the Superintendent and shall include at least one (1) person trained in the field of art.~~

~~[ ] Articles of equipment donated to the schools by individuals, groups, or organizations may be accepted if they contribute to the operation of the school program. Donors shall be notified that the title of this gift shall be in the name of the Board.~~

X] Any equipment proposed to be purchased by a parent organization for use in the school or at a District-related event shall be submitted to the Board, prior to purchase, so it can determine if the District would incur any liability by its use. The Board is under no obligation to replace a gift or memorial if it is lost, stolen, destroyed, or becomes unserviceable. Any equipment donated to the District may not be repaired or maintained until it has been formally accepted. The Board reserves the right to not accept such liability and thus deny the use of the equipment by students or District employees.

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F.S. 112.312

F.S. 1001.32

F.S. 1001.41

F.S. 1001.42

F.S. 1001.43

Last Modified by Maria Cain on November 5, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	GIFTS, GRANTS, AND BEQUESTS
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Status	
Adopted	June 13, 2017
Last Revised	August 27, 2019

~~7230 - **GIFTS, GRANTS, AND BEQUESTS**~~

~~The School Board is duly appreciative of public interest in and good will toward the schools manifested through gifts, grants, and bequests. The Board reserves the right, however, to specify the manner in which gifts are made; to define the type of gift, grant, or bequest which it considers appropriate; and to reject those which it deems inappropriate or unsuitable. If accepted, the Board will attempt to carry out the wishes of the donor.~~

~~All gifts, grants, or bequests less than $250.00 shall be acknowledged by the Board.~~

~~All gifts, grants, or bequests having a value of $250.00 or more shall be accepted by the Hernando County Education Foundation. The Superintendent may accept for the Board gifts of lesser value.~~

~~Gifts, grants, and bequests shall become the property of the Board and will be subject to use by the District as determined by the policies and administrative procedures applying to all properties, equipment, materials, and funds owned by the Board. The title of all gifts shall be in the name of the Board.~~

~~Any equipment proposed to be purchased by a parent organization for use in the school or at a District related event shall be submitted to the Board, prior to purchase, so it can determine if the District would incur any liability by its use. The Board is under no obligation to replace a gift or memorial if it is lost, stolen, destroyed, or becomes unserviceable.~~

~~The Board reserves the right to not accept such liability and thus deny the use of the equipment by students or District employees.~~

~~Revised 2/27/18~~
~~Revised 8/27/19~~

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Legal F.S. 112.312

Last Modified by Dionne Brinson on September 19, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Renum./Revised Policy - Vol. 25, No. 2, Jan. 2025 - NURSING MOTHERS
Code	po8280 New Policy 6/3/25 fsj AB 9/3/25
Status	

Renum./Revised Policy - Vol. 25, No. 2

~~4425~~8280 - **NURSING MOTHERS**

~~**[ ]** As required by Federal law, the School Board shall take steps necessary to support staff members who decide to breastfeed their infants by providing additional unpaid break time, as necessary, for lactating employees to express breast milk for their infants on District premises. **[END OF OPTION]**~~

~~**[ ]** The School Board shall support the decision of support staff members to breastfeed their infants by providing additional unpaid break time, as necessary, for lactating employees to express breast milk for their infants on District premises. **[END OF OPTION]**~~

~~Prior to returning to work from maternity leave, it shall be the employee's responsibility to notify her supervisor of her intent to continue breastfeeding her infant(s), and of her need to express milk during work hours. Further, it shall be the responsibility of the employee to keep her supervisor informed of her needs in this regard throughout the period of lactation.~~

~~The building administrator shall designate a private area, other than a restroom, where an employee can express breast milk. The designated area shall be a space where intrusion from coworkers, students, and the public can be prevented, and one where an employee who is using this area can be shielded from view.~~

~~An employee can express milk during regularly scheduled break periods. The Principal or employee's supervisor shall make an accommodation if the time of regular breaks needs to be adjusted or if additional and/or longer breaks are needed. In the event that more breaks are needed or the break(s) need to be longer than legally required, the additional time required shall be unpaid, and the employee's work schedule or work day shall, therefore, be modified accordingly. The Principal, or the employee's supervisor, shall work with the employee to make these necessary modifications.~~

The School Board supports employees who choose to express breast milk. When any employee has notified their supervisor of the employee's intent to express breast milk during the workday, the ~~**[ ]** Principal **[ ]** Superintendent~~ **[** X**]** Supervisor **[END OF OPTIONS]** shall make necessary arrangements to provide the following:

A. an appropriate location that is suitable for expressing breast milk;

   The location must be shielded from view and not accessible during usage by any other person. The location provided may not be a bathroom.

B. a reasonable amount of time to complete the activity based on an established schedule of frequency the employee requires. The employee is responsible for providing a schedule of frequency and for completing the process efficiently.

~~Additional requests from a covered employee for assistance in developing procedures for the employee's need to express breast milk under this policy should be addressed to a building administrator. Reasonable efforts will be made to facilitate full access to the benefits of this policy.~~An employee can express milk during regularly scheduled break periods. The

Principal or employee's supervisor shall make an accommodation if the time of regular breaks needs to be adjusted or if additional and/or longer breaks are needed. In the event that more breaks are needed or the break(s) need to be longer than legally required, the additional time required shall be unpaid, and the employee's work schedule or work day shall, therefore, be modified accordingly. The Principal, or the employee's supervisor, shall work with the employee to make these necessary modifications.

~~A participating employee must record time spent expressing breast milk at work **[ ]** which will be recorded as unpaid time, unless the employee also performs work-related responsibilities during this time **[END OF OPTION]**. **[DRAFTING NOTE: the law does not require employers to pay employees during time provided to express breast milk unless it would otherwise pay an employee for the same amount of break time for other reasons. This applies to both exempt and non-exempt employees such that a Board may determine that it is easier to consider break time under this policy as compensable time and under Florida law, exempt employees may be entitled to compensation even while taking advantage of these benefits. If the District wishes to establish unpaid break times, it should consult the District's legal counsel.]** Any employee who opts to express breast milk is entitled to the benefits of this policy.~~

Any employee who has provided notice of the need to express breast milk at work and has complied with the responsibilities of doing so in this policy is eligible to do so for up to X **]** one (1) calendar year **[minimum required by law]** ~~**[ ]** _____~~ **[END OF OPTION]** from the birth of the child. **[DRAFTING NOTE: The law requires one (1) year, but some professional medical organizations recommend supplementing solid foods with breastmilk until the age of 2.]**

~~No employee who requires break time to express breast milk consistent with this policy shall be subjected to retaliation or any form of adverse treatment for doing so.~~

~~Any employee who feels they have been denied adequate protections or feels they have been retaliated against or otherwise treated unfairly as a result of availing themselves of the rights described in this policy shall report such concerns to the Superintendent. Any such report shall specify the alleged deficiency and desired resolution so that the Superintendent may provide an appropriate resolution, within ten (10) calendar days of the report.~~

The benefits described in this policy shall be administered concurrently with other benefits, such as Family Medical Leave Act (FMLA) rights.

~~This policy does not apply to students. Any student who is expressing breast milk following the birth of a child should contact **( )** the Student Services Services Director **( )** Principal **( )** _____ **[END OF OPTION]** to discuss arrangements to enable the student to do so.~~

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Last Modified by Maria Cain on November 5, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of Revised Policy - Vol. 25, No. 2, Jan. 2025 - SCHOOL SAFETY AND SECURITY
Code	po8405, Reviewed by Safe Schools- AP 8/6/25 Reviewed AP 9/16/25
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Revised Policy - Vol. 25, No. 2

8405 - **SCHOOL SAFETY AND SECURITY**

The School Board is committed to maintaining a safe, secure, and drug-free environment in all of the District's schools.

School crime and violence are multifaceted problems that need to be addressed in a manner that utilizes all available resources in the community through a coordinated effort of District personnel, law enforcement agencies, first responders, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-related event or are on their way to and from school.

The Superintendent, in conjunction with the School Safety Specialist, shall develop a *School Safety and Security Plan* with input from representatives of the local law enforcement **[x] agency** ~~**[ ] agencies**~~; the local Fire Marshall(s) or their designee(s); representative(s) from emergency medical services;

A. **[x]** members of the Board;

B. **[x]** building administrators;

C. **[x]** representative(s) from the local emergency management agency;

D. **[x]** School Resource Officer(s);

E. **[ ]** commissioned school safety officers;

F. **[x]** school guardians;

G. **[ ]** security guards;

H. **[x]** local mental health **(x) agency** ~~**( ) agencies;**~~

I. **[x]** teachers and staff;

J. **[x]** parents;

K. **[x]** students;

L. ~~[ ] (other, please specify) _____;~~

M. ~~[ ] (other, please specify) _____.~~

Included within the District's School Safety and Security Plan shall be a District Active Assailant Response Plan (DAARP). The DAARP shall include, at a minimum, procedures addressing the following:

A. security assessments;

B. roles and responsibilities of District personnel;

C. roles and responsibilities of Safe-School Officers (Policy 8407 - *Safe-School Officers*);

D. information sharing;

E. training of District personnel and exercises/drills, including training standards;

F. identification of Safe Spaces and Command Posts;

G. response to the threat of an active assailant, including the following three (3) strategies: evading or evacuating, taking cover or hiding, and responding to or fighting back;

H. response to the presence of an active assailant on school grounds;

I. communication with law enforcement prior to and after law Enforcement arrives on school grounds;

J. responsibilities prior to law enforcement arrival;

K. responsibilities when law enforcement arrives on school grounds;

L. communication with the public; and

M. post-incident recovery.

The District will adopt its DAARP annually by October 1.

Further, by October 1st of each year, the Superintendent shall certify to the Office of Safe Schools and document in the Florida Safe Schools Assessment Tool that all school personnel has received annual training on the procedures contained in the District's DAARP.

School Safety Specialist

The Superintendent is responsible for designating the District's School Safety Specialist. The School Safety Specialist must be a school administrator employed by the District~~. or a law enforcement officer employed by the _____ County Sheriff's Office. **[DRAFTING NOTE: The Sheriff's Office must be located in the District]** Prior to appointing a law enforcement officer to serve as the School Safety Specialist, the Superintendent must verify that the law enforcement officer has met all statutory requirements and has been authorized and approved by the _____ County Sheriff's Office to serve as the School Safety Specialist.~~

By August 1 of each year, the District will submit the School Safety Specialist's name, phone number, and email address to the Office of Safe Schools at SafeSchools@fldoe.org. The District will notify the Office of Safe Schools within one (1) school day whenever there is a change related to the contact information for the School Safety Specialist.

A. Training

Within thirty (30) calendar days of appointment, the District's School Safety Specialist must complete and thereafter maintain certificates of completion of the following online Federal Emergency Management Agency Independent Study courses: ~~Multi-Hazard Planning~~Preparedness for Childcare Providers; Introduction to the Incident Command System, ICS 100; Preparing for Mass Casualty Incidents: A Guide for Schools, Higher Education, and Houses of Worship; Multi-Hazard Emergency Planning for Schools; and Planning for the Needs of Children in Disasters.

Within one (1) year of appointment, and annually thereafter, the District School Safety Specialist must earn a certificate of completion of school safety specialist training provided by the Office of Safe Schools.

The District's School Safety Specialist shall earn, or designate one (1) or more individuals to earn, certification as a youth mental health awareness and assistance trainer as set forth in F.S. 1012.584.

B. Responsibilities

The School Safety Specialist is responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the District, including at charter schools. The School Safety Specialist's responsibilities include, but are not limited to, the following:

1. reviewing at least annually District and charter schools policies and procedures for compliance with Florida law and applicable rules, as provided by F.S. 1006.07 (6)(a)1., including the District's timely and accurate submission of school environmental safety incident reports to the Department pursuant to F.S. 1001.212;

   The School Safety Specialist is responsible for submitting all Board and District charter school policies and procedures pertaining to the health, safety, or welfare of students to the Office of Safe Schools by July 1 of each year.

2. providing necessary training and resources to students and staff in matters relating to youth mental health awareness and assistance; emergency procedures, including active shooter training; and school safety and security;

3. serving as the District liaison with local public safety agencies and national, State, and community agencies and organizations in matters of school safety and security;

4. conduct annually on or before October 1, in collaboration with the appropriate public safety agencies, a school security risk assessment at each District school using the Florida Safe Schools Assessment Tool developed by the Office of Safe Schools;

   The District will report to FLDOE by October 15th of each year that all public schools within the District have completed the assessment using the Florida Safe Schools Assessment Tool. For purposes of this section, public safety agencies means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.

   The District will ensure the accuracy of current school listings within the Florida Safe Schools Assessment Tool application, including school name, address, and MSID number. The District will report to the Office of Safe Schools via e-mail within five (5) school days of a school opening or closing, or when any other change occurs that impacts the accuracy of the District-provided information in the Florida Safe Schools Assessment Tool.

5. make unannounced inspection visits to all District schools, including charter schools;

   The inspection must be done using the form adopted by the OSS. Any violations discovered must be reported to the Superintendent or charter school principal.

6. presenting quarterly reports to the Board at a public meeting regarding the OSS inspection of District schools and during the first quarter of every school year, providing the Board with an annual report including the number of schools inspected by OSS the prior year and the number of those schools found to be in compliance;

7. providing a copy of any Florida School Safety Compliance Inspection Report prepared by OSS following an unannounced visit to the school principal or charter school administrator, as appropriate;

8. coordinating with appropriate public safety agencies, as defined in F.S. 365.171, that are designated as first responders to a school's campus to conduct a tour of such campus once every three (3) years and to provide recommendations related to school safety. Completion of such tours and any recommendations must be documented in each school's security risk assessment within the Florida Safe Schools Assessment Tool;

   Any changes related to school safety, emergency issues, and recommendations provided by the public safety agencies will be considered as part of the recommendations by the School Safety Specialist to the Board.

9. providing, or arranging for the provision of, youth mental health awareness and assistance training to all school personnel within the District as set forth in F.S. 1012.584, F.A.C. 6A-1.094120 and F.A.C. 6A-1.0018;

By July 1st of each year, the Superintendent shall certify to the FLDOE, in a format determined by the FLDOE, that at least eighty percent (80%) of school personnel in elementary, middle, and high schools have received the training required under this paragraph.

The training program shall include, but is not limited to, the following:

a. an overview of mental illnesses and substance abuse disorders and the need to reduce the stigma of mental illness;

b. information on the potential risk factors and warning signs of emotional disturbance, mental illness, or substance use disorders, including, but not limited to, depression, anxiety, psychosis, eating disorders, and self-injury, as well as common treatments for those conditions and how to assess those risks; and

c. information on how to engage at-risk students with skills, resources, and knowledge required to assess the situation, and how to identify and encourage the student to use appropriate professional help and other support strategies, including, but not limited to, peer, social, or self-help care.

10. coordinating with charter schools to address charter school safety requirements as set forth under Florida law and F.A.C. 6A-1.0018;

    The School Safety Specialist must coordinate with charter school personnel to allow input access to the Florida Safe Schools Assessment Tool. Where input access is restricted to District personnel, the School Safety Specialist is responsible for gathering information from charter schools so that Florida Safe Schools Assessment Tool reporting requirements, including those for FortifyFL, threat management teams and active assailant response plans, include data from charter schools.

11. completing surveys provided by the Office of Safe Schools regarding Safe-School officer assignment;

12. investigating and responding to notices from the Office of Safe Schools containing suspected deficiencies at a District school and at or by a charter school.
13. ~~[ ] _____.~~

C. Identification of and Corrections to Instances of Noncompliance with Florida Laws and Rules Relating to Safety

The School Safety Specialist is responsible for identifying and correcting instances of noncompliance with F.A.C. 6A-1.0018 or any other Florida laws or rules relating to safety at any District school. Such actions may include, but are not limited to, the following:

1. resolving deficiencies relating to Safe-School officer coverage by no later than the next school day;

2. notifying the Office of Safe Schools within twenty-four (24) hours at SafeSchools@fldoe.org of any deficiencies relating to Safe-School officer coverage and any instance of noncompliance that is determined to be an imminent threat to the health, safety, or welfare of students or staff. The notification must contain particularized facts beyond noncompliance with rules or Florida Statutes that explain the imminent threat;

3. notifying the Office of Safe Schools within three (3) days at SafeSchools@fldoe.org of any instance of noncompliance not corrected within sixty (60) days;

4. the School Safety Specialist shall identify any instances of noncompliance through their duties identified throughout this policy;

   [x] Additionally, if and when any employee of the District becomes aware of an instance of noncompliance at a school with a requirement of this policy or other State law or rules relating to student safety must notify the School Safety Specialist within twenty-four (24) hours, unless such noncompliance involves an imminent threat to the health, safety, or welfare of students or staff. In such instances, notice must be provided immediately. **[END OF OPTION]**

   If the School Safety Specialist identifies, or is made aware of an instance of noncompliance by an employee, the School Safety Specialist shall investigate the alleged noncompliance and, if it is determined that there was an instance of noncompliance, the School Safety Specialist shall develop a written plan of correction no later than seven (7) days following their investigation. Alleged noncompliance that creates an imminent threat to the health, safety, or welfare of students or staff shall be addressed immediately and in accordance

with subsections (1) through (3) above.

5. ~~[ ] _____. [DRAFTING NOTE - F.A.C. Rule 6A-1.0018 (4)(c) requires the District to establish policies explaining the process the School Safety Specialist will use to identify and correct instances of noncompliance at a school with a requirement of the rule or other State law or rules relating to safety. If the District desires to establish policies in addition to those herein, they should include them in this option.]~~

D. Response to Notice of Suspected Deficiency from the Office of Safe Schools

The School Safety Specialist is responsible for notifying the Superintendent ~~within~~ **[CHOOSE ONE] x]** immediately and no later than the same day of receipt ~~**[ ] _____ [END OF OPTIONS]**~~ of any notice of suspected deficiency the School Safety Specialist receives from the Office of Safe Schools.

Within one (1) school day after receipt of a Florida school safety compliance inspection report from the Office of Safe Schools that contains a noted deficiency, the School Safety Specialist must acknowledge receipt of the report in writing. The school safety specialist must provide the Office of Safe Schools written notice of how the noncompliance has been remediated within three (3) school days after receipt of the report.

When the notice of suspected deficiency concerns a failure to have a Safe-School officer established or assigned at each school facility, as required by F.S. 1006.12, the School Safety Specialist must respond in writing and verify to the Office of Safe Schools that the school(s) identified in the notice have a Safe-School officer on site by the next school day. In all other cases, the School Safety Specialist must respond in writing to the Office of Safe Schools within five (5) school days and verify that the District or school has corrected the suspected deficiency, or within that same time period, submit a written plan describing how the District will bring the identified school(s) into compliance. The plan must include an estimated date of completion and an explanation of alternate security measures designed to maintain a safe learning environment.

Recommendations of the School Safety Specialist

Based on the findings of the school security risk assessment, the School Safety Specialist must provide recommendations to the Superintendent and Board which identify strategies and activities that the Board should implement in order to address the findings and improve school safety and security. The School Safety Specialist's report to the Board shall also include school safety recommendations made by public safety agencies. The Board will review the school security risk assessment findings and the recommendations of the School Safety Specialist at a publicly noticed Board meeting to provide the public an opportunity to hear the Board members discuss and take action. The *School Safety and Security Plan* is, however, confidential and is not subject to review or release as a public record.

The School Safety Specialist shall report the school security risk assessment findings and recommendations and the Board's action(s) to the Office of Safe Schools no later than thirty (30) days after the Board meeting and prior to November 1 of each year. The School Safety Specialist shall also submit a best-practices assessment in the Florida Safe Schools Assessment Tool.

As a part of the *School Safety and Security Plan*, the Board shall verify that it has procedures in place for keeping schools safe and drug-free that include (see also, Form 8330 F15 entitled Checklist of Policies and Guidelines Addressing No Child Left Behind Act of 2001):

A. safety and security best practices;

B. appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students;

C. security procedures at school and while students are on the way to and from school;

D. prevention activities that are designed to maintain safe, disciplined and drug-free environments;

E. a code of conduct or policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:

1. allows a teacher to communicate effectively to all students in the class;

2. allows all students in the class the opportunity to learn;

3. has consequences that are fair, and developmentally appropriate;

4. considers the student and the circumstances of the situation; and

5. is enforced accordingly.

Threat Management Coordinator

The Superintendent will designate a Threat Management Coordinator to oversee threat management at all public K-12 District schools, including charter schools sponsored by or under contract with the District, in accordance with the requirements set forth in Florida law and State Board of Education rules.

Among other duties as may be assigned, the Threat Management Coordinator shall serve as the primary point of contact regarding the District's coordination, communication, and implementation of the threat management program. The Threat Management Coordinator is also responsible for reporting quantitative data to the Office of Safe Schools in accordance with its guidelines.

The Superintendent will report the name and contact information of the Threat Management Coordinator to the Office of Safe Schools by July 1, 2023. Any changes in the name and contact information of the Threat Management Coordinator will be updated with the Office of Safe Schools within one (1) school day of the change.

Mental Health Coordinator

The Board shall identify a mental health coordinator for the District. The mental health coordinator shall serve as the District's primary point of contact regarding the District's coordination, communication, and implementation of student mental health policies, procedures, responsibilities, and reporting. The mental health coordinator is responsible for:

A. Coordinating with the Office of Safe Schools, established pursuant to F.S. 1001.212.

B. Maintaining records and reports regarding student mental health as it relates to school safety and the mental health assistance allocation under F.S. 1011.62(14).

C. Facilitating the implementation of District policies relating to the respective duties and responsibilities of the District, the Superintendent, and District Principals.

D. Coordinating with the School Safety Specialist on the staffing and training of threat management teams and facilitating referrals to mental health services, as appropriate, for students and their families.

E. Coordinating with the School Safety Specialist on the training and resources for students and District staff relating to youth mental health awareness and assistance.

F. Reviewing annually the District's policies and procedures related to student mental health for compliance with Florida law and alignment with current best practices and make recommendations, as needed, for amending such policies and procedures to the Superintendent and the Board.

Safety and Security Best Practices

The Superintendent shall develop administrative procedures for the prevention of violence on school grounds, including the assessment and intervention with individuals whose behavior poses a threat to the safety of the school community.

The Board shall adopt, in coordination with local law enforcement agencies and local governments, a family reunification plan to reunite students and employees with their families in the event that a school is closed or unexpectedly evacuated due to a natural or man-made disaster. The reunification plan must be reviewed annually and updated, as applicable.

Persistently Dangerous Schools

The Board has set forth the rules with regard to expected behavior in Policy 5500 - *Student Conduct* and has established the consequences for violating the policy on student conduct in Policy 5600 - *Student Discipline*. The Board recognizes that not only Federal, but also State law requires that the District report annually incidents which meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a school-sponsored activity, as well as those incidents that would be a Gun-Free Schools Act violation. It is further understood that the Florida Department of Education will then use the data for the offenses identified in the Department’s Unsafe School Choice Option Policy to determine whether or not a school is considered persistently dangerous.

Pursuant to the Board's stated intent to provide a safe school environment, school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceeds the threshold number established in State law, the Superintendent shall

[x] discuss this at the annual meeting for the purpose of reviewing the *School Safety and Security Plan* so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.

[x] convene a meeting of the building administrator, representative(s) of the local law enforcement **[x] agency ~~[ ] agencies~~**, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

The Superintendent shall make a report to the Board about this plan of corrective action and shall recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, the Superintendent shall offer parents and eligible students the opportunity to transfer to another school within the District that serves the same grades. If there is another school within the District serving the same grades, the transfer shall be completed in a timely manner. If there is not another school within the District that serves the same grades, then parents and eligible students will be advised that, although Federal and State law provides for an opportunity to transfer, they will be unable to do so.

In addition, the Superintendent shall

[x] discuss this at the annual meeting for the purpose of reviewing the *School Safety and Security Plan* so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.

[x] convene a meeting of the building administrator, representative(s) of the local law enforcement **[x] agency ~~[ ] agencies~~**, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

[ ] If a school in a neighboring district is identified as persistently dangerous and there is not another school or public school academy in that district, the District will admit students from that school in accordance with Board Policy 5113.

Victims of Violent Crime

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State laws, the parents or the eligible student shall be offered the opportunity to transfer to another school within the District that serves the same grades. If there is another school serving the same grades, the transfer shall be completed in a timely manner. If there is not another school serving the same grades, the parents or eligible student will be advised that, although they have the right to transfer, they will be unable to do so.

Threat Management Teams

The purpose of the threat management team is to establish a process focusing on behaviors that pose a threat to school safety while serving as a preventative measure to identify needs and provide support to students. This process is also known as a care assessment. Threat management teams are responsible for the coordination of resources and assessment and intervention with students whose behavior may pose a threat to the safety of school staff or students.

All threat management teams shall use the operational process prescribed in the Florida Harm Prevention and Threat Management Model as required by F.S. 1001.212 and F.A.C. 6A-1.0019.

Each school-based threat management team must meet as often as needed to fulfill its duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students, but no less than monthly. Threat management teams shall maintain documentation of their meetings, including meeting dates and times, team members in attendance, cases discussed, and actions taken.

A. Location and Membership

1. Threat management teams are located at each school in the District and composed of individuals with expertise in counseling, instruction, school administration, and law enforcement. All members of the threat management team must be involved in the threat assessment and threat management process and final decision-making. At least one (1) member of the threat management team must have a personal familiarity with the individual who is the subject of the threat assessment. If no member of the threat management team has such familiarity, an instructional personnel or administrative personnel who is personally familiar with the individual who is the subject of the threat assessment must consult with the threat management team for the purpose of assessing the threat. The instructional or administrative personnel who provides such consultation shall not participate in the decision-making process.

    a. The counseling team member must be a school-based mental health services provider who is able to access student mental health records.

    b. The law enforcement team member must be a sworn law enforcement officer, as defined by F.S. 943.10, including a School Resource Officer, school-safety officer, or other active law enforcement officer. At a minimum, a law enforcement officer serving on a threat management team must have access to local Records Management System information, the Criminal Justice Information System, and the Florida Crime Information Center and National Crime Information Center databases. Officers serving on school-based threat management teams must also have clearance to review Criminal Justice Information and Criminal History Record Information.

    [DRAFTING NOTE: School guardians and school security guards may not serve as the law enforcement member of a threat management team.]

2. The Board authorizes the Superintendent to create procedures for the purpose of:

    a. identifying team participants by position and role;

    b. designating the individuals (by position) who are responsible for gathering and investigating information; and

    c. identifying the steps and procedures to be followed from initiation to conclusion of the threat assessment inquiry or investigation.

B. Responsibilities and Activities of Threat Management Teams

The responsibilities and activities of threat management teams include but are not limited to, the following:

1. identification of individuals in the school community to whom threatening behavior should be reported and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self;

2. all threat management teams shall use the Florida Harm Prevention and Threat Management Instrument when evaluating the behavior of students who may pose a threat to the school, school staff, or students, and to coordinate intervention and services for such students;

3. consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of an act, that would pose a threat to school safety;

4. consult with law enforcement when a student commits more than one (1) misdemeanor to determine if the act should be reported to law enforcement;

5. if a preliminary determination is made by the threat management team that a student poses a threat of violence or physical harm to himself/herself or others, the threat management team will report its determination to the Superintendent;

    The Superintendent shall immediately attempt to notify the student's parent or legal guardian. However, nothing in this paragraph precludes District personnel from acting immediately to address an imminent threat.

6. if a preliminary determination is made by the threat management team that a student poses a threat of violence to themself or others or exhibits significantly disruptive behavior or need for assistance, authorized members of the threat management team may obtain criminal history record information pursuant to F.S. 985.04(1);

Members of the threat management team may not disclose any criminal history record information obtained pursuant to this paragraph or otherwise use any record of an individual beyond the purpose for which such disclosure was made to the threat management team.

7. create procedures related to engaging behavioral health crisis resources.

All reported threats, even those determined not to be a threat, must be documented by the threat management team. Documentation must include the evaluation process and any resultant action.

Upon availability, the District and each school will use the threat management portal developed by the Office of Safe Schools pursuant to F.S. 1001.212.

C. Sharing of Information

The District and other agencies and individuals that provide services to students experiencing, or at risk of, an emotional disturbance or a mental illness and any service or support provider contracting with such agencies may share with each other records or information that are confidential or exempt from disclosure under F.S. Chapter 119 if the records or information are reasonably necessary to ensure access to appropriate services for the student or to ensure the safety of the student or others.

D. Immediate Mental Health or Substance Abuse Crisis

If an immediate mental health or substance abuse crisis is suspected, school personnel shall follow steps established by the threat management team to engage behavioral health crisis resources. Behavioral health crisis resources, including, but not limited to, mobile crisis teams and school resource officers trained in crisis intervention shall provide emergency intervention and assessment, make recommendations, and refer the student for appropriate services. Onsite school personnel shall report all such situations and actions taken to the threat management team, which shall contact the other agencies involved with the student and any known service providers to share information and coordinate any necessary follow-up actions. Upon the student's transfer to a different school, the threat management team shall verify that any intervention services provided to the student remain in place until the threat management team of the receiving school independently determines the need for intervention services.

E. Threat Assessment Report

The threat management team shall prepare a threat assessment report using the Florida Harm Prevention and Threat Management Instrument. A threat assessment report, all corresponding documentation, and any other information required by the Florida Harm Prevention and Threat Management Instrument in the threat management portal is an education record.

F. Behavior Threat Assessment Instrument Training

All threat management team members must be trained on the Florida Harm Prevention and Threat Management Instrument in accordance with Florida law.

[DRAFTING NOTE: Please Note the following timelines: (1) For the 2021-22 school year, each member of a threat assessment team must complete Office of Safe Schools-approved training on the Comprehensive School Threat Assessment Guidelines (CSTAG) model no later than December 31, 2021. (2) Beginning with the 2022-23 school year, threat management teams at each school must be fully staffed and all team members must complete CSTAG training before the start of the school year. Those appointed to threat management teams after the start of the school year must complete CSTAG training within ninety (90) days of appointment. (3) Beginning with the 2024-25 school year, district and school-level teams must be designated before the start of the school year. Team members who have not previously completed training must complete Florida Model training before the start of the school year. Those appointed to threat management teams after the start of the school year must complete Florida Model training within sixty (60) days of appointment. (4) Beginning with the 2024-25 school year, district and school-level team members who have been fully trained in a previous school year must complete an annual refresher training provided by the Office of Safe Schools within the first sixty (60) days of school. (5) All threat assessments initiated under CSTAG that are not completed by January 1, 2024, or where a student is still being actively monitored by the threat management team on January 1, 2024, must be reassessed under the Florida Model. While new information may be gathered by the school based threat management team Chair, the Chair may rely on the information gathered while using CSTAG to determine what level of concern to classify the student's behavior, and if a student support management plan should be implemented as a result. If a Student Support Management Plan is

implemented, the student must be monitored for the minimum period that aligns with the new Florida Model.]

G. Office of Safe Schools Reporting

The Threat Management Coordinator shall report quantitative data on its activities to the Office of Safe Schools in accordance with guidance from the Office of Safe Schools.

Beginning in the 2022-2023 school year, the total number of threat assessments conducted, disaggregated by the total number of non-threats, the total number of transient threats, the number of substantive threats, and the sex, race, and grade level of all students assessed by the threat assessment team. The initial reporting period for the Florida Harm Prevention and Threat Management Instrument will be from January 1-May 31, 2024, and information will be due by June 15, and annually thereafter for the preceding school year.

H. Threat Assessment Records

Threat management and assessment records shall be maintained in accordance with Policy 8330 - *Student Records* and Florida law.

Referral to Mental Health Services

All school personnel who receive training pursuant to F.S. 1012.584 shall be notified of the mental health services that are available in the District.

School Environmental Safety Incident Reporting

The superintendent is responsible for ensuring the accurate and timely reporting of incidents related to school safety and discipline in accordance with Florida law and rules promulgated by FL DOE. Parents of District students have a right to access school safety and discipline incidents as reported pursuant to F.S. 1006.07 (9) and will be timely notified of threats, unlawful acts, and significant emergencies pursuant to F.S. 1006.07 (4) and (7).

[DRAFTING NOTE: If the superintendent fails to provide accurate and timely reporting of incidents as stated in this section, they shall be subject to the penalties specified in law, which includes, but is not limited to, the forfeiture of future salary.]

Student Crime Watch Program

The Board shall implement a Student Crime Watch Program to promote responsibility among students and improve school safety. Through a Board resolution, the Board will require each school Principal to distribute information (including a reference to Policy 8406) at their respective schools notifying students and the community as to how they can anonymously relay information concerning unsafe and potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to appropriate public safety agencies and school officials.

Promotion of School Safety Awareness

In furtherance of Policy 8406 (*Reports of Suspicious Activity and Potential Threats to Schools*), the Board shall promote the use of the Florida Department of Education's mobile suspicious reporting tool (FortifyFL) and the consequences of knowingly submitting false information on the District's website, in newsletters, on school campuses, and in school publications. FortifyFL shall also be installed on all mobile devices issued to students and bookmarked on all computer devices issued to students.

Records Related to Compliance with F.A.C. 6A-1.0018

The District and all school staff will retain records demonstrating that the requirements of F.A.C. 6A-1.008 are met and provide such records to the Office of Safe Schools upon request.

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Legal F.S. 1001.212
F.S. 1006.07
F.S. 1006.13

F.S. 1006.1493

Florida Safe Schools Assessment Tool

Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates (U.S. Secret Service and U.S. Department of Education)

F.A.C. 6A-1.0018

F.A.C. 6A-1.0019

F.A.C. 6AER23-02

Ref-15897 Florida Harm Prevention and Threat Management Manual, Form OSS-001

Ref-15898 Florida Harm Prevention and Threat Management Instrument, Form OSS-002

Ref-15899 Comprehensive School Threat Assessment Guidelines, Form CSTAG-2022

Ref-15900 Model Behavioral Threat Assessment Policies and Best Practices for K-12 Schools, Form BTAP-2022

Last Modified by Maria Cain on November 5, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS
Code	po8406 fsj 6/3/25; AP 8/26/25; AP 9/16/25
Status	
Adopted	August 28, 2018
Last Revised	January 14, 2025

8406 - **REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS**

It is vitally important that local public safety agencies and school officials be made aware of potential threats to schools as quickly as possible. All employees shall, and students and members of the community are strongly encouraged, to promptly make reports concerning unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to local public safety agencies and/or school officials. The following is a non-exhaustive list of mechanisms to disclose such information by:

A. contacting local law enforcement agencies, including the Hernando County Sheriff's Office-352-754-6830;

B. utilizing the Florida Department of Education's mobile suspicious reporting tool ("Fortify FL");

C. contacting the District's Director of Safe Schools ~~Brandon DeRespiris~~ ~~Angel Pagan~~ as follows:

1. in person at ~~275 Oak St~~801 N Broad St., Brooksville, FL 34601;

2. via telephone at 352-797-7233;

3. via-email at ~~derespiris_bpagan_a3@hcsb.k12.fl.us~~ Safeschools@hcsb.k12.fl.us

D. calling 9-1-1.

In addition, employees must also report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to the Superintendent.

The identity of the reporting party and any other information received by school officials through the Florida Department of Education's mobile suspicious reporting tool is confidential and exempt under Florida's Public Records Act.

The District shall provide instruction on FortifyFL within the first five (5) days of school each year. The instruction must be age and developmentally appropriate and include the consequences of making a threat or false report involving school or school personnel's property, school transportation, or a school-sponsored activity. Instruction concerning consequences shall include disciplinary actions that may occur at school and possible criminal charges.

Annually, through procedures developed by the Superintendent, the District will make available a training for parents and guardians on the use of FortifyFL prior to the start of each school year or at the time of a student's enrollment if during the school year. The training will include an explanation of the potential consequences for anyone making a threat or false report concerning school or school personnel's property, school transportation, or a school-sponsored activity, including disciplinary actions that may occur at school and possible criminal charges. Information provided during the training

concerning criminal charges shall include a summary of F.S. 790.162, 790.163, 836.10 and 837.05, and the penalties for violating those statutes.

Revised 3/8/22
Revised 1/14/25

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Legal	F.S. 119.07
	F.S. 943.082
	F.S. 1006.07
	F.A.C. 6A-1.0018

Last Modified by Caroline Mockler on October 16, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Revised Policy - Vol. 25, No. 2, Jan. 2025 - SAFE-SCHOOL OFFICERS
Code	po8407, Reviewed by Safe Schools - AP 8/6/25 AP 9/16/25
Status	
Adopted	August 28, 2018
Last Revised	January 14, 2025

Revised Policy - Vol. 25, No. 2

8407 - **SAFE-SCHOOL OFFICERS**

For the protection and safety of students, school personnel, visitors, and property, the District shall partner with **[x]** local law enforcement agencies ~~**[ ] security agencies**~~ to establish or assign one or more ~~safe-school officers~~Safe-School Officers at each school facility in the District, including charter schools. A Safe-School officer shall be present, at a minimum, during the school day when the school facility is open for instruction as defined by the approved school calendar (See, Policy 8210 - *School Calendar*).

Definitions

"Safe-School officer" means a school resource officer, a school-safety officer, a school guardian, or a school security guard, as identified in F.S. 1006.12.

"School facility" means a public K-12 school, including a charter school, with a Master School Identification Number (MSID) number as provided under F.A.C. 6A-1.0016, with the following exceptions:

A. Schools with separate MSID numbers that are located at the same physical location and are co-located with each other are a single school facility.

B. Schools that are located at separate physical locations and are not co-located, but share one MSID number are separate school facilities.

C. A school facility does not include:

1. schools without a physical location for instruction of students, such as virtual schools, virtual instruction programs, virtual course offerings, franchises of the Florida Virtual School and virtual charter schools;

2. settings where instruction is provided in a county jail or state prison, in a Department of Juvenile Justice facility or program, in a hospital, or while a student is homebound;

3. schools that provide only prekindergarten or adult education;

4. technical centers under F.S. 1004.91; and

5. private schools, regardless of whether or not their students receive State scholarship funds under F.S. Chapter 1002.

Training

Safe-School officers must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training shall improve officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Limitations

An individual must satisfy background screening, psychological evaluation, and drug test requirements and be approved by the Hernando~~_____~~ County Sheriff before participating in any training required by F.S. 30.15(1)(k) which may be conducted only by a sheriff.

[SELECT ONE OR MORE OF THE OPTIONS BELOW]

[x] School Resource Officers

The School Board will enter into cooperative agreements with law enforcement agencies for the provision of school resource officers. School resource officers must be certified law enforcement officers as defined in F.S. 943.10(1) and employed by a law enforcement agency as defined in F.S. 943.10(4). School resource officers shall:

A. undergo criminal background checks, drug testing, and a psychological evaluation; and

B. abide by Board policies and consult with and coordinate activities through school principals.

With respect to matters relating to employment, school resource officers shall be responsible to their law enforcement agency, subject to agreements between the Board and law enforcement agency. Activities conducted by school resource officers which are part of the regular instructional program of schools shall be under the direction of school principals.

The powers and duties of law enforcement officers shall continue throughout school resource officers' tenure.

[END SCHOOL RESOURCE OFFICERS OPTION]

~~**[ ] Commissioned School Safety Officers**~~

~~The Superintendent shall recommend, and the School Board may appoint, one (1) or more school safety officers. School safety officers must be certified law enforcement officers as defined in F.S. 943.10(1), certified under the provisions of F.S. Chapter 943, and employed by either a law enforcement agency or the Board. School safety officers must undergo criminal background checks, drug testing, and a psychological evaluation.~~

~~School safety officers have and shall exercise the power to make arrests for violations of law on Board property or on property owned or leased by a charter school under a charter contract, as applicable, and to arrest persons, whether on or off such property, who violate any law on such property under the same conditions that deputy sheriffs are authorized to make arrests. School safety officers have authority to carry weapons when performing their official duties.~~

~~The Board may enter into mutual aid agreements with one or more law enforcement agencies as provided in F.S. Chapter 23.~~

~~A school safety officer's salary may be paid jointly by the Board and law enforcement agency.~~

~~**[END OF COMMISSIONED SCHOOL SAFETY OFFICERS OPTION]**~~

[x] School Guardians (The Chris Hixon, Coach Aaron Feis, and Coach Scott Beigel Guardian Program)

The School Board utilizes school guardians pursuant to The Chris Hixon, Coach Aaron Feis, and Coach Scott Beigel Guardian Program. The Superintendent shall be responsible for appointing school guardians. Prior to appointing school guardians, ~~**[OPTION ONE] [ ]** the Superintendent must provide the Board with evidence from the _____ Sheriff demonstrating that potential school guardians have met all the requirements set forth in F.S. 30.15.**[END OPTION ONE] [OPTION TWO]** **x]** the Superintendent must verify through evidence provided by the Hernando County~~_____~~ Sheriff that potential school guardians have met all the requirements set forth in F.S. 30.15. ~~**[END OPTION TWO]**~~

The guardian training program must include twelve (12) hours about responding to and de-escalating incidents on school premises.

The District must report to the Florida Department of Law Enforcement (FDLE) the name, date of birth, and appointment date of each person appointed as a guardian, as well as the date of separation if a guardian leaves the assignment. **[DRAFTING NOTE: An initial report from each District, charter school, and private school of all guardians currently appointed is due on September 1, 2024.]**

School guardians do not have the power of arrest or the authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident. In support of school-sanctioned activities for purposes of F.S. 790.115, the following individuals may serve as a school guardian:

A. a District employee or personnel as defined under F.S. 1002.01 who volunteers to serve as a school guardian in addition to his/her official job duties; or

B. a District employee who is hired for the specific purpose of serving as a school guardian.

~~**[END OF SCHOOL GUARDIANS OPTION]**~~

~~**[ ] School Security Guards**~~

~~Pursuant to F.S. 1006.12, the School Board contracts with one (1) or more security agencies to provide appropriately licensed and trained security guards. All contracts with security agencies, among other things, define the entity or entities responsible for training and the responsibilities for maintaining records relating to training, inspection, and firearm qualification.~~

~~All security guards serving in the capacity of a safe-school officer pursuant to this policy and Florida law are in support of school-sanctioned activities for purposes of F.S. 790.115 and must aid in the prevention or abatement of active assailant incidents on school premises.~~

~~**[END OF SCHOOL SECURITY GUARDS OPTION]**~~

Safe-School Officer Assignment Outside of the Regular School Day

~~**[SELECT ONE OPTION BELOW]**~~

~~**[OPTION 1][ ]**~~

~~In addition to during the regular school day, Safe-School officers shall be assigned as follows:~~

A. ~~Before and After the Regular School Day~~

~~**[x]** No fewer than one Safe-School officer shall be assigned to be present at each school site when Varsity _____.~~

~~**[ ]** _____.~~

B. ~~Summer School~~

~~**[x]** No fewer than one Safe-School officer shall be assigned at each school site during summer school on days when students are in attendance.~~

~~**[ ]** _____.~~

C. ~~Extra-curricular Activities~~

~~**[ ]** No fewer than one Safe-School officer shall be assigned to be present during extra-curricular activities when _____.~~

~~**[ ]** _____.~~

D. ~~School-Sponsored Events~~

~~No fewer than one Safe-School officer shall be assigned to the following school-sponsored events:~~

1. ~~Graduation;~~
2. ~~Grad night or other similar graduation night activities;~~
3. ~~Prom;~~
4. ~~Homecoming dances;~~
5. ~~[ ] _____;~~
6. ~~[ ] _____.~~

~~The Superintendent, in consultation with the School Safety Specialist, is responsible for developing procedures relating to the assignment of Safe-School officers outside of the regular school day, including during, before, and after school, summer school, during extra-curricular activities, and for school-sponsored events.~~

~~In developing the procedures, the Superintendent must consider the requirements of this policy and factors such as the number of persons present, the ratio of staff members to students, and other safety measures available.~~

~~[END OF OPTION 1]~~

~~OR~~

[OPTION 2][x]

The Superintendent, in consultation with the School Safety Specialist, is responsible for developing procedures relating to the assignment of Safe-School officers outside of the regular school day, including during, before, and after school, summer school, during extra-curricular activities, and for school-sponsored events. In developing the procedures, the Superintendent must consider factors such as the number of persons present, the ratio of staff members to students, and other safety measures available.

~~[END OF OPTION 2]~~

Notification of Incidents Involving Safe-School Officer Discipline, Dismissal or Discharge of a Firearm

A. Discharge of a Weapon

"Discharge" means to fire a gun or firearm.

The Superintendent must notice the Office of Safe Schools when a Safe-School officer assigned to any school facility in the District discharges a firearm in the exercise of Safe-School officer duties, other than for training purposes, as provided in F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the incident by submitting Form SSON-2021 to SafeSchools@fldoe.org.

The Superintendent is also responsible for notifying the Hernando~~_____~~ County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer discharges their firearm in the exercise of their duties other than for training purposes.

B. Dismissal or Discipline

"Dismissal" means a Safe-School officer is permanently relieved of their position. Dismissal or termination is involuntary and initiated by the employer, including firings or other discharges for cause. "Discipline" means a Safe-School officer received a behavior-related official reprimand.

The Superintendent must notify the Office of Safe Schools when a Safe-School officer assigned to a school facility in the District has been disciplined for misconduct or has been dismissed from their duties as a Safe-School officer by their employer, including in cases where the officer is reassigned or moved to another school location, whether by a school district, charter school, law enforcement agency, or private security company, as provided F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the dismissal or disciplinary action by submitting Form SSON-2021 to SafeSchools@fldoe.org.

C. The Superintendent must notify the Office of Safe Schools when there is an allegation of misconduct that results in a Safe-School officer being placed on administrative leave or reassigned pending completion of an investigation using the procedure set forth in F.A.C. 6A-1.0018 (18)(b)1. Within fifteen (15) days of completion of the investigation,

updated information regarding the result of the investigation must be provided to the Office of Safe Schools.

The Superintendent is also responsible for notifying the Hernando County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer is dismissed for misconduct or disciplined.

D. The Superintendent shall adopt and implement procedures to verify that charter schools, law enforcement agencies, and private security firms employing or contracting with Safe-School officers timely report discipline and dismissal of Safe-School officers and any discharge of an officer's weapon outside of training activities, so that the District can meet the reporting requirements under Florida law.

Crisis Intervention Training

Each Safe-School Officer who is also a sworn law enforcement officer must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training must improve the officer's knowledge and skills as a first responder to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Each Safe-School Officer who is not a sworn law enforcement officer must receive training to improve the officer's knowledge and skills necessary to respond to and de-escalate incidents on school premises.

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Legal F.S. 30.15
F.S. 1006.12
F.A.C. 6A-1.0018

Last Modified by Maria Cain on November 5, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of PREPAREDNESS FOR TOXIC HAZARD AND ASBESTOS HAZARD
Code	po8431 SC 7/28/2025 fsj 6/3/25 WH 7/25/25
Status	
Adopted	June 13, 2017

8431 - **PREPAREDNESS FOR TOXIC HAZARD AND ASBESTOS HAZARD**

The School Board is concerned for the safety of the students and staff members and will ~~attempt to~~ comply with all Federal and State statutes and regulations to protect them from hazards that may result from industrial accidents beyond the control of school officials or from the presence of asbestos materials used in previous construction.

TOXIC HAZARDS

These hazards exist in chemicals and other substances used in the school setting such as in laboratories, science classrooms, kitchens, and in the cleaning of rooms and equipment.

The Superintendent shall appoint the Manager of Fire, Safety, and Security and/or their designee to serve as Toxic Hazard Preparedness (THP) Coordinator. The THP Coordinator will:

A. identify potential sources of toxic hazard in cooperation with material suppliers who shall supply the THP Coordinator with Safety Data Sheets (SDSs);

B. ensure that all incoming materials, including portable containers, are properly labeled with the identity of the chemical, the hazard warning, and the name and address of the manufacturer or responsible party;

C. maintain a current file of SDSs for every hazardous material present on District property;

D. design and implement a written communication program which:

1. lists hazardous materials present on District property,

2. details the methods used to inform staff and students of the hazards, and

3. describes the methods used to inform contractors and their employees of any hazardous substances to which they may be exposed and of any corrective measures to be employed;

E. conduct a training program for all District employees to include such topics as detection of hazards, explanation of the health hazards to which they could be exposed in their work environment, and the District's plan for communication, labeling, etc.

In fulfilling these responsibilities, the THP Coordinator may enlist the aid of county and municipal authorities and, if possible, the owners or operators of identified potential sources of toxic hazards.

ASBESTOS

Pursuant to the Asbestos Hazard Emergency Response Act (AHERA); 15 U.S.C. 2650; 40 C.F.R. 763.93, the Superintendent shall maintain an Asbestos Management Plan for each school, and maintain and update the Plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities.

The Superintendent shall publish a notification on Management Plan availability and the status of asbestos activities; educate and train School District employees about asbestos and how to deal with it; notify short-term or temporary workers on the locations of the asbestos containing building materials; post warning labels in routine maintenance areas where asbestos was previously identified or assumed; follow set plans and procedures designed to minimize the disturbance of asbestos containing building materials; and survey the condition of these materials every six (6) months to assure that they remain in good condition.

The Superintendent designates the Facilities Operations Manager as the District's designated Asbestos Program Coordinator. All inquiries regarding the asbestos plan and asbestos-related issues should be directed to the AHERA designated person at 797-7050.

~~The Superintendent shall also ensure that, when conducting asbestos abatement projects, each contractor employed by the District is licensed pursuant to the Florida Department of Health Regulations.~~

The Superintendent shall also ensure that, when conducting asbestos abatement projects, each asbestos contractor and asbestos consultant employed by the District is licensed pursuant to the Florida Department of Health Regulations and regulated by the Florida Department of Business and Professional Regulation.

Nothing in this policy should be construed in any way as an assumption of liability by the Board for any death, injury, or illness that is the consequence of an accident or equipment failure or negligent or deliberate act beyond the control of the Board or its officers and employees.

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Legal	F.S. 1013.12
	40 C.F.R. 763.92
	Asbestos Hazard Emergency Response Act of 1986 (AHERA)
	15 U.S.C. 2601
	20 U.S.C. 4022
	20 U.S.C. 4014
	20 U.S.C. 4011 et seq.
	Asbestos School Hazard Abatement Act of 1984
	Asbestos School Hazard Abatement Reauthorization Act of 1990, 20 U.S.C. 4011

Last Modified by Stephen Crognale on July 28, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of FOOD SERVICE PROGRAM
Code	po8500 9/17/25 fsj 9/25/25 HBL 10/1/25 HBL 10/27/25
Status	
Adopted	June 13, 2017
Last Revised	December 12, 2023
Last Reviewed	September 22, 2025

8500 - **FOOD SERVICE PROGRAM**

The School Board shall provide cafeteria facilities in all school facilities where space and facilities permit and will provide food service for the purchase and consumption of meals for all students.

It is the intent of the Board to participate in the National School Lunch and School Breakfast Program and to offer paid, free, or reduced-price meals and/or Community Eligibility Provision in accordance with the Child Nutrition Program, the National School Lunch Act, and Florida law. The operation of the food service program shall also be in compliance with the regulations set forth in State law and the Florida Administrative Code.

~~The Board does not discriminate on the basis of race, color, national origin, sex (including transgender status, sexual orientation, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "protected classes") in its educational programs or activities. Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. See Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity.~~

~~Each elementary, middle, and high school shall make a breakfast meal available if a student arrives at school on the bus less than fifteen (15) minutes before the first bell rings and shall allow the student at least fifteen (15) minutes to eat the breakfast.~~

The operation and supervision of the food service program shall be the responsibility of the Director of Food and Nutrition Services. The District will adhere to the professional standards for school nutrition personnel who manage and operate the food service program, including the requirements related to hiring and training that are set forth in United States Department of Agriculture ("USDA") regulations~~ and AP 8500A~~..

Breakfast meals shall be available to all students in each elementary, middle, and high school. The Board will do so by participating in the National School Breakfast Program and offering paid, free, and reduced-price breakfast meals in accordance with the USDA Guidelines or participate in Community Eligibility Provision for any school or group of schools approved by the Board.

The food service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages, including but not limited to the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards as well as to the fiscal management of the program.

The District shall provide a Federal food service program for students during summer intervention programs that are mandated under Federal law.

The District shall follow appropriate Federal, State, and local nutrition standards governing the types of food and beverages that may be sold on the premises of its schools.

The food service program shall comply with Federal and State regulations pertaining to the selection, preparation, delivery, consumption, and disposal of food and beverages, including but not limited to the current USDA school meal pattern requirements and the USDA's Smart Snacks in School nutrition standards, as well as to the fiscal management of the program. Further, the food-service program shall comply with Federal and State regulations pertaining to the fiscal management of the program as well as all the requirements pertaining to food service hiring and food service manager/operator licensure and certification. In addition, as required by law, a food safety program based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service staff and other authorized persons.

~~The Superintendent shall recommend and the Board shall approve the cost of meals for elementary, middle, and high schools annually~~.

School Breakfast

~~**[DRAFTING NOTE: F.S. 595.405(2) requires each school board to implement school breakfast programs that make breakfast meals available to students in schools that serve any combination of grades kindergarten through 5. F.S. 595.405(5) provides that "[e]ach district school board is encouraged to provide universal, free school breakfast meals to all students in each elementary, middle, and high school." (emphasis added). The statute does not require that breakfast be served in all middle and high schools, with the exception of F.S. 595.405(5) which requires that "[a] universal school breakfast program shall be implemented in each school in which 80 percent or more of the students are eligible for free or reduced-price meals, unless the district school board, after considering public testimony at two or more regularly scheduled board meetings, decides not to implement such a program in such schools."]**~~

x] Option 1

School breakfast meals shall be made available to students at all schools in the District. Each elementary, middle, and high school shall make a breakfast meal available if a student arrives at school on the bus less than fifteen (15) minutes before the first bell rings and shall allow the student at least fifteen (15) minutes to eat the breakfast.

~~**[ ] Option 2**~~

~~School breakfast meals shall be made available to students at all schools that serve any combination of grades kindergarten through 5.~~

~~Additionally, the Board shall provide breakfast meals in all schools in which eighty percent (80%) or more of the students are eligible for free or reduced-price meals.~~

~~Breakfast meals shall be available if a student arrives at school on the bus less than fifteen (15) minutes before the first bell rings and shall allow the student at least fifteen (15) minutes to eat the breakfast.~~

~~**[NOTE: F.S. 595.405(4) requires the Board to conduct two (2) public hearings before adopting or rejecting a policy which makes universal-free school breakfast meals available to all students in each elementary, middle, and high school in which eighty percent (80%) or more of the students are eligible for free or reduced-price meals. Following the public hearings, the Board may choose whether or not to include either Option 1 or the second paragraph of Option 2 in this section of the policy.]**~~

~~**[ ] Option 1**~~

~~Breakfast meals shall be available to all students in each elementary, middle, and high school. The Board will do so by participating in the National School Breakfast Program and offering paid, free, and reduced-price breakfast meals in accordance with the USDA Guidelines.~~

~~The food service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages, including but not limited to the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards as well as to the fiscal management of the program.~~

~~**[ ] Option 2**~~

~~Breakfast meals shall be available to all students in each elementary, middle, and high school. The Board will do so by participating in the National School Breakfast Program and offering paid, free, and reduced-priced breakfast meals in accordance with USDA Guidelines.~~

~~**[ ]** Further, the Board shall offer breakfast meals free of charge to all students in each elementary, middle, and high school in which eighty percent (80%) or more of the students are eligible for free or reduced-price meals.~~

[END OF OPTIONS]

Summer Food Service

The ~~Board~~ School Food Authority under the direction of the Superintendent shall provide a Federal food service program for students during summer intervention programs that are mandated under Federal law. If the Board determines that it is unable to provide a Federal food service program during the summer, for financial reasons, the Board will communicate that decision to its residents in a manner it determines to be appropriate.

Nutrition Standards

The ~~Board~~ School Food Authority under the direction of the Superintendent ~~s~~shall approve and implement nutrition standards governing the types of food and beverages that may be sold on the premises of its schools and shall specify the time and place each type of food or beverage may be sold.

In adopting such standards, the ~~Board~~ School Food Authority shall:

A. consider the nutritional value of each food or beverage;

B. consult with a dietitian licensed under F.S. 468.509, a dietetic technician registered by the commission on dietetic registration, or a school nutrition specialist certified or credentialed by the school nutrition association;

C. consult and incorporate to the maximum extent possible the dietary guidelines for Americans jointly developed by the ~~United States Department of Agriculture (~~USDA~~)~~ and the United States Department of Health and Human Services; and

D. consult and incorporate the USDA Smart Snacks in School nutrition guidelines.

The District's food service program shall serve only food items and beverages determined by the Food Service Department to be in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines.

The Superintendent will require that the food service program serve foods in the schools of the District that are wholesome and nutritious and reinforce the concepts taught in the classroom.

~~The Superintendent is responsible for implementing the food service program in accordance with the adopted nutrition standards and shall provide a report to the Board at one of its regular meetings, annually, regarding the District's compliance with the standards.~~ **~~( )~~** ~~The Superintendent shall assure that the District's vendors and/or Food Service Management Contractor is provided a copy of this policy and any implementing guidelines and that any pertinent agreements are consistent with this policy and any implementing guidelines.~~ **~~[END OF OPTION]~~** NEED TO SELECT OR DELETE THIS OPTION

No food or beverage may be sold on any school premises except in accordance with the standards approved by the Board.

~~The Superintendent shall recommend and the Board shall approve the cost of meals for elementary, middle, and high schools annually.~~

Competitive Food Sales

The Food and Nutrition Services department will comply with the provisions set forth in Federal law, incorporated in F.A.C. 5P-2.001, regarding the sale of competitive food and foods of minimal nutritional value.

~~[Choose one (1) of the following two (2) options]~~

~~] Option 1~~

~~Only the Food and Nutrition Services department shall sell food and beverages to students in elementary schools during regular school hours.~~

~~In secondary schools, the Food and Nutrition Services department shall be the sole provider of food and beverage items sold until~~

~~[ ]~~ ~~thirty (30) minutes~~

~~[ ]~~ ~~one (1) hour~~

~~_____30 minutes after the last lunch ends or an hour after the school day ends_____~~

~~following the last lunch period, at which time other school organizations may begin to sell foods and beverage items in accordance with the Board's wellness policy (Policy 8510) and procedures (AP 8510) with principal approval. Accordingly, all food items and beverages for sale to students for consumption on campus from vending machines, from school stores, or as fund-raisers by student clubs and organizations, parent groups, or boosters clubs shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools regulations and applicable State law and Florida Administrative Code rule, and shall only be available between thirty (30) minutes following the last school lunch period and thirty (30) minutes after the close of the regular school day.~~

[x Option 2

The Food and Nutrition Services department shall be the sole provider of food and beverage items sold in all schools until

~~**[ ]** thirty (30) minutes~~

~~**[ ]** one (1) hour~~

x **]** _____30-minutes after the last lunch ends or 1-hour after the schools day ends_____

following the last lunch period, at which time other school organizations may begin to sell foods and beverage items in accordance with the Board's wellness policy (Policy 8510) and procedures (AP 8510) and with principal approval. Accordingly, all foods and beverages for sale to students on campus from vending machines, from school stores, or as fund-raisers by student clubs and organizations, parent groups, or boosters clubs shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools regulations, applicable State law, and Florida Administrative Code rule, and shall only be available between thirty (30) minutes following the last school lunch period and thirty (30) minutes after the close of the regular school day.

~~**[END OF OPTIONS]**~~

~~Food and beverages sold during the school day outside the cafeteria may be operated on a "profit share" program with prior approval of the Director of the Food and Nutrition Services department and the principal.~~

Meal Charges

Meals sold by the school may be purchased by students in accordance with administrative procedures established by the Superintendent.

A periodic review of the food-service accounts shall be made by the __Florida Department of Agriculture ~~Aghriculture~~_____. Any surplus funds from the National School Lunch Program or the Healthy, Hunger-Free Kids Act of 2010 (P.L. 111-296) shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods may accrue to the food-service program.

Cafeteria purchases ~~**( ) shall (**~~x **)** may **[END OF OPTION]** be prepaid into individual food service accounts before meal service begins **(** x**)** or paid as they receive meals ~~**[END OF OPTION]**~~. Prepayments into individual food service accounts may be made through the parent portal on Linq EMS._____. FILL IN BLANK

[DRAFTING NOTE: Describe the process for prepaying into accounts, such as payments may be made anytime, weekly, monthly, for a set amount, online, etc.]

The only deductions made from prepaid accounts will be for the purchase of meals or other allowable food purchases in the cafeteria.

~~The Board recognizes that circumstances may result in a student needing to charge for meals if his/her account has an insufficient balance to cover the charge. However, no account will be allowed to exceed a significant negative balance except as established below.~~

~~The Superintendent shall develop procedures regarding meal charges, which shall be implemented by the _____. This procedure will provide direction so that students Districtwide who are eligible for reduced price or who pay the established price for meals, but do not have funds in their account or in hand to cover the cost of their meal at the time of service are treated consistently, that parents of students who charge meals are notified when a student charges a meal, and that efforts are made to collect the charges made so that the unpaid charges are not classified as "bad debt" at the end of the school year.~~

~~A student whose account has a significant negative balance may not charge or purchase "a la carte" items, including extra main course entrees.~~

~~**[CHOOSE ONE OPTION]**~~

~~**[ ] OPTION 1**~~

~~If a student has a significant negative lunch account balance, s/he shall be provided a regular reimbursable meal that follows the USDA meal pattern, the cost of which shall continue to accrue to his/her significant negative balance. The student's parent(s) shall be contacted to collect the outstanding charges.~~

~~**[END OF OPTION 1]**~~

~~**[ ] OPTION 2**~~

~~If a student has a significant negative lunch account balance, s/he shall be provided an alternate meal **( )** at a reduced price recommended by the Superintendent and approved by the Board **[End of Option]**, the cost of which shall continue to accrue to his/her significant negative balance, and his/her parent(s) shall be contacted to collect the outstanding charges. The alternate meal will be a low-cost alternative to the regular reimbursable meal and shall meet USDA nutritional standards or the Smart Snacks in Schools regulations so that it qualifies for reimbursement under the National School Lunch/Breakfast Program.~~

~~**[END OF OPTION 2]**~~

~~If the negative balance is not brought to a positive balance within _____ days of these efforts, the School District will take action to collect the unpaid debt by means of **( )** collection agencies **( )** small claims court **( )** other legal methods deemed necessary by the School District.~~

If a student withdraws or graduates and has a positive balance of less than $_1.00___, the balance may be receipted into the **(x)** school lunch fund ~~**( )** extra-curricular activity fund~~ **[END OF OPTION]** where the school lunch program funds are maintained unless the parent requests a refund. If a student withdraws or graduates with a positive balance greater than $_1.00___ ~~**DRAFTING NOTE: use the same amount as above]**~~, the **(x)** parents ~~**( )** student **[END OF OPTION]**~~ shall be notified by mail and given the option of receiving a refund within ___15____ days. If no response is received within ___30___ days **[DRAFTING NOTE: Use the same number of days as stated in the notice.]**, the account will be closed and the funds will no longer be available. Unclaimed balances will be transferred to **(x)** the school lunch fund ~~**( )** the extra-curricular activity fund **[END OF OPTION]**~~ where the school lunch program funds are maintained.

[x If a student repeatedly comes to school with no lunch and no money for lunch, the Food Service Manager should notify the principal as this may be a sign of abuse or neglect and proper authorities may be contacted. ~~**[END OF OPTION]**~~

~~**Dietary Modifications**~~

~~A request for substitutions to the standard meal requirements due to food allergies shall be accommodated when requested by an adult or the parent of a student with a disability. The parent of a student with a disability making such a request of the Food Service Director, shall be informed that medical certification that the student has a disability that restricts his/her~~

~~diet, in accordance with the criteria set forth in 7 C.F.R Part 15b must be submitted from a health care provider who has prescriptive authority in the State of Florida or the dietary modification may be discontinued until such statement is received.~~

~~The medical certification must identify:~~

Food Safety Compliance~~ood Safety Compliance~~

~~As required by law, a food safety program that is based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service program staff and other authorized persons.~~

In accordance with Federal law, the Director of Food and Nutrition Services shall take such actions as are necessary to obtain a minimum of two (2) food safety inspections per school year, which are conducted by the State or local governmental agency responsible for food safety inspections. The report of the most recent inspection will be posted in a publicly visible location, and a copy of the report will be available upon request.

~~A periodic review of the food service accounts shall be made by the Florida Department of Agriculture and Consumer Services, Division of Food, Nutrition and Wellness. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a la carte foods may accrue to the food service program.~~

~~**Bad Debt**~~

Bad Debt

Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable. District efforts to collect bad debt shall be in accordance with Policy 6152 - *Student Fees, Fines, and Charges*.

Bad debt is uncollectable/delinquent debt that has been determined to be uncollectable no sooner than the end of the school year in which the debt was incurred **(** x**)** and after the Superintendent determines that sufficient reasonable effort and approaches to collecting the debt have been made. ~~**[END OF OPTION]** If~~ the uncollectable/delinquent debt cannot be recovered by the School Meals Program in the year when the debt was incurred, then this is classified as bad debt. Once classified as bad debt, non-Federal funding sources must reimburse the NSFSA for the total amount of the bad debt. The funds may come from the District general fund, State or local funding, school or community organizations such as the PTA, or any other non-federal source. Once the uncollectable/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 C.F.R. 210.9(b)(17) and 7 C.F.R. 210.15(b).

~~Meal charges that are not collected in the year when the debt was incurred shall be classified as bad debt. Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program. Once classified as bad debt, non-Federal funding sources shall reimburse the school lunch program account for the total amount of the bad debt. If funds to reimburse the District for this bad debt are not available from another source, such as school or community organizations (like the PTA) or any other non-Federal source, the funds to reimburse the school lunch program shall be transferred from the District's general fund or other State or local funding to make that reimbursement.~~

~~Once the uncollectable/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 C.F.R. 210.9(b)(17) and 7 C.F.R. 210.15(b).~~

~~Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable.~~

Negative Account Balances

[DRAFTING NOTE: USDA regulations provide local control with respect to permitting negative lunch account balances, including prohibiting it altogether. As a practical matter, a hard-line rule prohibiting any negative

account balances is not recommended. Rather, permitting some limited negative balances to occur, while placing some restrictions on those situations, is likely the most appropriate. Nonetheless, this first option recognizes that each School District does have the choice to prohibit a negative balance without any exceptions].

Parents will be initially notified by _____call, email_____x_____ ~~**[DRAFTING NOTE: Enter method of first notification (e.g., phone call, email, letter, etc.).]**~~ of a negative balance in their student's account _____ **[DRAFTING NOTE: Enter a time period, (e.g., upon every occurrence, every week, etc.)]**. Negative balances are expected to be corrected upon the notification by District personnel. The _Food and Nutrition Services Department Senior Associate_____**[DRAFTING NOTE: Enter staff assigned responsibility for initial notification.]** will be responsible for making this initial notification to parents.

x] OPTION #1

No student will be permitted to purchase any meals for which the student does not have sufficient balance in their food service account or sufficient cash on hand to purchase the food items.

Students receiving paid or reduced-price lunch who do not have sufficient account balance or cash on hand to purchase a meal~~.~~ **(x)** will be provided an alternative meal ~~**[END OF OPTION]**~~ that meets the USDA guidelines applicable to alternative meal options. The Superintendent shall, in coordination with the District's food service, assure that any alternative meals that are provided meet the requisite USDA guidelines for alternative meals. The cost of the alternative meal will be added to the delinquent account.

~~**[ ] OPTION #2**~~

~~Students will be permitted to purchase meals from the District's food service using either cash on hand or a food service account. A student may be allowed to incur a negative food service account balance subject to the following conditions.~~

~~Students may be permitted to accumulate negative food service account balance **( )** not to exceed $_____ **( )** not to exceed an amount equal to one school week of regular meal price **[END OF OPTIONS]**. **( )** Students up to grade 8 will be allowed to incur a negative balance not to exceed $_____. **[END OF OPTIONAL SENTENCE] [DRAFTING NOTE: The Board may establish a different permissible negative balance for elementary grades to account for the students' lower level of responsibility for managing these accounts at the younger grade levels.]** A student **( )** shall be **( )** shall not be **[END OF OPTION]** permitted to purchase a la carte items without sufficient account balance or cash on hand. **( )** Likewise, any student that has a negative account balance may not purchase a la carte items with cash unless the student is also able to bring their account current. **[END OF OPTION]**~~

x **]** A student who has exceeded the permissible negative balance amount in their account and does not have cash on hand sufficient to purchase a meal will be treated respectfully. The District will provide meals to students with unpaid meal balances without stigmatizing them, will provide parents of students who charge meals with notification when a student charges a meal, and will make efforts to collect the charges incurred by the students so that the unpaid charges are not classified as bad debt at the end of the school year.

~~**[ ] [Option A]**~~

~~If a student has reached the permissible level of negative lunch account balance, they shall be provided a regular reimbursable meal that follows the USDA meal pattern, the cost of which shall continue to accrue to a negative lunch account balance.~~

~~**[End of Option A]**~~

~~**[ ] [Option B]**~~

~~If a student has a significant negative lunch account balance, they shall be provided an alternate meal **( )** at a reduced price recommended by the Superintendent and approved by the Board **[END OF OPTION]**, the cost of which shall continue to accrue to a negative lunch account balance, and the student's parent(s) shall be contacted to collect the outstanding charges. The alternate meal will be a low cost alternative to the regular reimbursable meal and shall meet USDA nutritional standards or the Smart Snacks in Schools Regulations so that it qualifies for reimbursement under the National School Lunch/Breakfast Program.~~

~~**[End of Option B]**~~

(x **)** Negative lunch account balances will carry-over from year-to-year until paid in full or until a student enters ninth (9th) grade. Upon entering 9th grade, any negative lunch account balances will be converted to school fees. Parents/Guardians will be responsible for paying all fees in accordance with Policy 6152 - *Student Fees, Fines, and Charges*. ~~Fee waivers are applied in accordance with Policy 6152.01 - *Waivers of School Fees for Instructional Materials*.~~ **[END OF OPTION]**

Students who have qualified for free lunches are still responsible for paying off any debt that was incurred prior to qualifying for free lunches.

Modifications Based on Compliant Medical Documentation

[DRAFTING NOTE: The section below contains three (3) categories of circumstances in which a student may receive a modified meal. The first category "Compliant Medical Documentation" is mandatory; whereas the second two (2) categories, i.e., "Noncompliant Medical Requests" and "Requests Not Based on a Medical Statement", are optional. The Board may choose either or neither of the two (2) optional categories.]

An adult student or student's parent requesting special dietary accommodations for a student with a disability that restricts the diet must provide the Medical Statement for Special Dietary Needs signed by a State authorized medical authority, which is a medical professional authorized in the State of Florida to write prescriptions. The request must contain the following information:

A. an explanation of how the student's physical or mental impairment restricts the diet;

B. the food(s)/type(s) of foods to be avoided;

C. the food(s)/type(s) of foods to be substituted;

D. additional pertinent information, if any, that will assist in accommodating the student's needs.

If a Medical Statement for Special Dietary Needs is incomplete, unclear, or lacks sufficient detail, the special dietary accommodation coordinator or food service director shall request that the student or parent/guardian request that the medical authority supplement the response so that a safe meal can be provided.

A special dietary accommodation for a student who has a disability that restricts the student's diet must be supported by a Medical Statement for Special Dietary Needs, which should be submitted to **(**x **)** the Food Service Director who shall serve as the Special Dietary Accommodation Coordinator ~~**( )** the Special Dietary Accommodation Coordinator **[END OF OPTIONS]**.~~ **Holly Longo, Director of Food and Nutrition Services 8050 Mobley Road Brooksville, FL 34601 352-797-7028**~~**insert name, address, phone, email address**~~. **[DRAFTING NOTE - at least one person must be identified as responsible for coordinating compliance with disability-based dietary modifications per 7 C.F.R. Part 15b.6.]**

A student with a disability may have an IEP or 504 plan that requires specific instruction, services, or accommodation related to the student's nutritional needs. If a student's IEP or 504 plan contains the same information that is required on a

Medical Statement for Special Dietary Needs, then it is not necessary to obtain and submit a separate Medical Statement for Special Dietary Needs.

The individual making an initial request for such substitutions must inform the Food Service Director or Special Dietary Accommodation Coordinator that the student has a disability that restricts the student's diet. The School District will honor the request upon receipt of the required documentation from a State authorized medical authority. If the Special Dietary Accommodation Coordinator is unable to grant a requested accommodation following receipt of the medical authority's statement, the student or parent shall be provided with an explanation of the basis for the decision. Compliant requests shall be implemented without unnecessary delay. ~~immediately implemented.~~

Disability Accommodation Grievance Procedure

The following procedure is intended to provide prompt and equitable resolution to any concern or disagreement regarding the food service program's administration of meal modifications made or requested on the basis of a student's disability. None of the procedures described in this policy section shall prevent a student or parent from pursuing a complaint with any State or Federal agency, including the USDA, using the procedures described at the end of this policy or otherwise available under Florida or Federal law.

A. If an initial request for accommodation in the form of substituted meals is denied, the student or parent may request review of that decision by the ~~**( )** Principal **( )** District's Compliance Coordinator **( )** Superintendent~~ **(** x**)** ___Director of Food and Nutrition_____ ~~**[END OF OPTIONS] [DRAFTING NOTE: The grievance procedure can be designed as appropriate for each District.]**~~ and shall provide any communications between the student or parent and food service officials concerning the accommodation request, any documentation provided by a medical authority, and any additional information the student or parent believes is pertinent to the decision. A review of the materials provided and of the initial decision shall be completed and a response provided to the student or parent as soon as practicable following receipt of the request for review. If the initial decision is reversed, including due to additional information provided on review, the dietary accommodations shall be implemented without delay. If the initial decision is affirmed **(**x **)** the decision is final ~~**.( )** the decision may appealed to the Superintendent whose decision is final **( )** _____~~ ~~**[END OF OPTIONS]**~~.

B. Any other complaint or disagreement with the food service administration concerning implementation of special dietary accommodations based on a student's disability shall be presented to the Special Dietary Accommodation Coordinator. The student or parent shall specify the nature of the concern and any requested remedy in writing. The Coordinator shall promptly review the grievance and either contact the student or parent for any required clarification of the request or to seek to reach an agreement regarding how to best address the concern. If no agreement is reached, the Coordinator shall make a determination and notify the student or parent in writing as soon as practicable. If the grievance is affirmed in any respect, the Coordinator shall propose a plan for implementing appropriate remedial measures. If the student or parent is dissatisfied with the Coordinator's determination, the student or parent may submit a written request to the Building Principal or Superintendent for review. The Superintendent's determination shall be final.

~~**[END OF OPTION]**~~

~~**[Optional Provision – Based on preferences with no medical documentation] [DRAFTING NOTE: If the Board chooses to include this category of modification, it must also choose among the options below.]**~~

x] Modification Based on Student/Parental Preference

When a request for a special dietary accommodation is not supported by an authorized Medical Statement for Special Dietary Needs or included in a student's IEP or 504 plan, the School District cannot provide modified meals that are not in compliance with USDA Child Nutrition Program requirements. However, the Board authorizes the following:

A. x **]** Fluid Milk Substitution ~~**[If Selected Choose One]**~~

1. **[** x The School District shall have no legal obligation to accommodate a student's or a parent's preference for a fluid milk substitute if there is no Medical Statement for Special Dietary Needs on file requiring such a

substitute. However, the District will assist the student in choosing a reimbursable meal through offer versus serve (OVS). **[DRAFTING NOTE: This gives students the ability to decline some of the food options offered as part of the reimbursable meals. For example: Five (5) components need to be offered and students need to take three (3) options. They can decline milk for example, and it is still a reimbursable meal. The intent is to give students a choice and avoid food waste. Schools have the ability whether or not they use OVS.]**

2. ~~**[ ]** The School District shall offer a Federally approved milk substitute with a written and signed request from a parent that identifies the reason for the special dietary accommodation.~~

B. **[** x Religious Reason ~~**[If Selected Choose One**~~

1. x **]** The School District shall have no legal obligation to accommodate a student's or parent's request for accommodations based on religious requests. However, the District will assist the student in choosing a reimbursable meal through offer versus serve (OVS).

2. ~~**[ ]** The School District will provide substitutions based on religious requests to any student, for any religious reason with a written and signed request by a parent that identifies the reason for the accommodation. A substitution for a religious request must meet USDA Child Nutrition Program meal pattern requirements.~~

C. **[** x General Dietary Preference ~~**[If Selected Choose One]**~~

1. **[** x The School District shall have no legal obligation to accommodate a student's or parent's general health, nutrition, or food preferences. However, the District will assist the student in choosing a reimbursable meal through offer versus serve (OVS).

2. ~~**[ ]** The School District will provide substitutions based on lifestyle preferences to any student with a written and signed request by a parent that identifies the reason for the accommodation. A substitution for a personal request must meet USDA Child Nutrition Program meal pattern requirements.~~

~~**[END OF OPTIONS]**~~

Review

Upon receipt of a request for a special dietary accommodation, the Food Service Director or Special Dietary Accommodation Coordinator shall review the request to ensure it is supported as required by Federal law and Board policy and if not, shall request additional or clarifying information from the student or parent making the request.

Implementation

When the need for a special dietary accommodation is supported by a Medical Statement for Special Dietary Needs signed by a State authorized medical authority, the District will offer a reasonable modification that effectively accommodates the student's disability. Following USDA Child Nutrition Program regulations, the District may consider factors such as cost and efficiency and is not required to prepare a specific meal, provide a specific brand of food, or provide a meal beyond the meals provided to other students.

For students who have an IEP or 504 plan that requires specific food related accommodations, the District shall provide the accommodation as required by law, seeking clarifying medical information, as necessary.

A special dietary request will be approved and implemented upon submission of a completed authorized Medical Statement.

Student Absence

If a student receiving a special dietary accommodation is absent or does not wish to participate in school lunch on a day an accommodation is planned, the student or parent shall contact the Special Dietary Accommodation Coordinator by 9:00 a.m. ~~**[or enter a time]**~~ the same day.

Renewing A Special Dietary Request

An authorized Medical Statement does not need to be updated annually. However, the Special Dietary Accommodation Coordinator may annually seek clarification or updates on special dietary requests.

Discontinuation of a Special Dietary Request

A special dietary request or part of a request may be discontinued by a parent by submitting the request in writing to the Special Dietary Accommodation Coordinator or shall be discontinued consistent with the medical authorities recommendation provided with the Medical Statement for Special Dietary Needs.

[x Lunch Service for Non-Students

In addition to students, lunches sold by the school may be purchased by staff members and community residents in accordance with administrative ~~guidelines~~procedures established by the Superintendent. Lunches may be made available~~, free of charge, to senior citizens who are serving as volunteers to the District.~~ for a set fee.

Emergency First Aid

In each school cafeteria, there shall be a poster that is easily visible and prominently placed that contains step-by-step instructions on how to provide emergency first aid for choking on conscious individuals. During all times while the food service program is operating and students are being served food, at least one (1) employee shall be present in the area in which the food is being consumed who has received instruction in methods to prevent choking and demonstrated an ability to perform the Heimlich maneuver.

Operation of the Food Service Program

With regard to the operation of the school food service program, the Superintendent shall require:

A. the maintenance of sanitary, neat premises free from fire and health hazards;

B. the preparation of food that complies with Federal food safety regulations;

C. the planning and execution of menus in compliance with USDA requirements;

D. the purchase of food and supplies in accordance with State and Federal law, USDA regulations, and District policies;

E. complying with food holds and recalls in accordance with USDA regulations;

F. the administration, accounting, and disposition of food-service funds pursuant to Federal and State law and USDA regulations;

G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;

H. the regular maintenance and replacement of equipment.

~~The District shall serve food in accordance with the nutritional standards adopted by the District in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages in competition with the District's food service program must comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550.~~The District shall serve only nutritious food in accordance with the nutritional standards adopted by the Board in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition

guidelines. Foods and beverages in competition with the District's food-service program must comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550.

Vending Machines

The Board recognizes that vending machines can produce revenues which are useful to augment programs and services to students and staff. It will, therefore, authorize their use in District facilities providing that the following conditions are satisfied.

A. ~~**[ ]** The installation, servicing, stocking, and maintenance of each machine is contracted for with a reputable supplier of vending machines and their products.~~

B. ~~**[ ]** The installation, servicing, stocking, and maintenance of each machine is contracted for with a reputable supplier of vending machines and their products.~~

C. **[ ]~~}~~x** No products are vended which would conflict with or contradict information or procedures contained in the District's educational programs on health and nutrition.

D. **[x]** No food or beverages are to be sold or distributed which will compete with the District's food-service program.

E. **[x]** Food items and beverages ~~**( )** available for sale to students **[END OF OPTION]**~~ in vending machines for consumption on campus shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools regulations and applicable State law.

In accordance with the nutritional standards adopted by the Board, the placement of vending machines in any classroom where students are provided instruction unless the classroom is also used to serve meals to students is prohibited.

Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender status, sexual orientation, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "protected classes") or reprisal or retaliation for prior civil rights activity. The District's nondiscrimination statement below is complementary to the District's nondiscrimination policies, including Policy 2260.01 - Section 504/ADA Prohibition Against Discrimination Based on Disability~~Nondiscrimination and Access to Equal Opportunity and Policy 1422/~~Policy 3122/Policy 4122 - Nondiscrimination and Equal Employment Opportunity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf or https://dpi.wi.gov/sites/default/files/imce/school-nutrition/pdf/sfa-civil-rights-complaints-procedure-template.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

A. Mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW

Washington, D.C. 20250-9410; or

B. Fax:
(833) 256-1665 or (202) 690-7442; or

C. E-mail:
program.intake@usda.gov.

This institution is an equal opportunity provider.

Policy Distribution

This policy shall be distributed in writing to all households at the start of each school year and to households transferring to the school or School District during the school year. The policy will also be provided to all District staff with responsibility for enforcing the policies.

Revised 2/27/18
Revised 2/5/19
Revised 8/27/19
Revised 12/12/23

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Legal

F.S. 595.405

F.S. 1001.41

F.S. 1001.42

F.S. 1001.51

F.S. 1003.02

F.S. 1013.12

F.A.C. 5P-1.002

F.A.C. 5P-1.003

F.A.C. 5P-1.004

F.A.C. 5P-1.005

42 U.S.C. 1758

Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

7 C.F.R. Part 15b

7 C.F.R. Part 210

7 C.F.R. Part 215

7 C.F.R. Part 220

7 C.F.R. Part 225

7 C.F.R. Part 226

7 C.F.R. Part 227

7 C.F.R. Part 235

7 C.F.R. Part 240

7 C.F.R. Part 245

7 C.F.R. Part 3015

80 F.R. 11077

OMB Circular No. A-87 USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

Last Modified by Maria Cain on November 5, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of VENDING MACHINES
Code	po8540 RESCIND 6/3/25 fsj 9/22/25 hbl
Status	
Adopted	June 13, 2017

~~8540 **VENDING MACHINES**~~

~~The School Board recognizes that vending machines can produce revenues which are useful to augment programs and services to students and staff. It will, therefore, authorize beverage machines to be placed by the District's exclusive beverage vendor in District facilities. Additionally, vending machines are authorized to be placed by food services upon agreement with the school administrator providing the following conditions are satisfied.~~

A. ~~The revenue from the food service vending machines are managed by the Food Services Fiscal Officer in accordance with relevant Board policies and administrative procedures. Upon mutual agreement, Food Services will share revenue from vending machines placed throughout the school (not to include revenue from any vending machine in the cafeteria).~~

B. ~~No products are vended which would conflict with or contradict information or procedures contained in the District's educational programs on health and nutrition.~~

C. ~~Food items and beverages available for sale to students in vending machines for consumption on campus shall comply with the current USDA *Dietary Guidelines for Americans* and the USDA *Smart Snacks in Schools* regulations and applicable State law.~~

D. ~~Schools must comply with F.A.C. 5P-1.003 if vending machines are not operated by Food Services and/or revenue does not accrue to the Food Service fund.~~

~~The Superintendent and the Fiscal Officer shall develop and implement administrative procedures which will require that these conditions are adhered to on a continuing basis.~~

~~In accordance with the nutritional standards adopted by the Board, the placement of vending machines in any classroom where students are provided instruction, unless the classroom is also used to serve meals to students, is prohibited.~~

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Legal	F.S. 1001.41(2)
	F.S. 1001.42(16)
	F.S. 1001.43
	F.A.C. 5P-1.003
	7 C.F.R. 210.11
	42 U.S.C. 1779

Last Modified by Holly B Longo on September 22, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of COMPETITIVE FOOD SALES
Code	po8550 RESCIND 6/3/25 9/25/25 hbl
Status	
Adopted	June 13, 2017
Last Reviewed	September 22, 2025

~~8550 - **COMPETITIVE FOOD SALES**~~

~~The Food and Nutrition Services department will comply with the provisions set forth in Federal law regarding sale of competitive food and foods of minimal nutritional value.~~

~~The Food and Nutrition Services department shall be the sole provider of food and beverage items sold in all schools until thirty (30) minutes following the last lunch period, at which time other school organizations may begin to sell foods and beverage items in accordance with the School Board's wellness policy (Policy 8510) and guidelines (AP 8510) and with principal approval. Accordingly, all foods and beverages for sale to students on campus from school stores or as fund-raisers by student clubs and organizations, parent groups, or boosters clubs shall comply with the current USDA *Dietary Guidelines for Americans* and the USDA *Smart Snacks in Schools* regulations, applicable State law, and Florida Administrative Code rule, and shall only be available between thirty (30) minutes following the last school lunch period and thirty (30) minutes after the close of the regular school day.~~

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Legal	7 C.F.R. 210.11
	F.S. 1001.41(2)
	F.S. 1001.42(16)
	F.S. 1001.43
	F.A.C. 5P-1.003
	42 U.S.C. 1779

Last Modified by Holly B Longo on September 22, 2025

Book	Policy Manual
Section	Vol. 25 N2 REVISED
Title	Copy of PERSONALIZED EDUCATION PROGRAMS (PEP) STUDENTS
Code	po9271 - DW 9/25/2025
Status	
Adopted	August 26, 2025

9271 - **PERSONALIZED EDUCATION PROGRAM (PEP) STUDENTS**

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

Definitions

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

PEP Student Participation in Certain District Activities

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

A. interscholastic extra-curricular student activities;

B. dual enrollment programs;

C. District virtual instruction programs;

D. career and technical courses and programs when the student enrolls in a public school solely for career and technical courses and programs; and

E. industry certifications, national assessments, and Statewide, standardized assessments offered by the District.

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

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

Exceptional Student Education (ESE)

Parents of a student not enrolled in the District who suspect that their child may have a disability or may be gifted should (1) contact the District's ESE office and request that their child be tested and evaluated; or (2) contact the Florida Department of Education's (FLDOE's) Diagnostic and Resources System (FDLRS) and request that their child be evaluated in accordance with State law. If requested to do so by a parent of a student suspected of having a disability or of being gifted, the District shall perform testing and evaluation services for the student.

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

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

Contracting for Course Participation

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

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

A. Fee Structure

1. Determination of Fees: The fee for each course will be based on the cost for FTE student participation. This includes, but is not limited to, the cost of instructional materials, special resources, or technology required for the course. For students in PEP or Family Empowerment Scholarship for Unique Abilities (FES-UA) programs, course fees may not be reimbursed by the state; these costs must be covered by the parents or eligible student through an ESA. Any additional fees, such as specific course materials or supplies, shall also be paid by the parents prior to a student's enrollment and participation in the course.

2. PEP and FES-UA: Students enrolled in PEP programs may not generate FTE for State funding purposes as specified under F.S. 1002.395. Therefore, the District will bill parents directly for course fees or eligible student directly for course fees ~~or, alternatively, work with Step Up for Students or other nonprofit scholarship funding organization to ensure payment is made via the student's ESA.~~or, alternatively, work with Step Up for Students or other nonprofit scholarship-funding organizations to ensure payment is made via the student's ESA.

B. Payment Requirements

1. Advance Payment:

   Parents or eligible students are required to pay all applicable fees prior to the student's enrollment in any course for which fees are charged~~, unless the student's enrollment is facilitated through Step Up for Students or other eligible scholarship funding organization pursuant to F.S. 1002.395.~~, unless the student's enrollment is facilitated through Step Up for Students or other eligible nonprofit scholarship-funding organization pursuant to F.S. 1002.395.

2. Fee Payment Options:

   a. Online Payment Portal: Parents must use RevTrak secure online payment system to make course fee payments. ~~.~~

3.

4. ~~b. ESAs: PEP and FES UA students can use their ESA to cover course costs, and the District may bill directly of via scholarship organizations (i.e., Step Up for Students).~~ESAs: PEP and FES-UA students can use their ESAs to cover course costs, and the District may bill directly or via scholarship organizations (i.e., Step Up for Students).

C. Communication of Fees

1. Course fees will be communicated to parents or eligible students at the time of registration. The information will be transparent and easily accessible through the school's website, registration materials, and direct communications.

2. Parents and eligible students will receive an itemized receipt upon payment of fees.

3. The Board shall annually establish the per-course fee for high-school and middle-school classes based on the cost that would be associated with an FTE student's participation in each course, in compliance with Florida

law.

D. Communication of Fees

1. Course fees will be communicated to parents or eligible students at the time of registration. The information will be transparent and easily accessible through the school's website, registration materials, and direct communications.

2. Parents and eligible students will receive an itemized receipt upon payment of fees~~, and the process for payment via ESA or other scholarship accounts will be clearly communicated for PEP and FES-UA students.~~, and the process for payment via ESA or other scholarship accounts will be clearly communicated for PEP and FES-UA students.

3.

4. The Board shall annually establish the per-course fee for high-school and middle-school classes based on the cost that would be associated with an FTE student's participation in each course, in compliance with Florida law.

E. Non-Payment Consequences

1. Students, including those in PEP or part-time enrollment, may not be fully enrolled in any course requiring a fee until payment has been made.

2. If payment is not received by the designated deadline, the student's registration for the course may be canceled.

F. Refunds

Any refund will be processed in accordance with the applicable contract for course enrollment. Refunds may only be granted within the first five (5) days of the start of the course.

Compliance with Florida Law

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

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Legal

F.S. 1002.01

F.S. 1002.20

F.S. 1002.395

F.S. 1002.41

F.S. 1002.44

F.S. 1006.28

Last Modified by Maria Cain on October 22, 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 Workshop

Agenda Item # 4. 26-3348 12/9/2025

Title and Board Action Requested
Review and Tentative Approval of the Volunteer Handbook

Executive Summary
The Director of Safe Schools, on behalf of the Superintendent of Schools, hereby requests the Board review the changes to the volunteer handbook.

My Contact
Angel Pagan
Director of Safe Schools
pagan_a3@hcsb.k12.fl.us

2023-28 Strategic Focus Area
Priority 4: Community Connection

Financial Impact
See attached budget sheet.

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



VOLUNTEER HANDBOOK

Guidelines, Resources &
Information for Volunteers

Volunteers in Education
Hernando County School District

Hernando County School District
Volunteers in Education
Office of Safe Schools
June 2021

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Who is a School Volunteer?

A school volunteer is a person willing to take time to share wisdom and experience with those on the threshold of the future. A school volunteer helps to expand and enrich the students' learning experiences by working under the direction of teachers and school staff.

According to Florida Statute 1012.01 (5) – "A school volunteer is any nonpaid person who may be appointed by a district school board or its designee. School volunteers may include, but may not be limited to, parents, senior citizens, students, and others who assist the teacher or other members of the school staff."

Occasionally it can be difficult to decide if an individual falls into the classification of a school volunteer. A school volunteer usually meets all of the following criteria:

1. The individual will provide a service to the school.
2. The individual will NOT be compensated monetarily by the school district.
3. The individual will be providing volunteer service for more than one day at any one site (except for chaperones).

The individual may have access to students while performing the service.

Roles and Responsibilities

At the District – The District's Office of Safe Schools has responsibility to ensure registered volunteers are screened for eligibility. All volunteer applicants will be entered into the district's visitor/ volunteer management system. Staff from the Office of Safe Schools will indicate through the visitor management system whether a volunteer applicant is approved. A volunteer should have their hard badge in order to begin volunteering. Applicants are emailed their approval by the visitor/volunteer management system.

•Responsibilities for district-wide volunteer coordination include but may not be limited to:

- Arranging and providing orientation and training workshops,
- Speaking to community groups to recruit community volunteers,
- Placing community volunteers,
- Supporting school-based coordinators in developing and maintaining school volunteer programs,
- Coordinating county-level recognition events,
- Entering status confirmation for volunteer status into volunteer management software, and
- Surveying schools annually on volunteer needs and effectiveness of the volunteer program

At the School - Each school's volunteer program is individualized to meet the needs of the students and teachers at the school. In cooperation with the principal, the school's volunteer coordinator directs the school's volunteer program. Many schools have both a staff contact and a volunteer who work jointly to coordinate the program.

Responsibilities of the school-based Volunteer Coordinator include but may not be limited to:

- Surveying needs of teachers,
- Recruiting and ensuring volunteers are registered - especially parents,
- Arranging for orientation and training,
- Placing volunteers by matching their skills/interests to job assignments,
- Serving as a resource for volunteers,
- Keeping accurate records of volunteer applications and service hours, and
- Coordinating school recognition events for volunteers.

Volunteers in Schools: Benefits for Everyone



The volunteer gains:

- Personal satisfaction from helping children learn,
- Opportunities to learn new skills, polish old ones,
- Knowledge and understanding of Hernando County Schools, and
- Work experience that may lead to a future career.

The student gains:

- Additional individual attention,
- An accepting atmosphere for reinforced learning,
- A chance to succeed, thus building better self-esteem, and
- A warm and caring adult who is a ~~friend~~ and role model.

The school gains:

- Positive interaction with the community,
- Improved student achievement and behavior,
- Additional services without extra costs, and
- Increased community understanding and support.

The Hernando County community gains:

- Better-educated students, and
- Greater confidence in the educational system.

Getting Started

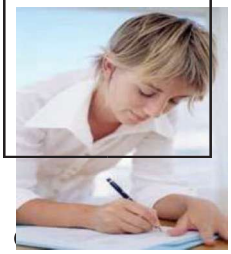
If you are not yet a volunteer in our schools, please go to our district website at www.hernandoschools.org and fill out an application to volunteer. ~~You may also contact a school directly and ask to speak with the school's Volunteer Coordinator. After you have been cleared to volunteer, the School Volunteer Coordinator will provide you with each individual schools policy and procedure at the school. Sometimes schools can vary depending the need of volunteers.~~ Applications are processed by a third-party vendor, and take a minimum of 3-5 business days to process. We do not have the ability to expedite applications.



School Procedures

Each school has specific information for the volunteer to learn. Volunteers need to know ~~emergency drill~~ procedures, restroom locations, school dress code, rules about smoking, parking areas, absence procedures, ~~the location of the VIE sign-in computer and name tags,~~ the opening and closing times of the school, the eating facilities, rules about the use of cell phones, safety procedures such as Crisis Go and general regulations in the school.

Volunteer Applications



All volunteer applicants, including field trip chaperones, must complete the on-line web-based *Application to Volunteer* and wait for clearance **PRIOR** to volunteering or chaperoning. The application needs to be completed accurately and in its entirety. A criminal background check is performed to maximize the safety of our students and to meet Florida legal requirements. When HCSD employees plan to volunteer, e.g. as a chaperone at an event or on a field trip, they should also complete a volunteer application. *HCSD employees remain under the expectations and authority of the Staff Handbook while chaperoning events.*

In meeting the criteria of Florida Statute 943.04351, ALL volunteers must be cleared through Hernando County School District Office of Safe Schools prior to being placed or beginning service in a volunteer capacity. Each individual whose criminal background screening would make them **ineligible for employment** with the Hernando County School District **will be ineligible** to volunteer in **any** District or Charter school in **any** capacity. ~~Any volunteer whose background screening contains arrest history but would be eligible for employment with the district will be subject to further screening by the District Safety Team and require the approval of the school's principal AND the District Safety Team prior to approval as a volunteer.~~ An email will notify volunteers when their application status has been approved.

Annual Renewal Requirements

Applications MUST be completed annually or renewed in the alloted time frame. ~~The fee will be $19.95 for~~ A fee will be collected by Safe Hiring Solutions for Level I volunteers which will cover the national background check~~. real-time arrest monitoring and notification as well as identification badge provision~~. An additional fee will be collected to cover real-time arrest monitoring and notification, as well as the identification badge once the application is approved. ~~The annual application renewal fee for Level II Volunteers will be $56.75 for Year One with an applications renewal fee of $15 $20 which covers maintaining their fingerprints in the Florida Department of Law Enforcement database and the volunteer identification badge.~~

Employee volunteers and student volunteers will not have a fee requirement to volunteer. Volunteer applications ~~will be purged annually on the last day of the school year.~~ expires June 30th of each year.The on-line web application will be available for each school year from July 1 - ~~April 15~~ May 15 on the Hernando County School District website (hernandoschools.org). ~~However, applications submitted after April 15 of any school year will not be processed~~

~~until after July 1 for the following school year.~~ The website will not be open from May 15-June 30. Individuals ~~must~~ will remit the fee to cover their renewal ~~**at least 1 month prior** to their volunteer anniversary~~ during the open renewal period to keep their volunteer status active. Volunteers who let their application lapse will be required to initiate a new volunteer application.

Health Regulations

Please do not come to school if you are ill. This includes a fever, cold, sore throat, or cough. You may think you are leaving the teacher shorthanded, and you may want to volunteer even though you are not well, but doing so is not good for you, the children, or the teacher. Please ~~call the school and leave a message for~~ inform the teacher when you have an unforeseen absence. Children learn by example, and we ask that you, as a role model, use good health habits when you are at school.

Attendance

Punctuality and reliability are expected since students are counting on you. Please inform teachers in advance of planned absences and call the school for unforeseen absences. Students will be disappointed you cannot come, but will be reassured that you cared enough to call.

Appearance and Manner

Volunteers should be well groomed and dress professionally. Hats, short skirts and shorts, exposed midriffs, low cut blouses, and inappropriate graphics/language on t-shirts are not allowable for students, let alone volunteers. If you are not sure how you should dress, please ask the teacher, ~~your supervisor,~~ or your volunteer coordinator. Volunteers should set a good example for students by maintaining professional conduct at all times

Volunteer Behavior on Field Trips

When volunteers are chaperoning a class and/or field trip there is to be no inappropriate language, drinking nor smoking/vaping. Volunteers are to stay with their assigned groups. The purpose of volunteers being present is to ensure the safety and well-being of the students. It is the goal of all involved that our students to enjoy field trips and feel safe. Students on the trip as well as volunteer chaperones may not get to do all the things that they want to do if the entire group doesn't agree or time is short. Volunteers must follow all the directions given by the school and/or teacher. Failure to follow directions may result in disqualification from volunteering for a limited time up to permanent disqualification as a volunteer at any site. No exceptions will be made for not following the rules of the school or the volunteer handbook.

Confidentiality

Volunteers must maintain strict confidentiality concerning information they learn about students or faculty. Information about students should be kept between the volunteer and the teacher. A misplaced comment can be devastating to a student, the family and/or the volunteer program. If questions or concerns arise, the volunteer can talk with the volunteer coordinator, teacher, guidance counselor or the principal.

Sign In/Out and Wear a
~~Nametag~~Badge

When volunteering always:

1. Report to the school's front office.
2. ~~Sign in and out in the volunteer computer~~.
3. Wear volunteer nametag. Safeguarding our students and maintaining campus security is of utmost importance.

Information to Remember

- Volunteers who have been approved and follow the ~~school's sign-in~~ procedures (sign in) are covered by School District liability policies while volunteering.
- Some outside companies may consider verified volunteer service as work experience for employment.
- Individual volunteers ~~will~~ may be recognized for their dedication and service to Hernando County schools. The record of volunteer attendance is one basis for consideration of these awards.
- State awards are granted to schools who log a designated number of volunteer hours per enrolled student.

Orientation

Hernando County School District designates volunteers as Level I or Level II. Level I volunteers must remain under the supervision of an employee of the district at all times while working with or in the presence of students. For example, a Level I volunteer in the media center may not work with students on a project in the media center if the media specialist or another employee is not present. The volunteer could work in the media center alone if no students are present.

A Level II volunteer ~~has been cleared to work with students without being directly supervised by an employee of the school district. For example, a Level II volunteer could run the concession stand at an athletic event with students present while no paid employee of the district is in the immediate vicinity. Conversely, a Level I volunteer would not be allowed to directly supervise those students. A Level I volunteer would require a paid Hernando County School District employee to be present.~~

~~Every volunteer (Level I and Level II volunteer) requires orientation to school procedures, e.g., sign-in/out procedures, school layout, expectations for behavior, school safety procedures for fire drill, active assailant drill, etc. This session will be conducted by the school-based volunteer coordinator. Volunteers should sign the volunteer checklist indicating they have received the school-level orientation annually.~~ is an individual who has completed fingerprinting for an in-depth background check and is interested in one-on-one student contact such as tutoring, mentoring, field trip chaperone or coaching.

~~Level II Volunteer Mentors and Tutors are required to attend an informational orientation session. If a Level II volunteer is unable to attend this session when scheduled, contact the district volunteer coordinator and every effort will be made to provide another training opportunity.~~ Volunteers at either level are not allowed to instruct, discipline, or replace a member of the school staff at any time. Volunteers at both levels should be under supervision of a District employee while interacting with students, unless it is a rare occasion such as a field trip.

Every volunteer (Level I and Level II) should meet with the school's volunteer coordinator to discuss school procedures, e.g., sign-in/out procedures, school layout, expectations for behavior, school safety procedures, etc. This session will be completed by the school volunteer coordinator. Volunteers should sign a log indicating they have received the school-level orientation annually. The checklist will be kept by the school.

Reporting Volunteer Hours

Please be sure to report to the school your completed volunteer hours. Volunteers who check into and out of school on the visitor/volunteer management system will have their volunteer hour captured automatically. Volunteers who fail to check out will be awarded no more than 1 hour for the day in which volunteer services were provided. Report all hours that you provide as a service to the school, including work done at home for the school. When making a decision as to what constitutes volunteer service, the hours must be completed while providing nonpaid service to the school, not while attending a PTA meeting or school event (ex: Open House, school play, athletic event, etc.).

State and District Rules

FL Statute 39.201

Florida Statute 39.201 (1)(a) states: "Any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the department in the manner prescribed in subsection (2).

How do you make a report? Call the Florida Abuse Hotline (1-800-96ABUSE or 1-800-962-2873) of the Department of Children and Families. A volunteer should also report to their school administator that they have made such a report. Additional information can be obtained at the Department of Children and Families website: www.dcf.state.fl.us/abuse.

Florida Statute 943.04351

This statute mandates the "search of registration information regarding sexual predators and sexual offenders prior to appointment or employment." See www.leg.state.fl.us/Statutes/index.cfm.

Florida Statute 768.1355

The Florida Volunteer Protection Act and can be viewed at www.leg.state.fl.us/Statutes/index.cfm.

Administrative Rules 6A-1.070

The Florida Board of Education's administrative rules regarding volunteers can be viewed at www.flrules.org.

Policy Number po9200 Policy & Procedure Manual

The School Board of Hernando County designates the *Volunteers in Education within the Office of Safe Schools* to be the official coordinating body for all school volunteers.



Making the Right Match

Whether preparing materials for a lab experiment, to cleaning lunch tables, or mentoring/tutoring a student one-on-one, there is a volunteer job to suit every person's background and interest.

~~Following is an overview of possible volunteer opportunities available within Hernando County Schools. All of these positions are not available on every school campus. Schools reserve the right to recruit volunteers only for job positions in need at their school. To help with the placement process, please consider the following:~~

- Would you like to work directly with students?
- Would you like to be a tutor or a classroom assistant, an office worker, motivator/mentor, or to work with exceptional students?
- Do you have special talents and/or skills that would benefit music, art, drama, physical education, or an extracurricular program?
- Would you prefer elementary, middle, or high school?
- How much time can you commit to volunteering?
- What days or hours do you prefer?
- Can you make a weekly commitment or are you only available occasionally?
- What experience do you have that would prepare you for your volunteer job? What is your motivation for volunteering?



Sample Volunteer Duties



~~Art Volunteer~~

- ~~Works with small groups on special projects.~~
- ~~Helps teacher with preparations and clean-up.~~
- ~~Assists in designing and building stage sets for school performances.~~
- ~~Creates and/or makes costumes.~~

Chaplain (Level 2)

- Provide support services to students at parent request
- Must follow procedures to apply & qualify under school chaplain program

Classroom Volunteer

(Reading, ~~Basic~~ Math, English, Science, Social Studies, Electives)

- Uses flash cards to help students learn words, multiplication tables, and word sounds~~.~~
- Assists younger children with learning the alphabet, colors, numbers and in identifying letters, shapes, rhyming words, etc.
- Supervises learning centers, games, and other areas where an extra pair of hands are needed~~.~~
- Assists students with special projects~~.~~
- Assists students in academic work without evaluating~~.~~
- ~~Chaperones on field trips.~~
- Prepares bulletin boards or hands-on teaching materials~~.~~

Clerical Volunteer

- Assists the support staff in the operation of our schools by working as a receptionist, typist, or file clerk.

Coaching Volunteer (Level 2 Required)

- Attend and participate in practices, games/meets and tournaments.
- Implements program policies as set forth by the head coach and principal.
- Express a positive attitude at all times.
- Teaches competitiveness, sportsmanship and additional traits of positive character.
- ~~Issues uniforms to team members~~. Must complete the 5 free FHSAA mandated NFHS courses -see Athletic Director for details
- ~~**Assist in supervision of all activities.**~~ **Volunteer coach may facilitate drills/ skills and/or supervise a game or practice provided a supplemental coach working for the District or Athletic Director is present**

Field Trip Chaperone

- Assists teachers during field trips. (Level 1)
- Takes responsibility of a group of students assigned by the teacher.
- Specific chaperone guidelines are provided by the school.
- **An overnight chaperone is required to be a Level 2 volunteer**

~~Guidance Volunteer~~

- ~~Works with small groups on special projects.~~
- ~~Files and organizes paperwork, assists with bulletin boards and special project decorations, generates certificates.~~
- ~~Tutors or mentors students.~~
- ~~Might become a career or special topic classroom presenter.~~

~~Clinic Volunteer~~

- ~~Helps conduct health screenings.~~
- ~~Maintains health room logs and supplies.~~

Horticultural/Agricultural Volunteer:



- Assists agricultural or horticultural teachers.
- Helps special interest clubs with beautification projects.
- Works with FFA or gardening clubs.

Junior Achievement Volunteer

- Presents high quality, experienced-based economic, business and life skills presentations.
- Provides 5 lessons at elementary level; 5-8 lessons at middle/high level. Attends training provided by Junior Achievement of Central Florida, Inc.

Media Center Volunteer

- Responds to teachers' and students' requests for services.
- Works at the circulation desk; shelves books.
- Operates audio/visual equipment. Assists with book fairs.

Music/Band Volunteer



- Accompanies choral groups as a pianist.
- Works with small groups on special projects.
- Files and organizes music and uniforms.
- Travels with students to performances.
- Organizes fundraisers.

Physical Education Volunteer

- Helps the PE teacher with team games.
- Helps with field day events.

School Advisory Council Volunteer

- Serves on the school's advisory council through an election process.
- Develops strategies for improving areas of need.
- Participates in the development of the School Improvement Plan.

STEAM Volunteer (elementary)

- Helps students enhance their critical thinking skills using problems compiled by the Hernando
- County Schools' math department. Monitors a weekly math assignment.

Tutor Volunteer (Level 2 Required)



- Works with small groups to reinforce basic skills.
- Works at any grade level and in any subject area.
- Offers remedial help or reinforcement activities.
- May provide additional challenges to gifted students.

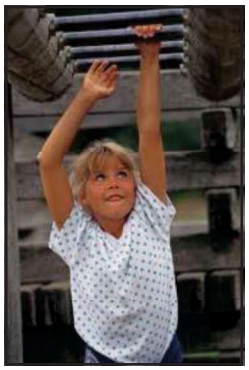
Youth Motivator/Mentor Volunteer (Level 2 Required)

- Works with an at-risk student needing extra support.
- Serves as a role model and advisor, helping the student understand how education will help him or her reach personal goals.
- Encourages school attendance; discourages tardiness.
- Attends a mentor training which provides an overview of the program and mentoring responsibilities/conduct.

Important Volunteer Guidelines

When Working with Students, ~~Volunteers~~

- **VOLUNTEERS MUST MAINTAIN STRICT CONFIDENTIALITY** concerning information they see and hear about students and staff, *including students' grades, records, and abilities.*
- **Volunteers DO NOT discipline students.** Provide "instruction" to students regarding behavior. Report discipline problems to the teacher.
- **Level I & II Volunteers must always be supervised when working with students.** They may not supervise a classroom or give permission for a student to leave a classroom. These are the teacher's responsibilities.
- Level II volunteers are allowed to participate in activities which may include one-on-one contact with students. These activities may include mentoring, tutoring, volunteer coaching, chaperoning overnight field trips or chaperoning a group of students in a public setting.
- Volunteers do not diagnose student weaknesses and strengths, prescribe activities for students, or evaluate student progress.
- Volunteers' discussions with teachers should not interrupt class time. Please turn cell phones off.
- Volunteers are not to bring preschool children into the classroom during instruction time. This presents a liability issue and is disruptive to the classroom.
- Volunteers should set a good example for students by their manner, appearance and behavior. They should be well groomed, appropriately dressed, and maintain professional conduct/language.
- Volunteers should be in good physical and mental health.
- Volunteers may not give any medication to students.
- Volunteers' comments should not be written on student papers.
- Volunteers should not laugh at or belittle student answers, or efforts.
- Volunteers should contact ONLY school staff members with any concerns regarding students.
- Volunteers are assigned only to staff members who request their services.
- Comparing and criticizing teachers and students is not acceptable volunteer behavior.
- Volunteers may not hold informal parent/teacher conferences or leisure conversations with staff members or other volunteers during volunteer time.
- Volunteers may not conduct personal business at school.
- Volunteers may not take photographs, videos or recordings of students, unless permitted by a school administrator for a school project. Never post any student photographs or student information on social networks.
- Volunteers should practice safety in the classroom and follow all the safety procedures for the school.
- Volunteers should never touch students in any way that is aggressive, disciplinary, or sexual in nature.
- Volunteers who are hurt or involved in an accident while serving in a volunteer capacity should report the incident to the school office and complete an accident report immediately.
- All volunteers must sign in/out and wear an identifying ~~nametag~~ badgewhile on a school campus.
- **When in doubt check in with the school ~~principal~~administration/teacher/~~guidance~~ school counselor, etc.**



Safety Guidelines

- Be aware of school playground regulations. Supervise climbing activities carefully.
- Certain materials need to be watched closely: scissors, saws and woodworking tools, sand (it can damage eyes), glass items, pointed objects (such as a math compass or knife), cooking utensils and pans.
- Do not allow a child to: use a paper cutter or adult scissors; handle hot dishes, pans, or ovens; move a pan containing hot grease or boiling water; remove pans from a stove.

Remember:

- Know and follow all of the school's safety rules.
- If an accident occurs, immediately notify a staff member.
- Never move a child involved in an accident. A member of the school staff will initiate proper procedures.
- If you are hurt or involved in an accident while serving in your volunteer capacity, you should report the incident to the school office and complete an accident report immediately.

Important Points to Remember

- A student's name is very important. Make sure you say and spell it correctly.
- Make sure your student knows and can pronounce your name. You might give the student a card with your name written on it.
- LISTEN! Show that you are interested in each student as a person. Listen carefully to what the student has to say.
- Students make mistakes. Assure them that this is part of learning.
- Build the student's self-confidence. Praise students honestly and frequently.
- Encourage students to feel, smell, taste, and listen as well as look at objects. Let students discover.
- Ask questions that may lead students to the answer instead of telling them the answer.
- Let students try new methods, even if you know an easier way.
- Give the students as much time as they need to understand new ideas. Be patient!
- Be reliable. Students will be disappointed when you are absent. Show you care by calling when you can't go to school when expected.
- Allow your own child the room to grow. Volunteer in a location other than your child's classroom.



Helping Students Learn

Students Learn By:

Doing - not by passive observing. Asking questions and searching for answers to their questions.
Discovering - using all their senses, whenever possible.
Experimenting - sorting and repeating experiences. Building confidence in themselves.

Communicating with Students:

The following suggestions are provided to help you communicate with students to get positive results.

- Be sure the students understand what you're saying. We sometimes use words they do not comprehend.
- Keep your voice as low as possible. The students will get louder as your voice increases in volume.
- Instruct students as though you expect them to comply. Give sufficient warnings and time. Example: *"Jason, in five minutes you'll need to stop painting and put your apron away."*
- If students gain your attention and praise only when they behave, they will soon learn that you expect proper conduct.
- Positive statements greatly influence students' attitudes about themselves and contribute to their success-building experiences.

Some expressions to boost a student's self-image:

"I like the way you're working."
"That's right! Good for you."
"That's quite an improvement."
"Good thinking."
"I'm very proud of the way you worked today."
"It looks like you put a lot of thinking into this."
"That's respectful behavior. Thank you!"



Volunteers' Bill of Rights

A dedicated school volunteer has the right to:

- *The right to be treated as a co-worker,* not just as free help or as a once-in-a-while convenience.
- *The right to a suitable assignment,* with consideration for personal preference, temperament, life experience, education, and employment background.
- *The right to know as much about the organization as possible:* its policies, its people, and its programs.
- *The right to training for the job,* thoughtfully planned and effectively presented.
- *The right to sound guidance and direction* through pre-service orientation and in-service training.
- *The right to continued exposure to information* about new developments.
- *The right to a convenient place to work,* conducive to work, and worthy of the job to be done.
- *The right to a variety of experiences,* the periodic transfer from one activity to another, and the opportunity to perform special assignments.
- *The right to be heard,* to have a part in planning, to feel free to make suggestions, and to ask questions and get answers.
- *The right to recognition* in the form of awards and through day-by-day expressions of appreciation.

Take PRIDE in Volunteering

***P**rovide* individual educational assistance to students.

***R**elieve* the teacher of some non-instructional tasks and duties.

***I**mprove* students' self-worth by increasing the opportunity for educational achievement.

***D**emonstrate* community interest, concern, and support for the educational system.

***E**nhance* all aspects of the educational process and enrich the curriculum.

Frequently Asked Questions

How do I become a volunteer?
~~You may contact the Volunteer Coordinator at the desired school or call the Office of Safe Schools' Volunteer Department at 797-7233. Or you may complete an On-Line *Application to Volunteer*. List your skills, interests, preferred school, and type of volunteer placement.~~ Volunteer applications are only available online for everyone except students. Your volunteer application process begins with our volunteer Level I application available under Safe Schools at www.hernandoschools.org. Applicants may not be placed in a volunteer position prior to clearance from the Volunteer Department. The on-line web application will inform you when your application has been processed and cleared. Please share your volunteer interests with the coordinator at the school.

I do not have teaching experience. Can I still volunteer?
Yes! A teaching background is not required since volunteers work under the direction of the school staff.

How do I find out which volunteer services are needed?
Each school has a volunteer coordinator who will assist you in your placement. Some schools hold informative orientations which explain the opportunities available and the volunteer program. Your volunteer assignment is determined by your skills, interests, and preferences, as well as by the needs of individual schools and teachers.

I'd like to volunteer, but I can't offer my services on a regular basis. Can I still volunteer?
Yes! You may volunteer on special school projects or doing activities with PTA/ PTSA/PTO. While the meetings are not considered volunteer time, any activities on behalf of the school will count toward the annual volunteer hours. The time commitment will depend on the specific project. Another possibility is to arrange to take volunteer work home to complete at your convenience.

I would like to volunteer, but I have a preschool child. Can I bring my child with me?
No. Taking preschool children with you to school presents a liability problem for the school. In addition, having a very young child in a classroom interrupts class procedures, disrupts the students, and prevents the volunteer from giving full attention to the work the teacher has prepared. However, you can still help the school by making arrangements to do work at home.

May I choose the teacher with whom I want to work?
Volunteers are placed only in classrooms where teachers have specifically requested assistance.

Suppose I don't feel qualified to perform the assignment I have agreed to undertake?
Feel free to say so. Remember, there are many different jobs. Talk to your teacher/~~supervisor~~ or volunteer coordinator for possible reassignment. ~~You may also call the district office for placement at a different school.~~

What do I do about discipline?
Disciplinary action is the responsibility of the teachers and school staff. ***Volunteers do not enforce discipline.*** Immediately notify the teacher if there is a discipline problem.

My friends and neighbors will ask me about school. What may I say?
We want you to talk about our schools and your school involvement. But you may have access to "privileged" information, which must be treated as confidential. Privileged information is important school business and must never be discussed outside of the school. Also, remember that criticizing school personnel and school practices are not acceptable. In school, you are a professional working with other professionals.

VOLUNTEER CHECKLIST



I have:

- ☐ talked with the school's volunteer coordinator.
- ☐ completed an On-Line *Application to Volunteer.*
- ☐ waited for my application to be processed and cleared prior to volunteering.
- ☐ participated in an orientation/training session.
- ☐ been assigned to a teacher or a supervisor of the project / activity.
- ☐ a specific place and time to work.

I know:

- ☐ the school layout, parking, and facilities available.
- ☐ the school/classroom discipline policy.
- ☐ classroom policies, procedures, and rules.
- ☐ fire and other drill procedures and safety rules.
- ☐ where and when to report to work.
- ☐ ~~where the sign-in book/computer and name badges are located.~~
- ☐ what to do if I must be absent.
- ☐ what to do if I am working with a substitute teacher.
- ☐ where instructional materials/tools are kept.
- ☐ what is expected of me

_____ _____

Signature of Volunteer Date

~~(Keep copy on file with Background Screening Acknowledgement form.)~~



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Notes for Volunteering

SCHOOL INFORMATION

School _____
Phone _____
Address _____
Principal _____
Assistant Principal(s) _____
Secretary _____
Guidance Counselor _____
PTA/PTO President _____
School Advisory Council Chairperson _____

PROCEDURES

Fire drills _____
Secured Campus/Lockdown drills _____
Dress code _____
Opening/closing time _____
Location of sign-in book & nametags _____
Parking _____
Who to call when you are absent _____
Eating at the school _____

COORDINATORS

Staff Contact _____
Volunteer Coordinator _____

YOUR VOLUNTEER ASSIGNMENT

Teacher's/Supervisor's Name _____
E-mail address: _____
Phone number at school: _____
Room/Days/Times _____
Date to begin _____

Hernando County School District

Learn it. Love it. Live it.

School Board Members

Mrs. ~~Linda Prescott,~~ ~~K~~ayce Hawkins ,Chair
Mr. ~~Gus Guadagnino~~, Shannon Rodriguez ,Vice Chair
Ms. Susan Duval
Mrs. ~~Kay Hatch~~ Mark Johnson
~~Mr. Jimmy Lodato~~ Michelle Bonczek

Superintendent of Schools Mr. ~~John Stratton~~ Ray Pinder

Director of Safe Schools

~~Ms. Jill Renihan~~ Mr. Angel Pagan

Assistant Directors of Safe Schools

Mr. Brett Scroggins and Mrs. Jodi Slone

District Volunteer Liaison

Ms. ~~Beverly Drew~~ Jae Figueroa-Torres

Address: Office of Safe Schools

~~275 Oak~~ 801 N Broad Street Brooksville, FL 34601 (352) 797-7233 Ext. ~~468~~ 484

VOLUNTEER HANDBOOK

Guidelines, Resources & Information

For Volunteers

Volunteers in Education

Hernando County School District

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Who is a School Volunteer?

A school volunteer is a person who is willing to take time to share wisdom and experience with those on the threshold of the future...our students. A school volunteer helps to expand and enrich the students' learning experience by working under the direction of school staff.

According to **Florida Statute 1012.01 (5)** – "A K-12 school volunteer is any nonpaid person who may be appointed by a district school board or its designee. School volunteers may include, but may not be limited to, parents, senior citizens, students, and others who assist the teacher or other members of the school staff".

Occasionally it can be difficult to decide if an individual falls into the classification of a school volunteer. A school volunteer usually meets all the following criteria:

1. The individual will provide a service to the school.

2. The individual will NOT be compensated monetarily by the school district.

3. The individual will be providing volunteer service for more than one day at any one site (except for chaperones).

The individual may have access to students while performing the service.

Rolls and Responsibilities

At the District - The District's Office of Safe Schools has responsibility to ensure registered volunteers are screened for eligibility. All volunteer applicants will be entered into the district's visitor/ volunteer management system. Staff from the Office of Safe Schools will indicate through the visitor management system whether a volunteer applicant is approved. A volunteer should have their hard badge in order to begin volunteering. Applicants are emailed their approval by the visitor/volunteer management system.

Responsibilities for district-wide volunteer coordination include but may not be limited to:

- Arranging and providing orientation and training workshops,
- Speaking to community groups to recruit community volunteers,
- Placing community volunteers,
- Supporting school-based coordinators in developing and maintaining school volunteer programs,
- Coordinating county-level recognition events,
- Entering status confirmation for volunteer status into volunteer management software, and
- Surveying schools annually on volunteer needs and effectiveness of the volunteer program

At the School - Each school's volunteer program is individualized to meet the needs of the students and teachers at the school. In cooperation with the principal, the school's volunteer coordinator directs the school's volunteer program. Many schools have both a staff contact and a volunteer who works jointly to coordinate the program.

Responsibilities of the school-based Volunteer Coordinator include but may not be limited to:

- Surveying needs of teachers,
- Recruiting and ensuring volunteers are registered - especially parents,
- Arranging for orientation and training,
- Placing volunteers by matching their skills/interests to job assignments,
- Serving as a resource for volunteers,
- Keeping accurate records of volunteer applications and service hours, and
- Coordinating school recognition events for volunteers.

Volunteers in Schools: Benefits for Everyone



The volunteer gains:

- Personal satisfaction from helping children learn,
- Opportunities to learn new skills, polish old ones,
- Knowledge and understanding of Hernando County Schools,
- Work experience that may lead to a future career.

The student gains:

- Additional individual attention,
- An accepting atmosphere for reinforced learning,
- A chance to succeed, thus building better self-esteem, and
- A warm and caring adult who is a role model.

The school gains:

- Positive interaction with the community,
- Improved student achievement and behavior,
- Additional services without extra costs, and
- Increase community understanding and support.

The Hernando County community gains:

- Better-educated students, and
- Greater confidence in the educational system.



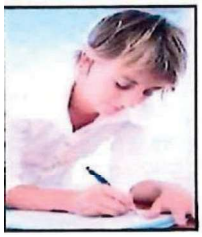
Getting Started

If you are not yet a volunteer in our schools, please go to our district website at www.hernandoschools.org and fill out an application to volunteer. Applications are processed by a third-party vendor and take a minimum of 3-5 business days to process. We do not have the ability to expedite applications.

School Procedures

Each school has specific information for the volunteer to learn. Volunteers need to know procedures, restroom locations, school dress code, rules about smoking, parking areas, absence procedures, the opening and closing times of the school, the eating facilities, rules about the use of cell phones, safety procedures such as Crisis Go and general regulations in the school.

Volunteer Applications



All volunteer applicants, including field trip chaperones, must complete the on-line web-based *Application to Volunteer* and wait for clearance **PRIOR** to volunteering or chaperoning. The application needs to be completed accurately and in its entirety. A criminal background check is performed to maximize the safety of our students and to meet Florida legal requirements. When HCSD employees plan to volunteer, e.g. as a chaperone at an event or on a field trip, they should also complete a volunteer application. *(HCSD employee volunteers should see the Staff Handbook volunteer section for information.)*

Clearance

In meeting the criteria of Florida Statute 943.04351, ALL volunteers must be cleared through Hernando County School District Office of Safe Schools prior to being placed or beginning service in a volunteer capacity. Each individual whose criminal background screening would make them **ineligible for employment** with the Hernando County School District **will be ineligible** to volunteer in **any** District or Charter school in **any** capacity. An email will notify volunteers when their application status has been approved.

Annual Renewal Requirements

Applications MUST be completed annually or renewed in the allotted time frame. A fee will be collected by Safe Hiring Solutions for Level l volunteers which will cover the national background check. An additional fee will be collected to cover real-time arrest monitoring and notification, as well as identification badge once the application is approved.

Employee volunteers and student volunteers will not have a fee requirement to volunteer.
Volunteer applications expire June 30th of each year. The online web application will be available for each school year from July 1- May 15th, on the Hernando County School District website. (hernandoschools.org). The website will not be open from May 15-June 30.
Individuals will remit the fee to cover their renewal **during the open renewal period** to keep their volunteer status active. Volunteers who let their application lapse will be required to initiate a new volunteer application.

Health Regulations

Please do not come to school if you are ill. This includes a fever, cold, sore throat, or cough. You may think you are leaving the teacher shorthanded, and you may want to volunteer even though you are not well, but doing so is not good for you, the children, or the teacher. Please inform the teacher when you have an unforeseen absence. Children learn by example, and we ask that you, as a role model, use good health habits when you are at school.

Attendance

Punctuality and reliability are expected since students are counting on you. Please inform teacher in advance of planned absences and call the school for unforeseen absences. Students will be disappointed you cannot come but will be reassured that you cared enough to call.

Appearance and Manner

Volunteers should be well groomed and dress professionally. Hats, short skirts and shorts, exposed midriffs, low cut blouses, and inappropriate graphics/language on t-shirts are not allowable for students, let alone volunteers. If you are not sure how you should dress, please ask the teacher, or your volunteer coordinator. Volunteers should set a good example for students by always maintaining professional conduct

Volunteer Behavior on Field Trips

When volunteers are chaperoning a class and/or field trip there is to be no inappropriate language, drinking or smoking/vaping. Volunteers are to stay with their assigned groups. The purpose of volunteers being present is to ensure the safety and well-being of the students. It is the goal of all involved that our students enjoy field trips and feel safe. Students on the trip as well as volunteer chaperones may not get to do all the things that they want to do if the entire group doesn't agree or time is short. Volunteers must follow all the directions given by the school and/or teacher. Failure to follow directions may result in disqualification from volunteering for a limited time up to permanent disqualification as a volunteer at any site. No exceptions will be made for not following the rules of the school or the volunteer handbook.

Confidentiality

Volunteers must maintain strict confidentiality concerning information they learn about students or faculty. Information about students should be kept between the volunteer and the teacher. A misplaced comment can be devastating to a student, the family and/or the volunteer program. If questions or concerns arise, the volunteer can talk with the volunteer coordinator, teacher, guidance counselor or the principal.

Sign In/Out and Wear a Badge

When volunteering always:

1. Report to the school's front office.
2. Wear volunteer badge. Safeguarding our students and maintaining campus security is of utmost importance.

Information to Remember:

- Volunteers who have been approved and follow the procedures (sign in) are covered by School District liability policies while volunteering.
- Some outside companies may consider verified volunteer service as work experience for employment.
- Individual volunteers may be recognized for their dedication and service to Hernando County schools. The record of volunteer attendance is one basis for consideration of these awards.
- State awards are granted to schools who log a designated number of volunteer hours per enrolled student.

Orientation

Hernando County School District designates volunteers as Level I or Level II.
Level I volunteers must remain under the supervision of an employee of the district at all times while working with or in the presence of students. For example, a Level I volunteer in the media center may not work with students on a project in the media center if the media specialist or another employee is not present. The volunteers could work in the media center alone if no students are present.

A Level II volunteer is an individual who has completed fingerprinting for an in-depth background check and is interested in one-on-one student contact such as tutoring, mentoring, field trip chaperone or coaching.

Volunteers at either level are not allowed to instruct, discipline, or replace a member of the school staff at any time. Volunteers at both levels should be under supervision of a District employee while interacting with students, unless it is a rare occasion such as a field trip.

Every volunteer (Level I and Level II volunteer) should meet with the school's volunteer coordinator to discuss school procedures, e.g., sign-in/out procedures, school layout, expectations for behavior, school safety procedures etc. This session will be completed by the school volunteer coordinator. Volunteers should sign a log indicating they have received the school-level orientation annually. The checklist will be kept by the school.

Reporting Volunteer Hours

Please be sure to report to the school your completed volunteer hours. Volunteers who check in and out of the school on the visitor/volunteer management system will have their volunteer hours captured automatically. Volunteers who fail to check out will be awarded no more than one hour for the day on which volunteer services are provided. Report on all hours that you provide as a service to the school, including work done at home for the school. When deciding what constitutes volunteer service, the hours must be completed while providing nonpaid service to the school, not while attending a PTA meeting or school event (ex: Open House, school play, athletic event, etc.).

State and District Rules

FL Statute 39.201

Florida Statute 39.201 (l)(a) states: "Any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the department in the manner prescribed in subsection (2).

How do you make a report? Call the Florida Abuse Hotline (l-800-96ABUSE or 1-800-962-2873) of the Department of Children and Families. A volunteer should also report to their school supervisor that they have made such a report. Additional information can be obtained at the Department of Children and Families website: **www.dcf.state.fl.us/abuse.**

Florida Statute 943.04351

This statute mandates the "search of registration information regarding sexual predators and sexual offenders prior to appointment or employment." See **www.leg.state.fl.us/Statutes/index.cfm.**

Florida Statute 768.1355

The Florida Volunteer Protection Act and can be viewed at **www. leg.state.fl.us/Statutes/index.cfm.**

Administrative Rules 6A-1.070

The Florida Board of Education's administrative rules regarding volunteers can be viewed at **www.flrules.org.**

Policy Number po9200 Policy & Procedure Manual

The School Board of Hernando County designates the Volunteers in Education Department to be the official coordinating body for all school volunteers.

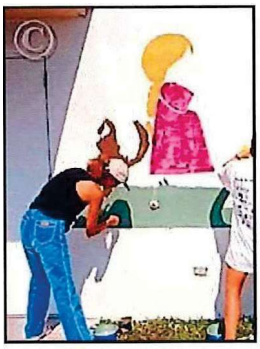


Making the Right Match

Whether preparing materials for a lab experiment, cleaning lunch tables, or mentoring/tutoring a student one-on-one, there is a volunteer opportunity to suit every person's background and interest.

- Would you like to work directly with students?
- Would you like to be a tutor or a classroom assistant, an office worker, motivator/mentor, or to work with exceptional students?
- Do you have special talents and/or skills that would benefit music, art, drama, physical education, or an extracurricular program?
- Would you prefer elementary, middle, or high school?
- How much time can you commit to volunteering?
- What days or hours do you prefer?
- Can you make a weekly commitment or are you only available occasionally?
- What experience do you have that would prepare you for your volunteer opportunity
- What is your motivation for volunteering?





Sample Volunteer Duties

Chaplain (Level II)

- Provide support services to students at parent request
- Must follow procedures to apply and qualify under school chaplain program

Classroom Volunteer

(Reading, Math, English, Science, Social Studies, Electives)

- Uses flash cards to help students learn words, multiplication tables, and word sounds
- Assists younger children with learning the alphabet, colors, numbers and identifying letters, shapes, rhyming words, etc.
- Supervises learning centers, games, and other areas where an extra pair of hands are needed
- Assists students with special projects
- Assists students in academic work without evaluating
- Prepares bulletin boards or hands-on teaching materials

Clerical Volunteer

- Assists the support staff in the operation of our schools by working as receptionist, typist, or file clerk.

Coaching Volunteer (Level II Required)

- Attends and participates in practices, games/meets and tournaments
- Implements program policies as set forth by the head coach and principal
- Expresses a positive attitude at all times
- Teaches competitiveness, sportsmanship and additional traits of positive character
- Must complete the 5 Free FHSAA mandated NFHS courses- see Athletic Director for details
- Volunteer coach may facilitate drills/skills and/or supervise a game or practice, provided a supplemental coach working for the District or Athletic Director is present

Field Trip Chaperone

- Assists teachers during field trips. (Level I)
- Takes responsibility for a group of students assigned by the teacher.(Level II)
- Specific chaperone guidelines are provided by the school
- **An overnight chaperone is required to be a Level 2 volunteer**

Tutor Volunteer (Level II Required)

- Works with small groups to reinforce basic skills
- Works at any grade level and in any subject area
- Offers remedial help or reinforcement activities

Mentor Volunteer (Level II Required)

- Works with an at-risk student needing extra support
- Serves as a role model and advisor, helping the student understand how education will help him or her reach personal goals
- Encourages school attendance; discourages tardiness
- Attends a mentor training which provides an overview of the program and mentoring responsibilities/conduct

Important Volunteer Guidelines

When Working with Students

- **VOLUNTEERS MUST MAINTAIN STRICT CONFIDENTIALITY** concerning information they see and hear about students and staff, *including students' grades, records, and abilities.*
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- All volunteers must sign in/out and wear an identifying badge while on a school campus.
- **When in doubt, check in with the school administrator, teacher or school counselor.**

Frequently Asked Questions

How do I become a volunteer?
Volunteer applications are only available online for everyone except students.
Your application process begins with our volunteer Level l application available under Safe Schools at www.hernandoschools.org. Applicants may not be placed in a volunteer position prior to clearance from the Volunteer Department coordinator. The on-line web application will inform you when your application has been processed and cleared. Please share your volunteer interests with the coordinator at the school.

I do not have teaching experience. Can I still volunteer?
Yes! A teaching background is not required since volunteers work under the direction of the school staff.

How do I find out which volunteer services are needed?
Each school has a volunteer coordinator who will assist you in your placement. Some schools hold informative orientations which explain the opportunities available and the volunteer program. Your volunteer assignment is determined by your skills, interests, and preferences, as well as by the needs of individual schools and teachers.

I'd like to volunteer, but I can't offer my services on a regular basis. Can I still volunteer?
Yes! You may volunteer on special school projects or with PTA/ PTSA/PTO. While the meetings are not considered volunteer time, any activities on behalf of the school will count toward the annual volunteer hours. The time commitment will depend on the specific project. Another possibility is to arrange to take volunteer work home to execute at your convenience.

I would like to volunteer, but I have a preschool child. Can I bring my child with me?
No. Taking preschool children with you to school presents a liability problem for the school. In addition, having a very young child in a classroom interrupts class procedures, disrupts the students, and prevents the volunteer from giving full attention to the work the teacher has prepared. However, you can still help the school by making arrangements to do work at home.

May I choose the teacher with whom I want to work?
Volunteers are placed only in classrooms where teachers have specifically requested assistance.

Suppose I don't feel qualified to perform the assignment I have agreed to undertake?
Feel free to say so. Remember, there are many different jobs. Talk to your teacher or volunteer coordinator for possible reassignment.

What do I do about discipline?
Disciplinary action is the responsibility of the teachers and school staff. ***Volunteers do not enforce discipline.*** Immediately notify the teacher if there is a discipline problem.

My friends and neighbors will ask me about school. What may I say?

We want you to talk about your school and your involvement. But you may have access to "privileged" information, which must be treated as confidential. Privileged information is important school business and must never be discussed outside of school. Also, remember that criticizing school personnel and school practices are not acceptable. In school, you are a professional working with other professionals.

VOLUNTEER CHECKLIST



I have:

- ☐talked with the school's volunteer coordinator.
- ☐completed an On-Line *Application to Volunteer.*
- ☐waited for my application to be processed and cleared prior to volunteering.
- ☐been assigned to a teacher or a supervisor of the project/ activity.
- ☐a specific place and time to work.

I know:

- ☐the school layout, parking, and facilities available.
- ☐the school/classroom discipline policy.
- ☐classroom policies, procedures, and rules.
- ☐fire and other drill procedures and safety rules.
- ☐where and when to report to work.
- ☐what to do if I must be absent.
- ☐what to do if I am working with a substitute teacher.
- ☐where instructional materials/tools are kept.
- ☐what is expected of me

_____ _____

Signature of Volunteer Date

Hernando County School

District Learn it. Love it. Live it

School Board Members

Kayce Hawkins, Board Chair

Shannon Rodriguez, Vice Chair

Susan Duval

Mark Johnson

Michelle Bonczek

Superintendent of Schools

Ray Pinder

Director of Safe Schools

Angel Pagan

Assistant Directors of Safe Schools

Brett Scroggins

Jodi Slone

District Volunteer Liaison

Jae Figueroa-Torres

Address:

Office of Safe Schools

801 N. Broad Street Brooksville, FL 34601

(352) 797-7233 Ext.484

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

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

A. Item Currently Budgeted -

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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:
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New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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Hernando School District

School Board Workshop

Agenda Item # 5. 26-3431 12/9/2025

Title and Board Action Requested
Review proposed job description of Substitute ESE Therapy Provider.

Executive Summary
The Director of Exceptional Student Education, on behalf of the Superintendent of Schools, hereby requests the Board review the proposed job description for Substitute ESE Therapy Provider. The Substitute ESE Therapy Provider position ensures continuity of essential special education services for students when a licensed Speech -Language Pathologist (SLP), Occupational Therapist (OT), or Physical Therapist (PT) is temporarily unavailable. This position allows the district to maintain compliance with federal and state mandates under IDEA by preventing service interruptions that could impact student progress and access to their Individualized Education Programs (IEPs). Establishing this job description provides flexibility to secure fully licensed, short-term professionals who can meet therapy goals during leaves of absence, vacancies, or other temporary staffing gaps. This proactive measure supports student success, protects the district from potential compliance findings, and demonstrates a continued commitment to meeting the educational and developmental needs of all students with disabilities.

An example of when a substitute Therapy provider would be needed is as follows:

- Position Vacancy with no Applicants

The approval of this position will not cause a financial impact due to the unused salary from the vacant position being used to fund this position.

My Contact
Anna Jensen
Director of Exceptional Student Education
Jensen_a@hcsb.k12.fl.us
70485

2023-28 Strategic Focus Area
Priority 1: Student Success

Financial Impact
No 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 Board
Florida

FLSA: Non-Exempt, Non-Union

SUBSTITUTE – ESE THERAPY PROVIDER

Required Qualifications:

- Minimum of BA Degree or Higher as required for the area in which providing services per the FLDOE and Florida Statute
- Must be appropriately certified for the area in which providing services per the FLDOE and Florida Statute
- Must meet all employment requirements
- Ability to work independently with minimal supervision
- Must possess a Florida driver's license

Desired Qualifications:

- Masters' degree or higher in areas of SLP, OT and PT is desirable

Performance Responsibilities:

- Adhere to Hernando County School Board Policies as well as site regulations
- Assume the full role of the absent employees job description/duties
- Dress Appropriately for daily position
- Sustain focus and attention to detail
- Document/record services for the purpose of Medicaid administrative claims
- Cooperate with school personnel in coordinating Exceptional Student Education services within that school
- Perform other duties as assigned by the Director of Exceptional Student Education and/or designee
- Shall perform responsibilities as required by state statute House Bill 1473 regulations to provide site security:
  All gates or other access points that restrict ingress to or egress from a school campus shall remain closed and locked when students are on campus. A gate or other campus access point may not be open or unlocked, regardless of whether it is during normal school hours, unless:
  (I) Attended or actively staffed by a person when students are on campus.

Physical Demands:

Exerting up to 100 pounds of force occasionally and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Director of Exceptional Student Education and/or designee

Terms of Employment:

Daily basis; called as needed
"At will" – can be dismissed from providing services at the discretion of the Superintendent of Schools and/or designee

Salary:

Salary based on approved substitute salary schedule – Substitute – ESE Therapy Provider

Job Code:
52080

Board Approved:
Revised:

2025-2026 Substitute Salary Schedule

NON-INSTRUCTIONAL SUBSTITUTES - hourly rate

Food & Nutrition Substitute	$15.00
Bus Operator Substitute	$15.00
Wellness Substitute	$15.00
Custodial Substitute	$15.00
Bus Attendant Substitute	$15.00
Clinic Substitute	$15.00
Clerical Substitute	$15.00
Intern Substitute	$15.00

• In the event that a Bargaining Unit Member of HUSW substitutes for an absent teacher, the Bargaining Unit Member shall be paid, while covering for the absent teacher, at their base rate of pay plus $5.50 for the first complete hour. Time worked beyond one hour will be paid in increments of fifteen (15) minutes (or ¼ hour) based on an hourly rate of their base pay plus $5.50.

INSTRUCTIONAL SUBSTITUTES - hourly rate

Associate Teacher Substitute Year One	$20.00
Associate Teacher Substitute Year Two and Beyond	$21.00
Substitute – ESE Therapy Provider	$40.39

Board Approved: ~~11/19/24~~

2025-2026 Substitute Salary Schedule

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Board Approved:

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

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

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B. Item Currently Not Budgeted -**

Funding Source

Account Name

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Amount $

Funding Source

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Amount $

C. History

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

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Hernando School District

School Board Workshop

Agenda Item # 6. 26-3481 12/9/2025

Title and Board Action Requested
Presentation on the analysis of athletic ticket pricing, pass options, and related revenue and budget trends.

Executive Summary
The District Athletic Director, on behalf of the Superintendent of Schools, hereby requests the Board to review the presentation on the analysis of athletic ticket pricing, pass options, and related revenue and budget trends. This report provides a comprehensive review of data from Hernando School District athletic programs, supplemented by comparisons with other districts across the state. The findings highlight current practices, emerging trends, and identified needs to guide future decisions regarding ticketing strategies and financial planning.

My Contact
Dustin Kupcik
District Athletic Director
352-797-7000 ext. 70314
Kupcik_d@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.

HERNANDO SCHOOL DISTRICT

ATHLETICS

A Deep dive into Family ATHLETIC PASSES

Dustin T. Kupcik, CMAA – District Athletic Director

Overview

- Current Practices
- Past Issues
- Current Trends
- Athletic Expenses
- Ticket Sales
- Financial Impact
- Future Considerations



2025 - HCSD Athletic Ticket Prices

Middle School	
Varsity Football	All Other Sports
$6.00	$5.00
High School	
Varsity Football	All Other Sports
$10.00	$6.00
High School Student Ticket (Digital Only) - $8.00	

(Children in grades K-4 are free accompanied by their parent/guardian)

ALL HERNANDO COUNTY SCHOOL EMPLOYEES ARE ADMITTED FREE WITH THEIR COUNTY IDENTIFICATION BADGE (Current Employees only)

HCSD Retirees can register with the District Athletic Director for a free county wide sports pass. This pass must be renewed every school year. Fraudulent use of this pass will result in permanent loss of this privilege.

Current Passes Offered



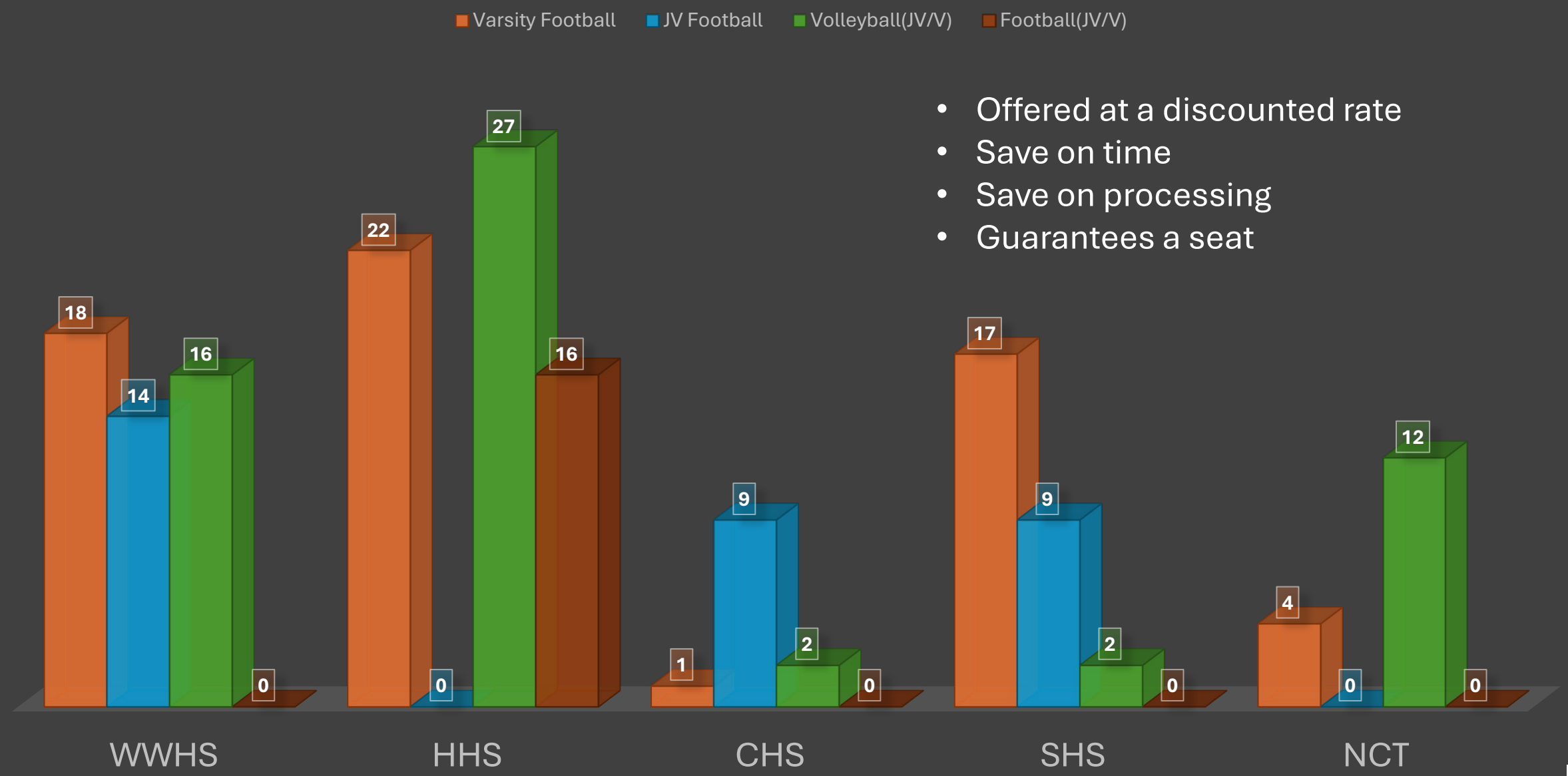
- Sport Specific Season Passes – All High Schools
  - Vary by number of home games/tournaments on schedule
- WWHS - Season Student Pass(Fall/Winter/Spring)
  - $20.00 – Sold 28 in the Fall Season
- Middle Schools do not offer passes because of how short their seasons are.
- Honorary HCSD Retiree Pass
- Student & Community Incentive/Donation Nights



Past Issues

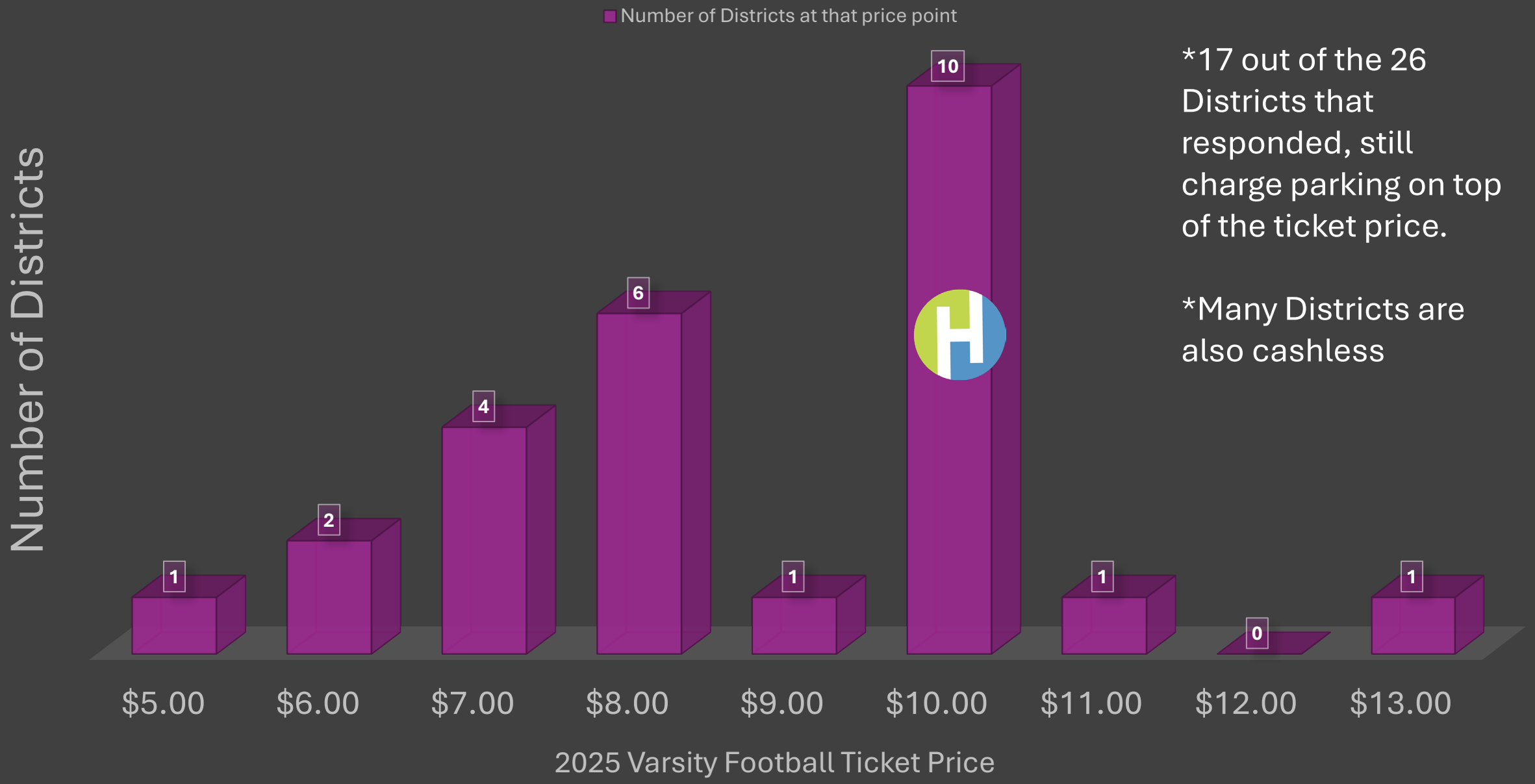
- Misuse & Abuse of Family Passes
  - Hard to enforce
  - Friction at the gate
- Low Participation
- Athletic Departments Lose Money

2025 HCSD FALL H.S. SPORT SEASON PASSES



- Offered at a discounted rate
- Save on time
- Save on processing
- Guarantees a seat

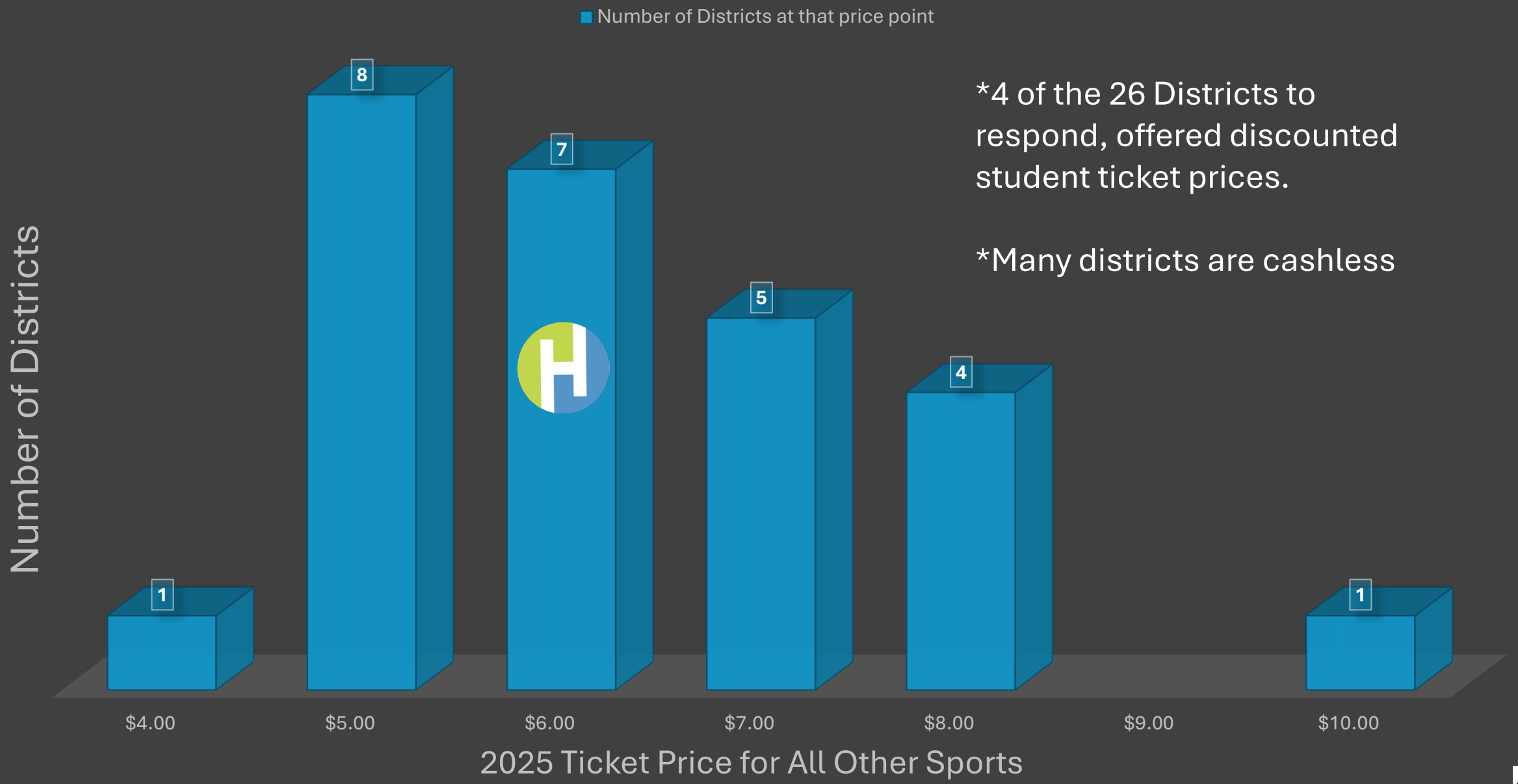
2025 STATEWIDE VARSITY FOOTBALL TICKET PRICES



*17 out of the 26 Districts that responded, still charge parking on top of the ticket price.

*Many Districts are also cashless

2025 STATEWIDE TICKET PRICES FOR ALL OTHER SPORTS



*4 of the 26 Districts to respond, offered discounted student ticket prices.

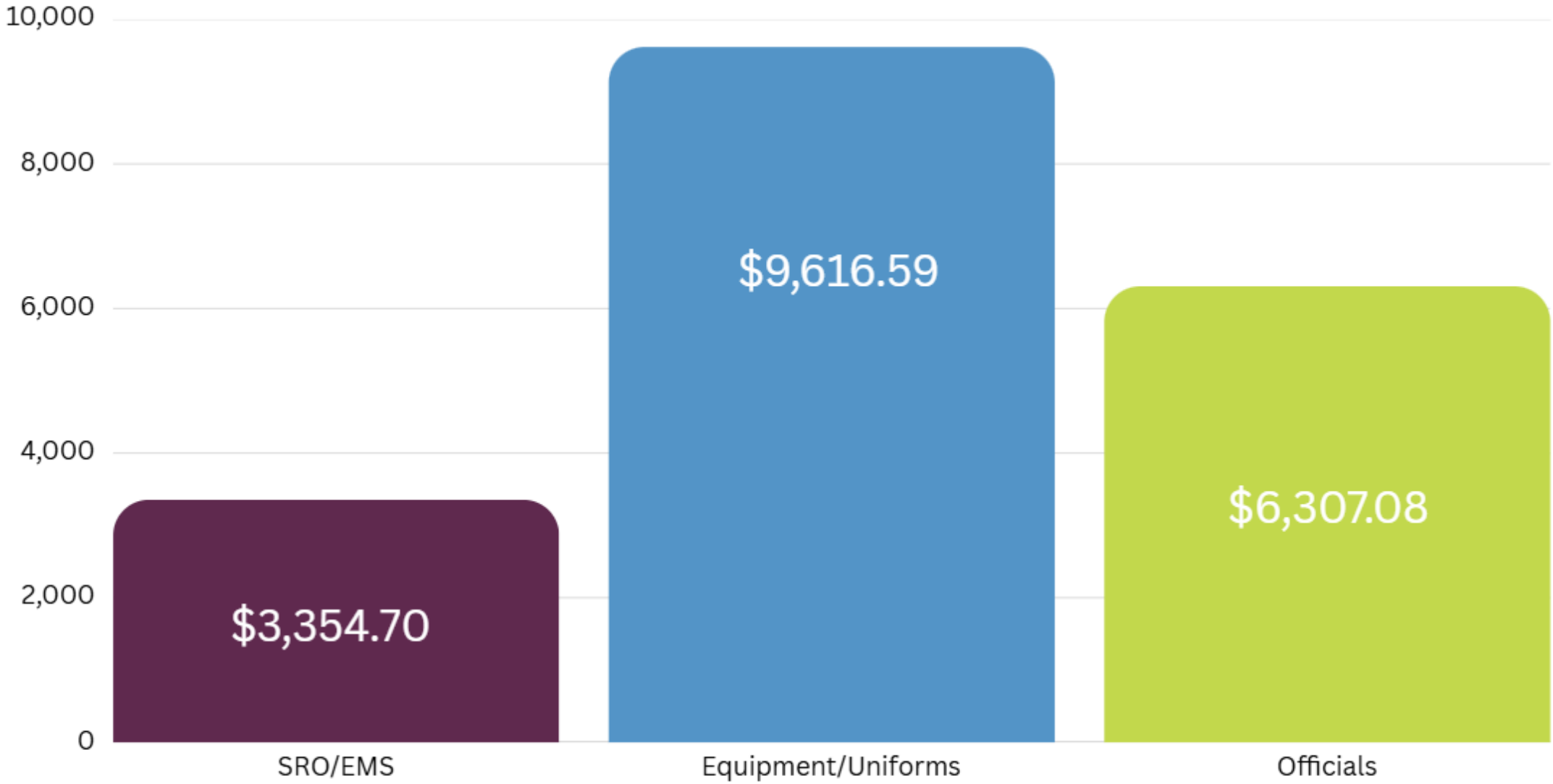
*Many districts are cashless

Family Passes Around the State

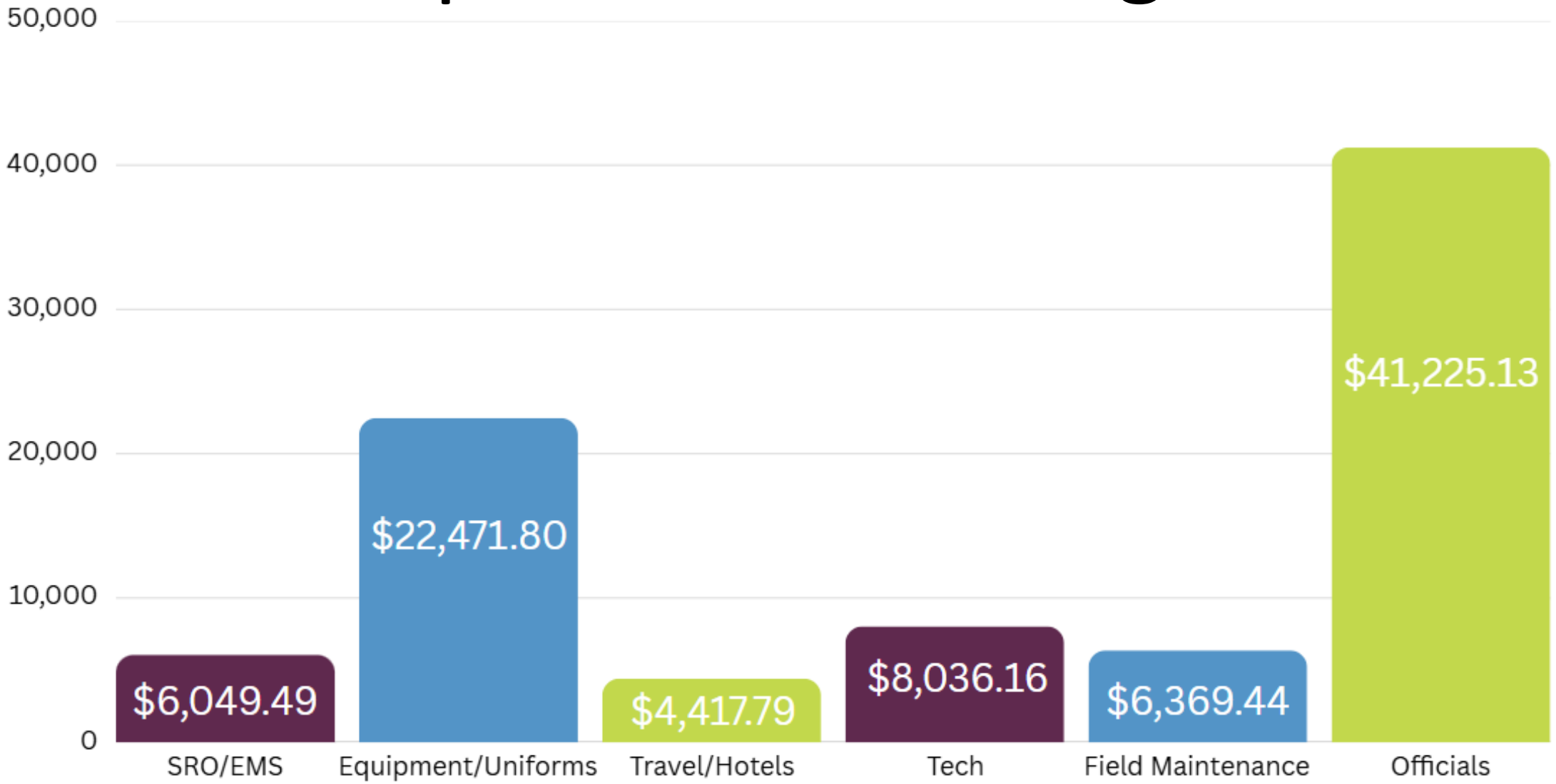
- 16 Districts responded
- 4 offer family passes
  - Covers 2-5 people in a “family”
  - All 4 covered the entire school year of athletics
  - Cost - $200-$250
- Amount sold per school – 10-50 passes
- Pasco Co. - Up to each school
- Citrus Co. - Family pass for 4 - $250



M.s. Athletics biggest Yearly Expenses on Average



H.S. Athletics biggest Yearly Expenses on Average



Expenses Not Included:



DUES/FEES/FINES



AWARDS & RECOGNITION



HOSPITALITY



MED SUPPLIES & EQUIPMENT



SAFETY SUPPLIES & EQUIPMENT



RENTALS



BIG TICKET PURCHASES - SCOREBOARD



EMERGENCY PURCHASES – ICE MACHINE



Ticket Sales

- 24-25 Fall Avg. vs 25-26 Fall Avg.
  - Football **2024** - 20,284 Total Tickets Sold
  - Football **2025** – 21,809 Total Tickets Sold **(Up 7.5%)**
  - Volleyball **2024** – 4,048
  - Volleyball **2025** – 4,402 **(Up 8.7%)**

- 2024-2025 Average Total Ticket Sales
  - High Schools - $85,956.73
  - Middle Schools - $19,238.07

H.S. Family Pass Cost Evaluation

- Potential Regular Season Family Pass for 4 - $250
  - Varsity Football Average - $200
  - JV Football Average - $96
  - Volleyball Average - $288
  - Boys Basketball Average - $288
  - Girls Basketball Average - $288
  - Boys Soccer Average - $288
  - Girls Soccer Average - $288
  - Baseball Average - $288
  - Softball Average - $288
- Total Value = $2,312
  - (1/2 - $1,156, 1/3 - $770, 1/4 - $578)



Future Questions & Considerations

- What is the demand?
- How many is this effecting?
- Is the “juice worth the squeeze”?
- Passes would have to be digital only & ID required
- What is a pricing structure that makes it attractive while still covering costs?
- Are family, sport specific season passes more advantageous?



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

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Account Number

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Amount $

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