Hernando School District

School Board Regular Meeting

Agenda - Final Revised

Tuesday, September 23, 2025 **6:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL 34601

Revision #1

CALL TO ORDER

REFLECTION

by Mark Johnson, Vice Chair

PLEDGE OF ALLEGIANCE by JD Floyd Elementary School

SCHOOL SPOTLIGHT

ADOPTION OF AGENDA

1. **26-3322** Approval to adopt the agenda dated 9/23/2025.

ELECTED OFFICIALS

PRESENTATIONS

2. **26-3210** Recognition of the September HCSD Veteran

   Attachments: Budget Sheet - NO Financial Impact

3. **26-3302** Recognition of the Hernando County School District's Florida Multi-Tiered System of Support (MTSS) Award Recipients

   Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

4. **26-3312** Recognition of Matt Nix, SimCraft, and Southern 4X4 for Contributions to Hernando High School Racing Simulators

   Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

APPROVAL OF THE MINUTES

** **26-3326** Approval of the Minutes from the Informal, Workshop, Final Budget Hearing and Regular School Board Meeting of 9/9/2025.

Attachments: 09-09-25 Informal Minutes with links DRAFT
09-09-25 Workshop Minutes with links DRAFT
09-09-25 Final Budget Hearing Minutes with links DRAFT
09-09-25 Regular Minutes with links DRAFT

PROCLAMATIONS/RESOLUTIONS

5. **26-3308** Approve Proclamation No. P26-001, Proclaim the First Two (2) Weeks of October as Disability History and Awareness Weeks.

Attachments: Proclamation No P26-001 Disability History and Awareness Weeks 2025
Chapter 1003 Section 4205 - 2024 Florida Statutes - The Florida Senate
HB 447
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

PUBLIC HEARING ITEMS (WHITE SPEAKER FORMS)

6. **26-3307** Public Hearing and Final Approval of the Amendments to the 2025-2026 Student Progression Plan and School Procedures Handbook, that received tentative approval at the August 26, 2025 Workshop

Attachments: 2025 2026 List of Changes to SPP and Page Numbers Amendment August 2025
2025 2026 SPP Amendments Edits Strikethrough
2025 2026 SPP Amendments Clean Copy
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

EXPULSION RECOMMENDATIONS

7. **26-3285** Enter a Final Order Expelling the Student in Case No. E2026-08-01 for one (1) academic year.

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

CITIZEN INPUT ON AGENDA ITEMS (GREEN SPEAKER FORMS)

8. **26-3323** Citizen Input on agenda items (Green Form)

Attachments: Citizen Input Speaker Green Form 031424 ACC

ADOPTION OF CONSENT AGENDA (Item # 9-25)

Personnel Recommendations

*9. 26-3303 Approval of the Personnel Recommendations

Attachments: 25-26 BOARD AGENDA Sept 23 2025
ESOL - 9.23.25 agenda
2026 Noninst., PTS & Adm. Supplements for 9-23-25
2026 Inst. Supplements & Differentiated Pay for 9-23-25

All Other Teaching & Learning Agenda Items

10. 26-3242 Approve Out-of-State Travel for Anna Jensen, Director of Exceptional Student Education, to Attend the 2025 CASE Conference in Oklahoma City, Oklahoma on November 5-7, 2025

Attachments: CASE Conference Oklahoma City Agenda
TDL.Jensen 11.2025
Budget Sheet - No Financial Impact

11. 26-3313 Approval of the Contract Between Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital and Hernando County School District for Clinical Learning Experiences in Health Sciences Programs

Attachments: Tampa General Hospital Affiliation Agreement HCSD
State of Florida Affidavit
PUR 1355
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

12. 26-3314 Approve an overnight, out of state field trip for Central High School's NJROTC Cadets to Paris Island, South Carolina, for an orientation trip to experience life at a Marine Corps. Training facility, on November 4 - 7, 2025.

Attachments: CHS 110425 Cover Sheet
Budget Sheet for Agenda Items - CHS 110425

All Other Business Services Agenda Items

13. 26-3306 Approve Final Order to make Michael Iannaccone Ineligible for Employment with Hernando County School District and to report him to FLDOE for Inclusion on the Disqualification List.

Attachments: Proposed Final Order (Iannaccone) prepped for School Board agenda placement
notification letter sent
Disqualification List-sent with notification
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

14. **26-3318** Approval of the Interlocal Agreement among the School Board of Hernando County, Hernando County, and the City of Brooksville for the Mutual Use of Facilities.

Attachments: Use of Facilities MOU
Budget Sheet No Financial Impact

All Other Support Operations Agenda Items

15. **26-3298** Approval of Proportionate Share Mitigation Agreement for Verona Hills.

Attachments: 26-3298 250824 Verona Hills Capacity Deficit Report (r2)
26-3298 9.8.25 HCSB PSMA Verona Hills APPLICANT SIGNED
26-3298 Budget Sheet NO Financial Impact

16. **26-3301** Approve Two Settlement Agreements for the Sunrise Development.

Attachments: 26-3301 Hernando County & School Board Settlement Agreement Revisions - Signed
26-3301 Sunrise Settlement Agreement - Metro (003) CAO 070825 SB -Signed
26-3301 Budget Sheet NO Financial Impact

17. **26-3310** Approve the Agreement between the Hernando County School Board and the State of Florida, Department of Health, Pasco County Health Department, Dietetic Internship.

Attachments: Dietetic Inernship Agreement
Budget Sheet Sept 2021 Revised NO Financial Impact ACC (17)

18. **26-3317** Approve out of state travel for William Ward, FNS Operations Manager October 1-2, 2025, to LTI, Inc in Atlanta Georgia.

Attachments: LTI
LTI Travel Cost Document
Budget Sheet Sept 2021 Revised NO Financial Impact ACC (17)

All Other Purchase Order/Bid Agenda Items

19. **26-3239** Approve the renewal of RFP No. 24-953-32: Employee Health Benefits Program and the 2026 agreement with Blue Cross Blue Shield of Florida and authorize the purchase of group health insurance for an estimated spending of $21,333,870.00.

Attachments: Fl Blue Large Grp Employer Application 2026
24-953-32 RN Employee Health Benefits (08-26-25)
Affidavit
PUR 1355 (CM)
Budget Sheet Health Insurance 2025-2026

20. **26-3270** Approve the Purchase of VR Headsets from Transfr, Inc. and Authorize the Issuance of Purchase Orders up to an Estimated Amount of $98,600.00

Attachments: Transfr Original Quote
Standard Addendum to Agreements
Federal Terms and Conditions
State of Florida Affidavit
PUR 1355
David Wilkinson Email Florida Commerce
Budget Sheet Transfr

21. **26-3289** Approve the piggyback of the State of Florida, Department of Education ITB #2023-02 for Type A, C and D School Buses and Optional Equipment, awarded to Sun State International Trucks, LLC and authorize the purchase of Two (2) 77 Passenger Type C School Bus for an estimated spending of $325,952.00.

Attachments: FLDOE BID #2023-02
23-071-33 PB School Buses (09-23-25)
6510 Budget Sheet 08-2025

22. **26-3291** Award RFQ # 9009-2506-202 Continuing Architectural Services, to Fleischman and Garcia Architects and Planners, AIA, PA dba: Fleischman Garcia Maslowski, Long & Associates Architects/Engineers, Inc., PBK Architects Florida, Inc., Rowe Architects, LLC, and Zyscovich, LLC, for consulting architectural services for miscellaneous projects to be awarded on an ongoing basis, and authorize the purchase of said services for an estimated annual amount of $500,000.00.

Attachments: 26-3291 250513 RFQ Architect Cont Service FINAL
26-3291 Scores & Ranking Matrix RFQ 9009-2506-202 POSTED
26-3291 FG+M AIA B101-2017 Architect Agreement with Attachments Signed
26-3291 Long AIA B101-2017 Architect Agreement with Attachments Signed
26-3291 PBK AIA B101-2017 Architect Agreement with Attachments Signed
26-3291 Rowe AIA B101-2017 Architect Agreement with Attachments Signed
26-3291 Zyscovich AIA B101-2017 Architect Agreement with Attachments Signed
26-3291 Budget Sheet

23. **26-3304** Approval of Resolution No. R26-005 of the Hernando County School Board to Participate in the Small School District Council Consortium and Authorize a Purchase Order to Pay the Annual Dues of $3,250.00

Attachments: SSDCC 25-26 Participation Resolution
SSDCC Budget Sheet

24. **26-3305** Approve the renewal of the piggyback of Choice Partners, Contract No. 22/053KN-03: Custodial Supplies & Services, awarded to Buckeye Cleaning Center of Tampa and approve the purchase of goods for an estimated annual spending of $98,413.04.

Attachments: 25-485-16 PB RN Custodial Supplies & Service (09-23-2025)
Budget Sheet

25. **26-3316** Approve the piggyback of Florida Buy State Cooperative Purchasing, Contract No. 24-135: Audio Visual Integration, awarded to Audio Enhancement and authorize the purchase of Clear Connect translation devices for an estimated $57,647.00.

Attachments: Sales_Proposal_Hernando_County_SD_-_Clear_Bridge_Hernando_Co_School_District (1) (1)
26-880-19 PB Audio Visual Integration (09-23-25)
Audio Enhancement Budget Sheet 1
Audio Enhancement Budget Sheet 2

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK SPEAKER FORMS)

26. **26-3324** Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Attachments: Citizen Input Speaker Pink Form 031424 ACC

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

ADJOURNMENT

The next School Board Meetings are scheduled for October 7, 2025:
1:00 PM - Informal Meeting
2:00 PM - Workshop
6:00 PM - Regular Meeting

Hernando School District

School Board Regular Meeting

Agenda Item # 1. 26-3322 9/23/2025

Title and Board Action Requested
Approval to adopt the agenda dated 9/23/2025.

Executive Summary
The Superintendent of Schools, hereby requests the Board adopt the agenda dated 9/23/2025.

My Contact
Ray Pinder
Superintendent of Schools

2023-28 Strategic Focus Area
Other

Financial Impact
No Financial Impact

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

Agenda Item # 2. 26-3210 9/23/2025

Title and Board Action Requested
Recognition of the September HCSD Veteran

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

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

2023-28 Strategic Focus Area
Priority 4: Community Connection

Financial Impact
See attached budget sheet.

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

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

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 3. 26-3302 9/23/2025

Title and Board Action Requested
Recognition of the Hernando County School District's Florida Multi-Tiered System of Support (MTSS) Award Recipients

Executive Summary
The Coordinator of MTSS and the Supervisor of Literacy, Intervention and Elementary Academic Programs, on behalf of the Superintendent of Schools, hereby requests the Board to recognize Fox Chapel Middle School and Powel Middle School for being the award recipients of the Florida's MTSS Recognized School Status. Fox Chapel Middle School also received the Most Improved MTSS Award along with Winding Waters K-8, and J.D. Floyd Elementary School.

My Contact
Kerri Littlefield
Coordinator of MTSS
352-797-7000 ext. 70113
littlefield_k@hcsb.k12.fl.us

Kelly Downey
Supervisor of Literacy, Intervention and Elementary Academic Programs
352-797-7000 ext. 70280
downey_k@hcsb.k12.fl.us

2023-28 Strategic Focus Area
Priority 1: Student Success

Financial Impact
See attached budget sheet.

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

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

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

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

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

Account Name

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

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

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

Amount $

Funding Source

Account Name

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

Amount $

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 4. 26-3312 9/23/2025

Title and Board Action Requested
Recognition of Matt Nix, SimCraft, and Southern 4X4 for Contributions to Hernando High School Racing Simulators

Executive Summary
The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to recognize Matt Nix and the SimCraft team for their outstanding work in developing two professional-grade racing simulators for Hernando High School. These simulators will serve both the Academy of Computer Science and Cybersecurity and the Automotive program, providing students with unique hands-on experiences that expand their 21st -century workforce opportunities.

We also extend our sincere appreciation to Jimmy Sternberger of Southern 4X4, whose generous donation funded additional hardware to enhance the simulators, making them even more interactive and engaging for students. Their collective efforts represent the power of industry partnerships in supporting innovative educational opportunities for Hernando County students.

My Contact
Beth Lastra
Supervisor of College and Career Programs
352-797-7000 ext. 70474
lastra_b@hcsb.k12.fl.us

2023-28 Strategic Focus Area
Priority 1: Student Success

Financial Impact
See attached budget sheet.

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

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

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

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

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

Account Name

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

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

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

Amount $

Funding Source

Account Name

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

Amount $

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # ** 26-3326 9/23/2025

Title and Board Action Requested
Approval of the Minutes from the Informal, Workshop, Final Budget Hearing and Regular School Board Meeting of 9/9/2025.

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

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

2023-28 Strategic Focus Area
Other

Financial Impact
No Financial Impact

Hernando School District

School Board Informal Meeting

Minutes - Draft

Tuesday, September 9, 2025 **1:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL 34601

CALL TO ORDER

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

The Informal meeting was called to order at 1:07 P.M. Also present were Kristin Ottinger, School Board Attorney, and Ray Pinder, Superintendent. Mrs. Bonczek participated telephonically.

GENERAL DISCUSSION

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

Topics of Discussion:

1. Duval: School Board General Counsel
Mr. Johnson and Mrs. Bonczek addressed their concerns with the current firm, as there has been a change in attorney representation multiple times in the past year. Mrs. Rodriguez stated that she understands the concern, however, she would like to give Mr. Meyers an opportunity for at least two meetings. Mr. Johnson is concerned with the amount of travel time that Mr. Meyers will do to attend our meetings and believes they should start exploring other options. Ms. Duval agreed. Mrs. Rodriguez stated that Mr. Meyers may be the perfect fit for us and would like to give him the chance. Mrs. Bonczek stated that she also has concerns with the change in attorneys and they need to think of what is the best interest for the board. After the discussion, consensus is to give Mr. Meyers a chance and to revisit this topic at the second meeting in October. Mr. Johnson suggest setting up an executive session without Mr. Meyers before the October 21st meeting.

2. Johnson - Springstead High School baseball field upkeep

3. Johnson - Collecting cash at school sporting events

4. Rodriguez - Keeping schools clean

5. Hawkins - Track at Central High School; Mr. Pinder will get an estimate to see how much it will

be to get it fixed.

6. Hawkins - Nature Coast Technical High School should have a band

7. Johnson - Would like to see all the school bands perform at the Kiwanis Christmas parade. The Board would like to see how the schools feel about it.

26-3325 Handouts from the Informal Meeting of September 9, 2025

Attachments: Handout by Duval - Weiss Serota 102423
09.09.2025_Mark Johnson

ADJOURNMENT

This meeting was adjourned at 1:53 P.M.

Superintendent **Board Chair**

Hernando School District

School Board Workshop

Minutes - Draft

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

CALL TO ORDER

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

The Workshop was called to order at 2:08 P.M. Also present were Kristin Ottinger, School Board Attorney, and Ray Pinder, Superintendent.

PRESENTATIONS

2. **26-3257** Review the presentation of a request for a six-month extension of the Finding of Available School Capacity issued to Opal Farms, a 618-single family and 264-Multifamily development, by Claire Clements, Southern Citrus Groves, LLC, and Jim Lipsey, HCSD.

Attachments: 26-3257 Original Opal Farms Capacity FINDING
26-3257 Opal Farms School Concurrency Extension Request
26-3257 Opal Farms Graphics
26-3257 Budget Sheet NO Financial Impact
09-09-25 Workshop Handouts by Lipsey 26-3275

Due to technical difficulties, items were taken out of order.

Jim Lipsey, School Planner, and Claire Clemmons, Applicant came forward to present this item. Ms. Clemmons explained the issues she has run into with this project. She also mentioned that they have 60 acres on the South side of the parcel that is not going to have a home on it and is going to be left agricultural. She asked if the district would like to look at it for a school. All members in favor of the extension using tomorrow's date (9/10/25).

Recess at 2:35 P.M. and reconvened at 2:44 P.M.

1. **26-3296** Presentation of Sunrise Settlement Agreement Update.

Attachments: 08.27.25 - Hernando County & School Board Settlement Agreement Revisions - Signed.pdf
08.27.25 - Sunrise Settlement Agreement - Metro (003) CAO 070825 SB -Signed.pdf
26-3296 Budget Sheet NO Financial Impact

Jim Lipsey, School Planner and Chris Wilson, Attorney (via phone) came forward to present this item.

3. **26-3263** Review and Tentative Approval of the Hernando County School District's (HCSD) Media Handbook

Attachments: Media Handbook Changes
2025 2026 Media Handbook Strikethrough Copy
2025 2026 Media Handbook Clean Copy
Budget Sheet Sept 2021 Revised NO Financial Impact ACC - Copy

Kelly Downey, Supervisor of Literacy, Intervention, and Elementary Academic Programs came forward to present this item. Mrs. Hawkins mentioned some grammatical errors that needs to be corrected.

4. **26-3279** Presentation of the Implementation Planning of the Imagine Learning/Edgenuity Virtual Instruction Program for Hernando County School District

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

John Morris, Director of Secondary Programs; Matt Davenport, Account Executive at Imagine Learning; and Gina Michalicka, Assistant Superintendent of Teaching & Learning came forward to present this item. After the presentation and much discussion, it was determined that there are too many questions to move forward with it at this time.

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

Attachments: Use of Facilities MOU
No Impact Budget Sheet

Barbara Kidder, Assistant Superintendent of Business Services & Support Operations; and Caroline Mockler, Staff Counsel came forward to present this item.

GENERAL COUNSEL

ADDENDUM ITEMS

GOOD OF THE ORDER/BOARD DISCUSSION

School Board Comments

ADJOURNMENT

The Workshop was adjourned at 3:42 P.M.

Superintendent **Board Chair**

Hernando School District

Final Public Budget Hearing

Minutes - Draft

Tuesday, September 9, 2025 **5:01 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL 34601

CALL TO ORDER

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

The Budget Hearing was called to order at 5:01 P.M. Also present were Kristin Ottinger, School Board Attorney; and Ray Pinder, Superintendent.

ADOPTION OF THE AGENDA

1. **26-3299** Approval to adopt the agenda dated 9/9/2025.

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

PRESENTATIONS

2. **26-3268** Overview of the Fiscal Year 2025-2026 Final Millage Rates - Final Public Hearing

Attachments: 2nd Public Hearing Final Millage Rates September 9, 2025
Budget Sheet - No Financial Impact

Joyce McIntyre, CFO; and Dionne Makinson, Coordinator of Finance came forward to present this item.

***3.** **26-3269** Continuation of the Fiscal Year 2025-2026 Final Proposed Budget - Final Public Hearing

Attachments: 2nd Public Hearing Proposed Final Budget September 9, 2025 REV
Budget Sheet No Financial Impact

Joyce McIntyre, CFO; and Dionne Makinson, Coordinator of Finance came forward to present this item.

CITIZEN INPUT

4. **26-3300** Citizen Input on agenda items (Green Form)

Attachments: Citizen Input Speaker Green Form 031424 ACC

No one came forward to speak on this item.

ACTION ITEMS:

ADOPTION OF THE FINAL MILLAGE FOR 2025-26

5. **26-3286** Adoption of the Final Millage Rates for the Fiscal Year 2025-2026

Attachments: Resolution R26-003
Budget Sheet No Financial Impact

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

ADOPTION OF THE FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2026

***6.** **26-3287** Adopt the 2025-2026 Proposed Final Budget, Resolution #R26-004

Attachments: Resolution R26-004
ESE 139 ALL

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

SCHOOL BOARD COMMENTS

ADJOURNMENT

This Budget Hearing was adjourned at 5:18 P.M.

Superintendent **Board Chair**

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

Hernando School District

School Board Regular Meeting

Minutes - Draft

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

Revision #2

CALL TO ORDER

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

The Meeting was called to order at 6:01 P.M.

REFLECTION

by Mark Johnson, Vice Chair

PLEDGE OF ALLEGIANCE by Hernando High School

SCHOOL SPOTLIGHT

ADOPTION OF AGENDA

1. 26-3292 Approval to adopt the agenda dated 9/9/2025.

RESULT: **ADOPTED**
MOVER: Michelle Bonczek
SECONDER: Mark Johnson
AYES: Rodriguez, Johnson, Bonczek, Duval, Hawkins

ELECTED OFFICIALS

No one came forward to speak on this item.

APPROVAL OF THE MINUTES

2. **26-3293** Approval of the Minutes from the Workshop and Regular School Board Meeting of 8/26/2025.

Attachments: 08-26-25 Workshop Minutes with links DRAFT
08-26-25 Regular Minutes with links DRAFT

RESULT: **ADOPTED**
MOVER: Michelle Bonczek
SECONDER: Mark Johnson
AYES: Rodriguez, Johnson, Bonczek, Duval, Hawkins

PUBLIC HEARING ITEMS (WHITE SPEAKER FORMS)

3. **26-3243** Public Hearing and Final Approval of the 2026-2027 Magnet Program Procedures. This Item Received Tentative Approval at the August 12, 2025, Board Workshop.

Attachments: 2026-2027 Outline of Revisions
2026-2027 Magnet Program Procedures Strikethrough Copy
2026-2027 Magnet Program Procedures Clean Copy
Budget Sheet

RESULT: **ADOPTED**
MOVER: Mark Johnson
SECONDER: Susan Duval
AYES: Rodriguez, Johnson, Bonczek, Duval, Hawkins

No one came forward to speak on this item.

4. **26-3244** Public Hearing and Final Approval of the 2026-2027 Controlled Choice Plan. This Item Received Tentative Approval at the August 12, 2025, Board Workshop.

Attachments: 2026-2027 Controlled Choice Plan Outline of Revisions
2026-2027 Controlled Choice Plan -Strikethrough Post Workshop Corrections
2026-2027 Controlled Choice Plan Post Worshop Clean Copy
Budget Sheet

RESULT: **ADOPTED**
MOVER: Susan Duval
SECONDER: Michelle Bonczek
AYES: Rodriguez, Johnson, Bonczek, Duval, Hawkins

No one came forward to speak on this item.

CITIZEN INPUT ON AGENDA ITEMS (GREEN SPEAKER FORMS)

5. **26-3294** Citizen Input on agenda items (Green Form)

Attachments: Citizen Input Speaker Green Form 031424 ACC

No one came forward to speak on this item.

ADOPTION OF CONSENT AGENDA (Item # 6-20)

Ms. Duval stated that there were some mistakes on the new field trip packets but she is not going to pull them.

RESULT: **APPROVED THE CONSENT AGENDA**
MOVER: Susan Duval
SECONDER: Mark Johnson
AYES: Rodriguez, Johnson, Bonczek, Duval, Hawkins

Personnel Recommendations

6. **26-3278** Approval of the Personnel Recommendations

Attachments: 25-26 BOARD AGENDA SEPT 9TH
9-9-25 CORE OOF & Non-Core OOF updated
2026 Inst. Supplements & Differentiated Pay for 9-9-25
2026 Noninst., PTS & Adm. Supplements for 9-9-25

All Other Teaching & Learning Agenda Items

7. **26-3261** Approval of the 2025-2026 NEFEC Professional Learning Catalog

Attachments: Changes for 2025 2026
Budget Sheet Sept 2021 Revised NO Financial Impact ACC - Copy

8. **26-3262** Approval and Permission to Post the 2025-2026 State Uniform Assessment Calendar

Attachments: K12UniformAssessmentCalendar 2025 26
Uniform Calendar Testing Times 2025 26
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

9. **26-3264** Approve the Overnight Field Trip for F.W. Springstead High School Students to Attend the Stetson University Choral Festival from October 2, 2025 through October 4, 2025, in Deland, Florida.

Attachments: Leave of Absence Form - Stetson University Choral Festival
Budget Sheet - Stetson University Choral Festival

10. **26-3275** Approve the Out of State Field Trip for F.W. Springstead High School Students to Visit the United States Pentagon and Learn about the United States Government in Washington, D.C. from October 15, 2025 through October 18, 2025.

Attachments: Leave of Absence Forms - SHS AFJROTC Washington D.C. Field Trip
Budget Sheet - AFJROTC Washington D.C. Field Trip

***11.** **26-3280** Approve an overnight trip for Central High School's Volleyball team to Wesley Chapel, FL, for the Florida Gem Volleyball Tournament, on September 11 -13, 2025.

Attachments: CHS Budget Sheet 090925 REVISED

All Other Business Services Agenda Items

***12.** **26-3284** Approve the Superintendent's Annual Financial Report for the Fiscal Year Ended June 30, 2025 (2024-2025 Fiscal Year)

Attachments: ESE348 agenda 09-09-25
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

All Other Support Operations Agenda Items

13. **26-3217** Approve the Final Acceptance/Closeout to the agreement with The A. D. Morgan Corporation for Construction Manager Services for the New Air Rifle Range for Central High School ROTC using donated funds.

Attachments: 26-3217 AIA_G704_Cert of Substantial Completion
26-3217 OEF 209 Cert of Final Inspection
26-3217 AIA G701-2017 Final Change Order
26-3217 PAY APP #11 Final Payment
26-3217 Final Release of Lien
26-3217 Budget Sheet NO Financial Impact

All Other Purchase Order/Bid Agenda Items

14. **26-3191** Approve the renewal of the service agreement with Pitney Bowes and authorize the issuance of a Purchase Order in the amount of $5,500.00 for the 2025-2026 school year.

Attachments: Pitney Bowes - Renewal
26-600-09 PB Mail Processing Equipment (08-12-25)
Affidavit Regarding the Use of Coercian for Labor Services updated (FOR SIGNATURE) - PB Signed
HCSB Addendum to Agreement - Pitney Bowes (FOR SIGNATURE) - PB Signed
Affidavit - Foreign Country of Concern (PUR 1355) updated (FOR SIGNATURE) - PB Signed
Budget Sheet - Pitney Bowes

15. **26-3235** Approve the 2025-2028 Dual Enrollment (DE) Articulation Agreement Between Embry-Riddle Aeronautical University (ERAU) and the Hernando County School Board and Issuance of Purchase Orders for an Estimated Annual Amount of $4,851.00

Attachments: 2025 2028 ERAU DE Agreement
Budget Sheet ERAU

16. **26-3253** Approve the piggyback of OMNIA Partners, Region 4 Education Service Center (ESC), Contract No. R240901: HVAC Solutions, Related Products & Services, awarded to Daikin Applied Americas, Inc. and authorize the purchase of goods and services for an estimated annual spending of $200,000.00.

Attachments: 26-910-17 PB HVAC Solutions (09-09-25)
Daiken Budget Sheet 2025-2026

17. **26-3256** Approve the Piggyback of OMNIA Partners, Contract No. 23-6692-04: Technology Product Solutions and Related Services, awarded to Iron Bow Technologies and approve expenditures for an estimated annual amount of $250,000.00 as funding becomes available.

Attachments: IronBow 26-257-14 PB Omnia partner Agenda 09-09-25
Ironbow budget sheet 2025

18. **26-3265** Approval to Purchase Equipment and Curriculum from Realityworks, Inc. for Career and Technical Education Programs and Authorize Purchase Orders in an Estimated Amount of $300,000.00

Attachments: Realityworks Quote 182618
Budget Sheet Realityworks

19. **26-3266** Approve the renewal of the piggyback of Northeast Florida Education Consortium (NEFEC) through Putnam County School District, RFP No. 54-331-2503: Disaster Recovery and Remediation/Debris Monitoring, awarded to Belfor USA Group, Inc. and authorize the purchase of goods and services for an estimated annual amount of $250,000.00.

Attachments: 26-3266 Disaster Recovery 25-919-28 PB RN
26-3266 Budget Sheet 25-919-28 PB RN

20. **26-3277** Approve a purchase order to FDLE in the amount of $125,480.00.

Attachments: AHCA Clearinghouse FAQs
Budget Sheet FDLE

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK SPEAKER FORMS)

21. **26-3295** Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Attachments: Citizen Input Speaker Pink Form 031424 ACC

Kristin Ottinger read the instructions for this item. The following citizens came forward to speak: April Kelly, Beverly Coe, and Jackalynne Burns.

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

ADJOURNMENT

The Meeting adjourned at 6:32 P.M.

Superintendent **Board Chair**

Agenda Item # 5. 26-3308 9/23/2025

Title and Board Action Requested
Approve Proclamation No. P26-001, Proclaim the First Two (2) Weeks of October as Disability History and Awareness Weeks.

Executive Summary
The Director of Exceptional Student Education, on behalf of the Superintendent of Schools, hereby requests the Board recognize the first two (2) weeks of October 2025 as Disability History and Awareness Weeks as declared by the Florida Legislature. As signed into law in 2008, the Florida Statutes sets-out Section 1003.4205, entitled "Disability History and Awareness Instruction."

To celebrate and recognize Disability History and Awareness, school districts may provide instruction for students in all public schools that expands their knowledge, understanding, and awareness of individuals with disabilities, the history of disability, and the disability rights movement.

HB 447 adds instructional topics to s. 1003.4205 F.S., for districts that participate in disability history awareness instruction. Instruction must include the following:

- Conversations on bullying for kindergarten through grade 3. Such conversations may address what students should do if they are bullied, what they should do if they see someone being bullied, why bullying is not the victim's fault, what different types of bullying look like, the possibility that a friend could be a bully or the school's antibullying policy.
- Activities to teach about physical disabilities for kindergarten through grade 3.

1 Information about autism spectrum disorder for students in grades 4 through 6.
2 Information about hearing impairments for students in grades 7 through 9.
3 Information on the different types of learning and intellectual disabilities for students in grades 10 through 12.

My Contact
Anna Jensen, Director
Exceptional Student Education
352-797-7022

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.

HERNANDO SCHOOL DISTRICT

Proclamation No. P26-001
Disability History and Awareness Weeks
October 2025

WHEREAS, *Disability History and Awareness Weeks were created to highlight the efforts, and important contributions and achievements of individuals with disabilities and recognized by the Florida Legislature under the Florida Statutes Section 1003.4205; and*

WHEREAS, *Florida continues to foster economic growth through the development of a talented and diverse labor force, and the active and meaningful participation of individuals with disabilities as students, parents, employees, employers and policy-makers is essential to providing equal opportunity to all Floridians; and*

WHEREAS, *hundreds of thousands of students with unique abilities are enrolled in the Pk-12 Education System, and over tens of thousands of students with unique abilities enrolled in the Florida College System and the State University System; and*

WHEREAS, *the Division of Career and Adult Education enrolled thousands of adults with unique abilities in Adult General Education and Postsecondary Career and Technical Education programs and over 100,000 students with disabilities in Secondary Career and Technical Education programs; and*

WHEREAS, *the Florida Division of Vocational Rehabilitation helps individuals with unique abilities become part of America's workforce, and serves and assists Floridians with finding or keeping jobs; and*

WHEREAS, *The Florida Division of Blind Services (DBS) is dedicated to ensuring that Floridians who are blind or visually impaired have the tools, support and opportunity to achieve success, and helps individuals achieve successful employment outcomes in becoming more successful in school, community and work; and*

WHEREAS, *the Florida Youth Council, a group of youth and emerging leaders with disabilities that advocated for the creation of Disability History and Awareness Weeks, remains dedicated to ensuring that all youth within the state of Florida are empowered to realize their potential, and are educated regarding the history of individuals with disabilities and the positive examples represented by their valuable contributions to their communities; and*

WHEREAS, *it is important to continue encouraging individuals with disabilities to realize their abilities in their education, employment and communities, and reaffirm our commitment to the full inclusion of and equal opportunity for all individuals with disabilities;*

NOW, THEREFORE BE IT RESOLVED *that the Hernando County School District is pleased to commemorate the first 2 weeks in October 2025 as "Disability History and Awareness Weeks" and encourages Hernando County teachers to bring disability awareness and instruction to their students.*

Adopted at the regular meeting session of the Hernando County School Board
On this 23rd day of September, 2025.

_____ _____

Shannon Rodriguez, Board Chairperson *Ray Pinder, Superintendent*

The Florida Senate

2024 Florida Statutes (Including 2025C)

Title XLVIII EARLY LEARNING-20 EDUCATION CODE	Chapter 1003 PUBLIC K-12 EDUCATION Entire Chapter	**SECTION 4205** **Disability history and awareness instruction.**

1003.4205 Disability history and awareness instruction.—

(1) Each district school board may provide disability history and awareness instruction in all K-12 public schools in the district during the first 2 weeks in October each year. The district school board shall designate these 2 weeks as "Disability History and Awareness Weeks."

(2)(a) During this 2-week period, students may be provided intensive instruction to expand their knowledge, understanding, and awareness of individuals with disabilities, the history of disability, and the disability rights movement. Disability history may include the events and timelines of the development and evolution of services to, and the civil rights of, individuals with disabilities. Disability history may also include the contributions of specific individuals with disabilities, including the contributions of acknowledged national leaders.

(b) The instruction may be integrated into the existing school curriculum in ways including, but not limited to, supplementing lesson plans, holding school assemblies, or providing other school-related activities. The instruction may be delivered by qualified school personnel or by knowledgeable guest speakers, with a particular focus on including individuals with disabilities.

(3) The goals of disability history and awareness instruction include:

(a) Better treatment for individuals with disabilities, especially for youth in school, and increased attention to preventing the bullying or harassment of students with disabilities.

(b) Encouragement to individuals with disabilities to develop increased self-esteem, resulting in more individuals with disabilities gaining pride in being an individual with a disability, obtaining postsecondary education, entering the workforce, and contributing to their communities.

(c) Reaffirmation of the local, state, and federal commitment to the full inclusion in society of, and the equal opportunity for, all individuals with disabilities.

History.—s. 1, ch. 2008-156.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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CHAPTER 2025-49

Committee Substitute for House Bill No. 447

An act relating to disability history and awareness instruction; providing a short title; amending s. 1003.4205, F.S.; requiring that disability history and awareness instruction include specified material; authorizing the Department of Education to consult with a specified entity to further develop certain material; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as the "Evin B. Hartsell Act."

Section 2. Paragraph (a) of subsection (2) of section 1003.4205, Florida Statutes, is amended to read:

1003.4205 Disability history and awareness instruction.—

(2)(a) During this 2-week period, students may be provided intensive instruction to expand their knowledge, understanding, and awareness of individuals with disabilities, the history of disability, and the disability rights movement. Disability history may include the events and timelines of the development and evolution of services to, and the civil rights of, individuals with disabilities. Disability history may also include the contributions of specific individuals with disabilities, including the contributions of acknowledged national leaders. The instruction must include the following material:

1. For kindergarten through grade 3:

a. Conversations on bullying. Such conversations may address what students should do if they are being bullied; what they should do if they see someone being bullied; why bullying is not the victim's fault; what different types of bullying look like; the possibility that a friend could be a bully; or the school's antibullying policy.

b. Activities to teach about physical disabilities.

2. For grades 4 through 6, information about autism spectrum disorder.

3. For grades 7 through 9, information about hearing impairments.

4. For grades 10 through 12, information on different types of learning and intellectual disabilities.

The Department of Education may consult with the Evin B. Hartsell Foundation to further develop the material required under subparagraphs 1.-4.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor May 20, 2025.

Filed in Office Secretary of State May 20, 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****

Agenda Item # 6. 26-3307 9/23/2025

Title and Board Action Requested
Public Hearing and Final Approval of the Amendments to the 2025-2026 Student Progression Plan and School Procedures Handbook, that received tentative approval at the August 26, 2025 Workshop

Executive Summary
The Directors of Elementary and Secondary Programs, on behalf of the Superintendent of Schools, hereby requests the Board final approval of the amendments to the 2025-2026 Student Progression Plan and School Procedures Handbook. Florida Statute 1008.25 requires each district school board to establish a comprehensive plan for student progression. District and school personnel collaborated to complete the annual review and revisions based on new legislation, policies and practices in the school building. The Handbook will provide guidance regarding student progression and ensure consistent and effective practices at the school sites.

My Contact
Tiffany Howard
Director of Elementary Programs'352-797-7000 ext. 70433
howard_t@hcsb.k12.fl.us

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

2023-28 Strategic Focus Area
Priority 1: Student Success

Financial Impact
See attached budget sheet.

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

Page #	Edit	Summary
72-73	Concordant Test Scores	Updated to July 2025 changes in Concordant Scores
77	Remove Language	Certificate no longer an option
78-79	Remove Language	Certificate no longer an option
82	Remove Language	Certificate no longer an option and students cannot participate in the ceremony
85	Update fees	Updated Beta Club fees

HERNANDO COUNTY SCHOOL DISTRICT
STUDENT PROGRESSION PLAN
and
SCHOOL PROCEDURES HANDBOOK

Entry, Promotion, Retention and Graduation
Grades VPK/Pre-K – 12

Effective August 11th, 2025

HERNANDO SCHOOL DISTRICT

Learn it. Love it. Live it.

School Board:
Shannon Rodriguez, Chairperson
Mark Johnson, Vice Chairperson
Susan Duval, Board Member
Michelle Bonczek, Board Member
Kayce Hawkins, Board Member

Ray Pinder
Superintendent
Hernando County School District

Vision:

To inspire and support the pursuit of individual greatness.

Mission:

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

Guiding Principles:

We believe:

- ✓ Education is the foundation for a better future.
- ✓ Family and community involvement are critical to a high quality educational system.
- ✓ Diverse individuals, ideas, talents, and learning styles strengthen our communities.
- ✓ All stakeholders share in the responsibility and decision-making as part of supporting student success and school improvement.
- ✓ Individuals and organizations are accountable for their behaviors and actions.
- ✓ Commitment to teaching methodologies that foster student engagement, critical thinking, and content mastery will prepare all students to graduate ready for work and postsecondary education.
- ✓ Shared purpose, collaboration, commitment to continuous improvement, and an innovative spirit are essential in effective teaching cultures.
- ✓ Safe, caring environments are essential for learning and the well-being of all students.
- ✓ High expectations and recognition empower individuals and lead to improved performance.
- ✓ Aligned expectations and policies that reflect best business practices are essential for success.

STUDENT PROGRESSION PLANS

The purpose of the Student Progression Plan is to inform school personnel, parents, students, and other interested citizens of the Hernando County School District (District) of the rules and administrative procedures required to implement State and local student progression requirements. Each student's progression from one grade to another will be determined, in part, upon satisfactory performance in English Language Arts, social studies, science, and mathematics. It is the responsibility of the School Board and District Administration to provide students with effective instructional and academic support programs that monitor progress, promote continuous achievement, and make provisions for individual differences. [Florida Statute § 1008.25 (1)]

The District is committed to the implementation of a Problem Solving/Response to Intervention (PS/RtI) framework also known as Multi-tiered Systems of Support (MTSS) to integrate/align efforts to improve educational outcomes and meet the academic/behavioral needs of all students. The District will provide high quality instruction/intervention matched to student needs and use learning rate and level of performance to make informed instructional decisions, including decisions regarding promotion, acceleration, academic support, and retention. Response to Intervention is a "data-based decision making process" applied to education. A four step problem-solving method and the systematic use of assessment data, at the District, school, grade, class, and individual level will guide decisions about the allocation of resources and intensity of instruction/intervention needed to improve learning and/or behavior [State Board of Education Rule 6A-6.03018; 34 C.F.R. Florida Statute §300.307 (a)(2); School Board Policy 2210, 5410, & 5410.01].

The principal of a school is responsible for making and maintaining required records and reports and providing leadership for instruction that meets the needs of all students (Florida Statute § 1001.54; Florida Statute § 1012.28). Teachers are responsible for providing effective instruction, embedded academic support, and documenting students' mastery of the above Standards.

The District incorporates the Next Generation Sunshine State Standards/B.E.S.T. Standards or Core Content Connectors found in this School District Student Progression Plan [State Board of Education Rule. 6A-1.09401(2)].

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate and prohibits any and all forms of discrimination and harassment based on race, color, ethnicity, religion, national origin, sex, age, gender, marital status, disability, genetic information, lack of English language skills or other basis prohibited by law in any of its programs, services, activities or employment practices.

For questions regarding equity within the school system, please contact
Matt Goldrick
by email (goldrick_m@hcsb.k12.fl.us),
phone (352-797-7000), or
mail (919 N. Broad St. Brooksville, FL 34601)

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I. ENTRY AND ATTENDANCE REQUIREMENTS

A. INITIAL ENTRY REQUIREMENTS

It is the responsibility of parents/guardians of students entering Hernando County public schools for the first time to present the following **at the time of registration**:

1. A valid birth certificate or other documentation of birth (Florida Statute § 1003.21); **Florida Statute §1003.21(4)**

   Before admitting a child to kindergarten, the principal shall require evidence that the child has attained the age at which he or she should be admitted in accordance with the provisions of subparagraph (1)(a)2. The School District Superintendent may require evidence of the age of any child whom he or she believes to be within the limits of compulsory attendance as provided for by law. If the first prescribed evidence is not available, the next evidence obtainable in the order set forth below shall be accepted:

   (a) A duly attested transcript of the child's birth record filed according to law with a public officer charged with the duty of recording births;

   (b) A duly attested transcript of a certificate of baptism showing the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by the parent;

   (c) An insurance policy on the child's life that has been in force for at least 2 years;

   (d) A bona fide contemporary religious record of the child's birth accompanied by an affidavit sworn to by the parent;

   (e) A passport or certificate of arrival in the United States showing the age of the child;*

   (f) A transcript of record of age shown in the child's school record of at least 4 years prior to application, stating date of birth; or

   (g) If none of these evidences can be produced, an affidavit of age sworn to by the parent, accompanied by a certificate of age signed by a public health officer or by a public school physician, or, if these are not available in the county, by a licensed practicing physician designated by the School District School Board, which states that the health officer or physician has examined the child and believes that the age as stated in the affidavit is substantially correct. Children and youths who are experiencing homelessness and children who are known to the department, as defined in s.39.0016, shall be given temporary exemption from this section for 30 school days.

   * Please note that if a passport is offered for verification of birth, it may not be duplicated for placement in the cumulative folder.

2. Certification of a physical/health examination to be submitted at the time of registration (Florida Statute § 1003.22; School Board Policy 2210; recommended form: DH 3040– Refer to *Health Requirements.*).
3. Proof of residence- For a student assigned to a school based on the student's residence under School Board Policy 5120, parent(s)/guardian(s) **must** provide proof of residence to show that the student resides within the boundary of the school to which he/she is applying by presenting documentation, such as lease, mortgage or utility bill.
4. A certificate of immunization (Florida Statute § 1003.22). Students will not be admitted into class without proof of immunization.
5. **It is not the role of the school system to adjudicate parental disputes on questions of legal custody. School personnel will assume that the enrolling parent has legal custody of a child. Any parent(s)/guardian(s) seeking to restrict or modify the other parent's access to a student or that student's educational records must provide a certified court order supporting such restriction. Individual situations and all questions regarding the status or guardianship will be submitted to Board Counsel for final determination.**

Students who are without a fixed, regular and adequate nighttime residence are considered as children and youths who are experiencing homelessness [Florida Statute § 1003.01 (12); State Board of Education Rule 6A-6.063411 (1) (s)]. According to the McKinney- Vento Act, [Section 725) 42 U.S.C.A. Section 11432 (g) (3) (A)-(C)], homeless students are to be immediately enrolled in the school the local education agency (LEA) determines to meet the "best interest" of the child. Homeless children must be admitted to the school where they or their families reside [Florida Statute §1003.21(1)(f)]. Arrangements are to be made for immunization, transportation and all other school services. Appropriate student school and grade level placement as well as completion of required immunization and physical examination shall occur within 30 days of enrollment (School Board Policy 5111.01). A student who is emancipated and provides sufficient documentation to the principal is not required to live in a residence with an adult authority as a condition of admission to school.

A School District of Hernando County *Emergency Contact form* (SO-SS-031) must be completed at the beginning of each school year by the student's parent(s)/guardian(s). School personnel are strictly prohibited from requesting/requiring documentation of the immigration status of students and families. **It is the responsibility of the parent(s)/ guardian(s) to notify the school, in writing, promptly of any change of a student's address and/or phone numbers.** It is vital that this information be available to the school personnel in the event of a student becomes suddenly ill or involved in an emergency situation. Parent(s)/guardian(s) are requested to designate emergency contact person(s) who will pick up their student if the need ever arises. The name and phone numbers of the emergency contact person(s) must be included on the Emergency Information Card.

B. HEALTH REQUIREMENTS

All new students seeking entrance into a public school in Hernando County are required by *Florida Statute* §*1003.22* and School Board Policy 5112 to present, at the time of entry, valid documentation that they have received the required immunizations against the communicable diseases identified by the Hernando County Health Department or provide a *Certificate of Medical Exemption* (temporary or permanent), or a *Certificate of Religious Exemption* based on medical reasons or religious tenets. The *Certificate of Religious Exemption*, DH Form 681 is available only through the Hernando County Health Department. It is not available from private physicians. There is no grace period for any immunizations or physical examination requirements unless the student is eligible under the McKinney-Vento Homeless Education Assistance Act. The required immunizations and dosages for students are as follows:

1. Immunization Requirements for Entry into Grades K through 12

Type	PK	K	1	2	3	4	5	6	7	8	9	10	11	12
DTAP	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Polio*	√	√	√	√	√	√	√	√	√	√	√	√	√	√
MMR*	√	√	√	√	√	√	√	√	√	√	√	√	√	√
HEP B series	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Varicella*	√	√	√	√	√	√	√	√	√	√	√	√		
HIB*	√													
Td/Tdap Booster*									√	√	√	√	√	√

Tdap = tetanus/diphtheria

* Dosage as indicated for age.

One of the following Florida Certification of immunization certificates must be presented to the school at the time of enrollment and prior to attending school except for students experiencing homelessness. NO EXCEPTION IS PERMITTED.

- Documentation of Immunization.....DH Form 680 (July 2010), Part A-1
- Documentation of Temporary Medical Exemption .....DH Form 680, Part B
- Documentation of Permanent Medical Exemption.....DH Form 680, Part C
- Documentation of Religious Medical Exemption.....DH Form 681

No student may attend school before a record of immunization is received

Recommended Adolescent Vaccination

Meningococcal Disease is a serious bacterial infection that can lead to swelling of the lining around the brain and spinal cord. While these infections are rare, bacterial meningitis is highly contagious. According to the Centers for Disease Control (CDC), of those adolescents who become infected, 10% will die and 15% will have long-term problems as a result of the infection. Meningococcal conjugate vaccine (MCV4) provides protection against these infections. The CDC recommends that 11 – 12 year-olds receive a single shot of this vaccine during their routine physician visit. If your teenager missed getting the vaccine at his/her check-up, ask the doctor or health department about getting it now.

The Florida *Certification of Immunization* that includes temporary and permanent medical exemption sections is available from either private physicians or the Hernando County Health Department:

300 South Main St.
Brooksville, FL 34601
(352) 540-6800

7551 Forest Oaks Blvd.
Spring Hill, FL 34606
(352) 540-6800

2. Physical/Health Examination - All new students seeking entrance into a public school in Hernando County are required by *Florida Statute* § *1003.22* and School Board policy to present, at the time of entry, valid documentation that they have received a health examination performed within one (1) year prior to enrollment.

EXPLANATION OF PHYSICAL EXAMINATION REQUIREMENTS

STUDENTS	PHYSICAL EXAMINATION
Hernando County	Required for Pre-K, Kindergarten and 7th grade
Transfers within Hernando County (including private schools)	Review DH Form 3040 and DH Form 680 for documentation.
Transfers within Florida	Required for Kindergarten Review and file DH Form 3040 and DH Form 680 in the cumulative folder for documentation.
Transfers from another state or country	Required for all grades Physicals presented on forms from another state are acceptable if they include all components covered on DH Form 3040.** **Must** have been performed within one year of enrollment unless exempt based on a written request for religious reasons.
Homeless students may receive a temporary 30-day exemption.	

**DH Form 3040 - *State of Florida Health Examination Form*

3. Health Consent Form - House Bill 1557 Parental Rights in Education states " At the beginning of the school year, each school district shall notify parents of each healthcare service offered at their student's school and the option to withhold consent or decline any specific service.

C. MINIMUM AND MAXIMUM AGE LIMIT

1. VPK Age Entry- Entering VPK students must attain the age of 4 on or before September 1 of the school year for which entry is sought.
2. Kindergarten Age Entry **-** Entering kindergarten students **must** attain the age of 5 on or before September 1 of the school year for which entry is sought. [Florida Statute §1003.21 (1) (a) 2. Every elementary school provides opportunity for early registration beginning on April 1st, tours and resources for students entering kindergarten.

3. First Grade Age Entry **-** Entering first grade students must attain the age of 6 on or before September 1st of the school year for which entry is sought. [Florida Statute §1003.21 and Hernando County School Board Policy 5111]. The following requirements will apply.
   a. Previous enrollment and attendance in a Florida public school;
   b. Satisfactory completion of kindergarten requirements in a non-public school; or
   c. Previous attendance in an out-of-state school in which he/she was admitted on the basis of age requirement established by the state of residency.

3. Student Age 16 - A student who attains age sixteen (16) during the school year is not subject to compulsory school attendance beyond the date upon which he/she attains that age if the student files a formal declaration (SO-SS-048) of intent to terminate school enrollment with the School District . The declaration must acknowledge that terminating school enrollment is likely to reduce the student's earning potential and must be signed by the exiting student and the student's parent/guardian. The School District must notify the student's parent of receipt of the student's declaration of intent to terminate school enrollment [Florida Statute §1003.21 (1)(c)]. **The student's certified school counselor or other school personnel must conduct an exit interview with the student to determine the reasons for the student's decision to terminate school enrollment and the actions that could be taken to keep the student in school.** The student must be informed of opportunities to continue his or her education in a different environment, including but not limited to, adult education and GED test preparation. Additionally, the student must complete a survey in a format prescribed by the Department of Education to provide data on student reasons for terminating enrollment and actions taken by schools to keep students enrolled [Florida Statute § 1003.21 (c)].

4. Student Age 18 - A student who attains age eighteen (18) during the school year is not subject to compulsory school attendance beyond the date on which he/she attains that age, provided that the student files the required Declaration of Intent to Terminate Enrollment (District form SO-SS-020).

5. Exceptional Student Education (ESE) Eligible Students - Exceptional Student Education (ESE) Eligible Students (State Board of Education Rule 6A-6.03028 (1) F.A.C- A student with a disability shall be considered to be "in a continuous study program" when that student's Individualized Education Program (IEP) requires continued services by the School District.

   Graduation with a standard diploma, regardless of age, constitutes cessation of Free and Appropriate Public Education (FAPE) and a change in placement, requiring prior written notice.

Students with disabilities continue to be eligible for FAPE through the end of the day on which the student turns age twenty-two (22) if they have not earned a standard diploma, even if they have earned a General Education Development (GED) credential (Title 34, Code of Federal Regulations (CFR) Section, 300.102 (a) (3) (iv)

6. Students with an Active Section 504 Plan (Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104) - Students with a Section 504 Accommodation Plan must be "of school age" to continue receiving elementary and secondary educational services under Section 504. **The Section 504 team must review the plan annually.**

7. Compulsory Attendance Age - Each parent or legal guardian of a child within the compulsory attendance age is responsible for the child's school attendance as required by law. (Florida Statute § 1003.24; School Board Policy 5200). Except as provided in Florida Statute § 1003.24 and State Board of Education Rule 6A-1.09513, all students are expected to attend school regularly and to be on time for classes in order to benefit from the instructional program and to develop habits of punctuality, self-discipline and responsibility (Florida Statute § 1003.21).

Any further exception to this maximum age provision shall be made by the Superintendent on the recommendation of the principal of the high school involved, or the Director of Exceptional Student Education in the case of an exceptional child.

D. GENERAL TRANSFER INFORMATION (State Board of Education Rule 6A-1.09941).

Parents of public-school students may seek whatever public educational choice options that are applicable and available to students in their school districts. These options may include virtual instruction programs, charter, magnet schools, alternative schools, special programs, Advanced International Certificate of Education, Advanced Placement, Dual Enrollment, International Baccalaureate, Opportunity Scholarship and McKay Scholarship, etc. (Florida Statute § 1002.20) Parents who wish for their child to attend a school other than their zoned school must follow the district's Choice Plan which is available online.

All students who have been approved for a transfer to another school outside of their attendance zone are required to complete a withdrawal form. The school initiating the transfer must complete the form indicating that all obligations were met. The receiving school will not accept transfers without the proper documentation. The parents of students being bused for desegregation purposes may put a request in writing to the Exceptional Student Support Services Department objecting to busing. When a parent makes such a request in writing, that student shall attend his/her zoned school. A student that is found to be attending a school other than the zoned school without permission will be required to return to their zoned school immediately unless an extension is granted by the principal. In any case, the extension cannot exceed the current grading period.

Note: Students participating in sports will need to refer to the Athletic Handbook for more details

1. Kindergarten and First Grade Students - A child who transfers from another state shall be admitted under the same age requirements as established in the state where he/she previously resided. Grade placement should be based on transcripts and/or academic history. Absent academic records, student will be placed age-appropriately.

2. Students-Grades 2-5 - A student in grades 2-5 who transfers from any other public or private school in the United States or a foreign country is placed in comparable classes, and all records from the

previous school are accepted. Grade placement should be based on transcripts and/or academic history. Absent academic records, students will be placed age-appropriately.

Third grade students who transfer from any public or private school in the United States or a foreign country after the current year's statewide, standardized English Language Arts assessment administration must show good cause for promotion prior to being promoted to fourth grade (refer to the explanation for good cause exemption from mandatory retention for reading at grade 3) [Florida Statute §1008.25]. If the transfer occurs after the current school year, and there is proof of promotion (report card) from the previous school, the student may be promoted based on this information.

3. English Language Learners (ELL) Students (State Board of Education Rules 6A-6.0900-6.09091 and 6A-6.0905) A transferring ELL student will be identified and assessed to determine eligibility for services in accordance with State Board of Education Rule 6A-6.0902 (1) and (2).

   Out-of-Country Students-Interpreting Educational Records: In those instances where school site personnel, in collaboration with the school's assigned ESOL Lead Teacher, are unable to interpret a transcript from a foreign country, the Director(s) of Curriculum and/or Director of Federal Programs, or the Supervisor of School Counselors and/or Director of Federal Programs will provide a detailed interpretation, translation, and conversion of coursework taken at each grade level in the foreign country, along with the equivalent grade earned in each subject area. However, the student's enrollment in school shall not be delayed longer than 5 days while the records are being evaluated. [State Board Education Rule 6A-6-6.0902 (3) (b)]. Parental input regarding educational background should be taken into consideration especially when transcripts, records or report cards are not readily available. Placement based on age either because of lack of information about prior schooling (no transcript or report card) or prior schooling does not meet grade level requirements will result in an ELL Committee meeting. An administrator or administrator's designee must be part of the English Language Learners committee making the placement decision.

   Parents have the right to have their child immediately removed from a language instruction educational program and to decline to enroll the student in such a program or choose other instructional options, if available. A "language instruction program" means an instructional course (ex: Supplemental Title III Extended Day/Year programs or Developmental Language Arts Through ESOL/English Language Development courses) in which an ELL is placed for the purposes of developing and attaining English proficiency and which may make instructional use of both English and a child's heritage language (State Board Rule 6A-6.0902).

   ELL students are scheduled into courses that fulfill graduation requirements based on the School District Student Progression Plan, and on completed academic coursework, regardless of the language in which the coursework was done.

   School Board policy provides flexibility to school staff in making academic placement decisions on behalf of students and parents. Parents/guardians may appeal academic placement decisions to the principal.

4. Students with an Active Section 504 Plan (Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104) - A transferring student with an active Section 504 Accommodation Plan is a student who was previously enrolled in any other school or agency with an active Section 504

Accommodation Plan and who is enrolling in a Florida School District. Upon notification that a transferring student has an active Section 504 Accommodation Plan, the receiving school **must** review and revise, as necessary, the existing active Section 504 Accommodation Plan.

A Section 504 Team must meet annually to determine if an otherwise qualified student's mental and/or physical impairment substantially limits one or more of the student's major life activities. Examples of major life activities include learning, walking, seeing, hearing, speaking, and/or breathing. A student need only be substantially limited in one major life activity to qualify for Section 504 eligibility.

5. Exceptional Student Education Eligible Students (ESE) - (State Board of Education Rule 6A-6.0334) - A transferring ESE-eligible student is a student who was previously enrolled as an ESE- eligible student in any other school or agency and who is enrolling in a Florida School District, or in an educational program operated by the ESE Department through grants or contractual agreements.

   The IEP Team will determine whether the kindergarten screening tool is appropriate for transferring ESE-eligible kindergartners.

   For each ESE-eligible student who transfers to a new Florida school district and enrolls in a new school, who had an Individualized Education Program (IEP) or Educational Plan (EP) that was in effect in a previous Florida School District, the new Florida School District, in consultation with the parents, must provide a FAPE to the student, as follows:

   An ESE-eligible student with a disability who is transferring from one Florida public school district to the Hernando County School District who has a current IEP, or Education Plan (EP) for gifted students, will be placed in the least restrictive appropriate educational program(s) consistent with the plan and state education standards. The receiving school **must** review and may revise the current IEP/EP as necessary.

   An ESE eligible student who is transferring from an out of state public school who has a current IEP ~~a~~nd evaluation data necessary to determine that the student meets Florida's eligibility criteria for special programs may be determined eligible and have an IEP developed for services in the appropriate educational program. If a student with an EP transfers to a Florida school district and enrolls in a new school within the same school year, the new Florida school district (in consultation with the parents or legal guardians) must provide the student with services comparable to those described in the student's gifted plan from the previous school district, until the new Florida school district develops, adopts and implements of Rule 6A-6.030191, F.A.C. Students who transfer with gifted eligibility from another state do not need to meet the requirements of Rule 6A-6.03019, F.A.C. for continued services.

   (a) The new school district is not required to obtain parental consent for the initial provision of services for transferring gifted students determined eligible for services in Florida under this rule.
   (b) For the purposes of this rule, a gifted plan could include documentation from the previous school district in another state that the student was determined eligible for gifted services in accordance with the applicable requirements of that district or state and was receiving gifted services.

   An ESE eligible student who is transferring from out of state and does not have the evaluation data

necessary to determine that the student meets Florida eligibility criteria for special programs will have an IEP development for services in the appropriate educational program(s) and be referred for initial evaluation to gather the data needed to determine eligibility.

6. International Exchange Students (School Board Policy 5114) - For the purpose of the cultural experience, Foreign Exchange students may be enrolled in HCSD, but are NOT eligible for diploma options. Each high school **may** accept up to **one-half of one percent (.5 of 1%)** of its total student population as foreign exchange students each year on a first come, first served basis. It is recommended that different countries be represented.
Foreign Exchange students must be sponsored by an accredited foreign exchange visitor agency which has been recognized and approved by the United States Information Agency (USIA) and the Council on Standards of International Travel (CSIET). In addition, the sponsoring organization must receive school enrollment authorization for placements each year prior to contacting potential host families - and follow school policy.

   Out-of-county transfers will not be accepted unless the host family has relocated into Hernando County. Schools will accept in-district foreign exchange transfers following the district's transfer procedure. The principal or principal's designee will be responsible for ensuring that the student complies with School Board Policy 5114. **Rules regarding educational choice and schools over capacity also apply to foreign exchange students.**
   Note: Eligible foreign exchange students will be placed in grades 10 or 11 only. The duration of time will be for one year only. Foreign exchange students are not eligible for a HCSD high school diploma.

   a. All Foreign Exchange students must meet the following eligibility requirements:
      i. Have not received a terminal degree from a high school.
      ii. Be at least 15 years of age on the date of enrollment and not older than 18 ½, which is the maximum age specified in Council on Standards for International Educational Travel (CSIET) policy. A passport or visa is required for verification of birth and J-1 visitor status.
      iii. Have the required passport for verification of birth and J-1 visitor status.
      iv. Have sufficient command of the English language to enable the student to function well in an English-speaking academic and community environment. The student or sponsor must provide a copy of the test records for the State approved Programmatic Assessment showing proficiency in all four domains (reading, writing, listening, and speaking). In the event that tutoring/ESL help is needed, the organization will make arrangements and ensure that the student accepts financial responsibility for it. (Foreign exchange students will **not** be eligible to receive ESOL services)
      v. Have appropriate medical and accident insurance coverage that meets U.S. Department of State guidelines.

   b. **Procedures for Admission of Foreign Exchange Eligible Students**
      Step 1: The sponsoring organization must apply for and obtain written approval from the district office for admission of the students by July 1st for a full academic year of study or by November 15th for second semester participation. The application shall include:
         1. District application Form
         2. Foreign Exchange Student Organization Agreement Form

3. Proof that the Organization has "Full Listing" status on the most current CSIET Advisory List
4. Proof of J-1 Exchange Visa
5. Proof of birth certificate or passport showing that the student will be at least fifteen (15) years of age but not having attained eighteen and a half (18.5) prior to attending a Hernando County School
6. Proof that the student is proficient in the English language (reading, writing, listening, and speaking) to function in an English-speaking academic environment (test scores)
7. Student's essay in English
8. The student's translated school transcript stating the grades earned in the State of Florida transcript format certified by the student's home school. Include a brief course description which lists the exact title of the subject ("Algebra" – NOT "Mathematics") and describes the focus of the course(s)
9. The student's health record including proof of immunization as required by the district, any medical/physical restrictions and a recent physical exam with proof of required immunizations.
10. An assurance of appropriate medical insurance coverage

Step 2: Following the district office review, the agency representative will be notified no later than July 15th or November 30th respectively. At the time of application, it shall be determined whether the student will be enrolled in Grade 10 or 11. Preferred registration date and elective course choices will accompany the confirmation notice.

Step 3: The host family must make arrangements to enroll the student on the pre-arranged date or prior to the second week of school.

c. **Enrollment, Scheduling and Orientation -** The exchange student, accompanied by a representative of the sponsoring organization and a member of the host family, will meet with the appropriate certified school counselor to enroll the student. An orientation designed to acquaint the student with the school and the rules governing the behavior of all students will be provided by the school staff. The student will be expected to follow school rules and to participate fully in the educational program provided. Since foreign exchange students do not meet all of the graduation requirements of the state of Florida, they are **not** eligible to receive a diploma from a Hernando County school. In the interest of providing a typical American high school program of study, enrollment in the following subjects is recommended:

10th	11th
English II	English III/AICE General Paper
World History	US History
Mathematics	Mathematics
Science	Science
Elective	Elective
Elective	Elective

d. **Suggested Electives** - Fine Arts, World Language, ROTC, Physical Education, Career and Technical Education.

e. **Career and Technical Education** -Students on a J-1 visa will NOT be eligible to participate in any work-study programs.

f. **District/Statewide Assessment -** Foreign Exchange students must participate in all grade level /subject area assessments [Florida Statute § 1008.22 (3)].

g. **Compliance with Policies and Supervision -** Each foreign exchange student is expected to comply with the policies of the Hernando County School District, including the Student Code of Conduct, and with all other legal provisions pertaining to the student. It is the sponsor's responsibility to resolve problems that arise among the student, the host family and/or the school including, if necessary, the changing of the host family or the return of the exchange student to his/her country in the event that any differences cannot be reconciled. The principal or principal's designee will notify Student Services of any suspected neglect of the student on the part of the host family. Student Services will notify the sponsor organization of any non-compliance status.

h. **Financial Support -** School-related expenses are the responsibility of the sponsoring organization or the host family.

i. **Athletic Eligibility -** Students will be governed by the Florida High School Activities Association rules and regulations regarding participation in interscholastic athletic competition. Sponsoring organizations shall not knowingly be a party to seeking out or permitting placements initiated by a host family, a school, a student or his/her parent(s)/guardian(s) or any other interested party based on athletic abilities.

7. Out of State Students - Students who enter a Florida public school in the eleventh or twelfth grade from out of state or from a foreign country shall not be required to spend additional time in a Florida public school in order to meet the high school course requirements if the student has met all requirements of the school district, state, or country from which he or she 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 meet the requirements (Florida Statute §1003.433; Florida Statute § 1003.4282;**http://www.fldoe.org/academics/graduation-requirements/)**

   Third grade students who transfer from any public or private school in the United States or a foreign country after the current year's statewide, standardized English Language Arts assessment administration must show good cause for promotion prior to being promoted to fourth grade (refer to the explanation for good cause exemption from mandatory retention for reading at grade 3) [Florida Statute §1008.25]. If the transfer occurs after the current school year, and there is proof of promotion (report card) from the previous school, the student may be promoted based on this information.

8. Within State Students - The grade or course placement of students transferring from Florida non-public schools or home education programs will be determined by the evaluation of the student's record. Grade placement on the transcript from the sending school must be honored and credits should be interpreted to meet the promotion and graduation of the cohort.

   Third grade students who transfer from any public or private school in the United States or a foreign country after the current year's statewide, standardized English Language Arts assessment administration must show good cause for promotion prior to being promoted to fourth grade (refer to the explanation for good cause exemption from mandatory retention for reading at grade 3) [Florida Statute §1008.25]. If the transfer occurs after the current school year, and there is proof of promotion (report card) from the previous school, the student may be promoted based on this information.

9. Within District Students – The registrar at the receiving school may contact the withdrawing school to release the records for the purpose of facilitating the transfer of students between schools within the district. However, the parent must ensure the return of all materials issued to the student. Materials not returned to the withdrawing school will result in a notice of obligation on the student's record and may prevent the student from participating in extracurricular activities.

   When a Full-Time student withdraws from Hernando eSchool in grades 6-12 to return to a zoned school prior to completing a course, Hernando eSchool will calculate a grade based on all assignments and will send zoned school a form with current grade.

10. Within School Transfer - A parent whose student is assigned an out-of-field teacher may request that his or her child be transferred to an in-field classroom teacher within the school and grade in which the student is currently enrolled. The school district must approve or deny the parent's request and transfer the student to a different classroom teacher within a reasonable period of time, not to exceed 2 weeks, if an in-field teacher for that course or grade level is employed by the school and the transfer does not violate maximum class size pursuant to s. 1003.03 and s. 1, Art. IX of the State Constitution. If a request for transfer is denied, the school must notify the parent and specify the reasons for the denial. This requirement does not provide a parent the right to choose a specific teacher.

11. Military Personnel Dependent Children (Florida Statute § 1003.05) - Students of military families who enter Grade 12 from out-of-state or from a foreign country and provide satisfactory proof of attained scores on an approved alternative assessment that is equivalent to a passing score on the Grade 10 Florida Statewide Assessment (FSA), shall satisfy the assessment requirement for a standard high school diploma. For additional information on the Interstate Compact on Educational Opportunities for Military Children, (http://www.fldoe.org/academics/exceptional-student-edu/military-families) see F.S. 1000.36

E. ATTENDANCE REQUIREMENTS

School attendance is the direct responsibility of the parent(s)/guardian(s) and students. ([Florida Statute §1003.24]; (School Board Policy 5200) Except as provided in Florida Statute §1003.24, and State Board of Education Rule 6A-1.09513, all students are expected to attend school regularly and to be on time for classes in order to benefit from the instructional program and to develop habits of punctuality, self-discipline and responsibility. [Florida Statute §1003.21] and (School Board Policy 5200)

At the secondary levels, teachers shall record absentees and tardies each period of the school day.

When the student is absent, each parent is responsible for notifying the school and for informing the school of the reason for the absence. Each student is also responsible for completing all work assigned in each course in which the student is enrolled. The following practices are intended to promote proper attitudes and encourage student responsibility.

a. **High School:** All Students enrolled in the Hernando County School District are obligated to attend school regularly and punctually. **Based on the number of unexcused absences, students must not have more than 9 unexcused absences per semester (in each period) or more than four (4) for**

schools on a block schedule, in order to maintain privileges and participate in extracurricular events to include but not limited to: parking, homecoming events, grad night, prom, dances, field trips, performances, athletics, and any other activity with attendance requirements. A student must be reported as present for the entire school day (all class periods) in order to participate in extracurricular events, interscholastic competitions, performances, and practices. Exceptions may only be approved by the principal or principal's designee. **Alternative assignments are to be provided for students who are ineligible to attend field trips due to the attendance requirement. Excused absences will not be factored into the participation requirements. When an absence is excused, each student is also obligated to complete all work assigned in each course in which the student is enrolled**.

Attendance reports can be accessed through Skyward.

b. Middle School (grades 6-8) Students enrolled in grades 6-8 in the Hernando County School district are obligated to attend school regularly and punctually. Based on the number of unexcused absences, students must **not have more than 9 unexcused** absences per semester **(in each period),** in order to maintain privileges and participate in extracurricular events to include but not limited to: dance, field trips, performances, athletics, and any other activity with attendance requirements. A student must be reported as present for the entire school day (all class periods) in order to participate in extracurricular events, interscholastic competitions, performances and practices. Exceptions may only be approved by the principal or principal's designee. Alternative assignments are to be provided for students that are ineligible to attend field trips and performances due to the attendance requirement. Excused absences will not be factored into the participation requirements. When **an absence is excused**, each student is also obligated to complete all work assigned in each course in which the student is enrolled.

Attendance reports can be accessed through Skyward

c. High school students are awarded credit based on instructional hours. One full credit means a minimum of 135 hours of bona fide instruction in a designated course of study or a minimum of 120 hours of bona fide instruction in a block schedule approved by the district school board [Florida Statute §1003.436 (1a)]. Students participating in virtual instruction or the Credit by Acceleration (CAP) may not have to meet the minimum hour requirement.

d. The Florida Legislature requires that schools report to the Department of Highway Safety and Motor Vehicles (DHSMV) the names, birth dates, gender and social security numbers of minors who attain the age of 14 and accumulate 15 unexcused absences within a period of 90 calendar days. The legislation further provides that those students who fail to satisfy attendance requirements will be ineligible to obtain or maintain driving privileges.

Poor academic performance is generally associated with non-attendance and school districts must take an active role in promoting and enforcing attendance as a means of improving student performance. It is the policy of the state that each district school superintendent be responsible for enforcing school attendance of all students subject to the compulsory school age in the school district (Florida Statute §1003.26). The following applies to all students:

1. Tardies - Punctuality is necessary for a student to take full advantage of available educational opportunities. If a student is not in the classroom when the tardy bell rings, he/she will be classified as tardy.

   Secondary Students: Parents/Guardians can excuse up to 5 combined late arrivals to school and/or early dismissals from school per semester for verified medical, dental or other reasons defined for excused absences by the school board.

   Based on the number of combined unexcused late arrivals to school and/or early dismissals from school, a student must have a combined 9 or less unexcused late arrivals to schools and/or early dismissal from schools, in order to maintain privileges and participate in extracurricular events to include but not limited to: parking, homecoming events, grad night, prom, dances, field trips, performances, athletics, and any other activity with attendance requirements.
   Tardy to class is addressed in the Student Code of Conduct.

   Elementary Students: Parents/Guardians can excuse up to 5 combined late arrivals to school and/or early dismissals from school per semester for verified medical, dental or other reasons defined for excused absences by the school board.

   If a student has more than 9 unexcused late arrivals to school and/or early dismissals in a semester, a **parent/guardian conference** will be required to discuss attendance concerns and support the student in improving their on-time attendance. K-5 students will not receive disciplinary action(ISS or OSS) as a result of excessive late arrivals and/or early dismissals.

2. Excused Absences - Parents or guardians can excuse up to five (5) days**(Personal Illness, Death in the Family, Doctor/Dentist Appointment, Religious Holidays, Trips/Vacations, School Sponsored Activities, College Visits, Court Appearance by Subpoena, Pediculosis)** per semester (half a year) by providing **a written and signed note(s) within two (2) days of the student's return to class.** This shall also include prearranged absences. For more than (5) days of excused absences in any one class period, a doctor's note may be required. Extenuating circumstances may be addressed with the administration. The following absences are excused.

   Personal Illness*: A note signed by the parent(s)/guardian(s) must accompany the student on his/her return to school explaining the student's illness. Notes must be received within two days after the student returns. The principal may agree to waive this two-day requirement. For long term illness, a doctor's excuse will be required.
   Death in the Family*: A note signed by the parent(s)/guardian(s) must accompany the student on his/her return to school.
   Doctor/Dentist Appointment: If possible, these appointments should be made after school hours.
   Religious Holidays*: A student shall be excused from attendance in school in grades K-12 for observance of a religious holiday.
   Trips/Vacations*: Trips or vacations with parent(s)/guardian(s) must be pre-arranged and approved by the principal's office, except in cases of emergencies. The principal or principal's designee shall make final determination and have the authority to limit the number of days for such absences **based on student's grades, prior attendance and the dates of the proposed trip/vacation. (Pre-arranged excused absences will not be approved during district and statewide assessments).**
   School Sponsored Activities: School sponsored activities must be pre-arranged and approved by the principal's office.

College Visits*: Trips to visit colleges by juniors and seniors must be pre-approved by the principal's office.
Court Appearance by Subpoena: Absence due to a subpoena to appear in court is excused.
Pediculosis: When a child is discovered to have live lice, the first three days a child is sent home are excused. A child may be excused for lice for no more than nine days in any school year.

*Parent/Guardian notes can be provided for up to 5 days each semester to be an excused absence.

3. Unexcused Absences - Unexcused absences shall mean any absence that is not explained by a written and signed note from the parent(s)/guardian(s) citing one of the criteria for excused absence. If requested by school officials, a physician's note explaining the absence may be required. Absences without a parent(s)/guardian(s) note are unexcused. Absences without a Health Care Provider note (when required by the school) are unexcused. All absences shall be recorded as unexcused until proper documentation is received to change the absence to an excused absence within two(2) days of returning to school. **Please refer to make up work policy on page 43.**

4. Excessive Absences - A student who has a pattern of non-attendance may, upon the request of administration, be required to present a certificate of illness from a licensed physician. It is the responsibility of the student and parent(s)/guardian(s) to be aware of all absences and to be able to verify absences. Lack of notification by the school is not an acceptable excuse for not knowing the number of, and the penalty for, excessive absences. When a school administrator determines that a student's absences are excessive, the student's parent(s)/guardian(s) shall be contacted in an attempt to determine the reasons for the absence. If this does not correct the problem, a mandatory Child Study Team meeting will be held.

   If the Child Study Team (Florida Statute § 1003.26) finds that a pattern of non-attendance is developing (5 unexcused absences within 30 days or 10 days within 90 days), the team along with the parent(s)/guardian(s) will identify potential remedies. If the parent(s)/guardian(s) fails to attend the meeting, or appropriate interventions do not address the problem, the case may be forwarded to the state attorney for parental prosecution. If the absence is determined to be the fault of the student, the case may be forwarded to the Circuit Court for a CINS petition (Child in Need of Supervision). The principal or principal's designee shall also comply with the Driver's License Requirements regarding students with a driver's license.

   Public Assistance Penalty: Truancy may impact on public assistance the family receives through the Learnfare program (414.1251)

   The Department of Children and Families (DCF) may limit temporary cash assistance for an eligible parent's dependent child or for an eligible teenage participant who has accumulated fifteen (15) unexcused absences within ninety (90) calendar days with or without the knowledge or consent of the student's parent or legal guardian. Students not exempt from school attendance requirements and listed as a dropout may be referred to Learnfare.

   Reinstatement of cash assistance shall occur after a student has demonstrated thirty (30) days of attendance compliance or met other reinstatement criteria outlined or described in (F.S. 414.1251.)

5. Students on Homebound Services - If a student is confined to home or hospital, but is able to participate in and benefit from an instructional program, the student may be eligible for a hospital/homebound program. Complete information regarding the criteria for a

hospital/homebound program can be found in State Board of Education Rule 6A-6.03020 and is available in "Exceptional Student Education Policies and Procedures (SP&P)" and State Board of Education Rule 6A-6.03411. Parents/Guardians should contact their child's Certified School Counselor for information.

6. Students with an Active Section 504 Plan (Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104) - If a student with a Section 504 Plan is excessively absent, a 504 Team should be convened to determine if the absences are caused by the disability of record in the active *Section 504 Accommodation Plan*. If the Section 504 Team determines that the absences are caused by the disability, the student's Section 504 Accommodation Plan **must** be re-evaluated as to the appropriateness of the current accommodations. The Section 504 Accommodation Plan must address any additional accommodations needed.

   If the Section 504 Team determines that the absences are not caused by the disability, the student is treated in the same manner as a general education student. Documentation of the Section 504 Team meeting should be provided on the form entitled *Section 504 Accommodation Review/Dismissal meeting.*

7. Exceptional Student Education (ESE) Eligible Students - In the case of an ESE-eligible student with excessive absences, an IEP Team meeting **must** be conducted to determine whether or not the absences are related to the student's disability. Attendance data shall be reviewed and used as one indicator of a student's access to instruction [Florida Statute § 1003.26(1)].

   If the IEP Team determines that the excessive absences **are** related to the student's disability, the IEP Team **must review** the current IEP and revise it to address attendance through an attendance goal. To the maximum extent possible, the student will be educated in the least restrictive environment.

   If the IEP Team determines that the student's excessive absences **are not** related to the student's disability, the student will be treated in the same manner as a general education student.

8. Senior Student – The last day of school for **graduating seniors** will be 10 days prior to the last official day for all students as indicated on the district adopted school calendar.

F. STUDENT WITHDRAWAL

A student who leaves before the close of the school term shall receive grades on the withdrawal form covering the periods in attendance. The parent(s)/guardian(s) of a student who leaves school during the last two weeks of the school year **must** show evidence (parent/guardian employment transfers, relocating, medical) that the withdrawal is necessary, and the student **must** successfully complete examinations, as appropriate, prior to withdrawal. Principals are authorized to make arrangements for the administration of any tests or examinations, as appropriate.

1. Permanent Withdrawal - Students who withdraw from a face-to-face classroom instruction setting shall be given grades based upon the work completed while a member of the class. Partial grades are not issued for virtual instruction courses.

2. Voluntary Withdrawal - Upon receipt of parent(s)/guardian(s) permission, the student will receive a withdrawal form from the registrar office. Students will not be permitted to withdraw unless they are at least 16 years of age. If applicable, a student who withdraws from school must sign a ***Declaration of Intent to Terminate School Enrollment*** (SO-SS-042) indicating that they understand that withdrawing from school is likely to reduce their potential earnings. The principal or principal's designee will have a conference with the student to learn of the reason(s) for the withdrawal, and to complete **a student exit interview.** A conference with the parent(s)/guardian(s) will also be scheduled.

   Parent(s)/guardian(s) of students 18 years old or older will not be notified of their student's decision to withdraw. If the student does become a dropout, accurate records should be maintained. Students should be informed of the possibilities open to them and should also be advised where and how to seek aid in finding employment.

   If a student drops out of school without returning books and other property belonging to the school, parent(s)/guardian(s) should be notified and a request should be made to return all school property.

3. Withdrawals to Home Education Program - To withdraw a student for enrollment in a Home Education Program, custodial parent(s)/guardian(s) must notify the Superintendent or designee, in writing, of the intent to establish a Home Education Program within thirty (30) days of the establishment (F.S. 1002.41). **The notification of intent must be signed by the parent/guardian.** Parent(s)/Guardian(s) are responsible for returning textbooks, uniforms, school equipment, et cetera to the school. If items are not returned within thirty (30) days, a notice of obligation will be issued for the return of, or payment for, items and/or fees. **Student withdrawing to fulltime FLVS or eSchool are not Home Education Students.**

Home education students transferring to Hernando County Schools must be enrolled as a full-time student by October 1st during their final full academic year and pass the required state test(s) to receive a diploma from the district.

Note: Home Education Program students enrolling or re-enrolling in a public school system must meet current graduation and statewide assessment requirements for their cohort. Also see "General Transfer Information". **Home Education students are not issued a diploma in the state of Florida. Students who withdraw to Home Education and earn enough credits to graduate cannot be re-enrolled for the sole purpose of issuing a diploma.**

Home Education correspondence should be mailed to:
Hernando County School District
Supervisor of School Choice
919 North Broad St.
Brooksville, FL 34601

4. Withdrawals to Virtual Instruction Hernando eSchool – The full-time enrollment period for K-12

students runs 90 days from the district start date up until two weeks before the district start date. Students that register with Hernando eSchool after the enrollment period has closed will be coded as Homeschool students taking courses through eSchool.

5. Withdrawals due to Non-Attendance – W-15

   Students may be withdrawn due to nonattendance using a W15 code. Each school is responsible for documenting strategies in compliance with Florida Statutes 1003.26 and 1003.27. Schools must document attempts to contact the student and family through a Child Study Team Process, contacting student and family and documenting attempts to improve attendance including sending an attendance officer to the home. Once a school documents the process, they will send to Student Services. Student Services will approve or deny the use of the W15 code for non-attendance.

   Before requesting approval for the W15 (WD due to non-attendance) code, F.S. 1003.26 and 1003.27 lists criteria that school districts must follow. The school needs to:

   - Provide documentation of parent calls to find out why student is not in school - F.S. 1003.26 requires parents to justify each absence of a student. Schools must contact the home in cases of unexcused absences from school, or for which the reason is unknown.

   - Provide documentation sending out attendance officer to the home to make contact with parent to determine non-attendance reason (please provide copies of attendance officer documentation).

   - Provide documentation from child study team meeting in regards to truancy. (for 16 year and under) F.S. 1003.26 states - 5 unexcused in a calendar month or 10 unexcused in 90 calendar days is criteria for referring the student to the school's child study team. Students 16 and 17 must have documentation of parent /student contact to address the attendance.

   - All Attendance documentation should be kept in an attendance file in the cumulative file folder.

G. COUNSELING and ACADEMIC ADVISEMENT

Counseling services are direct supports provided by trained and certified personnel to assist students with personal/social adjustment issues that present barriers to learning and student safety or well-being. Counseling services are available to all students through the district's multi-tiered system of support and general education intervention procedures. Student services professionals employed by the district typically provide counseling and crisis intervention services. Section 1012.01(2)(b), Florida Statutes (F.S.), identifies school counselors, school social workers, and school psychologists as among the student personnel services staff with responsibility for addressing student personal and social adjustment, which includes counseling and crisis intervention.

Any student who may be deemed as a potential dropout or whose cumulative grade point average falls below a 2.0 shall receive advising on enrollment in career-themed courses, as well as options to participate in career and professional academies. These students must be provided in-person

academic advising that includes information on career education programs by a certified school counselor, the school principal or his or her designee.

Academic advisement services are available for all students. These services include assistance with educational planning, interpretation of test scores, occupational information, career information, study help and any questions that students may want to discuss with a certified school counselor. Students wishing to visit the certified school counselor should follow the procedures established by their respective school.

1. Schedule Changes – In order to maximize instructional time, all schedule changes must adhere to drop and add dates for all brick and mortar classroom courses.
   a. Teacher initiated drop/add period with administrative approval is 20 days from the first day of school year
   b. Student initiated drop/add is the first 9 school days of the school year for course changes only.
   c. Parent request for a schedule change must be made within the first 9 school days of the school year for course changes only.
   d. Dual enrolled students must adhere to Pasco-Hernando State College (PHSC) or the postsecondary institution drop/add and withdrawal timeline. Students who drop or withdraw from a dual enrollment course are subject to:
      - Being placed in a high school campus course, or
      - Possible non-approval for future dual enrollment courses
   e. Any senior taking 12 credit hours or more a semester in DE and/or taking 4 or more AP/IB/AICE courses a semester will be considered a full time student and does not need additional courses if student has met graduation requirements.
   f. 11th/12th Grade Students in AP/IB/AICE Courses:
      a. Students may request dropping a yearlong course within 5 days at the end of the first quarter to take another yearlong course. The principal must approve this drop.
      b. Principals can approve dropping a yearlong course midyear and placing the student in a semester course within 5 days of the start of the 2nd semester.

2. Hardship Waiver Approval for Reduced Schedules - Reduced schedules may only be granted to high school **seniors** who are approved for a hardship by the administrative hardship committee and have earned:
   1. **at least two credits in accelerated coursework (AP, DE, IB, AICE)**
      a. **Student must receive a college credit qualifying score on an AP, IB, or AICE Tests**
   2. **or completed a CTE program of study with an industry certification earned (a student may receive a reduced schedule if they are enrolled in the final year of their program of study and has earned an industry certification), and**
   3. **a minimum 2.0 GPA, and**
   4. **all testing requirements met. (Level 3 on the Grade 9 Algebra 1 EOC and Grade 10 ELA FAST or concordant/comparative scores), and**
   5. **maintained 9 days or less per semester attendance rate during the previous year(in all classes)**

   If a hardship waiver is granted:
   a. Students must have a signed hardship waiver form on file.

b. Students are required to sign in and sign out when entering and exiting campus.
c. Students may not be on campus during class periods designated as "reduced" on their schedule.
d. Students must provide their own transportation in regards to reduced schedules. If transportation becomes unavailable, the reduced schedule will be revoked and replaced with a regular schedule.
e. Reduced class periods may only be at the beginning or end of the school day.
f. Reduced schedule changes must adhere to the same timelines for drop/add. Students meeting the above criteria during the school year will have the opportunity to have their schedule reevaluated. If eligible, the reduced schedule may not impact the CTE course.

Note: Students who qualify for a reduced schedule and meet requirements for dual enrollment are encouraged to participate in the Early Admission Program. Refer to the Dual Enrollment Handbook for the minimum number of credits for Early Admission. These students will continue to have the same privileges afforded to students in their cohort to include honors recognition and participation in extracurricular activities.

II. INSTRUCTIONAL PLAN

The School District of Hernando County Curriculum incorporates the strands, performance standards and benchmarks that delineate student performance standards as defined by the Florida Department of Education Next Generation Sunshine State/B.E.S.T. Standards. (Florida Statute §1001.41; Florida Statute § 1003.41; State Board of Education Rule 6A-1.09401). The curriculum includes benchmarks for:

Elementary	Secondary
English Language Arts	English Language Arts
Mathematics	Mathematics
Science	Science
Social Studies	Social Studies
Physical & Health Education	Physical & Health Education
Visual & Performing Arts	Visual & Performing Arts
World Languages	World Languages
Career and Technical Education	Career and Technical Education

Note: See Appendix A for progression charts

Instruction will be provided in a setting that emphasizes integration and reinforcement of reading, writing, speaking, listening and mathematics skills across all subjects. In addition, course descriptions or frameworks are provided for each course. These course descriptions meet the requirements of State Board of Education Rules 6A-1.09412 and 6A-1.09441. District-adopted textbooks and/or instructional materials are provided for all schools. School credit is not awarded for any course not supported by a curriculum description/framework provided by the School District. [Florida Statute § 1006.28(1)(a)}.

The schools offer a wide range of courses in all disciplines. Courses are provided to meet the needs of all students [Florida Statute § 1003.42 (1)]. Courses may be year- long or a semester in length. With the exception of certain dual enrollment courses, one- half (½) credit is awarded for passing a semester in each course. Additionally, schools may offer curriculum that are integrated or stand alone. No credit is awarded solely on the basis of participation in extracurricular activities.

A. SPECIAL PROGRAMS

All students in the Hernando County School District are eligible for consideration and participation in all special programs. Any student who requests and is granted special attendance to a school for a special program shall be responsible for his/her own transportation and must maintain satisfactory academic performance, attendance and behavior. A student who is not progressing or does not meet the guidelines for the program or withdraws from the program will be required to return to his/her zoned school.

Note: Students who are required to return to his/her zoned school for any reason must refer to the Athletic Handbook for rules governing future participation.

1. CAPE Digital Tools Certificates (CAPE) – Elementary and middle schools may offer curriculum that result in attainment of CAPE Digital Tool Certificates. The curriculum targets skills to include digital skills that are necessary to the student's academic work and skills the student may need in future employment (Florida Statute § 1003.4203). The skills include but are not limited to word processing; spreadsheets; presentations, including sound, motion, and color presentations; digital arts; cybersecurity; and coding. The certificates must be consistent with CAPE industry certifications on the CAPE Industry Certification Funding List.

2. Career and Technical Education (CTE) – Middle and high school students may enroll in courses that are part of an overall program of study designed to prepare students to be successful in the workforce and equip them to make informed decisions about future college and career pathways. CTE offers students opportunities to earn highly valued industry certifications and to develop a multitude of skills while experiencing rigorous curriculum with real world applications. CTE students who complete a Program of Study are eligible for many scholarships, including the Gold Seal Bright Futures Scholarship.

3. Junior Reserve Officers' Training Corp (JROTC) - The Junior Reserve Officer Training Corps (JROTC) is a cooperative between the school district and the military. The program prepares high school students for leadership roles while making them aware of their rights, responsibilities, and privileges as American citizens. This program is conducted at accredited secondary schools throughout the nation, by instructors who are retired Navy, Army, Air Force, Marine Corps, and Coast Guard officers and enlisted personnel. Classroom instruction is augmented throughout the year by community service activities, drill competition, field trips, marksmanship training, and other extra-curricular activities. Cadets are required to participate in civic service, wear a uniform and dress up at least twice a month.

B. SERVICES

1. English for Speakers of Other Languages (ESOL) (State Board of Education Rules 6A-6.0902, 6A-6.0903; 6A- 6.0904; 6A-6.0908) - Students who are identified as ELLs **must be** provided **equal access** to the general curriculum. The general education standards and benchmarks should be the basis of their curriculum. ELLs are placed in courses based on need and eligibility, regardless of their English language proficiency. The individual student's English Language Learner Plan documents the student's English Language proficiency level. Instructional strategies are required to ensure the student an equal opportunity to master the general education curriculum. See Hernando County School District's Plan for Services to English Language Learner (ELLs) for a full explanation of services and models.

   With appropriate instructional support, strategies, accommodations and adaptations, grades for

ELL students should be reflective of the students' academic progress. ELLs should not receive failing grades strictly due to limited English-language proficiency. With instructional support, ELL students should be experiencing some measurable success in grade level content. To determine ELLs English-language proficiency, teachers should reference the students WIDA placement and the WIDA Can-Do Indicators.

ESOL Instruction provided to English Language Learners in the elementary grades who are classified as non-English speakers may be grade by S, N, or U during their first year of receiving ESOL services as determined by the ELL Committee. The percentages for S, N, or U as 70-100 = S, 60-69 = N, 0-59 = U.

2. Students with an Active Section 504 Accommodation Plan (Section 504 of the Rehabilitation Act of 1973, 34 C.F.R. Part 104) - Any alteration to the delivery of instruction or student assignments for a student with an active Section 504 Accommodation Plan is the decision of the Section 504 Team, if it is addressed in the Section 504 Accommodation Plan. Parent(s)/guardian(s) of a student with an active Section 504 Accommodation Plan must be notified of any proposed changes to the Section 504 Accommodation Plan, and must be given the opportunity to provide input on decisions made by the 504 Team. Thus, the individual student's Section 504 Accommodation Plan documents the accommodations and/or modifications that are required to ensure that the student has an equal opportunity to access the general education curriculum.

3. Exceptional Student Education (ESE) - Pursuant to School Board Policy 2460, IEPs for students with disabilities, who are enrolled in an Exceptional Student Education (ESE) program, must specify the specifically designed instruction and related services that are necessary to meet each student's unique needs. See State Board of Education Rule 6A-1.09961 & 6A-6.03028, F.A.C and the ESE Standard Policy & Procedures (SP&P). All students **must** be given access to the general curriculum as defined in relation to their unique needs and abilities and as delineated on each student's IEP. For the majority of these students, the general education standards and benchmarks should be the basis of their curriculum. For some students, modified standards and/or Access Points in one or more content areas may be more appropriate (see State Board of Education Rule 6A-1.09414 for course descriptions).

   In all cases, the IEP Team, which includes the parents, makes special program placements and the educational decisions. The IEP Team develops a statement of measurable annual goals, including benchmarks or short-term objectives related to meeting the student's needs that result from the student's disability. The IEP should enable the student to be involved in and progress in the general curriculum, or for preschool children, as appropriate, to participate in appropriate activities, as well as meeting each of the student's other educational needs that result from the student's disability (State Board of Education Rule 6A-6.03028).

   In particular, the IEP Team should draft benchmarks or short-term objectives for students with disabilities who take alternate assessments aligned to Florida Standards connectors, or any other student with a disability, at the discretion of the IEP Team (State Board of Education Rule 6A-6.03028). The IEP may specify whether *accommodations/**modifications are necessary in the areas of curriculum, instruction, and assessment provided that the accommodations or modifications do not include modifications to the curriculum descriptions/frameworks or student performance standards. The IEP must be implemented as developed by the IEP Team. The IEP contains an explanation of the extent, if any, to which the student will participate with non-

disabled students in the general education class (SP&P 95-103).

A student with a disability may only be removed from the general education environment if the nature and/or severity of the disability is such that education in general education classes with the use of supplementary aids and services cannot be achieved satisfactorily. (SP& P 108-168).

The IEP for each student with a disability must include during the student's seventh (7th)- grade year or during the school year of the student's twelfth (12th) birthday, whichever comes first, a statement of which course of study the student is pursuing (State Board of Education Rule 6A-6. 03028). The student should be invited to the meeting. Beginning by the student's fourteenth (14th) birthday (or younger, if determined appropriate by the IEP team), or to be operational on the first day of high school the IEP must include a statement of needed transition services for the student including, if appropriate, a statement of the interagency responsibilities or any needed linkages. The School District must invite the student to that meeting, as well as any other agency representative necessary or helpful to assist in the student's post-secondary transition. Consent from a parent or the student that has reached the age of majority is required in order to invite an agency representative to attend (State Board of Education Rule 6A-6.03028).

Programs for students with disabilities are defined by the diploma options identified in each student's Individualized Education Plan (IEP).

**Accommodations are changes that can be made to the way students learn and how they are tested. They describe changes in format, response, setting, timing or scheduling that do not alter the curriculum or test in any significant way. Accommodations include changes made to the environment and /or teacher behavior, which supports a student's learning, such as teaching methods and materials, classroom assignments and tests, learning environment, strategies, time demands, and schedules.*
*** Modifications to the curriculum are generally used in coordination with an assessment that is compatible with the modified expectations. Grading systems that should be used for students using curriculum modifications should reflect the student's expected level of performance based on modified Access Points/Florida Standards and the functional level on which the student is working on. For students who participate in a modified curriculum, the IEP team should determine that it is most appropriate to use grading procedures that reflect the student's expected level of performance in relation to progress toward pre-established learning criteria, which would be the Access Points/Florida Standards . In this case, it is essential that all members of the IEP team, including the student and parent(s), have a clear understanding of how the student will be graded.*

4. Gifted Education (State Board of Education Rule 6A-6.030191) - Students identified as gifted under State Board of Education Rule 6A-6.030191 and the Hernando County School District Exceptional Student Education Policies and Procedures (SP&P) have an Education Plan (EP) that outlines goals, strengths and weaknesses, and that provides direction for the instructional program. The instructional program includes advanced-level content, acceleration and enrichment that address the student's special abilities and interests.

   Curriculum options include an effective and differentiated curriculum designed to enhance the abilities of the gifted students to ensure that each individual student progresses in the curriculum to the maximum extent possible. The curriculum includes, but is not limited to, opportunities for

problem solving, critical thinking, problem-based learning, and application of knowledge and skills. Curriculum for each student is driven by the student's EP focusing on the performance levels of the student and needs for developing further skills and abilities, recognizing opportunities to extend the present program through appropriate scaffolding for gifted students. The curriculum for the gifted student includes access to the general curriculum (Florida Standards) with emphasis on what the EP team determines will offer opportunities for growth for the gifted learner based on the student's strengths and present level of performance.

5. Home Education - A home education program is sequentially progressive instruction of a student directed by his/her parent(s) or guardian(s). The parent shall notify the Superintendent or designee of their intent to establish and maintain a home education program. The parent(s)/guardian(s) of each registered home education student shall maintain a portfolio of records and materials. The portfolio shall consist of the following:
    a. A log of educational activities that is made contemporaneously with the instruction and that designates by title any reading materials used.
    b. Samples of any writings, worksheets, workbooks, or creative materials used or developed by the student.

    Registered home education students may also take a partial or full schedule with Hernando eSchool, and may participate in interscholastic extracurricular student activities in accordance with the provisions of Florida Statute §. 1006.15. The district may permit the enrollment of a registered home education student in a specified course at his/her zoned school provided the school adheres to class size. The Supervisor of Choice must authorize the enrollment.

Note: The parent(s)/guardian(s) of a home education student is responsible for submitting an annual evaluation in accordance with *Florida Statute* § *1002.41*. The school district of Hernando County does not send reminder notices prior to the due date.

C. ACCELERATION MECHANISMS (Florida Statute § 1003.429)

At the beginning of each school year, students and parents/guardians are notified during orientation of the opportunities and benefits of mechanisms that result in acceleration through high school and/or college [Florida Statute §1003.02(1); Florida Statute § 1003.429; Florida Statute § 1008.25]:

- **Whole grade and during the year promotion,**
- **subject matter acceleration,**
- **virtual instruction,**
- **Advanced Placement (AP), International Baccalaureate (IB), Credit Acceleration (CAP), Dual Enrollment (DE), Advanced International Certificate of Education (AICE),**
- **College Level Examination Program (CLEP) - credit by Exam**
- **Early College Admission**
- **Career and Professional Education and Career Dual Enrollment**

In accordance with the **Academically Challenging Curriculum to Enhance Learning (ACCEL)** (Florida Statute § 1002.3105), students wishing to participate in any of the accelerated mechanism options will need to meet with their Certified School Counselor to review eligibility requirements. Participation in ACCEL options that result in whole-grade promotion, during the year promotion, subject-matter acceleration, and virtual instruction in higher grade level subjects will require a **District Performance Contract (SO-SS-181)**. The performance contracts will require compliance with minimum course grade, attendance, conduct, and any other requirements which may include participation in extracurricular activities, educational outings, field trips, interscholastic competitions, and other activities related to

the ACCEL option selected.

Monitoring Expectations
Failure to maintain the minimum course grade or GPA may result in a schedule change. In determining academic progress, all student work will be reviewed by the school's administrative team overseeing the subject area/grade level. Final determination is within the principal or designee authority and notification will be made to the student's parent/guardian. Course grades earned and posted to the report card will remain part of the student's academic record.

Note: A student's application for participating in the District's Controlled Choice Plan may be rescinded if he/she changes the course/program of study (i.e., CTE, IB, etc) that was the basis for admission to the requested school. Refer to the Control Choice Plan

1. Elementary School Level
   Factors to be considered for the acceleration of elementary students:
   a. A record of outstanding (90-100%) academic progress is evident on the student's cumulative record.
   b. The student has a minimum number of absences.
   c. Current school year indicate outstanding (90-100%) performance on assignments based on Florida Standards in language arts, science, mathematics~~,~~, and social studies.
   d. Standardized and district approved screening and assessment scores reveal achievement above grade level.
   e. Samples of the student's work indicate superior performance above grade level.
   f. MTSS Team minutes indicate that other options of advancement have not met the student's needs (i.e. Quest, differentiated instruction, specific subject area advancement, virtual instruction options).
   g. Observations, social and behavioral assessment, and written reports produced by the classroom teacher, school counselor, school psychologist, school administrator(s) and other qualified special service personnel indicate that acceleration would greatly benefit the student academically, socially, and emotionally.
      * Two or more years above grade level for students in grades K-5.

2. Middle School Level
   Factors to be considered when enrolling in high school courses at the middle school level include:
   a. The impact on the student's GPA and subsequent graduating class ranking
   b. State University and College admission requirements
   c. The grades earned will remain a part of the student's middle and high school academic record
   d. Maturity levels among other students in the high school courses
   e. Course content and course performance expectations

Acceleration Options

1. Honors Courses – courses that provide students access to accelerated curriculum. Students who have demonstrated high achievement, interest, and/or potential in one or more academic areas may be ready to take advanced classes.
   Placement will be based on:
   a. The student's cumulative grade records indicating outstanding (90-100%) academic

progress in language arts, science and mathematics based on Florida Standards
   b. Standardized and district approved screening and assessment scores revealing achievement above grade level
   c. Samples of the student's work indicating superior performance at or above grade level
   d. Teacher recommendation
   e. The student having a minimum number of absences during the previous year

2. Advanced International Certificate of Education (AICE) - The AICE program is administered by the University of Cambridge Local Examinations Syndicate and is available to eligible secondary students. The State Board of Education and the Board of Governors shall specify in the statewide articulation agreement cutoff scores and AICE examinations that will be used to grant postsecondary credit at community colleges and universities. Students will be awarded a maximum of 30 semester credit hours. Students shall be exempt from payment of any fees for administration of the examination regardless of whether or not the student achieves a passing score on the examination [Florida Statute § 1007.27 (8)]. **(See the (FCCD) for additional information)**. Since the assessment dates are set by the University of Cambridge Local Examinations Syndicate, students who fail to report for the exam will receive a notice of obligation for the cost of the exam(s). For additional information contact the AICE coordinator at the school. Students who attend the AICE school through the School Choice process must enroll at their zoned high school if they are exited from the AICE program. Students who exit the AICE program must meet all state of Florida graduation requirements in order to earn a Standard Diploma.

3. Advanced Placement (AP) - the enrollment of an eligible secondary student in a course offered by the Advanced Placement Program administered by the College Board. The postsecondary institution **may** award college credit to students who score a minimum of 3 on a 5- point scale on the corresponding AP exam (F.S. 1007.27). Students shall be exempt from any fees for administration of the examination regardless of whether or not the student achieves a passing score on the examination [Florida Statute § 1007.27 (6)]. **Refer to the Florida Course Code Directory (FCCD) for additional information.** Since the assessment dates are set by the College Board, students who fail to report for the exam will receive a notice of obligation for the cost of the exam(s). In addition, the student may be restricted from further enrollment in Advanced Placement classes. Furthermore, students who enroll in semester long AP classes such as AP U.S. Government, AP Comparative Government, AP Microeconomics, or AP Macroeconomics must complete the entire course and sequence of classes as prescribed by school (ie- AP Microeconomics in the 1st semester and AP Macroeconomics in the 2nd semester). Students who request withdrawal from an AP class, either yearlong or semester, before the November exam order deadline, but must remain the class for the remainder of the 1st semester, will sign a waiver that releases the school from ordering an AP exam for that student. Students who are withdrawn from an AP class, either semester or year long, upon student request after the November AP exam order deadline, but before the March AP exam confirmation deadline, will incur a $40 per exam cancellation fee. Students who are withdrawn from an AP class upon student request after the March AP exam confirmation deadline or fails to sit for the exam(s), will incur a $98 fee per exam. Withdrawn students may opt to challenge the corresponding exam(s) for the course from which they were withdrawn by paying the AP examination fee by the March exam order deadline. These students should contact the AP coordinator of their zoned high school to make arrangements for exam order, payment, and test administration.

Note: Students who complete the course successfully but do not take the AP Exam will receive honors-level credit.

A Home Education student wishing to sit for an AP exam at his/her zoned school must pay for the cost of purchasing the exam in advance at the school. The exam will not be ordered unless payment is received by the school's deadline to order the exam. Please contact the zoned school for information on the cost and deadline.

4. Career and Professional Education (CAPE) - is an initiative to prepare students for post-secondary education and the workplace. High schools in the district offer a variety of Career and Technical Academies and programs that prepare students for employment in specific occupations, many of which are high skill, high wage occupations. These job-preparatory courses do not stand alone but are part of a 3-4 year planned program of study leading to occupational proficiency and program completion. Once a student begins a program of study, he/she may not divert from that program unless they receive administrative approval **(See Appendix B).** To learn more about the different programs speak with your Certified School counselor or visit the district's website to learn more about the Programs of Study for each of the academies and frameworks. In addition, students have the opportunity to earn one or more of the following:
    a. Industry -recognized credential or certificate, measured by an industry assessment
    b. Dual or concurrent credit, putting students on a fast track to an industry-recognized certification or licensure and postsecondary certificate or degree
    c. Course substitution credit for some mathematics and/or science courses
    d. Florida Bright Futures Vocational Gold Seal Vocational Scholar and Gold Seal CAPE Scholar Scholarship

    A list of the Gold Standards Industry Certification aligned to Associate in Applied Science (AAS)/Associate in Science (AS) degrees can be viewed on the district's website.

    The administration of the written exams must be in accordance with the test administration procedures specified by the certifying agency, district procedures, and State Rule 6A-6.0573 which states the following:
        i. The exams are third-party developed,
        ii. Scored by the certifying agency,
        iii. Given in a proctored testing environment (not by the individual providing the direct instruction),
        iv. Administered to each student no more than three times during the academic year,
        v. A minimum of twenty-one (21) calendar days between test administrations.
        vi. A student who successfully passes the industry exam is not eligible to retake the exam.

5. Career Dual Enrollment is a specific form of dual enrollment in which students enroll in postsecondary courses that lead to an industry certification as identified in s. 1008.44, F.S.2 Career dual enrollment is available (by clock-hours) to students in Hernando Schools, home education, and private high schools that are in compliance with s. 1002.42(2), F.S. and provide a secondary curriculum pursuant to s. 1003.4282, F.S.3

Refer to the Dual Enrollment Articulation Agreement, certified school counselors, College & Careers and / or district websites for additional information

Career Dual Enrollment courses may be available through traditional high school CTE programs or through partnerships with Pasco-Hernando State College and Wilton Simpson Technical College.

6. Credit Acceleration (CAP) – allows a secondary student to earn high school credit if the student earns a specified score on the corresponding standardized EOC assessment (Algebra 1, Geometry, Biology, and US History), AP and College Level Examination Program (CLEP) exams whether the student is enrolled in the course or has not completed the course or failed the course in the year the student passed the EOC. A student who has failed the course, but earned credit as a result of scoring Level 3 or above on the EOC, will still need to participate in the Grade Forgiveness program to forgive the failed grade and repair his/her GPA. Students cannot use concordant scores from ACT/SAT/PERT to earn high school credit under this policy. The Certified School Counselor must document advisement of the risk and consequences related to meeting graduation requirements (F.S. 1003.4295). ***The student must notify the Certified School Counselor by the end of the first semester to participate in CAP and pay the AP or CLEP examination fee. NCAA does not recognize course credit by exam. Therefore, the student will need to enroll and complete the course to meet eligibility.***
   Note: Credit earned for Advanced International Certificate of Education, Advanced Placement, Dual Enrollment and International Baccalaureate courses via **CLEP, P/F and S/U courses are not included in the calculation of the student's GPA.** These earned credits do not receive weighted value (quality points).

7. Dual Enrollment (DE) – an acceleration program that allows high school students to simultaneously earn credit toward high school completion and an associate or baccalaureate degree or career certificate at a Florida public institution [Florida Statute § 1007.271 (1)]. Students in grades 6-12 who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses during school hours, and after school hours [Florida Statute §1007.271(2)]. The district uses the Florida Department of Education Dual Enrollment Course – High School Subject Area Equivalency List to award high school credit. Any course not listed will be awarded 0.5 high school elective credits.

   Note: Middle grades students who elect to participate in college/university summer programs with which the district does not have an articulation agreement will NOT receive high school credit.

8. Early Career / Early Admission to College [Florida Statute § 1007.271(5)] – a form of dual enrollment and a public educational choice option. High school students may enroll at PHSC full time upon submission of a completed Application for Admission. Credit earned applies toward high school graduation and college credit. Students who apply for early admission to college **must meet with their high school counselor to ensure that the course selections articulate into high school courses required for graduation.** The following table contains a list of differences between the traditional dual enrollment and the Early College Admission programs. [Florida Statute § 1007.27 (5); Florida Statute§ 1002.20 (6)(a)]
9.

Dual Enrollment (DE)	Early College Admission
Eligible secondary students with college ready scores in all subsections (provision for up to 12 credits for non-ready math scores)	Eligible 11th and 12th grade students with college ready scores in all subsections
Course access based on availability	Guaranteed priority courses access
Registration on designated dates	Early registration
Credit load of 0-16 credits per term	Must be full time: Credit load of 12-16 credits per term
Attend classes on high school and/or approved post-secondary campus	Full schedule through post-secondary institution
Withdrawal with restrictions on the dropped course	Withdrawal with restrictions—impacts program eligibility
Restrictions on the failed courses	Restrictions on the failed courses—impacts program eligibility
Eligible to participate in social events, honors and graduation ceremonies with their high school cohort	Eligible to participate in social events, honors and graduation ceremonies with their high school cohort

Students may select colleges or universities other than those that have inter-institutional agreements with the Hernando County School District. However, the parent(s)/guardian(s) and/or student will be responsible for payment of tuition/fees. All other statutory rights and privileges will be afforded these students as those under dual enrollment agreements [Florida Statute § 1007.27(5)].

Registered home education students may participate in early admission. Students should contact the postsecondary institution for specifics. Home education students incur no tuition costs, but are responsible for textbook costs [Florida Statute § 1007.271 (14)].

10. International Baccalaureate (IB) - The IB program is administered by the IB office and is available to eligible secondary students. The State Board of Education and the Board of Governors shall specify in the statewide articulation agreement cutoff scores and IB examinations that will be used to grant postsecondary credit at community colleges and universities. Students will be awarded a maximum of 30 semester credit hours. Students shall be exempt from payment of any fees for administration of the examination regardless of whether or not the student achieves a passing score on the examination [Florida Statute § 1007.27 (8)]. **(See the (FCCD) for additional information).** Since the assessment dates are set by the International Baccalaureate organization, students who fail to report for the exam will receive a notice of obligation for the cost of the exam(s). For additional information contact the IB coordinator at the school**.**

    Students who attend the IB/AICE schools through the School Choice process will enroll at their zoned high school the following semester if they are exited from the IB/AICE programs. Students who exit the IB/AICE programs must meet all state of Florida graduation requirements in order to earn a Standard Diploma or any other diploma options offered at the zoned schools.

11. Virtual Instruction Programs (VIP) - Provides instruction in an interactive environment created by using technology where the student and a highly-qualified teacher in the subject area are separated by space or time or both (Florida Statute § 1002.45). Students enrolled in an online course as part of the regular school day schedule are provided access to an appropriate and supervised classroom or lab at their zoned school or lab with computer and internet access so that they may complete the online course on campus during the specified scheduled class period. Students may also work from home after or before school hours just as they do when completing homework.

The Hernando County School District provides K-12 virtual instruction through its Hernando *e*School Program as authorized by Florida Statute § 1002.45. Secondary students that meet the Hernando *e*School enrollment criteria to enroll in virtual courses may enroll with Hernando *e*School.

Hernando *e*School will enroll students through age 19. The student's age on the date of the course enrollment may not be older than 19 (we cannot enroll students once they turn 20). For the purposes of this policy, "date of course enrollment" refers to the date on which a complete registration or course request for the course segment is made. Students must complete all coursework, including final exam, before their 21st birthday.

A student who has been identified under Rule: 6A-6.03011 – Exceptional Student Education Eligibility for Students with Intellectual Disabilities through Rule: 6A-6.0361 – Contractual agreements with Nonpublic Schools and Residential Facilities, has an Individual Education Plan (IEP) in place and has not earned a standard diploma will remain eligible for educational services through the end of the semester in which they become 22 years old.

Note: Since Hernando *e*School is a franchise of FLVS, when registering for an online course, students will be scheduled through Hernando *e*School as priority.

a. Virtual Course Participation Criteria and Guidelines

A student will not be denied access to virtual instruction unless it is not educationally sound based on the student's academic history and goals. The principals or designee are responsible for making proper placement and may deny a request when not appropriate.

To ensure a safe learning environment and adherence to room occupancy limits, when assigning students to a learning lab, a student's grade level classification will be the first criteria considered. Students in grade 8 or 12 who are course or credit deficient will be given priority placement. Next will be students having a plan of study that includes acceleration.

Continued participation in online courses with Hernando *e*School and FLVS can only be approved for students that meet the following criteria:

i. Consideration for an online course should include the student's success level in a text-rich environment.
ii. Student must comply with log-in requirements, completion of lessons, assignments and test on a regular basis or as outlined in the course syllabus.
iii. Students must have no more than two (2) previous attempts with online courses that were not completed successfully.
iv. Exceptional Education students with an Individual Education Plan (IEP) will need to have a staffing conducted at their zoned schools prior to enrollment in virtual courses to ensure IEP compliance. If a student has a 504 plan, the 504 plan must be in date compliance prior to enrolling in eSchool classes.

Note: School administrators may request an independent review due to extenuating circumstances.

b. Virtual Course Participation Expectations

i. A fifth or eighth grade student choosing to use virtual instruction as an acceleration mechanism during the school year or summer, must complete all virtual coursework with passing grades before the start of the school year in order to be placed in the next core sequential course. ACCEL contract must be used.
ii. Students enrolled in an online course as part of their regular school schedule will be dropped from the course if they are not making progress. **Progress is defined as having**

completed and passed at least 20% of the course work within 14 days and consistently submitting 3-5 assignments per week. (Students are expected to make approximately 6% progress per week per course.) Staff assigned to supervise virtual learning labs are encouraged to monitor student progress and report concerns to the counselor and or administrator.

iii. Students enrolled in an online course in addition to their regular school schedule may need to consider class load in order not to jeopardize course grade. Upon completion of an online course, students may be enrolled in an additional course.

iv. Registered home education students that meet Hernando *e*School's course enrollment criteria may take a partial or full schedule with Hernando *e*School in accordance with Florida Statute § 1002.37 and 1002.41. The Home Education Office must provide verification of active status and compliance for all registered home education students who enroll in online courses as outlined in the District's Florida Virtual (FLVS) agreement.

v. All students enrolled in a course with an End of Course (EOC) requirement must participate in the administration for a final grade to be issued. The law prohibits any individual from knowingly and willfully taking an online course or examination on behalf of another person for compensation. Any individual that violates this provision commits a misdemeanor of the second degree. Students will sit for the statewide assessment that closest aligns with the near completion (at or about 80% complete) of their course.

D. ACADEMIC SUPPORT

Each student's progression from one grade to another is determined, in part, by satisfactory performance in English Language Arts, Science, Social Studies, and Mathematics. All students in grades K-5 and students in intensive math and reading courses in grades 6-8 will be administered the iReady Diagnostic Assessment two to three times per year in Mathematics and ELA. This progress monitoring data will be used to determine the student's instructional level. A student who does not meet district performance standards, or who scores below achievement Level 3 on the English Language Arts (ELA) FAST and/or, the math FAST must receive remediation and have a progress monitoring plan. The plan may be either a federally required student plan such as IEP, a school wide system of progress monitoring for all students or an individualized progress monitoring plan. The specific diagnosed academic needs to be remediated must be identified and strategies must be put in place to meet the student's needs. Monitoring and re-evaluation activities must be employed and will be overseen by the MTSS Team. The team is comprised of the principal, school counselor, teacher and other school and district officials. (Florida Statute § 1008.25).

When an ESE student is determined to be performing below grade level in language arts, mathematics, and/or science, the IEP Team may be convened to review the IEP. The student's IEP must address all of the student's educational needs including the students below grade level performance. The IEP Team may consider a Progress Monitoring Plan to address the student's educational need in language arts, mathematics, and/or science.

At the elementary level, the academic support plan must emphasize reading proficiency in kindergarten through grade 3 and provide targeted instructional support for students with identified deficiencies in

Language Arts, mathematics, science, and social studies. The results of evaluations used to monitor a student's progress in grades K-12 must be provided to the student's teacher in a timely manner and as otherwise required by law. In addition, evaluation results must be provided to the student's parent in a timely manner. When available, instructional personnel must be provided with information on student achievement of standards and benchmarks in order to improve instruction. In accordance with Florida Statute § 1008.25(3)(a)(b), remedial and supplemental (academic) instructional resources must be allocated to students in the following priority:

- students who are deficient in reading in kindergarten through 3rd grade;
- students who are deficient in math in kindergarten through 4th grade; and
- students who fail to meet performance levels required for promotion.

F.A.S.T. Star Early Literacy will be used to identify kindergarten students who do not meet readiness expectations. Specific strategies will be identified to address the developmental needs of each student with indicated weaknesses.

1. K-5 Reading Remediation - Any elementary student who exhibits a substantial deficiency in reading based upon locally determined or statewide assessments or through teacher observations, must be given intensive reading instruction, immediately following the identification of the reading deficiency. F.S. 1008.25(5)(a)

   Students who exhibit a substantial deficiency in reading must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate intervention and instruction. Schools must progress monitor students with a reading deficiency a minimum of three (3) times per year. This includes a baseline, midyear, and an end of the year assessment.

   Any elementary student 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 that are grounded in the Science of Reading, immediately following the identification of a reading deficiency or the characteristics of dyslexia to address his or her specific deficiency or dyslexia. A school may not wait for a student to receive a failing grade at the end of the period or wait until a plan is developed to identify the student as having a substantial reading deficiency and initiate intensive reading interventions. Immediate intensive intervention (iii) must be provided three (3) times per week for all students who have been identified with a reading deficiency. This intervention must be in addition to or as an extension of the ninety (90) minute reading block in a smaller group size setting or one-on-one. Pursuant to Florida Board of Education Rule 6A-6.054(1)(b), the student must continue to be provided with intensive reading instruction until the reading deficiency is remedied.

2. K-3 Reading Deficiency and Parental Notification - Pursuant to Florida Statutes §§ 1002.20(11) and 1008.25(5)(c)1, the parent(s) of any Grade K-3 student who exhibits a deficiency in reading, must be **immediately notified in writing,** shall be consulted in the development of a plan, as described in s. 1008.25(4)(b), and shall be informed that the student will be given intensive reading instruction until the deficiency is corrected. **Principals will make such notification immediately following the administration of diagnostic assessments and/or quarterly reports indicating below level performance.** In addition to informing the parents that their child has been identified as having a

substantial deficiency in reading (per Florida Statute § 1008.25(5)(c)), the following information must be provided:

a. a description, understandable to the parent(s), of the exact nature of the difficulty in learning and lack of achievement in reading [Florida Statute § 1002.20(11)];
b. a description of the proposed supplemental instructional services and supports that will be provided to the student that are designed to remediate the identified area of reading deficiency (Florida Statute § 1008.25(5)(c)3);
c. a description of the current services that are provided to the student (Florida Statute § 1008.25(5)(c)2);
d. the District's specific criteria and policies for midyear promotion, which means promotion at any time during the year of retention once the student has demonstrated ability to read on grade level [Florida Statute § 1008.25(5)(c)8];
e. strategies for parent(s) to use in helping their child succeed in reading proficiency [Florida Statute §1008.25(5)(c)5];
f. the District's specific criteria and policies for a portfolio and the evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts;
g. that if the child's reading deficiency if not remediated by the end of Grade 3, the child must be retained unless he or she is exempt from mandatory retention for good cause;
h. that the statewide, standardized English Language Arts assessment is not the sole determiner of promotion and that additional evaluation, 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 reading for promotion; and
i. the district's specific criteria and policies for a portfolio and evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts. A parent of a 3rd Grade student who is identified anytime during the year as being at risk of retention may request that the school immediately begin collecting evidence for a portfolio. [Florida Statute §1008.25(5)(c)7]

3. Intensive Instruction Services for Retained Grade 3 Students

Grade 3 students retained for reading must be provided with intensive instructional services and supports that include intensive interventions in the areas of reading deficiency. The specific areas of reading must be identified using a valid and reliable diagnostic assessment. This intensive intervention must include effective instructional strategies that are grounded in the Science of Reading, a minimum of 90 minutes of daily uninterrupted reading instruction, an additional 30 minutes of daily intensive immediate intervention, the opportunity to participate in the District's *3rd Grade Summer Reading Camp*, and appropriate teaching methodologies necessary to assist those students in becoming successful readers, able to read at or above grade level, and be ready for promotion to the next grade. [Florida Statute § 1008.25(7)(a)(b)1)]

Retained third grade students, including students participating in the school district's summer reading camp will be provided with a highly effective teacher as determined by the teacher's performance evaluation (F.S. 1012.34), and beginning July 1, 2021, the teacher must also be certified or endorsed in reading (F.S. 1008.25(7)(b)(3)).

Other strategies prescribed by the District may include but not be limited to the following:

- small group instruction;
- integration of science and social studies content within the 90-minute block;
- reduced teacher-student ratios;
- more frequent progress monitoring;
- tutoring or mentoring;
- extended school day, week, or year.

F.S.1008.25(7)(b)(4)(a-e) requires each school to establish, when applicable, an intensive reading acceleration course (IAC) for any student retained in third grade who was previously retained in kindergarten, grade 1, or grade 2. The intensive reading acceleration course must provide the following:

1. Uninterrupted reading instruction grounded in the science of reading for the majority of student contact time each day and opportunities to master the grade 4 state academic standards in other core subject areas through content-rich texts.

2. Explicit and systematic instruction with more detailed explanations, more extensive opportunities for guided practice and more opportunities for error correction and feedback.

3. Targeted small group instruction.

4. Reduced teacher-student ratios.

5. The use of explicit, systematic and multisensory reading interventions grounded in the science of reading, including intensive language, phonics and vocabulary instruction, and use of a speech-language therapist, if necessary, that have proven results in accelerating student reading achievement within the same school year.

6. A read-at-home plan.

Grade 3 students retained for reading must have a highly effective teacher as determined by the teacher's performance evaluation. [Florida Statute § 1012.34] **Beginning July 1st, 2021, the teacher must be reading certified or endorsed. [Florida Statute § 1008.25(7)(b)(3)]**

4. K-5 Writing Remediation - Students in Grades K-5 who exhibit a substantial deficiency in writing based upon locally determined or statewide assessments or through teacher observations, must receive remediation in one of the following ways:
   - small group instruction, based on identified student needs; and/or
   - one-on-one instruction, based on identified student needs

5. K-5 Mathematics Remediation - Any elementary student who exhibits a substantial deficiency in math based upon locally determined or statewide assessments or through teacher observations, must be given supplemental math instruction, immediately following the identification of the math deficiency. F.S. 1008.25(6)

Students who exhibit a substantial deficiency in math must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate intervention and instruction. Schools must progress monitor students with a math deficiency a minimum of three (3) times per year. This includes a baseline, midyear, and an end of the year assessment.

K-4 Substantial Math Deficiency and Parental Notification - Pursuant to Florida Statute 1008.25(6), the parent(s) of any Grade K-4 student who exhibits a deficiency in math, must be immediately notified in writing, shall be consulted in the development of a plan, as described in s. 1008.25(4)(b), and shall be informed that the student will be given math intervention until the deficiency is corrected. Principals will make such notification immediately following the administration of diagnostic assessments and/or quarterly reports indicating below level performance. In addition to informing the parents that their child has been identified as having a substantial deficiency in math (per Florida Statute § 1008.25(6)), the following information must be provided:

a. a description, understandable to the parent(s), of the exact nature of the difficulty in learning and lack of achievement in math;
b. a description of the current services that are provided to the student
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 his or her child succeed in mathematics.

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.

6. Scheduling – Extra instructional time programs may be designed to provide remedial instruction for students. This may include Saturday classes, transitional, after school programs, summer programs or additional instructional time during the school day. As authorized by Florida Statute § 1008.22, the district provides academic support in English Language Arts and mathematics for those students identified as having deficiencies in content knowledge and skills based on teacher/principal recommendation, norm-referenced tests, Florida Standards Assessment (FSA)**/Florida Assessment of Student Thinking (F.A.S.T.)** for English Language Arts (ELA) and Mathematics, and school-selected ELA and mathematics tests. Student placement will be as follows:

Intensive Instruction Scheduling	
English Language Arts	All students scoring at Level 1-2
	All students scoring a Level 1 or 2 must be placed with a teacher who is reading certified or endorsed.
Mathematics	All students scoring at Level 1-2

7. Curriculum - The district provides schools with research-based curriculum for intensive instruction in print and digital form. All students in intensive classrooms will utilize the district-wide adopted intensive English Language Arts and Mathematics curriculum to provide direct and explicit instruction by trained teachers.

8. Progress Monitoring - Schools will engage in a systematic review of multiple data points to make data-driven instructional decisions that answer such questions as "what do we see?" or "now what do we do?" Such data points may include but are not limited to: mid-quarter and quarterly classroom grades, common formative and quarterly assessments, and pre-/post-assessment embedded into the intervention curriculum.

9. Progress Monitoring Plan - Academic support shall be provided through the implementation of an individual Progress Monitoring Plan (PMP) developed in consultation with parent(s)/guardian(s). The plan is intended to provide the school district and the school with flexibility in meeting the academic needs of the student. A student who is not meeting the school district or state's requirements for proficiency shall be covered by one of the following Individual Student Plans:
    a. A federally-required student plan such as Individualized Education Plan (IEP), Section 504, ELL Plan
    b. A school-wide system of progress monitoring for all students, or
    c. An individualized Progress Monitoring Plan

    See Appendix C for more detail.

    Each plan **must** outline a strategic or intensive academic support program in the area(s) of weakness designed to assist the student in meeting state and/or district expectations for proficiency. It is the responsibility of the teacher and the principal to ensure that the PMP is substantive, activities and resources are research-based, and that the outlined instructional and support services are provided. Listed below are the steps for developing and implementing the PMP in consultation with the student's parent (Florida Statute § 1008.25):

    Step 1 MTSS problem solving and academic support will occur as soon as possible after a student has been identified as needing academic support beyond the core instruction. Parents should be involved throughout the tiered levels of support to remain informed and provide input. If the student identification occurs during the fourth marking period, the MTSS problem solving process will begin and interventions will be put in place and continued the following school year.

    Step 2: Additional diagnostic assessments to determine the nature of the student's difficulty, areas of academic need, and strategies for appropriate intervention. Diagnostic assessments may include teacher assessment, placement tests and /or diagnostic software results.

    Step 3: Data from the additional assessments are to be used to formulate the student's PMP. The PMP should clearly identify:
    - the specifically diagnosed identified problem --either academic/behavior
    - the scientific, research-based intervention to be implemented
    - how, when, how often, by whom, and how long strategic or intensive instruction is to be provided, and
    - the monitoring and reevaluation activities to be implemented

    Step 4: At the conclusion of the school year, appropriate teacher(s) of the student on a PMP are to make recommendations regarding the student's educational program for the following year.

Note: The PMP must be in place and implementation begun for students including those who are transferred into the school district within 45 calendar days of being identified as needing academic support.

10.ACADEMIC SUPPORT PROGRAMS

1. Extended School Year (ESY) Program
   a. English Language Learners (ELLs) - The purpose of Extended School Year (ESY) services for English Language Learners (ELL) is to provide beginning and some intermediate English speakers with the opportunity to develop their oral language. This is accomplished through content related instruction in a non-threatening environment that promotes the use of oral English. In order to be eligible for ESY, placement on the student's individual ELL Plan must show that additional English oral language development is needed.

   b. ESE-Eligible Students -- Extended School Year (ESY) services means specially designed instruction and related services that are provided to an ESE-eligible student beyond the normal school year of the School District, in accordance with the student's IEP. ESY services must meet state educational standards. ESY services are always at no cost to the parent.
   At least annually, an IEP Team for each ESE-eligible student must consider whether ESY services are necessary for the provision of a Free Appropriate Public Education (FAPE) to the student. ESY services must be provided if a student's IEP team determines, on an individual basis, that the services are necessary for the provision of FAPE to the student.

   The School District may not limit ESY to particular categories of disability or unilaterally limit the type, amount, or duration of those services [State Board of Education Rule 6A- 6.03028(3)(g) (11)].

2. Intensive Camp Program - Intensive Program or "Boot Camps" are designed to provide students who did not meet the satisfactory level on the ELA and/or Algebra 1 statewide assessments additional practice to improve proficiency and success on the next administration of the assessment. Students may participate in the district and/or school sponsored after school and/or summer intensive programs to work on necessary skills and problematic areas prior to re-taking the statewide assessment.

3. Summer School (seniors) - A student must successfully complete coursework to earn the required 18 or 24 high school credits, have a 2.0 GPA, and meet all state assessment requirements to earn a standard high school diploma. The purpose of the extended summer school for grade 12 is to provide the student with the opportunity to master the essential elements of incomplete/failed courses (maximum of two courses) and to ensure on-time graduation. The student may exit upon completing the required coursework.

11.ALTERNATIVE PROGRAMS

Alternative Education program refers to programs or services designed to meet the needs of students who may otherwise be unsuccessful in traditional environments and provide multiple paths to graduation. The School District provides academic support to students identified as not meeting district-established performance standards and the specified performance levels as measured by district indicators and state assessments. All students not meeting performance standards are eligible for these programs.

1. Adult High School – Adult High School classes are available for students who were close to finishing

their high school diploma prior to leaving their secondary education. Students will have an opportunity to earn a high school diploma once all graduation requirements are completed. Call to schedule an appointment through the Adult High School Counselor. The cost is $30.00 per term for AHS.

2. Co-enrolled – Currently enrolled students who are behind in credits needed for graduation may participate. Registration occurs through high school guidance office and students will be accepted based off seats available and students' grade level for priority. (Seniors and Juniors will have priority)

3. Discovery Academy - Students in grades 4-12 who are significantly behind their cohort group may be referred by the principal or principal's designee for placement. The Alternative Program Team will review the student's data and recommend placement. The data may include but is not limited to: academic history, attendance, and previous retentions. Utilizing a combination of direct instruction and computer based instruction, students would be given an opportunity to accelerate learning, enabling them to reach the level of their peers. Students completing the requirements will be allowed to enroll at the zoned high school.
4. Endeavor Academy - Students who have **committed expellable** offenses in grades 6-12 may be referred by their principal or the principal's designee for placement in an alternative education through the pre-expulsion hearing process.
5. PACE Center for Girls – A comprehensive education and therapeutic prevention and intervention services for troubled eligible adolescent girls in grades 6-12. Students are generally referred by their counselor by completing and submitting a referral form to the district office.

6. Pregnant and parenting students enrolled in HCSD who are working towards the completion of high school are eligible to participate in the Teenage Parenting Program (TAPP). The decision to attend the TAPP is voluntary; and the option to decline services is provided by the TAPP social worker. Coordination of health, social services, parent education, transportation, and childcare are ancillary service components of teenage parent program.

   TAPP students must successfully complete at least one (credit bearing) pregnancy and/or parenting courses earning a grade of "C" or better. TAPP students are offered non-credit bearing courses tailored to their individual pregnancy or parenting related needs. On-site childcare, licensed by the Department of Children & Families, is available for the children of TAPP students at the districts' designated sites.

   Pregnant and parenting students in HCSD will continue to benefit from existing school-based services provided to all students such as, crisis and academic support not related to pregnancy/parenting through the same system of delivery as their non-pregnant or parenting peers. High school students enrolled in the program will receive their high school diploma if all graduation requirements are met. Exit interviews with TAPP students who dropout or withdraw to attend other programs must include TAPP representation.

   TAPP participants and completers are expected to follow all school and district policies and procedures. To learn more about the program, contact the Student Services Dept – Teenage Parenting Program Social Worker.

12. HOMEWORK

Homework is an important tool used to ensure the student's readiness for each day's lesson in school. Research shows that homework is a proven benefit to the student's academic achievement when it enhances the classroom curriculum and encourages creativity and discovery. Homework assignments must have a real purpose, and students should receive **feedback** on assignments prior to assessment on the content. Teachers, students, and parents must work as a team for homework to be an effective part of instruction.

Homework assignments should be given within established homework guidelines in compliance with School Board policy 2330. Refer to the grading procedures section for homework weighting percentages. In addition:

- Students are accountable for homework assignments.
- Homework assignments must be based on Florida Standards and grade level benchmarks and must be directly related to the classroom instruction.
- Homework should be assigned to provide time for practice and reinforce lesson objectives.

13. MAKING UP WORK

A student shall be given the opportunity to make up work within two class meeting days per absence upon their return. Excused Absence work will receive full credit. Unexcused absence work **will receive full credit**, **up to 5 days per semester. Out-of-school suspension is considered an unexcused absence.** However, the make-up work must be made up within two days of the unexcused absence occurred. Also, the make-up rule does not apply when the work was assigned ***prior*** to the student's absence. **In such cases the test(s), project(s), 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.

14. REPORTING STUDENT PROGRESS

Parent(s)/guardian(s) and students **shall** receive accurate and timely information regarding academic progress and the School District's promotion requirements.

1. All notifications to parent(s)/guardian(s) of English Language Learners **shall** be made in their home/native language whenever feasible.
2. Parent(s)/guardian(s) should contact the school to request a conference. Teachers may schedule a conference when needed to review student performance.
3. Parent(s)/guardian(s) of a student who is in danger of failing a course, not meeting the 2.0 cumulative grade point average or not meeting promotion/graduation requirements **must** be notified in writing. This notification shall include an explanation of the options to assist the student in meeting the grade point average (e.g., forgiveness rule, summer session, counseling, tutoring, grade recovery, and study skills courses).
4. A report card will be uploaded in Skyward to each student at the end of each nine-week marking period and serves as a written notification of the student's progress. The student's final report card for the school year will indicate end-of-the year status regarding performance or non-performance at grade-level, acceptable or unacceptable behavior, attendance, and promotion [Florida Statute § 1003.33 (2)].
5. Report cards will be available via Skyward at the end of each quarter. The report card for the fourth nine weeks grading period will be available for pick up at each school by request only. **Please note**

that student grades are available on Skyward. This is not to prevent a teacher from notifying a parent/guardian more frequently if a problem is apparent.

6. The virtual school student's grades are maintained and updated in the parent and student learning management system. The parent has complete access to review and respond regarding student progress through continuous access to the student's academic performance in course work and time on work (attendance). Final course grade will be recorded in the student's academic history file.
7. High school certified counselors will initiate credit checks, at least annually, to inform students of their needed credits for graduation. In addition, it shall be the responsibility of students to monitor their progress and to complete all requirements for graduation. Graduation requirements and a checklist of completed requirements are available on Skyward.

15. GRADING SYSTEM

Grades provide students with feedback on their own learning, clarifies for them what they understand, what they don't understand, and where they can improve. Grades also provide information that can inform future teaching decisions. Therefore, it is important that grades accurately reflect the quality of student work. The grading system and interpretation of letter grades must comply with the state approved grading scale. For letter grades, an average of .50 or higher **must** be rounded up (i.e., 79.50 becomes a "B", while 79.49 is a "C"). The grading system and interpretation of letter grades for all grade levels shall be as follows:

Letter Grade	Percent Range	Point Value	Description (Florida Statute § 1003.437)
A	90-100	4	Outstanding Progress
B	80-89	3	Above Average Progress
C	70-79	2	Average Progress
D	60-69	1	Lowest Acceptable Progress
F	0-59	0	Failure
S	N/A	N/A	Satisfactory
N	N/A	N/A	Needs Improvement
U	N/A	N/A	Unsatisfactory
P	N/A	N/A	Applies to transfer credits
T	N/A	N/A	Passed Exam (Applicable only to AP, EOC and CLEP)
SB	N/A	N/A	Used to award credits for passing score on approved world language test

A student must be enrolled at least 10 days during a grading period to receive a report card grade. The report card grade for a student transferring into the Hernando County School District during the last 10 days of the marking period will be calculated as follows:

a. Students with transcripts – the report card will reflect the transfer grade. The following scores will be entered for any student transferring with an S, N, U (S = 85, N = 65, U = 55)
b. Students without a transcript – the report will reflect the grades earned in the classroom. In the event the student does not demonstrate proficiency, he/she may participate in the district's course/credit recovery program.

To allow for developmental growth, grades for kindergarten should not be cumulative (averaged). The report card grade must be an indication of the student's current demonstrated performance on the Grade Level standards that have been taught. In addition, the terms satisfactory (S), needs improvement (N) or unsatisfactory (U) will be used to describe student performance in some areas. This grade scale will be used in indicated areas:

• All subject in kindergarten • Science in grades K-2	• Fine Arts in grades K-5 • Physical Education in grades K-5 • Social Studies in grades K-3

Fine Arts / Physical Education
Students are marked for effort and participation in art, music and physical education classes. As per Florida Statute §1003.455 the school shall provide 150 minutes of physical education each week for students in kindergarten through grade 5. The physical education requirement may be waived for a student who requires remediation.

1. Student Conduct [Florida Statute § 1003.33(1) (b)] - Student conduct codes are separate from the grade earned for the marking period. The conduct codes reflect the student's overall conduct in all class activities and cannot be cause for lowering an academic grade.

2. Attendance (Florida Statute § 1003.33) - Attendance and academic performance shall be reported separately on student report cards. Students cannot be exempted from state academic performance requirements based on policies or practices designed to encourage student attendance.

3. Course Weight (High School) [Florida Statute § 1007.272(18); Florida Statute §1007.271 (16)] - Courses that are **un-weighted** have a point value ranging from 0-4. Courses that are weighted have an added point value of .5-1.0. Unweighted courses can be used to satisfy graduation requirements as well as admission requirements for the state university system.
   The **weighted grade** point average will be used to determine the student's ranking in class and the Valedictorian and Salutatorian. Parent(s)/guardian(s) should be aware that the weighted grade point average might not necessarily increase a student's chances for scholarships or admission to in-state or out-of-state colleges or universities.
   The following courses shall be assigned an additional .5 weight value:
   i. Honors courses
   ii. Advanced/Pre-AICE/Pre-IB/Pre-AP level 3 core academic courses including World Language courses that comply with the Bright Futures Scholarship and university admission guidelines
   iii. Level 3 CTE courses that lead to an industry certification (SB 850) and belong to a registered Career Academy with the Florida Department of Education.

   The following courses shall be assigned an additional 1.0 weighted value:

   Advanced International Certificate of Education (AICE): The Cambridge Advanced International Certificate of Education (AICE) courses offered will be assigned an additional 1.0 weight value.

Advanced Placement (AP): The Advanced Placement courses offered will be assigned an additional 1.0 **weight** value. A student who does not participate in the administration of the AP exam will not receive the additional 1.0 weight. Current Florida Virtual School policy requires all FLVS and franchise (Hernando *e*School) AP students to take the AP exam in order to receive AP credit for the course. Students enrolled in AP courses must be prepared to take the exam, which requires students to complete all assignments prior to the exam. **Grades for completed FLVS/Hernando *e*School AP courses are not issued until the exam has been completed.** Students must take the Advanced Placement Exam to receive Advanced Placement credit. **Students who complete the course successfully but do not take the AP Exam will receive honors-level credit.** As AP courses are college-level classes, it is the final step in completing AP curriculum. If a qualifying score is received on the exam, participating colleges may offer credit or waive requirement for equivalent courses. **College course waivers resulting from AP scores do not revert back for additional high school credit. Only the post-secondary institution can issue the waiver.**

Dual Enrollment (DE): The dual enrollment courses offered through PHSC or through any postsecondary institution with which the District has an articulation agreement, whether taken on the college campus or at the high school campus, will be assigned an additional 1.0 **weight** value (Florida Statute § 1007.271). Students not properly enrolled in a dual enrollment course shall not receive college credit or the additional 1.0 **weight** value. Students are strongly encouraged to speak with their Certified School Counselor about dual enrollment courses. Refer to the Dual Enrollment Articulation Agreement and handbook for additional information.

International Baccalaureate (IB): The International Baccalaureate courses offered will be assigned an additional 1.0 weight value.

CAPE / Career & Technical Education Academies: 1.0 Additional GPA weighting to those Students enrolled in Level 3 CTE courses, that lead to an industry certification (SB 850,) and belong to a registered Career Academy with the Florida Department of Education.

Note: Credit earned for Advanced International Certificate of Education, Advanced Placement, Dual Enrollment and International Baccalaureate courses via CLEP, P/F and S/U courses are not included in the calculation of the student's GPA. These earned credits do not receive weighted value (quality points).

4. Grading Procedures
   a. Grades are based on the quality of student performance relative to expected levels of achievement of the Next Generation Sunshine State/B.E.S.T. Standards, the course frameworks, the course syllabus approved by the principal or principal's designee, and will conform to adopted departmental grading weights.
   b. Quality of work will be assessed by multiple measures including, but not limited to, the following:
      i. teacher observations (oral presentations or reports, speeches, recitations, impromptu speaking, student participation, laboratory practices and demonstrations);
      ii. classroom assignments (paper and pencil assignments; reports, term or research papers, models, projects, exhibits, posters, and computer programs);
      iii. homework (School Board Policy 8420);
      iv. examinations (paper and pencil tests including: essay; multiple choice and

completion; oral tests; and skill tests requiring demonstration); and

v. alternate methods (Edgenuity or portfolios and performance assessments) and services

[Florida Statute § 1003.33 (1) (a)]

c. **A minimum of three (3) grades per weighted category for the marking period and a minimum of twelve (12) grades per marking period for all grades K-12**.

d. **A sufficient number of grades in each weighted category will be issued at both middle of the quarter and end of term. Every effort should be made to ensure the grades represent proficiency/mastery of the standards taught in the marking period. The report card effort code will provide additional information regarding the student's academic effort from progress report to end of the marking period.**

e. Grade(s) will be input weekly.

f. A recorded grade may **NOT** be changed after report cards are posted except by the following procedures:

   i. The change is initiated by the teacher and approved by the principal or principal's designee. The principal or assistant principal may initiate the grade change if teacher of record is inactive.

   ii. The required Grade Change must be submitted through Skyward and approved by the Principal.

e. Students enrolled in Exceptional Student Education (ESE) program(s) **must** have the opportunity to earn grades that are equivalent to the grades earned by general education students. No student may be denied the opportunity to earn above-average grades because of placement in an ESE program or due to the accommodations that have been deemed appropriate for use with his/her instructional setting(s). ESE students with disabilities **must** be graded on the basis of their performance.

f. Alternate assessments, including performance assessments, may be used to document progress for the ESE student with a disability. Criteria and evaluation procedures will be identified and discussed with the student and the parent(s)/guardian(s) upon entry to the program and/or at each annual review.

g. The grade of ***P*** (Pass) is used when validating/granting transfer credit for coursework when an official transcript or grades that equate to those used in Hernando County cannot be obtained. It is also used when P is specified on an official transcript. A grade of ***P*** is a transcript grade only, not a report card grade. It results in credit for coursework but does not affect the grade point average (GPA).

h. Transfer grades received as letter grades and for which numerical grades were not available, will be computed by using the middle scale (A=95%, B=85%, C=75%, D=65%, F=55%) of the grading system used in Hernando County Schools. The transfer student is also exempt from all assignments prior to their enrollment in the school/class. This process must be completed for every prior marking period so that there is an accurate end of year cumulative grade.

For transfers out of state not awarding high school credit because their semester has not ended, after our second semester has begun:

After the conclusion Semester 1 and before the conclusion of semester 1 at the previous school and that school is not awarding semester 1 credits, the following will occur:

- Counselors will record the semester 1 withdrawal grades on the transcript analysis form.
- Counselors will make a comment on this form that states *"the previous school did not award semester 1 credit due to withdrawal date".*

then

- **If the student is enrolled in semester 2 of the same class**:
- **Data Entry will** manually enter the transfer grades into the active course's grade book.
- The teacher will get a Skyward notification of the transfer grade.

i. All grades posted to the gradebook must have a numeric value.

5. Grading Weights and Categories – The following weighted categories are for the purposes of ensuring:
   a) Fair and consistent treatment of students across all classrooms,
   b) Consistency in grading as students transfer between classrooms and schools,
   c) Objectivity in grading,
   d) Emphasis on activities that reflect what the student can or cannot do based on the Florida Standards, and
   e) Reliability of the data when making correlations between course grades, benchmark and statewide assessments, and promotion/retention decisions.

   In addition, the categories represent a collection of the different activities and skills that students may engage in a classroom and that teachers view critical to the student's success in the course. The sum total of these weights will represent the course average prior to the calculation of the nine weeks grade.

Elementary		
S	**N**	**U**
70 – 100%	**60 – 69%**	**0 – 59%**

Elementary Grading			
English Language Arts	**Mathematics**	**Science**	**Social Studies**
Summative Assessments 40% (Cold read text set assessments, selection tests)	Summative Assessments 40% (teacher tests, projects, etc.)	Summative Assessments 40% (Performance Tasks, tests, FSSA reading tests, quizzes, essays, etc.)	Summative Assessments 40% (Chapter/unit test, writing task)
Extension Activities 30% (short/extended responses, paragraph writing, graphic organizers, text-based essay writing)	Extension Activities 30% (quizzes, written responses, assignments etc.)	Extension Activities 30% (Reading content-based activities, research, labs, notebooks/journals, written response, etc.)	Extension Activities 30% (Projects, writing in response to SS ELS texts, group activities)
Classwork 20% (Responses to reading, graphic organizers(reading), curriculum-based assignments and activities)	Classwork 20% (journals, projects, group work, etc.)	Classwork 30% (home projects, science fair, study guides, data communication, group projects, homework, centers, etc.)	Classwork 30% (Newspaper activities, think and review questions, crossword/vocabulary)
Other 10% (Encoding(spelling/dictation), grammar, projects, homework)	Other 10% (homework, centers, etc.)		
Middle School Grading			
English Language Arts	**Mathematics**	**Science**	**Social Studies**
Summative Assessments 40% (Unit assessments, novel assessments, final draft essays, final projects, presentations)	Summative Assessments 40% (unit/chapter test, unit projects)	Summative Assessments 40% (test, major projects, performance-based test)	Summative Assessments 40% (chapter and unit assessments)

Extension Activities 30% (quizzes, solo activities, writing process pieces (planning, outline, draft, edit, revise), close reads, group activities, projects)	Extension Activities 30% (quizzes, small projects, notebook checks for understanding)	Extension Activities 30% (quizzes, checks for understanding, for progress monitoring, etc.)	Extension Activities 30% (projects, essays, presentations, skits, journals, DBQs, etc.)
Classwork 20% Graphic organizers, response to reading/questions, notes, curriculum-based assignments and activities	Classwork 20% (Do Now, bell work, journal, ticket outs, checks for understanding)	Classwork 20% (Minor projects, labs, notebook, Do Now, bell ringers)	Classwork 20% (quizzes, tickets-out the door, Do Now, bell work, notebook, etc.)
Other 10% (Exit tickets, grammar, success starters, frontloading)	Other 10% (homework, centers, etc.)	Other 10% (homework, centers, etc.)	Other 10% (homework, centers, etc.)

High School Grading				
English Language Arts	**Mathematics**	**Science**	**Social Studies**	**Pre-AP**
Summative Assessments 40% (tests, final drafts, presentations, etc.)	Summative Assessments 40% (unit/chapter test, unit projects)	Summative Assessments 40% (tests, major projects, Performance based Tasks)	Summative Assessments 40% (chapter and unit assessments)	Summative Assessments 40% (Performance Tasks. Tests, essays, teacher created unit assessments, etc.)
Extension Activities 30% (Close reads, group work, draft writing, paragraph/short response, quizzes)	Extension Activities 30% (quizzes, small projects, notebook, checks for understanding, Quarter Exams for non-AGA courses, etc.)	Extension Activities 30% (quizzes, do now, bell ringers, Quarter Exams, etc.)	Extension Activities 30% (projects, essays, presentations, skits, journals, DBQs, Quarter Exams, etc.)	Extension Activities 30% (Learning checkpoints, quizzes, projects, etc.)
Classwork 20% (Graphic organizers, response to reading/questions, notes, curriculum-based assignments and activities)	Classwork 20% (do now, bell work, journal, ticket outs, checks for understanding)	Classwork 20% (minor projects, labs, notebooks,)	Classwork 20% (Quizzes, tickets-out the door, do now/bell work, notebook, etc.)	Classwork 20% (CW, minor projects, checks for understanding, etc.)

Other 10% (grammar, vocabulary, root words, tickets out the door)	Other 10% (homework, centers, etc.)	Other 10% (homework, centers, etc.)	Other 10% (homework, centers, etc.)	Other 10% (homework, centers, etc.)

Intensive/Remedial Coursework	
Intensive Reading (Iready)– Middle School	**Mathematics – Middle School**
Classwork 40% (Centers, whole group instruction)	Assessments 50% (on grade level assessments)
Assessment 25% (Tests, quizzes)	Classwork 50% (skill center and whole group activity tasks)
iReady Lessons 25% (Instructional path lesson grades or teacher assigned lessons)	
iReady Computer Center 10% (iReady lesson target)	
No homework will be assigned for Middle Grades Intensive Courses	
Intensive Reading – High School	
Summative Assessments 40% (online activities, tests)	
Classwork 35% (close reads, group work, paragraph/short response, quizzes)	
Foundational 25% (bell work, graphic organizers, grammar, vocabulary, root words, logs)	
No homework will be assigned	

The grading weights and categories for courses not listed above will be decided by the school administration and teachers of those courses. Teachers of these courses must follow grading procedures listed on page 45 under Grading Procedures.

6. Calculating Report Card Grades

a. **Nine weeks** grades will be calculated for all four quarters at the school level based on the following criteria:

Course Average	Nine Weeks Grade
100% (100% of the average of all grading categories)	

Note: Courses exempt from a fourth (4th) quarter exam are the following: (a) Courses with a Florida Standards Assessment FSA/EOC/F.A.S.T. (b) Advanced Placement (c) Cambridge Advanced International Certificate of Education, (d) Career Technical with a designated industry certification (e) International Baccalaureate (f) Developmental Language Arts Through ESOL(DLA-R/English Language Development).

b. **Semester** grades will be calculated at the high school school level based on the following criteria:

Nine Weeks	+	Nine Weeks	Semester Grade
50%	+	50%	

Example: 1st Nine weeks grade: 82 x .50 = 41
2nd Nine weeks grade: 77 x .50 = 38.5

Nine Weeks	+	Nine Weeks	Semester Grade
41	+	38.5	(80)

c. **Final** course grade will be programmatically calculated at the district level based on the following criteria:

j. **Courses with a Statewide End of Courses (EOC) assessment and a mandated 30% calculation** (Algebra 1, Geometry, US History, and Biology)

Semester 1 Grade	+	EOC	=	Final Semester 1 End of Course Grade 0.50 Credit
70%	+	30%	=	

Semester 2 Grade	+	EOC	=	Final Semester 2 End of Course Grade 0.50 Credit
70%	+	30%	=	

Courses with a Statewide End of Courses (EOC) assessment and a mandated 30% calculation (Civics)

Course Final Grade	+	EOC	=	Final Course Grade
70%	+	30%	=	

Courses with a Statewide End of Courses (EOC) assessment and student has ESE waiver for 30% grade of EOC (Algebra 1, Geometry, US History, Biology, and Civics)

Semester 1 Grade	+	Semester 2 Grade	=	Final Course Grade
50%	+	50%	=	

The EOC score may be excluded for graduation and 30% final grade calculation purposes for ESE students, in accordance with state waiver provisions. However, if the EOC score improves the student's overall grade, it may be included at the school's discretion.

Note:

[2] A student who does not participate in the statewide assessment for a course with a 30% calculation will receive an incomplete course grade. A grade adjustment will be made once the school receives the score.
[3] A student who commits an infraction that results in a test invalidation will receive an incomplete course grade and will be required to retake the assessment during the next administration of the assessment.
[4] A student who takes EOC courses through FLVS will not earn credit until the student has taken the EOC.

d. **Conversion Table** – The fourth nine weeks grade for a high school level Career and Technical Education courses with a CAPE industry certification exam will have the following grade calculation.

Industry Certification (IC)		
Pass = 100%	Fail = 69%	Refusal = 0%

7. Examinations - Exams will be administered during the last week of the marking period unless justified and approved by the principal or principal's designee. Early final examinations may be administered to students under the following provisions:
   i. Early induction into the U.S. military services
   ii. Early entrance as a student into a summer session at an institution of higher learning
   iii. Transfer of the place of employment of parent(s)/guardian(s) necessitating the family's moving to another location
   iv. Medical conditions or other reasons approved by the principal
   v. Early exams **will not** be granted for students taking vacations prior to the end of the marking period.
   vi. Make up exams will be administered for excused and 5 or less unexcused absences. Notification timeline for an excused absence applies.

K. COURSE and CREDIT RECOVERY

All students will be provided continuous opportunities to achieve proficiency to meet course standards established by the State of Florida. Teachers are expected to use embedded support strategies to provide opportunities for students to demonstrate proficiency. Any grade change that impacts the student's academic transcript is to be completed by the teacher of record, the principal, or principal's designee and submitted through Skyward.

1. Grade Repair
   a. Elementary – When a student's academic performance on any grade level assessment falls below 60%, the classroom teacher may provide the needed re-teach and practice through appropriate instructional strategies and differentiated instruction. **The student may retest on that assessment, however, the assessment completed through grade repair can receive a maximum grade of 70%.**

   b. Middle and High School - Grade repair is a practice that may be offered to help a student earn a passing grade for failed assignments and/or assessments while enrolled in the course**. However, any assignments or assessments completed through grade repair can receive a maximum grade of 70%**. Any failing grade due to a Code of Conduct violation (i.e. cheating, plagiarism, etc) or failure to submit assigned work may not be repaired. Teachers may elect to use Edgenuity/Imagine Learning as a Grade Repair option.

2. Course Recovery

(Middle School) - Course recovery is a practice to help a middle grade student repair a failed quarterly or course grade on the report card, during the subsequent marking period, allowing for the student to get back on track for promotion.

a. Florida Assessment of Student Thinking (FAST)/State Science Assessment/Civics EOC: Students who meet satisfactory performance (Level 3 or higher) can recover a failed course based on demonstration of grade level skills as indicated by the statewide standardized assessment score. The student will receive a 60% as the final course grade.
b. Edgenuity/Imagine Learning Course Recovery: Students may be assigned specific quarter(s) of coursework to complete online.
    i. Students enrolled in course recovery must have previously attempted the corresponding course and earned a grade of "F". Students that have earned an "F" will be given priority placement in course/credit recovery courses.
    ii. The instruction may be prescriptive; therefore, the student may exit upon completing the required nine weeks, semester, or yearlong coursework.
    iii. Summative assessments are to be proctored at the school site by the Lab Facilitator (designated by the principal) who supervises and provides support in the credit recovery/online learning lab. The designated Lab Facilitator will be bound by the district test administration agreement.
    iv. Documented and appropriate district and state testing accommodations will be provided to eligible students.
    v. The new grade earned and any applicable state or district end of course assessment grade previously earned will be used to calculate the new final grade.
    vi. Grade changes must be completed through Skyward and approved by an administrator.

3. Credit Recovery (High School) - Credit recovery is a practice to help a high school student recover either the first half, second half, or both semesters of a credit bearing course for which averaging of the grades obtained in each half would not result in a passing grade (A-D). The student may recover the nine weeks, semester, or the entire yearlong course. The practice permits students to get back on track for graduation. Credit recovery can be completed during the school day or after hours (Co-enrollment Adult Education, Hernando *e*School, and/or credit recovery program) via technology enhanced curriculum or face to face instruction when available.

a. Specific credit recovery course numbers must be used when available.
   Note: **(The National Collegiate Athletic Association (NCAA) consisting of Division I and II schools through which students receive athletic scholarships, do not recognize courses, credits, or grades that were earned based on less than the full completion of a semester course. Potential NCAA candidates cannot participate in credit recovery but must instead repeat the entire course.)**
b. Credit recovery courses are elective credit bearing courses with specific content requirements defined by Next Generation Sunshine State/Florida Standards.
c. Students enrolled in a credit recovery course must have previously attempted the corresponding course and earned a grade of D or F (Florida Statute § 1003.4282).
d. Credit recovery courses are not bound by Florida Statute § 1003.436 requiring 135 hours of bona fide instruction since the students have previously attempted completion of the corresponding course.

e. Summative assessments are to be proctored at the school site by the Lab Facilitator designated by the principal to supervise and provide support in the credit recovery/online learning lab. The designated Lab Facilitator will be bound by the district test administration agreement.
f. The new grade earned and any applicable state or district end of course assessment grade previously earned will be used to calculate the new final grade.
g. Documented and appropriate testing accommodations will be provided to eligible students.
h. Only quarter or semester grades are to be entered once a student completes all required coursework. Grade changes will be submitted through Skyward and approved by the Principal.

4. Grade Forgiveness [Florida Statute § 1003.4282 and Rule 6A-1.0955(3)] (High School Only) – Forgiveness policies for required courses shall be limited to replacing a grade of "D" or "F" with a grade of "C" or higher earned **subsequently** in the same or comparable course. Forgiveness policies for elective courses shall be limited to replacing a grade of "D" or "F" with a grade of "C" or higher earned subsequently in another course. The only exception to these forgiveness policies shall be made for a student in the middle grades who takes any high school course for high school credit and earns a grade of "C," "D," or "F". In such cases, the district forgiveness policy must allow the replacement of the grade with a grade of "C" or higher earned subsequently in the same or comparable course. In all cases of grade forgiveness, only the new grade shall be used in the calculation of the student's grade point average. Any course grade not replaced according to a district school board forgiveness policy shall be included in the calculation of the cumulative grade point average required for graduation.

   a. A required course may be forgiven by the same or a comparable course taken subsequently. A regular level course may be used to forgive the same course at the honors level. An honors level course may be used to forgive the same course at the AP/IB/AICE level. **A lower level of the same course is considered comparable because the benchmarks and/or course objectives are similar. However, the grade for any AP/IB/AICE/DE course recovered with an unweighted course will no longer be weighted.**
   b. A required course may be forgiven by a dual enrollment course of the same subject area and topic. This is considered a comparable course.
   c. A non-specific course requirement may be forgiven by another course within the same subject area. For example, physics may be forgiven by ecology.
   d. Any course that is not being used to fulfill a subject area requirement is considered an elective for forgiveness purposes. An elective course may be forgiven by another elective course taken subsequently. When using a different course to forgive an elective, the same semester in which the previous "D" or "F" was earned does not have to apply. For example: a second semester "F" in foreign language may be forgiven by a subsequent first semester "C" in Art; an "F" in law studies (a semester long course) taken first semester may be forgiven by a "C" in weight training (a semester long course) taken second semester ; an "F" second semester in intensive reading (a yearlong course) may be forgiven by a "C" in law studies (a semester long course) taken either semester.
   e. Students earning a grade of "D" on the repeat effort earn credit for that course; however, the initial failing grade is not forgiven. Students may again choose to repeat the same course, and upon earning a grade of "C" or higher, all earlier grades will be forgiven.
   f. If a student's final average with the EOC assessment included as 30 percent results in a course grade of "D" or "F", options for the student include retaking a semester of the course or retaking the entire course.
   g. If retaking the course and including the EOC assessment as 30 percent results in a final course average of "C" or above, then this grade replaces the "D" or "F". If it does not result in a "C" or

above, then the original course average stands and is not replaced. Only one credit is allowed per course, so only one grade per course should be included as part of the student's GPA [F.S. 1003.4282(6)]. In all cases of grade forgiveness, only the new grade shall be used in the calculation of the student's GPA. Any course not replaced according to the District school board forgiveness policy shall be included in the calculation of the cumulative GPA required for graduation.

h. If a student completes a course for grade forgiveness that has a corresponding EOC that counts 30 percent of the final grade, the grade is to be recalculated to include the 30 percent equivalent earned on the first attempt of the EOC.

i. If a student has more than the three (3) electives for required graduation under the ACCEL option, elective credits can be forgiven following the District grade forgiveness policy.

In all cases where courses are forgiven under the provisions above, the initial "F" or "D" grade(s) will remain as part of the academic history. Students should be advised that many universities calculate GPAs based on **all** courses attempted.

III. PROGRESSION and GRADUATION REQUIREMENTS

A. PROMOTION and RETENTION (Elementary-Middle)

Each student's progression from one grade to another is determined, in part, upon satisfactory performance in English Language Arts, mathematics, science, and social studies. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion. A minimum final grade of "D" in all 12 required core courses in the middle school is required.

1. Mandatory Retention for Grade 3 Students - To be promoted to Grade 4, a student must score a Level 2 or higher on the ELA FAST Assessment as required under Florida Statute §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 Florida Statute §1008.22 for Grade 3, the student must be retained, unless the student has met a good cause exemption as outlined by Florida Statute § 1008.25(5)b and Board of education Rule 6A-1.094221. **Any student not having a reported achievement level on the ELA FAST Assessment must be retained**. Students enrolled after the statewide assessment will be assessed using a district selected assessment.

2. Parent Notification Requirements for Retained Grade 3 Students - Written notification must be given to the parent(s) of any 3rd Grade student who is retained for reading stating that his/her child has not met satisfactory performance required for promotion, and the reasons why the child is not eligible for a Good Cause Exemption. The notification must comply with the Student Report Cards provisions of Florida Statutes §§1002.20(14) and 1003.33(2), as well as include a description of proposed interventions and supports that will be provided to the student to remediate the identified areas of reading deficiency. [Florida Statute § 1008.25(7)(b)2]

3. Good Cause Exemptions For Retained Grade 3 Students - Good Cause is defined as conditions that exist such that retention would be more adverse for the student than promotion. In accordance with Florida Statute § 1008.25(6)(b)(c) and State Board of Education Rule 6A-1.094221, the School Board may exempt a student from retention for Good Cause.

   Good Cause Exemptions are limited to the following:

a. Limited English proficient students who have had less than two years of instruction in an English for Speakers of Other Languages (ESOL) program based on the initial date of entry into a school in the United States;
b. Students with disabilities whose Individual Education Plan (IEP) indicates that participation in the statewide assessment program is not appropriate, consistent with the requirement of State Board of Education Rule;
c. Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment approved by the State Board of Education, i-Ready AP3 or AP4 scale score of 535 or higher;
d. Students who demonstrate, through a student portfolio, that they are reading at least Level 2 on the Florida Standards Assessment (FSA), as evidenced by demonstrating mastery of applicable state standards in reading 19;Refer to *Academic Portfolio for Good Cause Exemption (#4)* section.
e. Students with disabilities who participate in the FSA and who have an IEP or a Section 504 Accommodation Plan that reflects that the student has received intensive remediation in reading and English Language Arts (ELA) for more than two full academic years, but still demonstrates a deficiency and was previously retained in Kindergarten, Grade 1, Grade 2, or Grade 3;
f. Students who have received intensive remediation in reading for two or more full academic years but still demonstrates a deficiency in reading and who were previously retained in ESE PreK (by parent), Kindergarten, Grade 1, Grade 2, or Grade 3, for a total of two years **(A student may not be retained more than once in Grade 3.)**

4. Academic Portfolio for Good Cause Exemption - In accordance with State Board of Education Rule 6A-1.094221(3)(a-e), the student portfolio must meet the following criteria:
    a. be selected by the student's teacher;
    b. be an accurate picture of the student's ability and only include student work that has been independently produced in the classroom;
    c. include evidence that the benchmarks assessed by the Grade 3 statewide English Language Arts assessment have been met. Evidence is to include multiple choice items and passages that are approximately 50 percent literary text and 50 percent information text, and that are between 100-700 words with an average of 500 words. Such evidence could include chapter or unit tests from the District's/School's adopted core reading curriculum or teacher assessments that are aligned with the BEST Standards;
    d. be an organized collection of evidence of the student's mastery of the BEST Standards that are assessed by the Grade 3 FSA ELA22; and
    e. be signed by the teacher and the principal as an accurate assessment of the required reading skills. This assessment portfolio meets all of the criteria outlined in State Board of Education Rule 6A-1.094221(3)(a-e).
    f. This applies to students with disabilities who participate in the FAST Assessment, but still demonstrate a deficiency in reading after more than two years of intensive remediation, and were previously retained in in PreK, Kindergarten, Grade 1, Grade 2, or Grade 3.
    g. For each benchmark, there must be at least eight examples of mastery as demonstrated by a score of 70 percent or above. 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 immediately begin collecting evidence for a portfolio. [Florida Statute § 1008.25(5)(c)7]

5. Documentation for Grade 3 Good Cause Exemption - The classroom teacher must provide the principal with documentation that indicates the student should be promoted based on one of the Good Cause Exemption criteria listed above. This documentation should consist only of the existing Individual Education Plan (IEP), 504 Accommodation Plan and/or Progress Monitoring Plan (PMP), the report card, or the student portfolio. Documentation for Exemptions 3 and 4 shall be consistent with Florida Statute § 1008.25(6)(c)23. The school principal shall review and discuss recommendations with the teacher and make the determination as to whether the student should be promoted or retained. In accordance with Florida Statute § 1008.25(6)(c)2, information gathered for Third Grade Good Cause.

6. During the School Year Promotion of Retained Grade 3 Students - In accordance with Florida Statute § 1008.25(7)(b)3 and State Board of Education Rule 6A-1.094222, a student retained in 3rd grade may be eligible for mid-year promotion prior to November 1 if he/she demonstrates:
   - successful and independent reading at or above grade level;
   - sufficient progress to master appropriate 4th grade reading skills; and
   - meeting any additional requirements, such as satisfactory achievement in other curriculum areas, per local school board policies.

   The criteria for students promoted on or before November 1 must provide a reasonable expectation that the student has met the requirements above as evidenced by:
   - Satisfactory performance as demonstrated by scoring a Level 2 or above on beginning of the year administration of the statewide assessment (Section 1008.25(8)(b)2, F. S.)
   - Satisfactory performance on locally selected standardized assessment(s) measuring state academic standards in English Language Arts (Section 1003.41,F.S.)
   - Satisfactory performance on a state approved alternative assessment (State Board of Education Rule 6A-1.094221, F.A.C.)
   - successful completion of portfolio elements (State Board of Education Rule 6A-1.094222, F.A.C.)

   Students promoted during the school year after November 1 must demonstrate proficiency levels in reading equivalent to the level necessary for the month in which the transition to grade four occurs.

   The Progress Monitoring Plan (PMP) for any retained Grade 3 student who has been promoted midyear to Grade 4 must continue to be implemented for the entire school year and if necessary, for additional years. [State Board of Education Rule 6A-1.094222(4)]

7. Criteria for Exemptions from Retention (Grades K-2 and 4-5) - A student who does not meet the requirements for promotion as defined in the Student Progression Plan may be exempted from retention for compelling verifiable evidence indicating the student is performing at or near grade level. This information may be utilized to enact a decision to promote such students. The PS/R+I Team must review the student's file and make a recommendation to the principal.

8. Course Requirements (Middle School) - Promotion from a school that includes middle grades 6, 7, and 8 requires students to successfully complete the following academic courses:

Cumulative Course Requirements for Middle Grades Promotion			
SUBJECT AREA	**Grade 6**	**Grade 7**	**Grade 8**
English Language Arts	1 Year	1 Year	1 Year
	These courses must emphasize literature, composition, and technical text.		
Mathematics	1 Year	1 Year	1 Year
	Successful completion of a high school level Algebra 1 or Geometry course is not contingent on a student passing the end-of-course (EOC) assessment. The student's performance on the EOC assessment constitutes 30 percent of the student's final course grade.		
Science	1 Year	1 Year	1 Year
	Successful completion of a high school level Biology 1 course is not contingent on a student passing the end-of-course (EOC) assessment. The student's performance on the EOC assessment constitutes 30 percent of the student's final course grade.		
Social Studies	1 Year	1 Year	1 Year
	One semester of these courses must include the study of state and federal government and civics education. The student's performance on the Civics EOC assessment constitutes 30 percent of the student's final course grade. (1003.4156 F.S. *A middle grades student who transfers into the state's public school system from out of country, out of state, a private school, 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 courses in social studies or two year-long courses in social studies that include coverage of civics education).*		
Career & Education Planning	To be completed in 6th- 8th grade. The activities must assist students in determining educational and career options and goals and result in the completion of a personalized academic and career plan for the student. Each student shall complete a course in career and education planning (1003.4156 (e) F.S). This is a district requirement to ensure students graduate career and post–secondary school ready.		
One semester of physical education is required each year for students enrolled in grades 6-8 (1003.455 F.S.). The following waiver options are available: 1) The student is enrolled or required to enroll in an academic support course 2) The student's parent indicates in writing to the school that: a) the student be enrolled in another course from among those courses offered as options by the school district; -OR b) the student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.			

9. Retention Chart – (Middle) To be promoted within middle school at the end of a given year, a student must pass a minimum number of core courses. Conditionally promoted students who do not complete an academic support program will be retained, based on principal decision, in the grade level to which they were conditionally promoted. It is the responsibility of the administrator and counselor to ensure proper scheduling in both grade level and recovery courses. The following will serve as a guide for making conditional promotion and retention decisions:

Grade 6-8			
#Failures	**Action**	**Schedule**	**Course Recovery** (in a concentrated one semester format)
0	Promoted	Regular schedule	N/A
1 - 2	Conditional Retention	Placed in the next grade level coursework and scheduled to repeat courses not passed as appropriate	1 course recovery period
3 or more	Retained	Retained in the grade level and scheduled to repeat courses not passed. Scheduled for the next level of the core academic course successfully completed	3 to 4 course recovery periods during the school year
Students in grade 8 who have not met the middle grades promotion requirements to high school described in Florida Statute § 1003.4156 will not be promoted to high school.			

Note: Upon successful completion of the recovery course, the student may return to a full grade level schedule.

Students with multiple retentions may be placed in an alternate program of instruction or an alternate instructional setting as required by Florida Statute §1008.25(2)(c). The program will incorporate multi-tiered support systems, intensive instruction in deficient areas to bridge the gaps, and acceleration in areas of strength.

10. Special Programs and Retention
    a. English Language Learners (ELLs) (State Board of Education Rule 6A-6.0902) - Students identified as English Language Learners (ELLs) **must** meet the District levels of performance as indicated on the Student Progression charts. ELLs must demonstrate literacy skills on grade level in either English or their native language.

       ELLs may not be retained if they are substantially-below-grade-level in reading in English, but can demonstrate grade level literacy skills in their native language. An ELL Committee **must** meet to determine whether an ELL should be retained. Adequate progress, as determined by the ELL Committee, should be used as cause for promotion. An ELL **may** be retained if the ELL Committee has determined that the student has not progressed satisfactorily.

    b. Students With An Active Section 504 Accommodation Plan (Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104) - A student's Section 504 Accommodation Plan documents each of the accommodations required to ensure the student receives a free appropriate public education and has an equal opportunity to access the general education curriculum. If a Section 504 Team decides to make any alteration to the delivery of instruction or student assignments for a student with an active Section 504 Accommodation Plan, such alteration must be documented in the student's 504 Accommodation Plan. A parent or guardian of a student with an active Section Accommodation Plan must be notified of any proposed changes to the 504 Plan. In addition, a parent or guardian must be given the opportunity to provide input on decisions made by the 504 Team. A 504 plan must be updated and reviewed annually in the student information system (SIS).

       A student with an Active Section 504 Accommodation Plan **must** meet the School District's levels of performance. Parent(s)/guardian(s) **must** be notified if a student with a 504 Plan is being considered for retention. The Team **must** determine if the reason(s) for retention is/are caused by the disability of record on the active Section 504 Accommodation Plan. If the team determines that the below-grade-level performance is caused by the disability, the student's placement **must** be re-evaluated.

The re-evaluation **must** include a review of the student's records, the student's intellectual and academic abilities and other pertinent information provided by the student's teachers. Comprehensive documentation regarding student placement **must** be provided each time re-evaluation occurs.

If the team determines that the below-grade-level performance is not caused by the disability, the student is treated in the same manner as any general education student.

c. Exceptional Student Education (ESE) Eligible Students

The Individuals with Disabilities Education Improvement Act of 2004 requires:

- *The IEP for each child with a disability to include:*
- A statement of measurable annual goals, including academic and functional goals designed to meet the child's needs that result from the disability to enable the child to be involved in and make progress in the general education curriculum.

A student who is enrolled in Exceptional Student Education (ESE) **must** meet the School District's performance standards, **unless** the IEP specifies that the student is unable to meet the grade-level performance standards, because:

- The student's demonstrated cognitive ability and/or behavior prevent the student from completing required class work and achieving mastery of Florida Standards or Access Points, even with appropriate and allowable class work modifications.
- The student is unable to apply or use academic skills at a minimal competency level in the home or community.

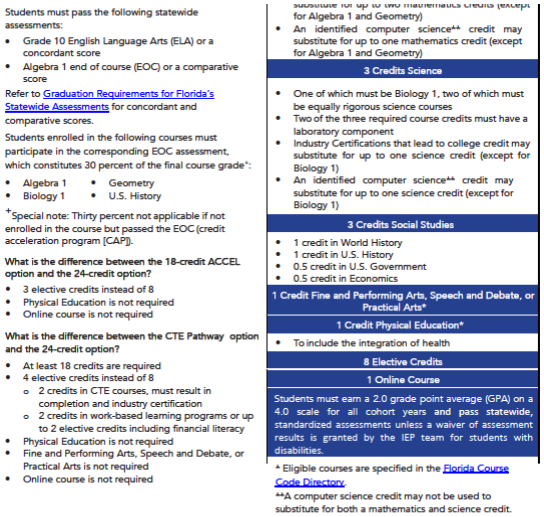
When an ESE-eligible student with a disability is determined to be performing below-grade-level in reading, writing, mathematics, and/or science, the IEP Team should be convened to review the IEP. The student's IEP **must** address **all** of the student's educational needs, including the student's below-grade-level performance. The IEP Team may recommend a Progress Monitoring Plan (PMP) to address the student's educational need in reading, writing, mathematics, and/or science.

Students with disabilities who are enrolled in an ESE program(s) may be considered to have met promotion requirements when he/she has achieved the goals that are specified on the student's IEP. The primary responsibility for determining each student's level of performance is that of the special program teacher and the general education teacher. The principal may (upon recommendation of the instructional staff and the IEP Team) determine that the promotion requirements have been satisfied. Other factors that may be considered are the students':

i. previous retention history
ii. current goals and objectives on the student's IEP
iii. social/emotional behavior
iv. attendance
v. placement and a possible change in the current placement
vi. grades
vii. current accommodations/modifications/services

B. PROGRESSION and GRADUATION REQUIREMENTS CHARTS (High School)

Florida Statute § 1003.4282 identifies state minimum graduation requirements for grades 9-12, adult students, and students with disabilities who are to be awarded a standard high school diploma by a



Students must pass the following statewide assessments:

- Grade 10 English Language Arts (ELA) or a concordant score
- Algebra 1 end of course (EOC) or a comparative score

Refer to Graduation Requirements for Florida's Statewide Assessments for concordant and comparative scores.

Students enrolled in the following courses must participate in the corresponding EOC assessment, which constitutes 30 percent of the final course grade+:

- Algebra 1
- Biology 1
- Geometry
- U.S. History

+Special note: Thirty percent not applicable if not enrolled in the course but passed the EOC (credit acceleration program [CAP]).

What is the difference between the 18-credit ACCEL option and the 24-credit option?

- 3 elective credits instead of 8
- Physical Education is not required
- Online course is not required

What is the difference between the CTE Pathway option and the 24-credit option?

- At least 18 credits are required
- 4 elective credits instead of 8
  - 2 credits in CTE courses, must result in completion and industry certification
  - 2 credits in work-based learning programs or up to 2 elective credits including financial literacy
- Physical Education is not required
- Fine and Performing Arts, Speech and Debate, or Practical Arts is not required
- Online course is not required

for Algebra 1 and Geometry)

- An identified computer science** credit may substitute for up to one mathematics credit (except for Algebra 1 and Geometry)

3 Credits Science

- One of which must be Biology 1, two of which must be equally rigorous science courses
- Two of the three required course credits must have a laboratory component
- Industry Certifications that lead to college credit may substitute for up to one science credit (except for Biology 1)
- An identified computer science** credit may substitute for up to one science credit (except for Biology 1)

3 Credits Social Studies

- 1 credit in World History
- 1 credit in U.S. History
- 0.5 credit in U.S. Government
- 0.5 credit in Economics

1 Credit Fine and Performing Arts, Speech and Debate, or Practical Arts*

1 Credit Physical Education*

- To include the integration of health

8 Elective Credits

1 Online Course

Students must earn a 2.0 grade point average (GPA) on a 4.0 scale for all cohort years and pass statewide, standardized assessments unless a waiver of assessment results is granted by the IEP team for students with disabilities.

* Eligible courses are specified in the Florida Course Code Directory.

**A computer science credit may not be used to substitute for both a mathematics and science credit.

ts that students shall earn in certain

ments in effect at the time the student t graduates, unless the requirements ed for all students by Florida Statute, **or** ears after the student's original class k-12-public-schools/bosss/graduation-

ation concerning high school graduation 32, so that the students and their parents **-year high school student may elect to § 1003.4282).**

Florida High School Graduation Requirements STUDENTS ENTERING GRADE NINE IN 2015-2016 School year & thereafter			
Subject Area	24-Credit Program	**ACCEL Program (18 credits minimum)**	**CTE Graduation Path (18 credits minimum)**
English/ Language Arts (ELA)	• 4 credits in ELA 1, 2, 3, 4 ELA honors, AP, AICE, IB, and dual enrollment courses may satisfy this requirement (must pass the Grade 10 ELA statewide assessment or earn a concordance score in order to graduate with a standard diploma)	Same requirement	Same requirement
Mathematics	• 4 credits, one of which must be Algebra 1 and one of which must be geometry (must pass the Algebra 1 EOC or earn a comparative score to earn a standard diploma and the EOC results count 30% of the final course grade; Geometry EOC results count 30% of the final course grade) • Industry certifications that lead to college credit may substitute for up to 2 mathematics credits (except for Algebra 1 and Geometry)	Same requirement	Same requirement
Science	3 credits, one of which must be Biology 1 (Biology EOC results count 30% of the final course grade), 2 of which must have a laboratory component • An Industry certification courses that lead to college credit substitute for up to 1 science credit (except for Biology 1) • An identified rigorous Computer Science course with a related industry certification substitutes for up to one science credit (except for Biology)	Same requirement	Same requirement

Social Studies	• 1 credit in World History • 1 credit in U.S. history (U.S. history EOC results count 30% of the final course grade), • .5 credit in U.S. Government • .5 credit in Economics	Same requirement	Same requirement
World Language**** (same language)	• 2 credit sequential (Not required for high school graduation, but required for admission into state universities)	Not required for high school graduation, but required for admission into state universities	
Fine and Performing Arts, Speech and Debate, or Prac. Arts	1 credit in Fine or Performing Arts, Speech and Debate, or specified Practical Arts (eligible courses specified in Course Code Directory)	Same requirement	Not required
Physical Education	1 credit in Physical Education to include the integration of health	Not required	
Electives	8 credits	3 credits	2 credits in career and technical education** 2 credits in a work-based learning program***
Electives (2023-2024 Freshman Cohort)	7.5 credits	2.5 credits	2 credits in career and technical education** 2 credits in a work-based learning program***
Financial Literacy (2023-2024 Freshman Cohort)	.5 credit	Same requirement	Same Requirement
Grade Point Average (GPA) Requirements[6]	Cumulative GPA of 2.0 on a 4.0 scale		

*At this time, industry certifications approved for meeting mathematics and science high school diploma requirements are NOT accepted as one of the 4 math or 3 natural science credits required for SUS admission and/or Bright Futures Scholarships.
** The courses must result in program completion and an industry certification.
*** A student may substitute up to two credits of electives, including one-half credit in financial literacy, for work-based learning program courses to fulfill this requirement.
**** A student can earn a Spanish I credit and/or a Spanish II credit with a combination of beg./int./adv. Spanish courses in middle grades. A combination of 2 M/J Spanish courses will equal 1 Spanish HS credit and all 3 courses will equal a credit in both Spanish I and Spanish II HS courses.

Scholar Designation	Merit designation
In addition to meeting the standard high school diploma requirements: • 1 credit in Algebra 2 or an equally rigorous mathematics course • Pass Geometry EOC • 1 credit in statistics or an equally rigorous mathematics course • Pass the Biology 1 EOC • 1 credit in Chemistry or Physics • 1 credit in a course equally rigorous to Chemistry or Physics • Pass the U.S. History EOC • 2 credits in the same World Language • Earn at least one credit in AP, IB, AICE or a dual enrollment course. A student is exempt from the Biology I or U.S. History assessment if the student is enrolled in an AP, IB or AICE Biology I or U.S. History course and the student and the respective AP, IB or AICE assessment; and earns the minimum score to earn college credit.	In addition to meeting the standard high school diploma requirements: • Attain one or more industry certifications from the established list (Florida Statute § 1003.492). ftp://ftp.hcsb.k12.fl.us/docs///Curriculum/2013-2014/CTE/GoldStandardArticulationIndexHernando.pdf

Biliteracy Designation – Starting 2016-2017 level of competency in listening, speaking, reading and writing in one or more languages in addition to English

Rule 6A-1.09951, FAC, Requirements for the Florida Seal of Biliteracy Program

Silver Seal of Biliteracy	Gold Seal of Biliteracy

1. Has earned four (4) foreign language course credits in the same foreign language with a cumulative 3.0 grade point average or higher on a 4.0 scale; or 2. Has earned a score or performance level on any of national or state level exams(school site will have chart)	**1. Has earned four (4) foreign language course credits in the same foreign language with a cumulative 3.0 grade point average or higher on a 4.0 scale and Level 4 or higher on the Grade 10 English Language Arts (ELA) Florida Standards Assessment (FSA); or 2. Has earned a score or performance level on any of the national or state level exams(school site will have chart)**

Florida High School ACCESS DIPLOMA Graduation Requirements STUDENTS ENTERING GRADE NINE IN 2017-2018 School year and Thereafter	
Subject Area	**24-Credit Program**
English/ Language Arts (ELA)	Four (4) credits Access English Language Arts (ELA)
Mathematics	Four (4) credits in Mathematics • Access Algebra 1, or Access Algebra 1A and Access Algebra 1B, • Access Geometry • Access Liberal Arts • Access Math for Data and Financial Literacy • Access Algebra 2
Science	Three (3) credits, one of which must be Access Biology 1 • Access Earth/Space Science • Access Physical Science • Access Biology I • Access Chemistry • Access Integrated Science
Social Studies	Three (3) credits • 1 credit in Access World History • 1 credit in Access U.S. History • .5 credit in Access U.S. Government • .5 credit in Access Economics
Fine and Performing Arts, Speech and Debate, or Practical Arts	1 credit in Fine or Performing Arts, Speech and Debate, or specified Practical Arts (eligible courses specified in Course Code Directory) http://www.fldoe.org/policy/articulation/ccd
Physical Education	1 credit in Physical Education to include the integration of health
Industry Certification	Not required
Electives	8 credits (suggested courses in the area of career and technical education)
Grade Point Average (GPA) Requirements[6]	Cumulative GPA of 2.0 on a 4.0 scale
*At this time, industry certifications approved for meeting mathematics and science high school diploma requirements are NOT accepted as one of the 4 math or 3 natural science credits required for SUS admission or Bright Futures Scholarships.	

C. EARLY GRADUATION

A student may choose the option of early graduation (less than eight semesters) if the student earns credits **required for a standard diploma under the 18 or 24 credit option** as set forth in Florida Statute

1003.4281. A student that has met all of the graduation requirements as prescribed by the State of Florida and the Hernando County School District and wishes to graduate before the end of the academic year, the following are required:

a. Notification in writing of the student's intent to graduate early.
b. Approval of the principal.

Early graduation students will continue to participate in school and social events and other specifically named events as if the student were still enrolled in high school including class ranking, honors, and award determinations as part of the student's cohort. The student will be allowed to participate in the graduation ceremony. If the student chooses to participate in the graduation ceremonies, he/she must attend all required practices and meet all other requirements as if he/she was still in attendance at the high school. A student who graduates from high school midyear (September 1-January 31) may receive an initial Bright Futures Scholarship award during the spring term following graduation if the student applies for the scholarship award no later than August 31 of the graduation year. (Office of Student Financial Aid – OSFA)

D. GRADE POINT AVERAGE (GPA)

GPA is defined as the numerical average represented by the point value of the letter grades earned divided by the number of courses. The point value is based on a standard scale of 4.0 with **no** weighting factor for different levels of difficulty. The scale is based on 4.0 (***A***), 3.0 (***B***), 2.0 (***C***), 1.0 (***D***) and 0 for any other grade (Florida Statute § 1003.437). Refer to the section on Grading for more information on course weights.

Students **must** earn a minimum grade point average (GPA) of 2.0 **unweighted** on a 4.0 scale for all credits attempted except, to meet graduation requirements (Florida Statute § 1003.4282).

E. CREDIT

1. Awarding Credits - Credits are awarded in one-half (½) credit increments per semester upon successful completion of course requirements. [Florida Statute § 1003.436 (2)].

   High School students may earn one-half (.5) credit for semester long courses. A student enrolled in a full-year course will receive one full credit (1.0) upon earning a passing course grade including any EOC requirements. Virtual School, Credit Recovery and Correspondence School grades may be averaged with regular high school grades for the same course number for purposes of awarding credit as defined above.

   Note: Any high school course for which a grade is awarded at the middle school (i.e.: Algebra I or Foreign Language) cannot be dropped from the transcript and will be used to calculate the GPA. The student may recover the grade under the Forgiveness policy (Florida Statute § 1003.4282).

2. Transfer Credits [Uniform Transfer of Middle and High School Credits Act FS § 1003.4282 (7)] - Student transferring to a Florida public high school in 2012-13 and thereafter from out of country, out of state, a private school, or a home education program or DJJ and the student's transcript shows an Algebra 1 course in progress, the student must pass the statewide, standardized Algebra 1 EOC assessment in order to earn a standard high school diploma unless the student:
   a. *These students must earn a comparative passing score on the Mathematics section of either the SAT or the ACT or PSAT* or

b. passed a statewide assessment in Algebra 1 administered by the transferring entity, or
c. passed the statewide mathematics assessment the transferring entity uses to satisfy the requirements of the Elementary and Secondary Education Act, 20 U.S.C. s. 6301.

If a student's transcript shows a credit in high school reading or English Language Arts II or III, in order to earn a standard high school diploma the student must:

a. Take and pass the grade 10 ELA assessment or
b. Earn a concordant score on the ACT or SAT

If a transfer student's transcript shows a **final course grade and course credit** in Algebra I, Geometry, Biology I, or United States History, the transferring course final grade and credit shall be honored without the student taking the requisite statewide, standardized EOC assessment and without the assessment results constituting 30 percent of the student's final course grade [Florida Statute § 1003.4282 (8)**].**

3. Procedures for Validating Credits (State Rule 6A-1.09941 and Rule 6A-1.09942) –
   a. Credits and grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value subject to validation. If the student does not possess an official transcript or is a home education student, previous credits shall be validated through performance during the first grading period.
   b. By Performance: A student transferring into a school shall be placed at the appropriate sequential course level and should have passing grades (middle grades) or a minimum grade point average of 2.0 (high school) at the end of the first grading period. Students who do not meet this requirement shall have credits validated using the Alternative Validation Procedure.
   c. Alternative Validation: If validation based on performance as described above is not satisfactory, then any one of the following alternatives shall be used for validation purposes as determined by the teacher, principal, and parent:
      i. Portfolio evaluation by the superintendent or superintendent's designee (middle and high;
      ii. Demonstrated performance in courses taken at other public or private accredited schools (middle) ;
      iii. Satisfactory performance in courses taken through dual enrollment or at other public or private accredited schools(High);
      iv. Satisfactory performance on nationally-normed standardized subject area assessments (middle and high);
      v. Satisfactory performance on a statewide standardized assessment (middle and high);
      vi. Written recommendation by a Florida certified teacher selected by the parent and approved by the principal (high) or
      vii. Written review of the criteria utilized for a given subject provided by the former school (middle and high).

Students must be provided at least ninety (90) days from date of transfer to prepare for assessments.

Note: Transfer grades which are received as numerical grades will be computed by using the grading scale provided by the sending school when possible. Certified School Counselors should access FASTER to obtain numerical grades. **Transfer grades received as letter grades and for which numerical grades were not available, will be computed by using the middle score (A=95%, B=85%, C=75%, D=65%, F=55%) of the number grade in use in Hernando County School District.**

F. OPTIONAL REQUIREMENTS

1. Service Learning and Volunteer Service (Florida Statute §1009.536) - High school students may receive one-half credit (for each 75 hours served) in a voluntary public service elective course (0500370) or in a voluntary school/community service course (2104330). For both programs, students are required to complete a Community Service Plan that describes the social problem being served, the plan for personal involvement and a final evaluation of the service experience. A maximum of one credit may be earned for community service. For more information on community service and high school credit, awards, and hours that may be counted, please contact the school counselor

   Service hours are not a requirement for graduation. However, it is a requirement for Bright Futures scholarship and must be completed after grade 8th promotion. Non-credit volunteer hours:
   a. Must have pre-approval from the Certified School Counselor and principal
   b. Can only be earned at a not for profit institution (501(c)(3) as well as educational institutions provided the volunteer hours are performed after school hours
   c. Must be submitted no later than the end of each month
      If you have questions concerning the type of organization contact your Certified School Counselor immediately.

2. World Language (Florida Statute § 1003.429)
   World language credit is not a requirement for graduation. However, Section 1007.261(1)(a), Florida Statutes, requires two credits of sequential foreign language instruction at the secondary level as a prerequisite for admission to all Florida state colleges and universities. **A student whose native language is not English is exempt of this requirement, provided that the student demonstrates proficiency in his/her native language.** Two credits of American Sign Language can satisfy the foreign language requirement. Students can fulfill this requirement as follows:

   a. Enroll in and complete two (2) consecutive courses of instruction at the high school level. The second consecutive year enrollment in the language may be waived only if there is a scheduling conflict and must have administration approval. The second year must be completed as soon as scheduling permits. **OR**

   b. Demonstrate competency to the second high school level or higher (i.e. Spanish 2, Creole 3, etc.) without taking the first course, **OR**
      Note: Placement of native speakers into language courses must be at an appropriate and challenging level (i.e. Spanish 2, Dual Enrollment, and Advanced Placement). School counselors should consult with the world language teacher and ESOL support staff for proper placement.

   c. Earn one high school credit at the middle school level and a subsequent credit at the high school level. Students pursuing the 18-credit graduation option who wish to satisfy the world language requirement for Language I and II through the credit by exam program process must arrange with the school counselor and the appropriate world language teacher for proper placement. [Refer to the FCCD]

      Note: Students may actually meet the state university admission requirement for world (foreign) language or American Sign Language without obtaining two credits. If a student is able to

demonstrate competency to the second high school level or higher (Spanish 2, Creole 2, etc.) without taking the first course, the student will be considered as meeting the requirement. Students able to show competency at the second level or higher without taking 2 credits in the same language will still be required to submit 18 credits as approved for state university admissions. Refer to the Bright Futures Course Table for the list of state university approved list.

G. COURSE SUBSTITUTIONS (High School)

1. Career and Technical Education (Florida Statute § 1003.4282) - A student who earns one industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one mathematics credit. Students who earn two certifications may substitute for up to two mathematics credits, except for Algebra I and Geometry. A student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one science credit, except for Biology I. Course code waiver numbers for mathematics and science have been added to the CCD for student transcript purposes.

   Some CTE courses identified in the FCCD and courses in which the student earns a nationally recognized industry certification have dual credit value and may be used to satisfy the following standard high school diploma requirements:
   a. One credit requirement in fine or performing arts, speech and debate, or practical arts

   Note: [1]At this time, industry certifications approved for meeting mathematics and science high school diploma requirements are NOT accepted as one of the four (4) math or three (3) natural science credits required for SUS admission.
   [2]As of 2015-2016, if a student seeks to attain CAPE Digital Tool Certificate or CAPE industry certification, this information must be included in the student's Individual Educational Plan (IEP).

2. Physical Education - One (1) credit in physical education to include the integration of health. Schools meet the physical education graduation requirements through:
   a. Health Opportunities through Physical Education (HOPE) [Florida Statute § 1003.428 (2)(a)(6)] **OR**
   b. Students may meet the requirement through .5 credit Personal Fitness and .5 credit of a Physical Education activity elective

   The **HOPE** option may be waived by the following:
   a. Participation in an interscholastic sport at the junior varsity or varsity level for two full seasons shall satisfy the one-credit requirement in physical education. **OR**
   b. Completion of one 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 extracurricular activity, or in a dance class shall satisfy one-half credit in physical education or one-half credit in performing arts. **This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an individual education plan (IEP) or 504 plan. Student will need to complete .5 credit in Personal Fitness.**
   c. Completion of 2 years in a Reserve Officer Training Corps (R.O.T.C.) class, a significant component of which is drills, shall satisfy the one-credit requirement in physical education and the one-credit requirement in performing arts. **This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an**

IEP or 504 plan. Student will need to complete .5 credit in Personal Fitness.

The school may not require that the one-credit physical education requirement be taken during the Grade 9 year [Florida Statute § 1003.428 (2)(a)(6)]. Refer to Florida Department of Education Technical Assistance Paper June 15, 2007. K-12: 2007-103.

3. Fine and Performing Arts:
   The fine or performing arts includes speech and debate or a practical arts course that incorporates artistic content and techniques of creativity, interpretation, and imagination. Eligible practical arts courses are identified with a "PA" designation in the Course Code Directory. [Florida Statute § 1003.428 (2)(a) (5)]. This requirement may also be fulfilled by completing the following:
   a. Two years of JROTC, a significant portion of which is drills. One credit of JROTC satisfies the performing arts requirement and one credit of JROTC satisfies the HOPE requirement. See the Physical Education section above [Florida Statute § 1003.4282 (3)(f)].

H. COURSE ACCOMMODATIONS/MODIFICATIONS

Accommodations are changes that can be made to the way students learn and how they are tested. They describe changes in format, response, setting, timing or scheduling that do not alter the curriculum or test in any significant way. Accommodations include changes made to the environment and /or teacher behavior, which supports a student's learning, such as teaching methods and materials, classroom assignments and tests, learning environment, strategies, time demands, and schedules.

1. English Language Learners (ELLs)
   English Language Learners (ELLs) will be enrolled in English through ESOL I, II, III and IV or English 1, II, III and IV to guarantee the necessary credits needed for graduation. Any exceptions **must** be documented through an ELL Committee meeting.

2. Students With an Active Section 504 Accommodation Plan Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104)
   The Section 504 Team must meet annually to determine if a student's mental or physical impairment substantially limits one or more of an individual student's major life activities, such as learning, walking, seeing, hearing, speaking, and/or breathing. The team will consider a variety of sources such as: medical information, behavioral observations, checklists, classroom tests, teacher recommendations/reports, current grades, academic history, standardized-test reports or other reports. Any deviation and/or exemptions to the general-education content requirements would be the decision of the Section 504 team (with parent(s)/guardian(s) notification) and would be addressed on the Section 504 Accommodation Plan. Thus, the individual student's Active Section 504 Accommodation Plan would document the accommodations to the general-education content requirements needed for that student to ensure an equal opportunity to master the general-education content requirements.

3. Exceptional Student Education (ESE) Eligible Students - If accommodations have been provided for ESE students and the IEP committee determines that modifications would be necessary for the student's needs, a decision may be made to provide modifications to the curriculum.

Modifications to the curriculum are only used for students that are determined eligible for receiving instruction on Florida Access Points and that are looking to obtain a standard diploma using the course codes aligned with these standards. Modifications should be used to support the curriculum expectations and grading systems for students to reflect the student's expected level of performance. For students that participate in modified curriculum, the IEP team should frequently visit and determine that the standards based grading measures are being used in accordance with the progress towards the criteria set forward through the use of the Access Points. On the standardized assessment, the students on Access Points will participate on the aligned assessment to gain insight as to whether course progression towards the standards are being mastered. In this case, it is essential that all of the members of the IEP team, including the student and parent(s), have a clear understanding of how the student will be graded through the use of the Access Points along with progression towards IEP goals.

The School Board approves modifications to vocational courses to ensure students with disabilities the opportunity to meet graduation requirements for regular diploma. When modifying vocational courses, the particular outcomes and student performance standards that a student must earn credit must be specified on the student's IEP.

IV. DISTRICT/STATE ASSESSMENT REQUIREMENTS

The primary purpose of the student assessment program is to provide academic achievement and learning gains data to students, parents, teachers, school administrators, and school district staff. This data is to be used by districts to improve instruction and guide learning objectives (Florida Statute § 1008.22). Each student must participate in statewide standardized assessments at designated grade levels and for designated courses, as required by Section 1008.4282. The Florida Assessment of Student Thinking (F.A.S.T.) replaces the Florida Standards Assessment (FSA) for reading, writing and mathematics, measures Florida Standards in English Language Arts and Mathematics. Student achievement of the NGSSS benchmarks for science and social studies is measured by the FCAT 2.0.

A. ASSESSMENT CHARTS

The following charts represent district and statewide assessments administered to students in grades 3-12 designed to identify the educational strengths and needs of students and the readiness of students to be promoted to the next grade level or to graduate from high school.

Districtwide Assessments	
Assessment Type/ Purpose	**Assessment Name/Target**
Diagnostic: To determine the nature of the student's difficulty and areas of academic need	iReady K-8 ELA and Mathematics (grades 6-8, intensive students only) English Language Arts Progress Monitoring (11-12) Mathematics (AGA) STAR Assessments
Common Exams: To measure student progress toward academic goals for the marking period in the course	Mathematics grades 11-12 Quarter Checkpoints Science Quarter Checkpoints Social Studies Quarter Checkpoints
College Readiness: To measure college readiness skills and eligible students wishing to participate in Dual Enrollment	Post-Secondary Education Readiness Test (PERT) PSAT 10th Grade Students intending to participate in Dual Enrollment

State Assessment (Level 3 = On Grade Level)	**Grades Assessed**									
	3	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
Florida Assessment in Student Thinking in ELA - Reading	X	X	X	X	X	X	X	X*		

Florida Alternate Assessment in ELA										
B.E.S.T. Writing		X	X	X	X	X	X	X		
Florida Assessment in Student Thinking in Mathematics Florida Alternate Assessment in Mathematics	X	X	X	X	X	X				
Science NGSSS Assessment			X			X				
Civics NGSSS EOC Assessment (30% of course grade)					X					
Florida Civic Literacy Exam										X
Algebra 1 B.E.S.T./~~F~~AA EOC Assessment *	Administered to students who complete the respective coursework. The score is averaged as 30% of their course grade									
Geometry B.E.S.T./~~F~~AA EOC Assessment										
Biology 1 NGSSS EOC Assessment										
U.S. History NGSSS EOC Assessment										
***To earn a standard diploma, the student is required to score satisfactory (Level 3, on grade level) or higher on the grade 10 ELA and Algebra 1 EOC or achieve a concordant/comparative score on a college readiness assessment.**										

~~Concordant/Comparative Scores Meet Graduation Test Requirements~~		
~~All students entering 9th Grade 2020-2021 and after~~		
~~SAT EBRW~~	~~ELA Grade 10~~	~~480~~
~~ACT Reading and English~~	~~ELA Grade 10~~	~~18~~
~~PSAT/NMQST Math~~	~~Algebra I EOC~~	~~430~~
~~SAT Math~~	~~Algebra I EOC~~	~~420~~
~~ACT Math~~	~~Algebra I EOC~~	~~16~~
~~Geometry EOC~~	~~Algebra I EOC~~	~~Level 3~~
~~Classic Learning Test (CLT)~~	~~Algebra I EOC~~	~~11~~
~~CLT Verbal Reasoning and Grammar/Writing~~	~~FAST ELA Grade 10~~	~~36~~
10th Grade ELA FAST Concordant/Comparative Scores that Meet Graduation Test Requirement		
All students entering 9th Grade 2022-2023 and after		
Assessment	**Assessment Scale**	**Concordant Score**
SAT Reading and Writing section	200–800	490
PSAT/NMSQT Reading and Writing section	160–760	470
PSAT 10 English and Writing section	160–760	470
ACT English and Reading subject test (averaged)	1–36	18
PreACT Secure English and Reading subject test (averaged)	1–36	18
CLT Grammar/Writing and Verbal Reasoning subtest tests (sum)	0–80	39

CLT10 Grammar/Writing and Verbal Reasoning subtest tests (sum) 0–80	0–80	39
Algebra I EOC Concordant/Comparative Scores that Meet Graduation Test Requirement		
All students entering 9th Grade 2022-2023 and after		
Assessment	**Assessment Scale**	**Concordant Score**
SAT Math	200–800	420
PSAT/NMSQT Math	160–760	430
PSAT 10 Math	160–760	430
ACT Math	1–36	16
PreACT Secure Math	1–36	16
CLT Quantitative Reasoning	0–40	14
CLT10 Quantitative Reasoning	0–40	14
Statewide, Standardized Geometry EOC Assessment	Achievement Level 1–5	Achievement Level 3

Students who entered grade 9 in the 2022–2023 school year (who would be seniors during the 2025–2026 school year) can use either the previous or the newly-adopted concordant/comparative scores to meet their assessment graduation requirements.

Students who enter grade 9 in the 2025–2026 school year, or students who entered grade 9 in the 2023–2024 through 2024–2025 school years and have not yet earned a concordant/comparative score by the August 1st, 2025, will be required to use the B.E.S.T.-aligned concordant/comparative scores.

Commented [JM1]: Updates to concordant scores and tables

B. DISTRICT/STATE ASSESSMENT ACCOMMODATIONS FOR SPECIAL PROGRAM STUDENTS

1. English Language Learners (ELL) - On classroom assessments and district common assessments, like the Balanced tests, lesson, chapter, unit tests and nine-week exams accommodations listed on the district's strategy sheet or other documented adaptations appropriate to the student's language proficiency level may be provided. The use of Model Performance Indicators (MPIs) based on the WIDA tools for assessment is encouraged.

   English Language Learners (ELLs) must take all required state and district achievement tests unless they have an IEP or ELL Plan, which indicates otherwise [State Board of Education Rules 6A-1.09432(2) and 6A-6.0909]. Accommodations to **statewide testing, like FSA and EOCs**, are limited to the following:

   a. flexible setting
   b. flexible scheduling
   c. flexible timing
   d. state-approved Heritage Language Dictionary or Glossary, and
   e. limited assistance by the ESOL, or heritage language teacher, or paraprofessional using the student's heritage language

ELLs **must** have access to an English-to-heritage language translation dictionary or glossary, such as those made available in instructional settings for ELL students. When a student is classified as both ESOL and ESE, all accommodations listed on their IEP as well as their ELL Plan **must** be offered. Parents/guardians are notified in writing of all accommodations offered to their child. A copy of this document is maintained in the ELL folder.

2. Students With An Active Section 504 Accommodation Plan (Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104)
   Accommodations will be provided based on the completed and annually reviewed form. Students with active Section 504 Accommodation Plans may be eligible to receive appropriate accommodations on both School District and state assessments. The Section 504 Team should refer to the student's past performance on standardized tests and the classroom testing accommodation section of the Section 504 Accommodation Plan to determine how the disability could substantially interfere with his/her performance. If so, the Section 504 Team will determine the necessary and appropriate accommodations for district and state assessments.
   Testing accommodations during School District/State testing will be implemented as appropriate and as specified in the student's 504 Accommodation Plan based on the student's need and requirements represented in the respective test manual. The 504 Accommodation Plan must specify standard administration with accommodations.

3. Exceptional Student Education (ESE) Eligible Students
   Testing accommodations during School District/state testing will be implemented as appropriate and as specified in the student's IEP based on the student's need and requirements represented in the restrictive test manual. The IEP **must** specify:
   a. standard administration or administration with accommodations
   b. accommodations

Note: Specific information regarding accommodations for each assessment instrument can be found in the *Statewide Assessments Accommodations Guide, 2023-2024.*

4. Computer Based Testing Accommodations
   Computer based testing accommodations are provided for students with disabilities enrolled in public schools with current IEPs or Section 504 plans and English Language Learners (ELLs) based on the student's need and requirements represented in the respective Computer-Based Test Administration Manual.

   Accommodations are changes that can be made to the way students learn and how they are tested. They describe changes in format, response, setting, timing or scheduling that do not alter the curriculum or test in any significant way. Accommodations include changes made to the environment and /or teacher behavior, which supports a student's learning, such as teaching methods and materials, classroom assignments and tests, learning environment, strategies, time demands, and schedules.

5. Accommodations for students taking an industry certification exam varies based on each industry recognized certified agency. The course instructor should be notified of any requested accommodations to begin the 3rd party approval process.

C. EXEMPTIONS FROM DISTRICT/STATE ASSESSMENTS FOR SPECIAL PROGRAM STUDENTS

1. English Language Learners - English Language Learners shall be assessed for academic progress using guidelines established under Section 1008.22, F.S.

Students who will receive a standard diploma **must** achieve passing scores on the Statewide Standardized Assessment or meet the concordant subject area test score on a State Board of Education approved alternate assessment and satisfy student performance standards for each course in Grades 9-12 for which credit toward graduation is awarded. Students with a disability may meet certain criteria for waivers from this graduation requirement [Florida Statute § 1008.22(3)(c)5; Florida Statute § 1003.428(3); Florida Statute § 1003.43(4); Florida Statute § 1003.438; State Board of Education Rule 6A-1.0995-6]. A student who has taken the Statewide Standardized Assessment a minimum of once without earning a passing score may satisfy the Statewide Standardized Assessment requirement by achieving an equivalent score on an alternate assessment, the ACT or SAT. The one-time test administration requirement shall not apply to a new student who enters the Florida public school system in Grade 12 who may either achieve a passing score on the Statewide Standardized Assessment or use approved subject area concordant score to fulfill the graduation requirement [Florida Statute § 1008.22(9)].

Pursuant to FS 1003.433(3) and FAC 6A-1.09422

For English Language Learners who have been enrolled in an ESOL program for less than two years and have met all other requirements for graduation except for the state assessment(s), the following two options for determining whether students have satisfactorily demonstrated grade-level expectations that can be interpreted as a measure of grade 10 level achievement in ELA are:

Assessment Option

Assessment	Criteria
Chalk Talk	Grade 10 Lexile of at least 905L
ACCESS for ELLs	4 in Reading and 4 overall
AICE English General Paper	Passing score of A, B, C, D, E
Curriculum Benchmark Assessments	Passing score of 70% or higher

Portfolio Option

The use of a portfolio of student work, which will:

- Contain artifacts that are evidentiary of grade 10 ELA standards being met with a score of 70% or higher;
- Include student work that has been independently produced in the classroom; and
- Be signed by the teacher and principal that it is an accurate assessment of the required skills for meeting the graduation requirements of the state of Florida.

English Language Learners who have completed the credits required for graduation and who have failed to meet the 10th grade standards as measured by the Statewide Standardized Assessment shall be eligible for compensatory education for "a thirteenth year" as provided in Florida Statute § 1003.43 State Board Rule 6A-6.0909.

English Language Learners who failed to meet the standards after completing the "thirteenth year" may be eligible to be reported for FTE funding in the appropriate courses in the adult education program of the Florida Education Finance Program (State Board Rule 6A-6.0909).

2. Students With An Active Section 504 Accommodation Plan - Students with active Section 504 Accommodation Plans may **not** be exempted from District or state assessments. However, the Section 504 Team **must** determine whether a student with an active Section 504 Accommodation Plan may need testing accommodations. Testing accommodations are determined by the Section 504 Team.

3. Exceptional Student Education (ESE) Eligible Students - The IEP Team determines whether an ESE-eligible student participates in state and School District assessments. The decision to exclude any ESE-eligible student **must** be documented in the student's IEP and **must** meet the following criteria:

   a. The student is unable to master grade level general content standards pursuant to Rule 6A-1.09401, F.A.C., even with accommodations, assistive technology, or accessible instructional materials.
   b. The student is participating in a curriculum based on access points pursuant to Rule 6A-1.09401, F.A.C., for all academic areas.
   c. The student requires direct instruction in academics based on access points in order to acquire, generalize and transfer skills across settings.

   In accordance with Florida Statute § 1003.5715, separate parental consent is required for instruction in access points curriculum and administration of an alternate assessment. The district may not implement the changes without parental consent unless the district documents reasonable efforts to obtain parent's consent and the parent has failed to respond or the district obtains approval through a due process hearing and resolution of appeals.

   Statewide Standardized Assessment Waiver for ESE-Eligible Students
   (S.1008.22(3)(c)2., F.S., states that students with disabilities can be eligible for a waiver of statewide, standardized assessment results for the purpose of receiving a course grade and a standard high school diploma.)

   i. The Statewide Standardized Assessment graduation waiver process is designed for consideration of students with disabilities who may be eligible for a waiver on the reading sections of the assessment.
   ii. District responsibilities
   In order for the Statewide Standardized Assessment graduation requirement to be waived, the IEP team must meet to determine whether or not the assessment can accurately measure the student's abilities, taking into consideration allowable accommodations.
   iii. Eligibility criteria
   To be considered for a waiver from the Statewide Standardized Assessment graduation requirement, the student must:
      - Be identified as having a disability as defined in Florida S 1007.02(2).
      - Have an individual educational plan (IEP).
      - Have demonstrated proficiency in the core content knowledge and skills needed for a standard high school diploma.

- Have taken the Grade 10 Statewide Standardized Assessment with appropriate, allowable accommodations at least once but recommended twice.
- Be progressing toward meeting the state's 24 credit/ ACCEL 18 credit and 2.0 cumulative grade point average (GPA) requirements and any other district requirements for graduation with a standard diploma.

To be considered for the waiver from the EOC assessment requirement (Algebra 1, Geometry, US History, Biology, Civics), the student must meet all of the following criteria:

- Be identified as a student with a disability, as defined in Florida Statute § 1007.02(2)
- Have an active individual educational plan (IEP)
- Have taken the EOC assessment with appropriate allowable accommodations at least once but recommended twice
- Have demonstrated, as determined by the IEP team, achievement of the course standards
- The EOC score may be excluded for 30% final grade calculation purposes for ESE students, in accordance with state waiver provisions. However, if the EOC score improves the student's overall grade, it may be included at the school's discretion.

iv. Additionally, to ensure that each student has had every opportunity to pass the Statewide Standardized Assessment, participation in the assessment during the spring semester of senior year is recommended.

v. Under Florida Statute § 1003.433(1), a student who transfers from another state in 12th grade must pass the Grade 10 Reading Assessment or an alternate assessment that is concordant with the Statewide Standardized Assessment; earn a 2.0 GPA; and meet all requirements of the school District, or state from which he or she is transferring OR meet Florida's course requirements in order to earn a standard diploma. A transfer student may be considered for the waiver.
*A student who has solely been identified as Hospital/Homebound would not be eligible for a waiver.

~~V.~~ STANDARD DIPLOMA ~~and CERTIFICATE OPTIONS~~

Commented [JM2]: No longer a certificate option

A student who meets all of the high school graduation requirements is awarded a standard diploma in a form prescribed by the State Board of Education. Transfer students wishing to receive a diploma from a Hernando County high school or participate in graduation ceremonies must meet all district and state graduation requirements. The Hernando County School District will certify completion of a course of study with one of the following:

A. 24 Credit Option or 18 Credit - Academically Challenging Curriculum to Enhance Learning (ACCEL) Option

A standard diploma is awarded to students who meet all criteria (18 or 24 credits and assessments) established by the School Board, Florida Statute § 1003.4282, Florida Statute 1003.3105(5). Refer to graduation charts.

Home Education/Transfer (N998 and 7004) students wishing to receive a high school diploma from Hernando *e*School must:

a. meet the District's graduation requirements including passing scores on statewide assessments

b. be a full-time student with Hernando eSchool (open enrollment dates are 90 days from the district's start date, until two weeks prior the district school start date).

Note: eSchool student must comply with the grading timelines and clearance as all other graduating seniors. Hernando eSchool does not calculate and award the distinctions of *Valedictorian* and *Salutatorian,* class rankings. Seniors that enroll outside of the fall open enrollment window for Hernando eSchool during the school year can take courses with eSchool. If they meet full time eligibility requirements during the spring open enrollment window and they are still enrolled with Hernando eSchool, they can receive their diploma over the summer. Students may not take completed transcripts back to their zoned school for graduation purposes.

B. ACCESS DIPLOMA – Refer to chart on page 62

C. CAMBRIDGE ADVANCED INTERNATIONAL CERTIFICATE of EDUCATION DIPLOMA

Diploma Section 1003.4282, F.S., defines the revised options for earning an AICE Diploma. Students must Ffield earn equivalent minimum of seven credits by passing a combination of examinations at either double credit (A level) or single credit (AS level), as follows. The core AS Level Global Perspectives and Research (mandatory – one credit) and six credits selected from the following subject group areas: 1. Mathematics and Sciences (minimum of one credit) 2. Languages (minimum of one credit) 3. Arts and Humanities (minimum of one credit) 4. Interdisciplinary and Skills Based (optional – maximum of two credits). The Cambridge AICE Diploma is awarded at Distinction, Merit or Pass level depending on the passing grades earned on the AICE subject examinations. For Cambridge AICE exams, the passing letter grades range from A* (at A level only) to E with A* being the highest. The lowest passing grade of E is comparable to a US course grade of C or a 3 on an AP examination. Students who do not qualify for a Cambridge AICE Diploma will receive AS or A Level General Certificate of Education (GCE) subject certificates for the subject examinations passed and must meet all general diploma requirements

D. INTERNATIONAL BACCALAUREATE DIPLOMA

This type of diploma is awarded to students who meet defined standards and conditions as established by the International Baccalaureate Organization (IBO). Students who earn at least 24 credits and complete the International Baccalaureate (IB) curriculum requirements will satisfy district and state course requirements for graduation with an IB Diploma. To fulfill Florida Statute § 1003.43 requirements for the IB diploma curriculum, students must complete required coursework and internal and external assessment requirements

E. AP CAPSTONE

The AP Capstone Diploma is granted to students who earn scores of 3 or higher in AP Seminar and AP Research exams and on 4 additional AP Exams of their choosing. The AP Seminar and Research Certificate is granted to students who earn scores of 3 or higher in both AP Seminar and AP Research.

~~F. CERTIFICATE OF COMPLETION~~

~~A student shall be awarded a Certificate of Completion if the student completes all standard course requirements (Florida Statute § 1003.4282 or Florida Statute § 1002.3105) (24 or 18 credit options) but fails to:~~

1. ~~Achieve a cumulative grade point average of 2.0 on a 4.0 scale, or its equivalent, in the courses required and/or~~
2. ~~Earn a passing score on the statewide assessment or a concordant/comparative score (Florida Statute § 1008.22)~~

Commented [JM3]: No longer an option

~~Students who receive a Standard Certificate of Completion have the following options in order to meet the statewide assessment and/or GPA requirements:~~

1. ~~Continue to take the Statewide Standardized Assessment~~
2. ~~Take the ACT, SAT, PSAT, or any standardized exam FLDOE approves and earns the respective concordant/comparative score for the Statewide Standardized Assessment established prior to 2023.~~
3. ~~Return to school for two (2) additional semesters to remediate the Statewide Standardized Assessment and/or GPA~~
4. ~~Stay in school and enroll in a GED Exit Option Program~~
5. ~~Enroll in an Adult GED Program or credit program~~
6. ~~Meet the new concordant/comparative scores in effect as of June 2023.~~

~~Any student who is otherwise entitled to a certificate of completion under the 24 credit or ACCEL 18 credit graduation option may elect to remain in the high school either as a full-time student or a part-time student for up to 1 additional year and receive special instruction designed to remedy his or her identified deficiencies [Florida Statute § 1003.43(10(b)) (Florida Statute § 1003.428 (7)(b)].~~

~~A student who has received a Certificate of Completion who subsequently meets the requirements for a standard high school diploma shall be awarded a standard high school diploma dated the school year in which the requirements are completed [Florida Statute § 1003.43(10) (b)].~~

~~Students in Exceptional Student Education (ESE) programs who are entitled to a Certificate of Completion may, as an alternative, elect to remain in the secondary school through the end of the day in which the student turns 22 years of age or until the receipt of a Standard Diploma. The purpose of remaining in school is to receive special instruction to remediate the identified deficiencies. These students may attend school for only the time necessary for these deficiencies to be remediated.~~

~~**Note: Students earning a Certificate of Completion must have a minimum 2.0 GPA and all required credits to participate in the graduation ceremony.**~~

Note: Any student who needs to meet graduation requirements under the 24 credit or ACCEL 18 credit graduation option may elect to remain in the high school either as a full-time student or a part-time student for up to 1 additional year and receive special instruction designed to remedy his or her identified deficiencies [Florida Statute § 1003.43(10(b)) (Florida Statute § 1003.428 (7)(b)].

Commented [JM4]: Added/Edited language

G. GRADUATION DEFERMENT

Students with disabilities may be eligible to defer receipt of the standard high school diploma and continue to receive services through public education. This decision must be made the year in which the student is expected to graduate. However, the student will participate with the graduation class in the year he/she meets graduation requirements.

Options available for deferment include:

1. Accelerated college credit instruction
2. Industry certification courses that lead to college credit
3. Collegiate high school program
4. Course necessary to satisfy the Scholar designation requirement
5. Structured work-study, internship, or apprenticeship programs

Benefits for deferral will vary depending on the individual student needs and program selected. Generally, deferral allows the student to have access to college course work, provides vocational training, preparation for college admission, or job skills training.

VI. DIPLOMA DESIGNATIONS and SEALS

Students who satisfy course and testing requirements above-and-beyond those required for a standard diploma may earn diploma designation(s) which may be in the form of a seal, sticker, stamp, or text.

1. **Scholar** – Refer to the Florida High School Graduation Requirements
2. **Merit** – Refer to the Florida High School Graduation Requirements
3. **Seal of Biliteracy** – Students may receive foreign language recognition on their diploma and transcript if they graduate with a standard diploma (18 or 24) credits and attain a high level of competency in listening, speaking, reading, and writing in one or more foreign languages. (Florida Statute § 1003.432 and SB Rule 6A-1.09951)

Gold Seal of Biliteracy

a. Earn four (4) foreign language credits in the same language with a 3.0 GPA and Level 4 or higher on the Grade 10 English Language Arts (ELA) Florida Standards Assessment (FSA) and
b. A qualifying score or performance level on an approved nationally recognized examination on the state board rule list ; or
c. Demonstrate language proficiency through maintenance of a portfolio for languages which are not tested on the nationally recognized examinations state board rule list.

Silver Seal of Biliteracy

a. Earn Four (4) foreign language credits in the same language with a 3.0 GPA and
b. A qualifying score or performance level on an approved nationally recognized examination on the state board rule list or
c. Demonstrate language proficiency through maintenance of a portfolio for languages which are not tested on the nationally recognized examinations state board rule list.

Note: A high school student who did not enroll in, or complete, foreign language courses, shall be awarded four (4) foreign language high school course credits, upon attaining at least the minimum score or performance level set forth in subparagraph (3)(a)2. for the Silver Seal of Biliteracy." If a student earns a course credit through passage of a CLEP | or AP examination, a credit is awarded per the Credit Acceleration Program (CAP), [Section 1003.4295 (3)]. For the seal of biliteracy, no more than four (4) credits in a foreign language should be awarded. Therefore, three (3) more foreign language credits would be awarded for a total of four (4). Data Element Code SB should be use for credits awarded for passing scores and should be reported in Survey 5.

Foreign Languages Waiver Code Does Count for Bright Futures (0791920)

For Students Qualifying for a Seal of Biliteracy Who Use the World Languages Transfer Codes, Make Sure to Add the Foreign Languages Waiver Code to Indicate the Student Demonstrates Proficiency to the Second Level in a World Language and Maintain Evidence/Documentation Locally, Thus Meeting the Bright Futures World Language Requirement

VII. HONORS AND RECOGNITIONS **(Elementary, Middle and High School)**

Academic recognition will be based on the courses that the student was enrolled in for the grading period. This policy applies to all students regardless of the program. Data for honor recognition shall be obtained from the automated student database whenever possible and will be computed on the four-point system (weighted). Honor recognition for outstanding performance in all subjects shall use the following guidelines:

1. Honors and Recognitions - Elementary
   a. End of nine week recognitions - Students may be recognized at the end of each nine-week grading period for outstanding performance in all subjects:
      - **Honors:** A,B, and S grades
      - **Principal's List:** A and S grades only
   b. End of year recognitions:
      Students may be recognized at the end of the school year for outstanding performance in all subjects:
      - **Superintendent's Award:** A and S grades in all subjects for the entire school year
      - **Principal's Award:** Final averages of A and S with no grade less than a B in all subjects
      - **Honors Award:** Final averages of A, B, and S with no grade less than a C in all subjects
   c. Recognition for Perfect Attendance:
      Students may be recognized for good attendance at the end of each nine-week grading period and/or at the end of the school year.

2. Honors and Recognitions - Secondary
   - **Highest Honors/Superintendent's List:** 3.80 or higher GPA and no grade lower than a "B"
   - **High Honors/Principal's List**: 3.50-3.79 GPA and no grade lower than a "B"
   - **Honor Roll:** 3.0-3.499 GPA with no grade lower than a "C"

   Any student earning a grade point average (GPA) of 3.50 or higher on his/her report card, who has received a grade below a "B", but no grade lower than a "C", will receive Honor Roll designation rather than Highest Honors/ Superintendent's List or High Honors/ Principal's List.

3. Honors Recognition at Graduation
   A student graduating with a standard diploma including a student who has graduated early, may have one or more of the following special designations as defined below and based on grade point average computed to four decimal places at the end of second semester as soon as final grades are verified.
   a. **Honors:** To receive an Honors designation on the diploma, the student must have achieved all criteria and graduation requirements and have an overall weighted grade point average of 3.0-3.499.
   b. **High Honors:** To receive a High Honors designation on the diploma, the student must have achieved all the criteria and graduation requirements and have an overall weighted grade point average of 3.50-3.799.
   c. **Highest Honors:** To receive a Highest Honors designation on the diploma the student must have achieved all the criteria and graduation requirements and have an overall weighted grade point average of 3.80 or higher.
4. Valedictorian and Salutatorian **(High School Only)**
   To be eligible for valedictorian or salutatorian recognition, a student must have attended the same Hernando County School District public school for three years, two of which must be the junior and senior years.

a. The **weighted grade** point average will be used to determine the student's ranking in class and the Valedictorian and Salutatorian. Parent(s)/guardian(s) should be aware that the weighted grade point average might not necessarily increase a student's chances for scholarships or admission to in-state or out-of-state colleges or universities.
    i. The valedictorian/salutatorian award will be based on high school level course grades earned including DE courses.
    ii. The valedictorian will be the student with the highest weighted average carried to the ten-thousandth place (four digits after the decimal) **at the end of first semester of his/her senior year as soon as grades are verified.**
    iii. The salutatorian will be the student with the second highest weighted average carried to the ten-thousandth place (four digits after the decimal) **at the end of first semester of his/her senior year as soon as grades are verified.**
    iv. In the case of a tie for the highest weighted average, co-valedictorians will be named, and the student with the third highest weighted average will be designated as salutatorian. In the case of a tie for the second highest weighted average, co-salutatorians will be named.
b. In the event of district-initiated boundary changes, (i.e. rezoning, closing a program or school) a student who is required to change schools will be eligible to share the recognition as valedictorian or salutatorian with a fully eligible student, without meeting the three-year attendance requirement in the same school. However, the student must have been enrolled in the District public schools for three years. The criterion for GPA still applies.
c. If a student elects to change schools by changing their educational choice status, they must meet the three-year enrollment requirement as stated above.
d. **A Valedictorian or Salutatorian who commits a major infraction of the code of conduct and/or felony arrests that pose a safety concern during their graduating year will forfeit their designation and may be prohibited from participating in the graduation ceremony. The next highest-ranked student will be elevated to the Valedictorian or Salutatorian position.**
e. Each high school will determine the procedures for their graduation ceremony.

Note: Graduating students who are not part of the graduating cohort will not be considered for class ranking recognition (i.e. top 10%, 20%, valedictorian, and salutatorian)

VIII. GRADUATION CEREMONY **(High School)**

The high school graduation ceremony is an event to celebrate students who have successfully met the academic and extracurricular requirements for graduation. Therefore, all graduating seniors must complete all senior clearance procedures prior to participating in graduation ceremonies. Students who have completed all requirements for a Standard Diploma will be permitted to participate in the graduation ceremonies at the school in which they are enrolled provided all financial obligations are satisfied and behavioral standards are met and maintained throughout the graduation ceremony. In addition, to participate in the graduation ceremony, the student is required to attend graduation practice. Major infractions of the code of conduct and/or felony arrests that pose safety concerns may prohibit a student from participating in the graduation ceremony and other extra-curricular activities

~~**Students earning a Certificate of Completion must have a minimum of 2.0 GPA and required credits to participate in the graduation ceremony.**~~

Commented [JM5]: This is no longer a diploma option and students will not be allowed to participate in the ceremony

In addition, students who graduate early but have not participated in a graduation ceremony will be

permitted to participate in the graduation ceremony for their cohort. **While a student who graduates early is permitted to participate in school activities and social events, the student must comply with district school board rules and policies.**

Any student who fulfills graduation requirements at the end of the first semester will have the graduation date of December entered. Any student who fulfills graduation requirements at the end of the second semester will have the graduation date of June entered.

In the event of the death of a Hernando County high school student in Grade 12 prior to the completion of all state requirements for graduation, the parent(s)/guardian(s) will receive an honorary diploma in the name of the student. If the student had completed all of the state graduation requirements prior to his/her death, the parent(s)/guardian(s) will receive the diploma earned.

IX. FLORIDA DEPARTMENT OF EDUCATION BRIGHT FUTURES (Florida Statute §1009.53)

The Florida Bright Futures Scholarship Program consists of four awards:
1) Florida Academic Scholars Award (FAS),
2) Florida Medallion Scholars Award (FMS),
3) Florida Gold Seal Vocational Scholars Award (GSV), and
4) Gold Seal CAPE Scholar (GSC).
Each award has its own academic eligibility requirements, award amounts, and funding length. A student may receive funding for only one of the above awards. The highest award earned by the student will be selected (Florida Statute § 1009.53). Bright Futures program requirements are listed in the Florida Counseling for Future Education Handbook or the Office of Student Financial Assistance website at: http://www.FloridaStudentFinancialAid.org/SSFAD/bf/acadrequire.htm

Note: A student who graduates from high school midyear may receive an initial Bright Futures Scholarship award during the spring term following the student's graduation, as long as the student submits the Florida Financial Aid Application by August 31st prior to the intended graduation date and meet the academic school year scholarship requirements.

X. COLLEGE ADMISSION REQUIREMENTS and COLLEGE ENTRANCE EXAMINATIONS

Refer to the postsecondary institution for admission requirements. General information and test dates offered by the College Entrance Examination Board for the SAT and by American College Testing for the ACT are available in the guidance offices at each high school. Information is also available on-line at www.collegeboard.com and www.act.org. Both the SAT and the ACT are administered at a number of locations in Florida.

XI. EXTRACURRICULAR ACTIVITIES

Extracurricular activities are defined as activities outside the scope of the regular academic curriculum. Schools may establish criteria for student participation to include but not limited to: passing grades, overall 2.0 GPA, attendance, outstanding notice of obligations and discipline violations unless special arrangements have been approved by the principal or designee.

1. Field Trips (School Board Policies 2340 and 8640) - A field trip which is directly related to a unit of instruction being studied by a particular group of students shall be considered an educational field trip. A trip which is not directly related to the instructional program but which is related to a school-

sponsored or connected activity shall be considered an extracurricular trip.

- The student must be reported as present for the entire school day in order to participate in extracurricular activities or field trips.
- When possible, the Student will take the method of travel approved by the school and/or required by event. The principal or principal's designee can make exceptions to allow the student to be transported by parent(s) or guardian(s).
- The Student will return from the activity by the same method of travel which was used to get to their destination unless prior approval of the principal or principal's designee.
- Any student expelled from riding a bus will not be permitted to ride on district approved transportation to field trips.

2. Athletic Eligibility ( ) - Refer to the district Board approved Athletic Handbook.

XI MISCELLANEOUS

1. Annual Report - Each district school board must annually publish on the district website and in the local newspaper the following information on the prior school year [Florida Statute §1008.25(8)(b)]:
   a. The provisions of this section relating to public school student progression and the district school board's policies and procedures on student retention and promotion [Florida Statute § 1008.25(8)(b)1].
   b. By grade, the number and percentage of all students in grades 3 through 10 performing at Levels 1 and 2 on the reading portion of the Statewide Standardized Assessment [Florida Statute §1008.25(8)(b)2].
   c. By grade, the number and percentage of all students retained in grades 3 through 10 [Florida Statute § 1008.25(8)(b)3].
   d. Information on the total number of students who were promoted for good cause, by each category of good cause as specified in paragraph (6)(b) [Florida Statute 1008.25(8)(b)4].
   e. Any revisions to the district school board's policy on student retention and promotion from the prior year [Florida Statute § 1008.25(8)(b) 5].
      Schools' financial reports may be found on the district website at https://www.hernandoschools.org/departments/budget-finance/financial-transparency-data

   f. [Florida Statute §1010.215]

Finance

1. Cafeteria - All students are provided a breakfast and lunch at no cost. Students/Parents may not order food or have food from outside vendors delivered to the school campus. It is a violation of the Competitive Food Rule as stated in the Florida Administrative Code and the Code of Federal Regulation for food deliveries to be made to school sites during the school day.

2. Charitable Drives/Fundraising -
   a. Student participation in all fundraising and charitable drives is voluntary.
   b. Elementary and middle school students are not allowed to do door-to-door solicitation at any time.

c. All students selling articles for any school will have a current letter of introduction signed by the school principal. This applies to all organizations within the school, i.e. classes, clubs and athletic departments.
d. Selling and/or distributing food items as fundraisers **may** be allowed on **secondary** school grounds one hour or more after the completion of school lunch periods with approval from the Principal and/or District designee.

3. Fees/Dues - In accordance with Florida Statute §1006.28 (3)(b), parent(s)/guardian(s) and students are held liable for the full replacement cost of any lost or damaged instructional materials.
   a. **Course Fees**:
      Fees for certain courses, clubs and activities may be charged. The student, upon registering, is expected to agree to pay the fee. Fees listed in the Board- approved fee schedule are the maximum allowable. 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.

   All financial obligations of students will be kept in the bookkeeper's office. All obligations are expected to be satisfied annually. A student's participation in extracurricular activities may be denied until all financial obligations are satisfied. Participation in graduation exercises will be denied until all financial obligations are satisfied.

CLASS/CLUB FEES			
	Elementary	**Middle**	**High**
Activity Fee			
K-12 General Activity	$20.00	$20.00	$20.00
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.			
CTE PROGRAM FEES (per program)			
Secondary CTE Programs (per year)		$ 30.00	$50.00
OTHER CLASS FEES (annual)			
Art – per class (per semester)		$10.00	$20.00
Band		$15.00	$150.00
Band Auxiliary			$130.00
Band Camp			Varies by site
Band – rental of school owned equipment		$40.00	$40.00 each
Chorus		$10.00	$40.00
Drivers Education			$45.00
Health Opportunity for Physical Education (HOPE)			$5.00
Humanities			$5.00
Journalism			$5.00
ROTC			$20.00
Science Lab – 6-8		$15.00	$20.00
CLUB FEES (annual)			
BETA Club		$30.00	~~$20.00~~40.00

Commented [JM6]: Fees have increased nationally $24 to middle school and $32 for high school. There was a request to have some supplies covered as well. That is why the added fee is higher. Also, this is the maximum a school can request.

DCT, DECA			$25.00
ESOL Club			$10.00
FFA, FCCLA			$15.00
Florida Federation of Color Guards Circuit & Winter Guard International (FFCC/WGI)			Varies by Site
HOSA			$31.00
Robotics			$25.00
French			$10.00
German			$10.00
Guitar Class			$40.00
Honor Society (French, German, Spanish)			$20.00
Key Club			$20.00
Latin Club			$15.00
National Honor Society			$20.00
Robotics			$25.00
Skills USA			$20.00
Spanish			$10.00
Technology			$5.00
Theatre/Drama/Acting Class			$40.00
Thespian Club			$20.00
Tri-M Club			$20.00
Yearbook			$5.00
OTHER FEES	**Elementary**	**Middle**	**High**
Adult Education			$30.00
Advanced Placement Test Fee (student wishing to test but not enrolled in an AP course or non HCSB student wishing to take the test at their zoned school)			$98.00 Subject to change
PSAT (upper classmen)			$16.00 Subject to change
Dual Enrollment – Overdue materials per day			$2.00
Dual Enrollment – lost material after due date			$20.00
Graduation (not to exceed)			$85.00
Lockers		$ 5.00	$10.00
Media – overdue materials per day		$ .05	$ .05
Media – copies		$ .10	$ .10
Parking – per semester			$25.00
Parking Violations			$25.00
PE Uniform		$25.00	$35.00
Postsecondary Education Readiness Test (PERT)		$5.00	$5.00
Transcripts			$2.00
ATHLETIC FEES			
First Sport		$50.00	$60.00
Second Sport		$30.00	$40.00
Third Sport		$10.00	$20.00
Family (Same School)		$160.00	$200.00

Individual Cap		$90.00	$120.00

- **Athletic fees must be paid prior to the student participating in the sport**
- **The athletic fee does not guarantee playing time, only the opportunity to be on the team when an eligible student is selected.**

4. Returned Checks (**NOTICE TO PARENT(S)/GUARDIAN(S) REGARDING RETURNED CHECK POLICY)**
   In an effort to curb the internal cost our district bears each year for returned checks (Non-Sufficient Funds-NSF, Account Closed, Fraud and Stop Payment), we have contracted with an outside check collection agency.
   This collection agency will be in charge of collecting checks for our district that are not honored by the check writer's bank. In addition to the face value of the check, service charges and bank fees will be added to each returned check based on the laws of the State of Florida. The following is a summary of the base service charge authorized by the State of Florida for returned checks:

Amount of Check Written	Service Charge
$.01 to $50.00	$25.00
$50.01 to $300.00	$30.00
$301.00 to $800.00	$40.00
$800.01 – plus	5% of Face of Check

   All returned checks will be directly sent to the check collection agency once dishonored. Should your check be dishonored by your bank, the collection agency will send a letter explaining the breakdown of the fees and charges.

5. Student Insurance - Student accident insurance is available to all students. During the first week of school, the students will be given an insurance packet citing the prices, types of coverage, and procedures to follow for enrollment in the student accident insurance plan. Athletes and cheerleaders are required to have this coverage or proof of equivalent coverage in order to participate in any athletic or cheerleading activity. Student accident insurance may also be purchased on a 24-hour basis (see Athletic Handbook for further details).

   How to File an Insurance Claim:
   All accidents to students must be reported to the school's clinic. All students covered by the student accident insurance policy should request the "claim form" required by the insurance company. The form should be completed with the help of the school secretary. All the pertinent information required on the form must be completed.

Health

1. Blood Drives - The Hernando County School District assists LifeSouth Community Blood Centers and the community by sponsoring on campus blood drives two times (2x) each school year. While the School Board permits LifeSouth to conduct blood drives on its campuses, donation is not required. If any 17 year old student wishes to give blood, his or her parent(s) or legal guardian(s) must read and sign the permission form prior to a student being allowed to donate blood. LifeSouth staff will be contacting parents to verify their permission prior to the blood drive. All students who donate blood will not be allowed to participate in any practice, physical education or any other activity that requires strenuous exertion on the day of the donation.

   The screening process for blood donation, which includes weight, blood pressure, temperature and health assessment, is completed by LifeSouth Community Blood Center personnel. Parent(s) or guardian(s) should know that an adverse reaction, which may include dizziness, fainting or slight

drop in blood pressure may occur under rare circumstances. It is the School District's recommendation that all students eat foods containing a protein and a carbohydrate prior to any blood donation and donation is denied for any students who have not eaten within 2 hours of donation. Nourishment should be provided by LifeSouth Community Blood Center as needed.

2. Students with Special Health Care Needs - Parent(s)/guardian(s) are requested to notify the principal or school health professional in writing if there are any known health problems, allergies or chronic illness which may affect the student's successful participation in school activities. The school personnel must be aware of conditions that may justify prescribing special attention to the student during school hours. For some conditions it may be necessary for the parent(s)/guardian(s) to obtain written instructions from a physician and assist in the development of a health care plan. Parents are required to complete a parent health care packet including any required physician orders for medication and/or treatments annually - signed after July 1st. The overseeing Registered Nurse will use this information to develop a health care plan if applicable. Health care plans must be completed each school year Parent(s)/guardian(s) are requested to schedule a conference with the registered nurse assigned to the school in order to share pertinent information if a child has a health problem or condition that requires special attention.

    a. Glucose Monitoring - Children who must have their blood sugar level monitored at school must have a doctor's order on file indicating the times that monitoring should be done and the specific steps to be taken by school staff if the child's glucose level is high or low. It is against state policy to allow children to perform glucose monitoring without a doctor's order. For further information, consult with the school health professional.

       Students with diabetes are required to have a Diabetic Medical Management Plan, completed annually by the physician or if and/or if treatment changes are made. If they are to manage their diabetes without supervision, or if they are going to carry supplies on their person, a Contract to Carry is required signed by the physician, parent and the student.

    b. Seizures - House Bill 173 (2022); requires that an Individual Seizure Action Plan (ISAP) be developed by a medical professional in consultation with a parent and signed by both individuals. All school staff that have regular contact with a student with an ISAP must complete a Department of Education approved seizure training.

    c. Asthma/Allergy – If the student is asthmatic or has life threatening allergies that require emergency medications at school, the Medication Authorization form must be completed and signed by the physician and parent. If the student will be carrying their Albuterol inhaler or Epinepherine auto injector on their person, the Contract to Carry form must also be completed and signed by the physician, parent and student. It is the responsibility of the parent/guardian to ensure that the medication.

    d. Cardiac- For all students with a cardiac history the parent health care packet must be completed and signed by the physician and the parent after July 1st. This should include specific vital sign parameters and when to call EMS.

e. Cystic Fibrosis – For all students diagnosed with Cystic Fibrosis the parent health care packet must be completed by the parent after July 1st. The Medication Administration for must be completed and signed by the physician and the parent for pancreatic enzymes. If the student will be carrying their pancreatic enzymes on their person, a Contract to Carry must be signed by the physician, parent and the student.

f. Other Health Conditions – For students with other health conditions, a parent health care packet should be completed after July 1st. If any medications or treatments are needed a Medication Authorization form must be completed and signed by the physician and the parent.

3. Medication - It is the desire of the Hernando County School District that **medications for students be scheduled in such a way that they can be administered at home before and/or after school hours.** In the event that this is not possible, authorized school personnel may administer medication to the students when the following conditions exist are met:
   a. Authorization for Administration of Prescribed Medication/Treatment Form (SP-EE-051) Medication Authorization Form has been completed and signed by the physician, signed by the parent/guardian and submitted to the school. This form will only need to be completed once every school year unless a change in the prescription has occurred. This order must include all of the following:
      i. the name of the medication to be administered,
      ii. the exact dose to be administered,
      iii. the route of administration,
      iv. the specific time(s) to be administered (not twice a day)
      v. the exact dose to be administered (not 1-2 tablets or 1-2 puffs, ect)

   b. The medication MUST be packaged in the original pharmacy container, with the most recent prescription date, labeled with students name, the name of the ordering prescriber, the name of the medication and instructions for administration, including the exact time. The pharmacy will provide you with a second bottle for school.
   c. If the Medication Authorization and the medication pharmacy label do not match, the medications will not be accepted.
   d. It is the responsibility of the parent to provide the right dose. School personnel will not cut or divide pills.
   e. If the medication is only given as needed the order MUST state the frequency in which the medication is administered (the order may not say as per package instructions), the reason the medication is to be administered and any side effects.
   f. A parent/guardian must bring the medications and the Medication Authorization form to school. Please bring the medication during clinic hours, as not all staff are trained to accept or receive medications.

g. Please note that the overseeing Registered Nurse must review all medications prior to clinic staff administering.
h. DO NOT bring more than a 30-day supply.
i. Each time the parent/guardian brings in a new supply for medication, the school clinic staff will count the amount of medications and give a receipt after the school representative and parent/guardian have signed the receipt form. A copy will be given to the parents; the original will stay in the clinic record.
j. All medications will be locked in the appropriate medication cabinet in the school clinic. Any medication requiring refrigeration (such as antibiotics) should be kept in a locked box in the clinic refrigerator.
k. Medications must be brought to school by the parents/guardian. STUDENTS ARE NOT PERMITTED TO BRING THEIR OWN MEDICATIONS TO SCHOOL. (The only exception to this rule is students who have prescriptions and contracts to carry their medications for EPINEPHRINE AUTO INJECTOR, ASTHMA INHALER and PANCREATIC ENZYMES).

4. Over the Counter Medications – FDA approved over the counter medication to be administered by the clinic staff will also need a Medication Authorization completed and signed by the physician and the parent. An unopened bottle must be brought to school by a parent.

   Non-FDA approved medications, including but not limited to herbal remedies, dietary supplements, and experimental treatments, will not be administered by school personnel unless specific conditions are met.

   For further details, please refer to the clinic manual or contact the Registered Nurse assigned to your school.

5. House Bill 1537: A student may possess and use a medication to relieve headaches while on school property or at a school-sponsored event or activity without a physician's note or prescription if the medication is regulated by the United States Food and Drug Administration for over-the-counter use to treat headaches. Violations of Over-the- Counter (OTC) medication policy, include but are not limited to: distributing, dispersing, or sharing of OTC, carrying or possessing OTC in a package other than the original manufacturer's packaging, or ingesting or utilizing OTC in a way that is not specifically directed or authorized by the manufacturer, as directed on the original packaging. F.S. 1002.20(3)

   PARENTS/GUARDIANS ARE EXPECTED TO PAY SPECIAL ATTENTION TO THE ABOVE POLICY FOR WITHOUT ADHERENCE TO THESE RULES SCHOOL PERSONNEL WILL NOT BE ALLOWED TO ADMINISTER OR DISPENSE MEDICATIONS TO YOUR CHILD.

6. Health Screenings - All health screenings performed in the District's schools shall follow the guidelines as set by the Florida Department of Health in the School Health Services manual. All screenings are noninvasive procedures which do not penetrate the skin or anybody orifice. All health screenings are voluntary. Parent(s)/guardian(s) are notified at the beginning of the school year of all screenings. Parent(s)/guardian(s) have the right to refuse any or all screenings for their child. This must be done in writing and sent to the school clinic prior to the screenings.
    a. **Hearing Screenings:** Will be performed as indicated or for any new student entering the school district in grades K-5 or students entering a Florida school for the first time.
    b. **Vision Screenings:** Will be performed as indicated or for any new student entering the school district in grades K-5.
    c. **Body Mass Index (BMI)**: (Height & Weight) will be conducted in, first grade, third grade and sixth grade.
    d. **Dental Screenings**: Are provided with parental permission at certain select elementary schools for students in second grade.

7. Parent/Student General Information - All parent(s)/guardian(s) should observe their child daily for signs of illness, cleanliness and adequate clothing before they leave for school. If your child exhibits any of these symptoms, do not send him/her to school:
    a. 1 episode of vomiting and/ or diarrhea with other symptoms of illness within the last 24 hours
    b. 2 episodes of vomiting and/or diarrhea within the past 24 hours
    c. Fever greater than or equal to 100 within the past 24 hours
    d. Any sign or symptom of a contagious illness
    e. Any injury that prevents student from participating in academic activities

    If your child develops any of the above symptoms, the parent/guardian or other approved person will be required to pick the student up from school.

    When a life-threatening situation occurs for a student, the school staff will contact 911 immediately. Emergency care information, including any special orders, such as a "Do Not Resuscitate" (DNR) request, will be provided to emergency medical personnel upon their arrival.

    Parent(s)/guardian(s) are asked to cooperate with school personnel whenever they request assistance, information or conferences concerning their student(s) in regards to health issues.

    Parent(s)/guardian(s) are responsible for providing personal care items for their student; change of clothes, sanitary products, brace wax etc. The clinic does not have a supply of these items.

    Parent(s)/guardian(s) shall promptly fill out the Student Information Update Emergency Information Card and Parental Consent Forms. It is vital that this information be available to the school personnel in the event of a student becoming suddenly ill or involved in an emergency situation. Failure to have this information on hand may result in an unnecessary

delay in reaching the parent(s)/guardian(s) or in getting immediate medical attention for the student. It is also vital that the information card be kept up-to-date since addresses, phone numbers, etc. change during the school year. Parent(s)/guardian(s) are required to designate emergency contact person(s) who will pick up their student if the need ever arises. The name and phone numbers of the emergency contact person(s) must be included in the Emergency Information.

8. Pediculosis

   NO LIVE LICE POLICY

   Students who display signs of head lice, such as excessive scratching of the head, may be sent to the clinic to be checked. A thorough examination of the hair and scalp should be done for the presence of live lice. If nits or lice are found, siblings must be checked for lice infestation as well.

   If nits are present, an attempt will be made to contact the parent/guardian and the Nit Notification and Treatment Letter will be sent home with the student. The student will be given a return to class pass from the clinic. Students must report to the clinic on a daily basis to monitor process of nit removal until no nits are found. A final recheck will be performed on the 10th day. If nits are still present, the school health professional will be notified to follow-up with the parent/guardian. If live lice are present, parents will be called to pick-up their child from school. After live lice treatment, the student must report to the clinic with their parent/guardian to be examined for
   lice/nits before they may return to class. If lice are present, the student will be sent home with the parent/guardian.

   **NOTE: Presence of lice 24 hours after treatment suggests a very heavy infestation, re-infestation, resistance to therapy, or incorrect us of treatment product. The parent/guardian may contact their licensed healthcare provider regarding retreatment with a pediculicide.

9. School Clinic - All district schools maintain a health clinic that is attended by a school health professional with varying levels of medical training. School clinics are not fully equipped medical rooms. However, they are adequately designed for first aid and/or care of minor illness. The school clinic is closed for one hour of the school day unless there is an emergency. Students/staff should not seek explanation of their illness from the health professional since clinic personnel do not diagnose illness. School health professionals will evaluate a student's condition and act accordingly. If the health professional deems necessary, the parent(s)/guardian(s) listed on the Student Information Update and Emergency Information card will be called by the school health professional. Students who request to call home will be allowed to do so. The parent(s)/guardian(s) may then decide if the child is to remain in school (if no signs of illness) or go home. For additional information, please see the School Clinic

Policy Manual. If teachers have a concern that a student is to ill/injured to stay in school, the student should be sent to the clinic for evaluation and the clinic contacted. Teacher should not contact parent unless requested by the clinic. If the student does not meet the criteria for dismissal, the parent has the right to have the student remain in school.

10. Refusal to Pick Up from School - Students who have been evaluated by the school health professional or other designated personnel and determined to be injured or too ill to remain in class must be picked up promptly. At times, there may be extenuating circumstances when a parent(s)/guardian(s) cannot get to school to pick up their ill or injured child. In such cases, the school will work with parent(s)/guardian(s) as much as possible. However, if a parent(s)/guardian(s) refuses to pick up a child who is injured or too ill to remain in school, the incident will be documented in the child's school health folder. If a parent(s)/guardian(s) continues to refuse to pick up their sick child on subsequent occasions, then this will be documented in writing and a referral will be made to appropriate agencies.

11. Hotline Numbers

Support and Resource Area	**Toll Free Number**
Abuse Care LINE, Child Abuse, Drug Abuse, Bullying, Dating Violence	1-800-872-5437
Abuse Registry	1-800-342-9152
AIDS – Florida	1-800-FLA-AIDS
American Dental Association	1-800-621-8099
Alcoholics Anonymous Hotline	1-352-683-4597
Alzheimer's	1-800-272-3900
Anorexia Nervosa & Associated Disorders	1-847-831-3438
Be Brave Hotline	1-407-792-2957
Blindness	1-800-424-8666
Cancer – National Institute	1-800-422-6237
https://livehelp.cancer.gov/app/chat/chat_launch	
CCD Hotline	1-800-342-AIDS
Center for Autism and Related Disabilities	1-800-754-5891
Children's Medical Services	1-888-326-7485
Cocaine Abuse	1-800-662-HELP
Covenant House	1-800-999-9999
Directory Assistance	1-800-555-1212
Diabetes	1-800-232-3472
Domestic Violence Hotline	1-800-500-1119
Down Syndrome	1-800-221-4602
Drug Abuse – National Hotline	1-800-662-4357
Family Network on Disabilities	1-800-825-5736
Family Source of Florida	1-580-488-5437
Kidney Disease	1-800-638-8299
Lighthouse for the Visually Impaired and Blind	1-352-754-1132

Missing Children	1-800-843-5678
National Alliance for the Mentally Ill (NAMI) of Hernando Co	1-850-671-4445
National Health Information Center	1-240-453-8280
National Runaway Safe Line	1-800-621-4000
Organ Donations Education	1-800-528-2971
Parent Hotline	1-800-840-6537
Poison Control	1-800-222-1222
Product Safety	1-863-665-3601
Rape Hotline	1-800-656-4673
Runaway /Exploited Children	1-800-843-5678
Sexually Transmitted Diseases (STD) Hotline	1-800-458-5231
Speech and Hearing	1-800-638-TALK
Substance Abuse	1-800-390-4056
Suicide	1-800-273-8255
Tourette Syndrome Support	1-727-418-0240
U.S. Consumer Products & Safety Commission	1-800-638-2772
Vocational Rehabilitation	1-352-200-3020
Women's Sports Foundation	1-800-227-3988

12. Medication - It is the desire of the Hernando County School District that **medications for students be scheduled in such a way that they can be administered at home before and/or after school hours.** In the event that this is not possible, authorized school personnel may administer medication to the students when the following conditions ~~exist~~ are met:
    a. Authorization for Administration of Prescribed Medication/Treatment Form (SP-EE-051) has been completed and signed by the physician, signed by the parent/guardian and submitted to the school. This form will only need to be completed once every school year unless a change in the prescription has occurred.
    b. The medication must be properly labeled, in its original pharmacy container, with the name of the student, prescribing physician, name of the pharmacy and the directions for administration. The medication will not exceed the dosage required for 30 days. The date on the prescription must be dated after July 1st of the start of the new school year. This allows the student to complete an entire school year before an anniversary date of the prescription occurs.
    c. Medications must be for the exact dose prescribed. School personnel will not divide or cut any medications to adjust dosages. It is the responsibility of the parent/guardian to provide the accurate prescribed medication dosages.
    d. Each time the parent/guardian brings in a new supply for medication, the school clinic staff will count the amount of medications and give a receipt after the school representative and parent/guardian have signed the receipt form. A copy will be given to the parents; the original will stay in the clinic record.

    All medications will be locked in the appropriate medication cabinet in the school clinic. Any medication requiring refrigeration (such as antibiotics) should be kept in a locked box in the clinic refrigerator.
    Medications must be brought to school by the parents/guardian. STUDENTS ARE NOT PERMITTED TO BRING THEIR OWN MEDICATIONS TO SCHOOL. (The only exception to this rule is students who have prescriptions and contracts to carry their medications for EPINEPHRINE AUTO INJECTOR, ASTHMA INHALER and PANCREATIC ENZYMES).

If medication is to be taken at home as well as at school, it is recommended that the parents/guardian request the pharmacist to divide the prescription into two containers so that only the amount of medication needed during school hours is brought to school. Students will not be allowed to take their medications out of the clinic. No medications will be allowed on the school bus (with the exception of the four listed in state law, Epinephrine Auto Injector, Asthma Inhaler, Insulin and Pancreatic Enzymes).

Due to possible side effects of non-prescription medications, any over the counter medications will be treated the same as prescription medications and require the completion of the Authorization for Administration of Prescribed Medication/Treatment. Non-prescription, over the counter products must be brought into school by the parent/guardian in an original container with the safety seal intact.
PARENTS/GUARDIANS ARE EXPECTED TO PAY SPECIAL ATTENTION TO THE ABOVE POLICY FOR WITHOUT ADHERENCE TO THESE RULES SCHOOL PERSONNEL WILL NOT BE ALLOWED TO ADMINISTER OR DISPENSE MEDICATIONS TO YOUR CHILD.

13. Parent/Student General Information - All parent(s)/guardian(s) should observe their child daily for signs of illness, cleanliness and adequate clothing before they leave for school. Since many illnesses are contagious and parent(s)/guardian(s) are interested in considering the health of other children as well as their own child, please refer to the following symptom alert checklist. If your child exhibits any of these symptoms, do not send him/her to school:
    a. Vomiting or diarrhea within the past 24 hours
    b. Fever within the past 24 hours
    c. Sore or red throat
    d. Persistent coughing or sneezing
    e. Red, watery eyes
    f. Rash
    g. Earache or drainage from the ear
    h. Excessive runny nose especially with greenish-yellow discharge

    When a life-threatening situation occurs for a student, the school staff will contact 911 immediately. Emergency care information, including any special orders, such as a "Do Not Resuscitate" (DNR) request, will be provided to emergency medical personnel upon their arrival.

    Parent(s)/guardian(s) are asked to cooperate with school personnel whenever they request assistance, information or conferences concerning their student(s) in regards to health issues.

    Parent(s)/guardian(s) are responsible for providing personal care items for their student; change of clothes, sanitary products, brace wax etc. The clinic does not have a supply of these items.

    Parent(s)/guardian(s) shall promptly fill out and return the Student Information Update ~~and~~ Emergency Information Card and Parental Consent Form to school personnel. It is vital that this information be available to the school personnel in the event of a student becoming suddenly ill or involved in an emergency situation. Failure to have this information on hand may result in an unnecessary delay in reaching the parent(s)/guardian(s) or in getting immediate medical attention for the student. It is also vital that the information card be kept up-to-date since addresses, phone numbers, etc. change during the school year. Parent(s)/guardian(s) are required to designate emergency contact person(s) who will pick up their student if the need ever arises. The name and phones numbers of the emergency contact person(s) must be included on the Emergency Information Card.

14. Pediculosis
    NO LIVE LICE POLICY
    Students who display signs of head lice, such as excessive scratching of the head, may be sent to the clinic to be checked. A thorough examination of the hair and scalp should be done for the presence of live lice. If nits or lice are found, siblings must be checked for lice infestation as well.

    If nits are present, an attempt will be made to contact the parent/guardian and the Nit Notification and Treatment Letter will be sent home with the student. The student will be given a return to class pass from the clinic. Students must report to the clinic on a daily basis to monitor process of nit removal until no nits are found. A final recheck will be performed on the 10th day. If nits are still present, the school health professional will be notified to follow-up with the parent/guardian. If live lice are present, parents will be called to pick-up their child from school. After live lice treatment, the student must report to the clinic with their parent/guardian to be examined for lice/nits before they may return to class. If lice are present, the student will be sent home with the parent/guardian.
    **NOTE: Presence of lice 24 hours after treatment suggests a very heavy infestation, re-infestation, resistance to therapy, or incorrect us of treatment product. The parent/guardian may contact their licensed healthcare provider regarding retreatment with a pediculicide.

15. School Clinic - All district schools maintain a health clinic that is attended by a school health professional with varying levels of medical training. School clinics are not fully equipped medical rooms. However, they are adequately designed for first aid and/or care of minor illness. The school clinic is closed for the first hour of school unless there is an emergency. Students should not seek explanation of their illness from the health professional since clinic personnel do not diagnose illness. School health professionals will evaluate a student's condition and act accordingly. If the health professional finds that the child is ill, the parent(s)/guardian(s) listed on the Student Information Update and Emergency Information card will be called by the school health professional. If the student is determined to be in satisfactory condition, with a normal temperature and no other signs or symptoms of illness, he/she will be returned to class. Students who request to call home will be allowed to do so. The parent(s)/guardian(s) may then decide if the child is to remain in school (if no signs of illness) or go home. For additional information, please see the School Clinic Policy Manual.

16. Refusal to Pick Up from School - Students who have been assessed by the school health professional or other designated personnel and determined to be injured or too ill to remain in class must be picked up promptly. At times, there may be extenuating circumstances when a parent(s)/guardian(s) cannot get to school to pick up their ill or injured child. In such cases, the school will work with parent(s)/guardian(s) as much as possible. However if a parent(s)/guardian(s) refuses to pick up a child who is injured or too ill to remain in school, the incident will be documented in the child's school health folder. If a parent(s)/guardian(s) continues to refuse to pick up their sick child on subsequent occasions, then this will be documented in writing and a referral will be made to appropriate agencies.

Instructional Resources

1. Instructional Materials – Florida Statute § 1006.28
    - **District School Board**

The School District shall assure that instructional materials used in the district are consistent with the district goals and objectives and the curriculum frameworks adopted by rule of the State Board of Education as well as with the state and district performance standards.

- **District School Superintendent**
  By March 31 the Superintendent must certify to the commissioner that there is an approved comprehensive staff development plan that supports fidelity of implementation of instructional materials programs in place. The report must verify that training was provided and that the materials are being implemented as designed.
- **School Principal**
  The school principal has the following duties for the management and care of instructional materials at the school:
  a. Proper use of instructional materials
  The principal or principal's designee shall assure 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 District School Board Rule. The school principal or principal's designee shall communicate to parent(s)/guardian(s) the manner in which instructional materials are used to implement the curricular objectives of the school.
  b. Money collected for lost or damaged books
  The school principal or principal's designee shall collect from each student or the student's parent(s)/guardian(s) the replacement cost of any instructional material the student has lost, destroyed, or unnecessarily damaged.
  c. Disposition of funds
  The school principal or principal's designee shall transmit all money collected from the sale, exchange, loss, or damage of instructional materials to the district to be deposited in the district instructional materials fund
  d. Accounting for textbooks
  The Principal or principal's designee shall see that all books are fully and properly accounted for as prescribed by the adopted rules of the district school board. Adopted procedure for the Hernando County School System is the use of the district provided circulation system to maintain inventory of instructional materials.
- **Parent and Students** – Florida Statute § 1006.42
  Each parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials when directed by the school principal or the teacher in charge, and shall pay for such loss, destruction, or unnecessary damage as provided under s. 1006.28(3). **A student will only have digital access to instructional materials when a parent fails to return the instructional materials or pay for damage/lost materials.**

2. Adoption Cycle 2024-2025 through 2029-2030

Adoption Year	Subject Area	Specifications & Criteria Available	State Adoption Process	Effective Date Of Contract April 1 – March 31
2024-2025	English Language Arts, ***K-12***; Personal Financial Literacy and Money Management, ***9-12*****;** Mathematics Intervention Materials,***K-4*** and English	Nov. 2023	April 2024- 2025	2025-2030

	Language Arts Intervention Materials, ***K-3***			
2025-2026	Career and Technical Education, World Languages, Art, Music, Dance and Health, ***K-12***; Additional English Language Arts, ***6-12***	Nov. 2024	April 2025- 2026	2026-2031
2026-2027	Mathematics and Computer Science, ***K-12***	Nov. 2025	April 2026- 2027	2027-2032
2027-2028	Social Studies***, K-12***	Nov. 2026	April 2027- 2028	2028-2033
2028-2029	Science, ***K-12***	Nov. 2027	April 2028- 2029	2029-2034

3. Media Center/Library - Media centers are provided for students use in all Hernando County schools. The media center is provided to support the learning and enhance the educational opportunities for all students.

   Students using the media center/library must abide by media center/library regulations or they will lose their privilege to use the media center/library. The length of the loss of privilege, if such does occur, will be determined by the administration.

   Students are responsible for all material checked out of the media center/library in their names. They are responsible for the material until it is returned. If the material is not returned, the procedures for Lost or Damaged Books will be followed. For this reason, students are discouraged from checking out material for friends or from loaning books or material to other students.

4. Social Security - The School District of Hernando County may collect, use or release social security numbers of students and/or parents as either required or authorized by law [Florida Statute §119.071(5)(a)2-3]. For more information see Appendix D.

5. Student Records - State and Federal law gives parents [and students over eighteen (18) years of age] certain rights concerning student school records. For more information see Appendix E.

Safety

1. Emergency Procedures
   - **a. 911:**
     If students or parent(s)/guardian(s) become aware of any criminal activities, violence, weapons, guns or drugs in regard to a district school, that individual is urged to immediately call 911 Contact school personnel to report violations of school rules and or bullying.
   - **b. Evacuation / Reunification Procedures:**
     It should be noted that circumstances may arise which require the Hernando County School District to either evacuate one or more of its campuses due to an emergency situation. If this action is required, all students will be moved to an alternative site, when it is safe to do so, until the hazard has passed. It should be noted that during an emergency, ALL cell phones (students and staff) are to be "OFF". If parent(s)/guardian(s) wish to pick-up their student during an emergency situation, they may do so only from the ~~alternative~~ designated reunification site for each school. Information regarding the designated reunification site will be provided on a case-by-case basis when conditions warrant evacuation from an affected site.

2. Lockers - Lockers will be issued according to school-based procedures. The locker is the property of the school, and administration reserves the right to inspect the locker without prior notice being given to the student who rents the locker. The student renting the locker is responsible for the contents and condition of the locker.

3. Off-Campus Passes/Leaves, Permits - To receive permission, students must bring a note from the parent(s)/guardian(s) indicating the student has permission to leave campus or the student will be picked up by the parent(s)/guardian(s) and this note will be verified with a phone call to the parent by administration. The note must give the reason for the dismissal. Only the attendance office can give students an off-campus pass/leave permit. The pass will be given only when the situation is considered urgent and warrants this special privilege. The criteria for issuing the pass/leave permit shall be the same as an excused absence. Students must show his/her permit to leave campus during school hours. A student may be signed out of school only if a legal guardian listed on the student emergency card provides the requested documentation. A picture identification of the individual requesting the student be released may be required. Students are not allowed to leave school with any person other than the legal parent(s)/guardian(s) or a person with authorization from the student's parent(s)/guardian(s). Adult students (18 years of age or older) or a married student will need only the principal's permission to leave campus.

   Students are not allowed to leave campus for lunch or to run off-campus errands for staff.
   With principal and parent(s)/guardian(s) permission, students will be allowed to leave campus for a school-sponsored activity. The student must be covered by sufficient insurance and the liability waiver must be completed.
   Students may not leave campus during school hours without appropriate permission.

4. Safety Rules
   - Adhere to on-site traffic plans for vehicles when driving on campus
   - Encourage walkers or bicyclists to follow safety rules
   - Use pedestrian-safety features where available

5. Supervision
   Ensure Your Child's Safety
   - Parents and children are not to arrive at school earlier than thirty minutes before the start of the school day*
   - Children are to leave campus within thirty minutes after the school day or activity ends*

   * Special arrangements may be made with the before/after school program, teacher or administrator.
   Supervision will not be provided earlier than thirty minutes before nor thirty minutes after school times. School clinic services are not available at extracurricular activities nor before or after the school day. Parents bear the responsibility to attend to any medical needs for their children before and after these times.

6. Survey - Students are not required to participate in any survey non-related to school matters. See Appendix F.

7. Visitors - To protect the safety and welfare of the Hernando County School District's students, all school campuses are closed. All visitors must enter the school through the main office to be screened and given authorization to visit the campus [Florida Statute §1013.10; Unauthorized

persons on school district property may be considered to be a trespasser and may be reported to law enforcement. Acceptable reason for school visits include:

- Participation in a school-sponsored activity approved by the administration.
- Special permission from the school or district administration.

Students who have been withdrawn, expelled or suspended from school for disciplinary reasons will not be allowed on any School Board property or at school-sponsored activities unless they are accompanied by an administrator or administrator's designee. This administrator or administrator's designee shall accompany the student until the student has left the school grounds.

8. Weather Emergencies - When students find themselves in or around the following location, event, or condition, during a thunderstorm or lightning they are advised to take the following protective action:

Thunderstorms and Lightning:

a. **On School Grounds:** Students are directed to get out of open areas and into an enclosed building as quickly as possible upon the approach of a storm. Students shall not seek shelter under isolated trees, close to metal fences, on playground equipment, or in shelters in exposed locations.

b. **In School Buildings:** Students are directed to stay indoors and to not go outside unless absolutely necessary. Stay away from open doors and windows, metal objects, electrical appliances and plumbing until the storm has passed. Keep telephone use to a minimum. Do not handle flammable liquids in open containers. Unplug, if possible, TV sets, computer equipment and all electrical equipment and appliances.

c. **Athletic Events:** Students are directed to seek shelter in buildings. Avoid open fields and high objects in the area where there is no shelter. Keep twice as far from isolated trees or objects as the object is tall. Get into a crouching position if open areas cannot be avoided. Avoid open spaces, metal fences, sheds or unenclosed shelters. Avoid electrically conductive overhead objects (i.e., wires). Do not use metal object such as fishing rods or golf clubs. Remove metal-cleated shoes.

d. **In Transit:** Students are directed to stay inside vehicles. DO NOT TOUCH EXPOSED METAL PARTS. Do not park vehicles under electrical lines or trees. Seek protected shelter when using scooters, motorcycles, bicycles and other open vehicles.

e. **Field Trips or Hiking:** Students are directed to move from high ground and avoid lone trees and small sheds. Stay away from metal fences. Seek shelter in a thick timber ravine, ditch or in an enclosed vehicle or building.

Tornadoes:

Principals and facility managers have evaluated their physical plants and have developed plans for secure area for the students. They have considered the following issues in formulating their plans:

- The utilization of lower floors and interior areas for housing students.
- Gyms and other areas with wide roof span buildings are not suited for housing students.
- The development of a special alarm system for tornado warnings.
- Ensuring that first aid supplies are current and convenient.

a. **Tornado Watch***:* When weather conditions are right for the formation of tornadoes, the staff will:

- Move students from re-locatable (portable) classrooms and outside locations to permanent facilities.
- Prepare shelter areas on the lower floors and toward the interior of the buildings.
- Monitor weather advisories.
- Make plans to evacuate large areas with wide roof spans unless they are designated as shelters.
- Keep doors unlocked.
- Close windows and outside doors.

b. **Tornado Warning:** When a tornado has been sighted in the area visually and/or on radar, the staff will:
   - Monitor progress of the storm.
   - Evacuate portable classrooms and take shelter in permanent facilities.
   - Close windows and outside doors.
   - Direct everyone to seek cover where floors and walls meet and take a protective seated position with hands/arms covering the head and face.

c. **School Bus:** During a tornado warning, bus drivers will take the following steps:
   - Stop at the closest available building which can be used as a shelter.
   - Shelter students until the "all clear" are announced.
   - Advise students to seek cover and place themselves in a protected position covering their head and face.
   - Have the students disembark and lie flat in the lowest area available when a suitable shelter is not available.

Transportation

1. Driver's License Requirements - According to the provisions of Florida Statutes, effective October 1, 1997, any student who is eligible to obtain a restricted or regular license must be enrolled in an educational program and satisfy relevant attendance requirements. The student must be enrolled in a K-12 program, a special program, or an adult full time evening school. The student must not have more than fifteen (15) unexcused absences in a 90-day attendance period.

   A. Suspension of Driver's License

   If a student is not enrolled in school or accumulates fifteen (15) or more unexcused absences in a 90-day period, the district must notify the Department of Highway Safety and Motor Vehicles of the name, date of birth, and social security number of the student. Upon receipt of notice from the Department of Highway Safety and Motor Vehicles that the driving privilege will be suspended, the minor or the parent(s)/guardian(s) of the minor has fifteen (15) calendar days to provide proof of compliance with the school attendance requirement statute or request a hardship waiver. Twenty (20) days after notification from the Department of Highway and Safety and Motor Vehicles, the operator's license or learner's permit will be suspended. Students affected by this requirement who have not yet received a learner's permit will have their attendance recorded with the Department of Highway Safety and Motor Vehicles.

   Hardship Waiver

   According to the provisions of the statute cited above, school administration shall waive the requirements of this statute for any minor under its jurisdiction for whom a personal or family hardship requires that the minor have a driver's license for their own or their family's employment or medical care. Recommendations of teachers and counselors are to be considered prior to granting

a waiver. If a waiver is granted through this process, the Department of Highway Safety and Motor Vehicles is to be notified within 24 hours after the hearing.

2. Parking

To be eligible for a parking permit, **the high school student** must:

- Have a 2.0 GPA at the time of application
- Maintain a 2.0 GPA each marking period for which the permit is issued
- Maintain a 10 days or less unexcused attendance rate for each class in the prior semester.

a. The Principal or principal's designee will suspend the parking permit at the time that the student's GPA falls below 2.0 and/or student has 10 or more unexcused absences in the current semester. However, a student may have his/her parking permit reinstated when the GPA is restored and/or attendance is improved provided there are available parking spaces.

b. All high school students who drive vehicles on campus are required to obtain a parking permit with an assigned number. That number and student application will be kept on file in the administration office. Since there are limited parking facilities on high school campuses, parking permits will be issued in order of academic programs (DECA, Allied Health, Dual Enrollment, Reduced Schedule) and seniority with Seniors, and Juniors second priority.

c. A parking permit will be issued by the principal or principal's designee to eligible drivers for each vehicle registered upon presentation of a current Florida Operator's License and a Florida Vehicle Registration Certificate. The sticker shall be placed on the vehicle in accordance with the individual school's requirements. Each vehicle will be assigned a specific parking area.

d. Students are not permitted to return to their vehicles during school hours unless approved by the school administration.

e. The school is not responsible for damages, theft, etc. to personal vehicles, bicycles, scooters or any form of transportation or their contents.

f. Student drivers have the responsibility to ensure that all passengers have appropriate leave permits when leaving campus during the school day. Failure to do so may result in disciplinary action.

g. Students driving vehicles within the school zone are required to observe all state, local and school district regulations on speeding and parking. Any member of the faculty, staff or administration may issue a citation for a violation upon identification of the student or parking permit. The citation will be in triplicate with one copy to the student or placed on the vehicle, one copy to the administration for the student's disciplinary file, and one copy to be mailed to the parent(s)/guardian(s) of the student. Repeated violations may result in issuance of a parking ticket with a fee up to $25.00 and/or suspension or revocation of the privilege of driving and parking on campus, and/or referral to law enforcement. After the first warning of irregular parking, vehicles that do not have parking stickers will be towed away at the driver's expense.

h. Excessive disciplines, absences, tardies, or improper use of off-campus privileges on the part of the student may result in the revocation of the parking permit.

i. Middle school students are not permitted to operate motorized vehicles on campus.

3. Bicycles and scooters - Persons riding bicycles or scooters on a roadway have the same rights and duties as drivers of motorized vehicles. Riders must know and obey the scooter laws and/or know and obey the bicycle laws. All students must comply with the helmet law.

4. Bus Procedures - Instructions for Students Riding the Bus:

- Students are expected to obey the bus driver's instructions at all times since he/she is in full charge of the bus.

- When waiting to board the bus, students are to stand at least 10 feet off the roadway until the bus stops. Also, when boarding or departing the bus, students are to walk 10 feet in front of the bus and wait for the driver's signal before crossing the road.
- Students must board and leave the bus at their regular stop location. No exceptions will be made unless by written permission from the administration.
- Students must be on time. The bus will not wait for those who are tardy. Students should be at the bus stop five minutes before the scheduled time. In case of a bus breakdown, students must wait at the bus stop for one hour for a substitute bus to arrive before an excused tardy for being late to school is issued.
- The driver will assign student seats. Students are to sit facing forward with feet out of the aisle. Students are to remain in their seats while the bus is in motion. The aisle must be clear of feet, books and jackets. The driver must have an unobstructed view of the back door.
- Students are to keep arms and heads inside windows. No object is to be thrown at the bus, in the bus or out of the windows of the bus.
- Students are to make no unnecessary conversation with the bus driver since the driver must have his/her full concentration on driving the bus. Students are to remain quiet. Outside of ordinary conversation, students are to maintain classroom conduct. Students shall not use any abusive or profane language to other students, the driver or pedestrians.
- Students will refrain from pushing, tripping, shoving and fighting while boarding, riding and leaving the bus.
- Students are to be absolutely silent when the bus stops at all railroad crossings. Burning the dome lights is the driver's signal for absolute silence.
- No eating, drinking, use of drugs/snuff/chewing tobacco, smoking, vaping or possession of a weapon will be allowed at any time on the bus.
- Animals (dead or alive), glass containers, sharp objects, balls, ball bats, racquets, marbles, cutting instruments, toys, radios, tape players, CD players, games, novelty/trading cards, batons, drumsticks, toothpicks, balloons, lighters, matches, or any items of this nature are not allowed on the bus.
- Large objects, including band instruments which cannot be held on the lap or which interfere with the seating and safely of others, will not be permitted on the bus.
- Students in Exceptional Student Education must comply with all of above. As required by law, parent(s)/guardian(s) of exceptional students must be available to assist the student in boarding and departing at the approved bus stops, and they must provide necessary emergency information to the Transportation Department.

Violation of any of the above rules will be reported by the driver to the principal who has the authority to suspend a student temporarily or permanently from riding the bus. Riding the bus is a privilege. Parent(s)/guardian(s) have the responsibility to ensure that suspended students will not appear at the bus stop.

Pledge

In accordance with Florida Statute §1003.44, a student has the right not to participate in reciting the pledge. Upon written request by his or her parent, the student must be excused from reciting the pledge, including standing and placing the right hand over his or her heart.

APPENDIX A
(Course Progression Charts)

Middle Grades Course Progression

Course	Level	Grade 6	Grade 7	Grade 8
English Language Arts	(Level 1-2)	MJ Language Arts 1 (1001010) + M/J Intensive Reading (1000010)	M/J Language Arts 2 (1001040) + M/J Intensive Reading (1000012)	M/J Language Arts 3 (1001070) + M/J Intensive Reading (1000014)
	(Level 3-5)	M/J Language Arts 1 1001010) or M/J Language Arts 1 Adv (1001020)	M/J Language Arts 2 (1001040) Or M/J Language Arts 2 Adv (1001050)	M/J Language Arts 3 Adv (1001080) or English 1 (1001310) or Pre-AP English 1 (1001415)
Mathematics	(Level 1)	MJ Math Course 1 (1205010) + Intensive Math (1204000)	MJ Math Course 2 (1205040) + Intensive Math (1204000)	MJ Pre-Algebra (1205070) + Intensive Math (1204000)
	(Level 2)	MJ Math Course 1 (1205010)	MJ Math Course 2 (1205040)	MJ Pre-Algebra(1205070)
	(Level 3-5)	MJ Math Course 1 Adv (1205020)	MJ Math Course 2 Adv (1205050)	‡‡Algebra 1 (1200310)* or Pre-AP Algebra 1 (1200386)* or MJ Pre-Algebra(1205070) ***Level 3 EOC score required for standard diploma and EOC counts 30% of final grade***
Science	(Level 1-3)	Comprehensive Science 1 (2002040)	Comprehensive Science 2 (2002070)	Comprehensive Science 3 (2002100)
	(Level 4-5)	Comprehensive Science 1 Adv (2002050)	Comprehensive Science 2 Adv (2002080)	Comprehensive Science 3 Adv (2002110)
Social Studies	(Level 1-3)	U.S. History (2100010) Or U.S. History and Career Planning (2100015)	Civics (2106010) or Civics and Career Planning (2106016)* ***EOC counts 30% of final grade***	World History and Career Plan (2109015)

	(Level 4-5)	U.S. History Adv (2100020) Or U.S. History and Career Planning Adv (210005)	Civics Adv (2106020) or Civics and Career Planning Adv (2106026)* ***EOC counts 30% of final grade***	M/J World History Adv and Career Plan (2109020) Or Pre-AP World History and Geography (2109415)

If a school offers Pre-AP World History and Geography, MYP IB or AICE Social Studies courses in 8th grade, the school must adopt US History and Career Planning or Civics and Career Planning to meet promotion requirements.

High School Course Progression Matrix

English Language Arts and Mathematics

Course	Grade Level	Transitional Level 1-2	On Grade Level 3	Above Level 4-5	IB Level 4-5	AICE
English Language Arts	**Grade 9**	English I / (1001310) & Intensive Reading	English I / (1001310) or Pre-AP English I / (1001415)	English 1 (H) / (1001320) or English II (H) / (1001350) or Pre-AP English I / (1001415)	English 1 (H) / (1001320H) or Pre-IB English 2 / (1001810)	English 1 (H) / (1001320H) or AS General Paper / (1009360)
	Grade 10	English II / (1001340) & Intensive Reading	English II / (1001340) or English II (H) / (1001350)	English II (H) / (1001350) or English III (H) / 1001380	Pre-IB English 2 / (1001810) or English 3 (H) / (1001380) or AP LA & Comp.(1001420)	English II (H) / (1001350) or AS English Language / (1001550)
	Grade 11	AS General Paper / (1009360)	AS General Paper / (1009360) or ENC1101/ENC1102	AP LA & Comp.(1001420) or ENC1101/ENC1102 (2cr) or AS General Paper / (1009360)	IB English 3 / (1001820)	AS English Literature / (1005370)
	Grade 12	English IV / (1001400)	English IV / (1001400) or ENC1101/ENC1102 (2cr)	AP LA & Comp.(1001420) 0r ENL2011/ENL2012 (2cr)	IB English 4 / (1001830)	AS English Language and Literature / (1001535)
== Mathematics	**Grade 9**	Algebra 1A / (1200370) 1 credit &	*Algebra 1 or (H) (1200310/1200320) Or	Geometry or (H) (1206310/1206320)	Geometry (H) / (12063i0) Or Algebra II (H) / (1200340)	Geometry (H) / (12063i0) Or

		*Algebra 1B / (1200380) 1 credit	Pre-AP Algebra 1 (1200386)*			Algebra II (H) / (1200340)
	Grade 10	Geometry / (1206310)	Geometry or (H) / (1206310/1206320)	Algebra II or (H) / (1200330/1200340)	Algebra II (H) / (1200340) or IB Pre-Calculus / (1202375)	Algebra II (H) / (1200340) or Pre-Calc / (1202340)
	Grade 11	Algebra II or (H) / (1200330/1200340) or Mathematics for Data and Financial Literacy (1200384)	Algebra II or (H) / (1200330/1200340) or Mathematics for Data and Financial Literacy (1200384)	Pre-Calc / (1202340) or MAC 1105/1147 (2cr)	IB Math Studies / (1209800) or IB Pre-Calculus / (1202375) Or IB Calc & Descr Stats / (1202810)	Pre-Calc / (1202340) Or AP Calculus AB / (1202310)
	Grade 12	Algebra II or (H) / (1200330/1200340) or Mathematics for Data and Financial Literacy (1200384) or Mathematics for College Liberal Arts (1207350)	Pre-Calc / (1202340) or Mathematics for Data and Financial Literacy (1200384) Or Mathematics for College Liberal Arts (1207350) or MAC 1105/1147 (2cr)	AP Calculus AB / (1202310) or STA2023	IB Stats & Intro Diff Calc (1210310) Or IB Calc & Descr Stats / (1202810) Or AP Calculus AB / (1202310)	AP Calculus AB / (1202310) Or AP Calculus BC / (1202320)

* ***Level 3 EOC score required for standard diploma and EOC counts 30% of final grade***

Algebra 1A and Algebra 1B are equivalent to 2 credits for high school graduation. However, both courses count as 1 credit for admission to the SUS

Certain Industry Certifications may be applied toward mathematics credit requirements (excluding Algebra 1 and Geometry)

High School Course Progression Matrix

Science and Social Studies

Course	Grade Level	Transitional Level 1-2 Science FCAT	On Grade Level 3	Above Level 4-5	IB Level 4-5	AICE
Science	**Grade 9**	Env. Science (2001340) (Grade 9 students only)	Biology (2000310)	Biology or (H) (2000310/2000320)	Biology 1 (H) (2000320H)	Biology (H) / (2000320)
	Grade 10	Biology (2000310)	Physical Science (2003310)	Chemistry I or (H) (2003340 / 2003350)	Chemistry 1 (H) (2003340 / 2003350)	AS Marine Science / (2002515)
	Grade 11	Physical Science (2003310) or Marine Science (2002500) or Earth Space Science (2001310)	Marine Science (2002500) or Earth Space Science (2001310)	Physics I or (H) /(2003380/2003390) or AP Env. Science (2001380) or +AP Biology 2000340 or BSC2010/BSC2011	AP Biology (2000340)	AS Environmental Management / (2001381)
	Grade 12			CHM 2045 Or PHY1053	Biology 2 IB / (2000810) or Biology 3 IB / (2000820) or Env. Systems 2 IB / (2001375) or Sports & Ex Science 2 IB (2001830) or Chemistry 2 IB (2003810)	
Social Studies	**Grade 9**					World History (H) / (2109320)
	Grade 10	World History (2109310)	World History or (H) (2109310/2109320) or Pre-AP World History and Geography (2109415)	AP World History (2109420)	AP World History (2109420) Or AP European History (2109380)	AS European History / (2109371)

	Grade 11	U.S. History (2100310)	U.S. History or (H) (2100310/2100320) or AP U.S. History (2100330)	AP U.S. History (2100330) or *AMH2010/AMH2020	AP U.S. History (2100330)	AS US History / (2100500)
	Grade 12	U.S. Government (2106310) Econonomics (2102310)	U.S. Government or (H) (2106310/2106320) and Economics or (H) (2102310/2102320)	AP U.S. Gov and Politics (2106420) AP Microeconomics (2102360) or AP Macroeconomics 2102370 or AP Psychology 2107350 or AP Comparative Gov/Pol 2106430 DE Psychology PSY1012 or DE Sociology SYG2000	Cont. History 1 IB (2109800) or Cont. History 2 IB (2109805) or Soc & Cult Anthropology 2 IB (2101810) or Environmental Systems 2 IB (2001375)	

APPENDIX B
(Sample Programs of Study)
For a full list of all programs of study, go to the district website

Career Cluster:	**Visual and Performing Arts**			**Program:**	**Theatre**		
Career Cluster Pathway:	**Acting**			**Industry Certification:**	**N/A**		
HERNANDO SCHOOL DISTRICT Learn it. Love it. Live it.	**16 CORE CURRICULUM CREDITS**				**8 ADDITIONAL CREDITS**		
	ENGLISH 4 credits	**MATH** 4 credits	**SCIENCE** 3 credits, 2 with lab	**SOCIAL STUDIES** 3 credits	**OTHER REQUIRED COURSES** FINE ARTS (1 credit), PHYSICAL EDUCATION (1 credit),	**VISUAL and PERFORMING ARTS COURSES**	**RECOMMENDED ELECTIVES** (ALIGNED WITH COMMUNITY COLLEGE & STATE UNIVERSITY SYSTEM PROGRAMS)
HIGH SCHOOL (NCTHS)	**Diploma Options: (1) 24 Credit (2) 18 Credit ACCEL (3) Advanced International Certificate of Education (4) International Baccalaureate** • **Students are encouraged to begin planning for careers and post secondary options by exploring resources at mycareershines.org.** • **Students are also encouraged to participate in dual enrollment courses which may be used to satisfy high school graduation or Bright Futures Gold Seal Vocational Scholars course requirements.** • **Cumulative GPA of 2.0 on a 4.0 scale for 24 credit program**						
	9th	English 1	*Algebra 1	Biology		HOPE (meets PE requirement)	Acting 1	Foreign Language
	10th	*English 2	Geometry	Physical Science	World History		Acting 2	Foreign Language
	11th	English 3	Algebra 2	Chemistry or Physics or Equally Rigorous Course	US History	Fine Arts – May take an additional Theatre course such as Technical Theatre Design & Production 1 or Musical Theatre 1	Acting 3	
	12th	4th year English	4th year Math		US Government and Economics with Financial Literacy		# Acting 4	
Post-Secondary	**Based on the Career Cluster of interest and identified career and technical education program, the following is a sample of postsecondary options available.**						
	2-Year Professional Certificate PROGRAM(S)			**COMMUNITY COLLEGE PROGRAM(S)**		**UNIVERSITY PROGRAM(S)**	
	American Musical and Dramatic Academy (AMDA - NY)			A.S. in Acting (FL School of the Arts) A.A. Pre-Major in Theatre (Valencia College)		B.A. in Theatre Arts or Theatre/Education B.F.A. in Acting or Theatre Performance (UF, UCF, FSU, and others)	
CAREER	**Sample Career Specialties**						
	Actor (Theatre, film, television, industrials, theme park, voice-over artist, etc.)			K-12 Theatre Teacher College Theatre Professor Theatre Company/Performing Arts Center Education Director/Instructor		Other professions that often encourage study in acting: Psychologist/Counselor, Lawyer, Minister/Clergy, Broadcaster	
CREDIT	**Extension and Dual Enrollment Opportunities**						
	Dual Enrollment Survey of Drama 1 & 2 through PHSC			Students in the Theatre program may take additional theatre courses to supplement their career cluster pathway as openings in their schedules permit		Available courses: Acting 1, 2, 3, 4 Honors, Technical Theatre Design & Production 1, 2, 3, 4 Honors, Musical Theatre 1, 2, 3, Theatrical Directing & Stage Mgmt.	
***=Level 3 Requirements**	**#=Honors Weight**	**♦=Science Equivalent *Course***	**@= Course Substitution**	**PA= Fine/Performing Arts Credit**			
Performing Arts Student Association: International Thespian Honor Society							
Extra Curricular Experience Recommendations: Participation in Shark Theatre productions, Thespian Honor Society Festivals/Competition							

Program of Study Graduation Requirements: http://www.fldoe.org/academics/graduation-requirements

Career Cluster:	**Engineering & Technology Education**	**CTE Program:**	Production Technology (8604000)
Career Cluster Pathway:	**Engineering & Technology Career Path (SCPA)**	**Industry Certification:**	Secondary: MSSC Certified Production Technician Post-Secondary: **NIMS Machining Level 1**

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	14 CORE CURRICULUM CREDITS				**10 ADDITIONAL CREDITS**		
	ENGLISH 4 credits	**MATH** 4 credits	**SCIENCE** 3 credits, 2 with lab	**SOCIAL STUDIES** 3 credits	**OTHER REQUIRED COURSES** FINE ARTS (1 credit), PHYSICAL EDUCATION (1 credit),	**CAREER AND TECHNICAL EDUCATION COURSES**	**RECOMMENDED ELECTIVES** (ALIGNED WITH COMMUNITY COLLEGE & STATE UNIVERSITY SYSTEM PROGRAMS)
HIGH SCHOOL (CHS, HHS)	**Diploma Options: (1) 24 Credit (2) 18 Credit ACCEL (3) Advanced International Certificate of Education (4) International Baccalaureate** • **Students are encouraged to begin planning for careers and post secondary options by exploring resources at mycareershines.org.** • **Students are also encouraged to participate in dual enrollment courses which may be used to satisfy high school graduation or Bright Futures Gold Seal Vocational Scholars course requirements.** • **Cumulative GPA of 2.0 on a 4.0 scale for 24 credit program**						
9th	English 1	*Algebra 1	Biology		HOPE (meets PE requirement)	Production Technology 1 (PA)	Foreign Language
10th	*English 2	Geometry	Physical Science	World History	Practical/Fine Arts	Production Technology 2 (PA)	Foreign Language
11th	English 3	Algebra 2	Chemistry or Physics or Equally Rigorous Course	US History		Production Technology 2 (PA)	
12th	4th year English	4th year Math		US Government and Economics with Financial Literacy			

Post-Secondary	**Based on the Career Cluster of interest and identified career and technical education program, the following postsecondary options are available.**		
	TECHNICAL CENTER PROGRAM(S)	**COMMUNITY COLLEGE PROGRAM(S)**	**UNIVERSITY PROGRAM(S)**
	Automation & Production Technology at SunCoast Technical Education Center	A.S. Engineering Technology at HCC A.S. Engineering Technology at SPC A.S. Engineering Technology at PHSC	BS in Industrial Management at USF BS in Industrial Engineering at UCF
CAREER	**Sample Career Specialties (The Targeted Occupations List may be used to identify appropriate careers.)**		
	Production Worker Team Assemblers	Engineering Technician Machinist Manufacturing Production Technician	Engineer
CREDIT	**Articulation and CTE Dual Enrollment Opportunities**		
	Secondary to Technical Center (PSAV)	**Secondary to College Credit Certificate or Degree** Students earning the MSSCN001 Industry Certification are guaranteed 15 credits in the Engineering Technology AS/AAS	**PSAV/PSV to AAS or AS/BS/BAS** Three (3) college credit hours to the AAS/AS Degree in Manufacturing Technology.

***= Level 3 Requirements** **#=Honors Weight** **♦=Science Equivalency** **@= Course Substitution** **PA= Fine/Performing Arts Credit**

Career and Technical Student Association: Skills USA

Internship/Work Experience Recommendations:

Program of Study Graduation Requirements: http://www.fldoe.org/academics/graduation-requirements

Career Cluster:	**Health Science**	**CTE Program:**	**Allied Health Assisting**
Career Cluster Pathway:	**Support Services**	**Industry Certification:**	**Certified Medical Administrative Assistant, Certified Nursing Assistant**

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		14 CORE CURRICULUM CREDITS				**10 ADDITIONAL CREDITS**		
		ENGLISH 4 credits	**MATH** 4 credits	**SCIENCE** 3 credits, 2 with lab	**SOCIAL STUDIES** 3 credits	**OTHER REQUIRED COURSES** FINE ARTS (1 credit), PHYSICAL EDUCATION (1 credit),	**CAREER AND TECHNICAL EDUCATION COURSES**	**RECOMMENDED ELECTIVES** (ALIGNED WITH COMMUNITY COLLEGE & STATE UNIVERSITY SYSTEM PROGRAMS)
HIGH SCHOOL (CHS, HHS)	**Diploma Options: (1) 24 Credit (2) 18 Credit ACCEL (3) Advanced International Certificate of Education (4) International Baccalaureate** • Students are encouraged to begin planning for careers and post secondary options by exploring resources at mycareershines.org. • Students are also encouraged to participate in dual enrollment courses which may be used to satisfy high school graduation or Bright Futures Gold Seal Vocational Scholars course requirements. • Cumulative GPA of 2.0 on a 4.0 scale for 24 credit program							
	9th	English 1	*Algebra 1	Biology		HOPE (meets PE requirement)		Foreign Language
	10th	*English 2	Geometry	Physical Science	World History	Practical/Fine Arts		Foreign Language
	11th	English 3	Algebra 2	Chemistry or Physics or Equally Rigorous Course	US History		Health Science 1or Anatomy & Physiology	
	12th	4th year English	4th year Math		US Government and Economics with Financial Literacy		Health Science 2, Allied Health 3 and Health Science Directed Study	

Post-Secondary	**Based on the Career Cluster of interest and identified career and technical education program, the following postsecondary options are available.**		
	TECHNICAL CENTER PROGRAM(S)	**COMMUNITY COLLEGE PROGRAM(S)**	**UNIVERSITY PROGRAM(S)**
	Certified Nursing Assistant, Practical, Surgical Technician, EMS, Paramedics, Medical Technician Programs	Various Health Science Programs including LPN, RN Radiology Technician, Ultrasound Technician	BS in Registered Nursing, Pre-Med, Pre-Pharmacy, Nurse Practitioner,
CAREER	**Sample Career Specialties (The Targeted Occupations List may be used to identify appropriate careers.)**		
	Certified Nursing Assistant, Patient Care Assistant, Practical Nurse	Nursing RN, Emergency Medical technician, Medical Administrative Assistant, Health Unit Coordinator, Medical Coder	Registered Nurse, Nurse Practitioner, Respiratory Therapist, Physical Therapist
CREDIT	**Articulation and CTE Dual Enrollment Opportunities**		

***= Level 3 Requirements** **#=Honors Weight** **♦=Science Equivalency** **@= Course Substitution** **PA= Fine/Performing Arts Credit**

Career and Technical Student Association: HOSA Future Health Professionals

Internship/Work Experience Recommendations: Clinical experience required as part of program

Program of Study Graduation Requirements: http://www.fldoe.org/academics/graduation-requirements

APPENDIX C
(Intervention Plans)

Individual Student Plans

Plan Element	Progress Monitoring Plan	Individual Education Plan (IEP)	Section 504 Plan	English Language Learners Plan
Authority	Section 1008.25(4), F.S.	Individuals with Disabilities Education Act and Rule 6A-6.03028, FAC	Section 504 of the Rehabilitation Act of 1973	Consent Decree, *LULAC et. al. v. State Board of Education* (1990)
Purpose	To assist the student in meeting state and district expectations for proficiency for promotion in ELA, mathematics, social studies, and science	To address the unique educational needs of a student with a disability, including their level of English proficiency to ensure a free and appropriate public education	To provide students with disabilities equal opportunity to benefit from educational programs, services, or activities as is provided their nondisabled peers	To ensure the provision of appropriate services to students with limited English proficiency and to monitor the progress made by such students
Target Audience/Student Eligibility	Students who do not meet specific levels of performance as determined by the district School Board ELA, mathematics, social studies, and science for each grade level, or who do not meet specific levels of performance on statewide assessments at selected grade levels	Students who meet the eligibility requirements under IDEA and State Board of Education Rules must have an IEP developed and implemented.	Students with a current physical or mental impairment which substantially limits one or more major life activities	Students identified through a home language survey and oral/aural and reading/writing (3-12) assessments to be limited English proficient
Goals	Identification of the desired level of performance in area(s) of deficiency. Level 3 on FSA, SRI grade level proficiency and below designated cut points on iReady.	Identification of measurable annual goals to address the student's priority educational needs and how the disability affects progress in the general education curriculum	Determination of necessary accommodations based on the individual needs of the student	Progress toward the acquisition and proficiency of the English language
Method	Diagnostic assessments may include: teacher and common district assessments, placement test, and diagnostic software results	Diagnostic assessments may include: teacher and common district assessments, placement test, and diagnostic software results	There are no specific requirements for the content of a Section 504 plan; the plan identifies the services or accommodations to be provided to the eligible student.	ACCESS for ELLs, diagnostic assessments may include: teacher and common district assessments, placement test, and diagnostic software results

Plan Element	Progress Monitoring Plan	Individual Education Plan (IEP)	Section 504 Plan	English Language Learners Plan
Monitoring	The how, when, how often, by whom, how long academic support instruction is to be provided, and the reevaluation activities to be employed	The how, when, how often, by whom, how long academic support instruction is to be provided, and the reevaluation activities to be employed	The how, when, how often, by whom, how long academic support instruction is to be provided, and the reevaluation activities to be employed	The how, when, how often, by whom, how long academic support instruction is to be provided, and the reevaluation activities to be employed
Parent Involvement	The school must collaborate with the parent of any student involved in the school-wide PMP through MTSS process.	Parents are integral members of the student's IEP team; documentation is required demonstrating that the parent was afforded the opportunity to participate.	Best practice dictates that they have involvement in the evaluation and placement process.	Parent involvement shall be promoted by the establishment of Parent Leadership Councils at the school or district level in addition to the training and promotion of parents of ELL students on other advisory councils in the district.
Service Delivery	Re-teaching by the classroom teacher, extra time programs, academic support programs, course/credit recovery Level 1 (intensive ELA and mathematics classroom) Level 2 (core academic classroom)	Identification and delivery of special education and related services, accommodations, and/or modifications	Individualized based on the student's required accommodations and/or modifications	Intensive English language instruction and instruction in basic subject that are comprehensible and equal to that provided to English proficient students in scope, sequence, etc.
Other Requirements	District school boards shall assist schools and teachers to implement research-based activities that have been shown to be successful in teaching low-performing students. academic support instruction provided during high school may not be in lieu of English and mathematics credits required for graduation.	An IEP may suffice for the PMP process.	Students eligible for a Section 504 plan may also participate in the school-wide PMP process if they are experiencing academic difficulties.	The ELL Student plan may be combined with an IEP. The ELL or Student plan may be included in or attached to an existing student's plan, e. g., IEP, or may be a separate document for a given student or students.

APPENDIX D

NOTICE OF USE OF SOCIAL SECURITY NUMBERS
Please Read the information below.

The School District of Hernando County may collect, use or release social security numbers (SSN) of students and/or parents for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law [Florida Statute §119.071(5)(a)2-3].

- **Student registration and student identification numbers [**Required to request by §1008.386 and §119.071(5)(a)6, F.S. However, §1008.386 notes as an exception, "However, a student is not required to provide his or her social security number as a condition for enrollment or graduation."]
- **Registration in an adult education program** [Required by 6A-10.0381, Florida Administrative Code (F.A.C.) if available and/or student identifier, as required by §119.071(5)(a)6, F.S.]
- **Tracking of adult students enrolled in a postsecondary program.** [Required by 6A-1.0955(3)(e), F.A.C., and by §119.071(5)(a)6, F.S.]
- **Criminal history, Level 1 and level 2 background checks / Identifiers for processing fingerprints by Department of Law Enforcement / Registration information regarding sexual predators and sexual offenders authorized by §943.04351, F.S., if SSN is available.** [Required by 11C-6.003, F.A.C., and §119.071(5)(a)2 and 6, F.S.]
- **Reports on students required to be submitted to Florida DOE** [Authorized by §119.071(5)(a)2 and 6, F.S.]
- **Tort claims and tort notices of claim against the School Board** [Required by §768.28(6) and §119.071(5)(a)6, F.S.]
- **Use of motor vehicle information from the Department of Motor Vehicles for the District to carry out its functions and to verify the accuracy of information submitted by agent or employee to District, including to prevent fraud, in connection with insurance investigations, and to verify a commercial driver's license.** [Authorized by federal law 18 U.S.C. 2721 et seq. and §119.071(5)(a)6, F.S.]
- **Information received from Florida DOE to locate missing Florida School Children.** [Required by 6A-6.083, F.A.C., and §119.071(5)(a)6, F.S.]
- **National School Lunch Act application verification process / Eligibility for Free and Reduced Price Meals and Free Milk in Schools.** [Required of the adult, if the person has a number, by federal law 42 U.S.C. 1751 et seq. and federal regulations 7 C.F.R. 245.2 and .3, and §119.071(5)(a)6, F.S.]
- **Reports from Department of Motor Vehicles of each student whose driver's license is suspended for excessive unexcused absences and reports to Department of non-enrollment or non-attendance upon the part of a student who is required to attend some school** [Required by §322.091(5), §1003.27, and §119.071(5)(a)6, F.S.]
- **Written verification from employer for vocational education, student follow up** [Required by 6A-10.0341, F.A.C., and §119.071(5)(a)6, F.S.]
- **Child abuse report to Department of Children and Families (DCF), of student victim and subjects of report** [Required by 65C- 29.002, F.A.C., and §119.071(5)(a)6, F.S.]
- **Identification of blood donors** [Authorized by federal law 42 U.S.C. 405(c)(2)(D)(i)]
- **The disclosure of the SSN is expressly required by federal or state law or a court order.** [Required by §119.071(5)(a)6, F.S.]
- **Collection and/or disclosure are imperative or necessary for the performance of the District's duties and responsibilities as prescribed by law, including but not limited for password identification to the District's network.** [Authorized by §119.071(5)(a)6, F.S., and required by §119.071(5)(a)2, F.S.]
- **The individual expressly consents in writing to the disclosure of his or her SSN.** [Authorized by §119.071(5)(a)6, F.S.]
- **The disclosure of the SSN is made to prevent and combat terrorism to comply with the USA Patriot Act of 2001, Public Law 107-56, or Presidential Executive Order No. 13,224.** [Required by §119.071(5)(a)6, F.S.]
- **The disclosure of the SSN is made to a commercial entity for the permissible uses set forth in the federal Driver's Privacy Protection Act of 1994, 18 U.S.C. 2721 et seq.; the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq.; or the Financial Services Modernization Act of 1999, 15 U.S.C. 6801 et seq., provided that the authorized commercial entity complies with the requirements of §119.071(5), F.S.** [Authorized by §119.071(5)(a)6, F.S.]
- **Income for Medicaid eligibility, determine the amount of medical assistance payments, process Medicaid billing, and provide program follow-up [Required by federal regulation 42 C.F.R. 435.910, unless student applicant for Medicaid refuses** to obtain a SSN, based on well-established religious objections]

APPENDIX E

STUDENT RECORDS

FERPA (Family Education Rights & Privacy Act) is a Federal law that is administered by the Family Policy compliance Office in the US Department of Education. This law gives parents [and students over eighteen (18) years of age] certain rights concerning student school records.

Annual Notice about Your Rights Concerning Student Records: Parent(s)/ guardian(s) have the right to inspect and review all records and data related to their child who is under 18 years of age or over 18 years of age if claimed as a dependent under IRS rules. This includes print, computer media, microfilm, and microfiche records. This may be done by contacting the school administration for an appointment. All requests will be granted within a reasonable period of time, not to exceed 30 days. Students 18 years of age and older have the right to inspect and review their records by following the same procedure outlined above.

Parent(s)/guardian(s) have an opportunity to challenge the content of their child's record, to ensure that it is not inaccurate, misleading, or otherwise in violation of privacy. Parent(s)/guardian(s) of students over eighteen (18) years of age claimed as a dependent under IRS rules and students over eighteen (18) years of age not claimed as a dependent are provided the opportunity to correct or delete inaccurate, misleading, or inappropriate data by first requesting a meeting with the school administration or department responsible for developing that information. If the school administration or department responsible for developing the information agrees that it needs to be corrected, then it is done, and only a notation that the record has been corrected or deleted is placed in the file. If an agreement is not reached at this level, then the parent(s)/guardian(s) or student over the age of 18 years if not claimed as a dependent, has the right to request a formal hearing under School Board Policy.

You have the right to let other people see your school records; however, the law allows some people to see your records without your consent. Exemptions to consent for disclosure:

i. School Board members, as part of an expulsion proceeding.
ii. School district employee or adult volunteer may see records if he or she needs information in the record in order to do his or her job as an employee or volunteer.
iii. Another educational institution even after a student has already enrolled or transferred if the purpose is related to the student's enrollment or transfer.
iv. Schools or institutions of post-secondary education to which a student seeks or intends to enroll.
v. Federal, state, and local authorities involved in an audit or evaluation of compliance with educational program requirements
vi. Financial aid institution, such as college loan personnel.
vii. Accrediting organizations.
viii. Persons who comply with lawfully issued orders or subpoenas.
ix. Persons who deal with health or safety emergencies.
x. State or local officials in connection with serving the student's under juvenile justice systems in the accordance with an interagency agreement or cooperative agreement as mandate by section Florida Statute §1003.52.

Some of the information in your child's school record is not confidential and may be released without your consent. This information is defined as "Directory Information". The primary purpose of directory information is to allow the District to include this type of information from your child's educational records in certain school publications.

Examples include: Yearbook, honor roll, graduation reports, sport publications, etc. The following records/reports are designated as Directory Information.

1. Student's name
2. Date of Birth
3. Dates of attendance
4. Address
5. Telephone number, if not unlisted or Restricted per state statute
6. Major field of study
7. Degrees, honors, and awards received
8. Most recent previous educational institution attended
9. Height & weight of members of athletic teams
10. Participation in recognized sports/activities

If you do not want directory information released, you must notify the school administration in writing specifying what types of directory information you do not want released. The written notice to the school administration must be received no later than September 15, of each school year, or within 30 days of receiving this notice, if you enroll after the school year has begun. Military recruiters and institutions of higher education are entitled, under federal law, to a list of names, addresses, and telephone numbers of high school students, unless you object to such release. The Superintendent also authorizes

release of this information to companies that manufacture class rings and publish yearbooks. You must notify your child's school administration in writing, if you do not wish this information released without your consent. Both parents have a right to see their child's record unless there is a certified copy of an order on file at the school that specifically denies the right of access to school records. Copies of school records are available for a minimum copying charge.

You have the right to inspect, upon request, any instructional material used as part of the educational curriculum. This does not include academic tests/assessments.

You have the right to opt out of any physical examination or screening that is invasive in nature – any medical examination that involve exposure of private body parts, or any acts during examination that include incision, insertion, or injection into the body, but do not include a hearing , vision, scoliosis screening, or head lice exams.

"Note: The School District may permit School Resource Officers (SRO) to view live feed of School District risk-management surveillance videos (bus or schools) or playback of such videos. A subpoena is required if the officer requests a copy of the video."

APPENDIX F

SURVEYS

Students are not required to participate in any survey that concerns one or more of the following protected areas without prior written consent:

1. Political affiliations or beliefs of the student or the student's parents
2. Mental and psychological problems of the student or the student's family
3. Sexual behavior or attitudes
4. Illegal, antisocial, self-incriminating, or demeaning behavior
5. Critical appraisals of other individuals with whom the respondent has close family relationships
6. Legally recognized privileged relationships, such as those of lawyers, physicians, and ministers
7. Religious practices, affiliations, or beliefs of the student or the student's parent
8. Income (other than required by law to determine program eligibility)

Parents have the right to inspect any survey before it is administered or distributed by contacting the school and making an appointment during regular school hours.

You have the right to file a complaint with the U.S. Department of Education concerning alleged failure by the District to comply with the requirements of the Family Educational Rights and Privacy Act of 1974 (FERPA). The address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue S.W. Washington, D.C. 20202-5920

HERNANDO COUNTY SCHOOL DISTRICT
STUDENT PROGRESSION PLAN
and
SCHOOL PROCEDURES HANDBOOK

Entry, Promotion, Retention and Graduation
Grades VPK/Pre-K – 12

Effective August 11th, 2025

HERNANDO SCHOOL DISTRICT

Learn it. Love it. Live it.

School Board:
Shannon Rodriguez, Chairperson
Mark Johnson, Vice Chairperson
Susan Duval, Board Member
Michelle Bonczek, Board Member
Kayce Hawkins, Board Member

Ray Pinder
Superintendent
Hernando County School District

Vision:

To inspire and support the pursuit of individual greatness.

Mission:

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

Guiding Principles:

We believe:

- ✓ Education is the foundation for a better future.
- ✓ Family and community involvement are critical to a high quality educational system.
- ✓ Diverse individuals, ideas, talents, and learning styles strengthen our communities.
- ✓ All stakeholders share in the responsibility and decision-making as part of supporting student success and school improvement.
- ✓ Individuals and organizations are accountable for their behaviors and actions.
- ✓ Commitment to teaching methodologies that foster student engagement, critical thinking, and content mastery will prepare all students to graduate ready for work and postsecondary education.
- ✓ Shared purpose, collaboration, commitment to continuous improvement, and an innovative spirit are essential in effective teaching cultures.
- ✓ Safe, caring environments are essential for learning and the well-being of all students.
- ✓ High expectations and recognition empower individuals and lead to improved performance.
- ✓ Aligned expectations and policies that reflect best business practices are essential for success.

STUDENT PROGRESSION PLANS

The purpose of the Student Progression Plan is to inform school personnel, parents, students, and other interested citizens of the Hernando County School District (District) of the rules and administrative procedures required to implement State and local student progression requirements. Each student's progression from one grade to another will be determined, in part, upon satisfactory performance in English Language Arts, social studies, science, and mathematics. It is the responsibility of the School Board and District Administration to provide students with effective instructional and academic support programs that monitor progress, promote continuous achievement, and make provisions for individual differences. [Florida Statute § 1008.25 (1)]

The District is committed to the implementation of a Problem Solving/Response to Intervention (PS/RtI) framework also known as Multi-tiered Systems of Support (MTSS) to integrate/align efforts to improve educational outcomes and meet the academic/behavioral needs of all students. The District will provide high quality instruction/intervention matched to student needs and use learning rate and level of performance to make informed instructional decisions, including decisions regarding promotion, acceleration, academic support, and retention. Response to Intervention is a "data-based decision making process" applied to education. A four step problem-solving method and the systematic use of assessment data, at the District, school, grade, class, and individual level will guide decisions about the allocation of resources and intensity of instruction/intervention needed to improve learning and/or behavior [State Board of Education Rule 6A-6.03018; 34 C.F.R. Florida Statute §300.307 (a)(2); School Board Policy 2210, 5410, & 5410.01].

The principal of a school is responsible for making and maintaining required records and reports and providing leadership for instruction that meets the needs of all students (Florida Statute § 1001.54; Florida Statute § 1012.28). Teachers are responsible for providing effective instruction, embedded academic support, and documenting students' mastery of the above Standards.

The District incorporates the Next Generation Sunshine State Standards/B.E.S.T. Standards or Core Content Connectors found in this School District Student Progression Plan [State Board of Education Rule. 6A-1.09401(2)].

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate and prohibits any and all forms of discrimination and harassment based on race, color, ethnicity, religion, national origin, sex, age, gender, marital status, disability, genetic information, lack of English language skills or other basis prohibited by law in any of its programs, services, activities or employment practices.

For questions regarding equity within the school system, please contact
Matt Goldrick
by email (goldrick_m@hcsb.k12.fl.us),
phone (352-797-7000), or
mail (919 N. Broad St. Brooksville, FL 34601)

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I. ENTRY AND ATTENDANCE REQUIREMENTS

A. INITIAL ENTRY REQUIREMENTS

It is the responsibility of parents/guardians of students entering Hernando County public schools for the first time to present the following **at the time of registration**:

1. A valid birth certificate or other documentation of birth (Florida Statute § 1003.21); **Florida Statute §1003.21(4)**

   Before admitting a child to kindergarten, the principal shall require evidence that the child has attained the age at which he or she should be admitted in accordance with the provisions of subparagraph (1)(a)2. The School District Superintendent may require evidence of the age of any child whom he or she believes to be within the limits of compulsory attendance as provided for by law. If the first prescribed evidence is not available, the next evidence obtainable in the order set forth below shall be accepted:

   (a) A duly attested transcript of the child's birth record filed according to law with a public officer charged with the duty of recording births;

   (b) A duly attested transcript of a certificate of baptism showing the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by the parent;

   (c) An insurance policy on the child's life that has been in force for at least 2 years;

   (d) A bona fide contemporary religious record of the child's birth accompanied by an affidavit sworn to by the parent;

   (e) A passport or certificate of arrival in the United States showing the age of the child;*

   (f) A transcript of record of age shown in the child's school record of at least 4 years prior to application, stating date of birth; or

   (g) If none of these evidences can be produced, an affidavit of age sworn to by the parent, accompanied by a certificate of age signed by a public health officer or by a public school physician, or, if these are not available in the county, by a licensed practicing physician designated by the School District School Board, which states that the health officer or physician has examined the child and believes that the age as stated in the affidavit is substantially correct. Children and youths who are experiencing homelessness and children who are known to the department, as defined in s.39.0016, shall be given temporary exemption from this section for 30 school days.

   * Please note that if a passport is offered for verification of birth, it may not be duplicated for placement in the cumulative folder.

2. Certification of a physical/health examination to be submitted at the time of registration (Florida Statute § 1003.22; School Board Policy 2210; recommended form: DH 3040– Refer to *Health Requirements.*).
3. Proof of residence- For a student assigned to a school based on the student's residence under School Board Policy 5120, parent(s)/guardian(s) **must** provide proof of residence to show that the student resides within the boundary of the school to which he/she is applying by presenting documentation, such as lease, mortgage or utility bill.
4. A certificate of immunization (Florida Statute § 1003.22). Students will not be admitted into class without proof of immunization.
5. **It is not the role of the school system to adjudicate parental disputes on questions of legal custody. School personnel will assume that the enrolling parent has legal custody of a child. Any parent(s)/guardian(s) seeking to restrict or modify the other parent's access to a student or that student's educational records must provide a certified court order supporting such restriction. Individual situations and all questions regarding the status or guardianship will be submitted to Board Counsel for final determination.**

Students who are without a fixed, regular and adequate nighttime residence are considered as children and youths who are experiencing homelessness [Florida Statute § 1003.01 (12); State Board of Education Rule 6A-6.063411 (1) (s)]. According to the McKinney- Vento Act, [Section 725) 42 U.S.C.A. Section 11432 (g) (3) (A)-(C)], homeless students are to be immediately enrolled in the school the local education agency (LEA) determines to meet the "best interest" of the child. Homeless children must be admitted to the school where they or their families reside [Florida Statute §1003.21(1)(f)]. Arrangements are to be made for immunization, transportation and all other school services. Appropriate student school and grade level placement as well as completion of required immunization and physical examination shall occur within 30 days of enrollment (School Board Policy 5111.01). A student who is emancipated and provides sufficient documentation to the principal is not required to live in a residence with an adult authority as a condition of admission to school.

A School District of Hernando County *Emergency Contact form* (SO-SS-031) must be completed at the beginning of each school year by the student's parent(s)/guardian(s). School personnel are strictly prohibited from requesting/requiring documentation of the immigration status of students and families. **It is the responsibility of the parent(s)/ guardian(s) to notify the school, in writing, promptly of any change of a student's address and/or phone numbers.** It is vital that this information be available to the school personnel in the event of a student becomes suddenly ill or involved in an emergency situation. Parent(s)/guardian(s) are requested to designate emergency contact person(s) who will pick up their student if the need ever arises. The name and phone numbers of the emergency contact person(s) must be included on the Emergency Information Card.

B. HEALTH REQUIREMENTS

All new students seeking entrance into a public school in Hernando County are required by *Florida Statute* §*1003.22* and School Board Policy 5112 to present, at the time of entry, valid documentation that they have received the required immunizations against the communicable diseases identified by the Hernando County Health Department or provide a *Certificate of Medical Exemption* (temporary or permanent), or a *Certificate of Religious Exemption* based on medical reasons or religious tenets. The *Certificate of Religious Exemption*, DH Form 681 is available only through the Hernando County Health Department. It is not available from private physicians. There is no grace period for any immunizations or physical examination requirements unless the student is eligible under the McKinney-Vento Homeless Education Assistance Act. The required immunizations and dosages for students are as follows:

1. Immunization Requirements for Entry into Grades K through 12

Type	PK	K	1	2	3	4	5	6	7	8	9	10	11	12
DTAP	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Polio*	√	√	√	√	√	√	√	√	√	√	√	√	√	√
MMR*	√	√	√	√	√	√	√	√	√	√	√	√	√	√
HEP B series	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Varicella*	√	√	√	√	√	√	√	√	√	√	√	√		
HIB*	√													
Td/Tdap Booster*									√	√	√	√	√	√

Tdap = tetanus/diphtheria

* Dosage as indicated for age.

One of the following Florida Certification of immunization certificates must be presented to the school at the time of enrollment and prior to attending school except for students experiencing homelessness. NO EXCEPTION IS PERMITTED.

- Documentation of Immunization.....DH Form 680 (July 2010), Part A-1
- Documentation of Temporary Medical Exemption .....DH Form 680, Part B
- Documentation of Permanent Medical Exemption.....DH Form 680, Part C
- Documentation of Religious Medical Exemption.....DH Form 681

No student may attend school before a record of immunization is received

Recommended Adolescent Vaccination

Meningococcal Disease is a serious bacterial infection that can lead to swelling of the lining around the brain and spinal cord. While these infections are rare, bacterial meningitis is highly contagious. According to the Centers for Disease Control (CDC), of those adolescents who become infected, 10% will die and 15% will have long-term problems as a result of the infection. Meningococcal conjugate vaccine (MCV4) provides protection against these infections. The CDC recommends that 11 – 12 year-olds receive a single shot of this vaccine during their routine physician visit. If your teenager missed getting the vaccine at his/her check-up, ask the doctor or health department about getting it now.

The Florida *Certification of Immunization* that includes temporary and permanent medical exemption sections is available from either private physicians or the Hernando County Health Department:

300 South Main St.
Brooksville, FL 34601
(352) 540-6800

7551 Forest Oaks Blvd.
Spring Hill, FL 34606
(352) 540-6800

2. Physical/Health Examination - All new students seeking entrance into a public school in Hernando County are required by *Florida Statute* § *1003.22* and School Board policy to present, at the time of entry, valid documentation that they have received a health examination performed within one (1) year prior to enrollment.

EXPLANATION OF PHYSICAL EXAMINATION REQUIREMENTS

STUDENTS	PHYSICAL EXAMINATION
Hernando County	Required for Pre-K, Kindergarten and 7th grade
Transfers within Hernando County (including private schools)	Review DH Form 3040 and DH Form 680 for documentation.
Transfers within Florida	Required for Kindergarten Review and file DH Form 3040 and DH Form 680 in the cumulative folder for documentation.
Transfers from another state or country	Required for all grades Physicals presented on forms from another state are acceptable if they include all components covered on DH Form 3040.** **Must** have been performed within one year of enrollment unless exempt based on a written request for religious reasons.
Homeless students may receive a temporary 30-day exemption.	

**DH Form 3040 - *State of Florida Health Examination Form*

3. Health Consent Form - House Bill 1557 Parental Rights in Education states " At the beginning of the school year, each school district shall notify parents of each healthcare service offered at their student's school and the option to withhold consent or decline any specific service.

C. MINIMUM AND MAXIMUM AGE LIMIT

1. VPK Age Entry- Entering VPK students must attain the age of 4 on or before September 1 of the school year for which entry is sought.
2. Kindergarten Age Entry - Entering kindergarten students **must** attain the age of 5 on or before September 1 of the school year for which entry is sought. [Florida Statute §1003.21 (1) (a) 2. Every elementary school provides opportunity for early registration beginning on April 1st, tours and resources for students entering kindergarten.

3. First Grade Age Entry - Entering first grade students must attain the age of 6 on or before September 1st of the school year for which entry is sought. [Florida Statute §1003.21 and Hernando County School Board Policy 5111]. The following requirements will apply.
   a. Previous enrollment and attendance in a Florida public school;
   b. Satisfactory completion of kindergarten requirements in a non-public school; or
   c. Previous attendance in an out-of-state school in which he/she was admitted on the basis of age requirement established by the state of residency.

3. Student Age 16 - A student who attains age sixteen (16) during the school year is not subject to compulsory school attendance beyond the date upon which he/she attains that age if the student files a formal declaration (SO-SS-048) of intent to terminate school enrollment with the School District . The declaration must acknowledge that terminating school enrollment is likely to reduce the student's earning potential and must be signed by the exiting student and the student's parent/guardian. The School District must notify the student's parent of receipt of the student's declaration of intent to terminate school enrollment [Florida Statute §1003.21 (1)(c)]. **The student's certified school counselor or other school personnel must conduct an exit interview with the student to determine the reasons for the student's decision to terminate school enrollment and the actions that could be taken to keep the student in school.** The student must be informed of opportunities to continue his or her education in a different environment, including but not limited to, adult education and GED test preparation. Additionally, the student must complete a survey in a format prescribed by the Department of Education to provide data on student reasons for terminating enrollment and actions taken by schools to keep students enrolled [Florida Statute § 1003.21 (c)].

4. Student Age 18 - A student who attains age eighteen (18) during the school year is not subject to compulsory school attendance beyond the date on which he/she attains that age, provided that the student files the required Declaration of Intent to Terminate Enrollment (District form SO-SS-020).

5. Exceptional Student Education (ESE) Eligible Students - Exceptional Student Education (ESE) Eligible Students (State Board of Education Rule 6A-6.03028 (1) F.A.C- A student with a disability shall be considered to be "in a continuous study program" when that student's Individualized Education Program (IEP) requires continued services by the School District.

   Graduation with a standard diploma, regardless of age, constitutes cessation of Free and Appropriate Public Education (FAPE) and a change in placement, requiring prior written notice.

Students with disabilities continue to be eligible for FAPE through the end of the day on which the student turns age twenty-two (22) if they have not earned a standard diploma, even if they have earned a General Education Development (GED) credential (Title 34, Code of Federal Regulations (CFR) Section, 300.102 (a) (3) (iv)

6. Students with an Active Section 504 Plan (Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104) - Students with a Section 504 Accommodation Plan must be "of school age" to continue receiving elementary and secondary educational services under Section 504. **The Section 504 team must review the plan annually.**

7. Compulsory Attendance Age - Each parent or legal guardian of a child within the compulsory attendance age is responsible for the child's school attendance as required by law. (Florida Statute § 1003.24; School Board Policy 5200). Except as provided in Florida Statute § 1003.24 and State Board of Education Rule 6A-1.09513, all students are expected to attend school regularly and to be on time for classes in order to benefit from the instructional program and to develop habits of punctuality, self-discipline and responsibility (Florida Statute § 1003.21).

Any further exception to this maximum age provision shall be made by the Superintendent on the recommendation of the principal of the high school involved, or the Director of Exceptional Student Education in the case of an exceptional child.

D. GENERAL TRANSFER INFORMATION (State Board of Education Rule 6A-1.09941).

Parents of public-school students may seek whatever public educational choice options that are applicable and available to students in their school districts. These options may include virtual instruction programs, charter, magnet schools, alternative schools, special programs, Advanced International Certificate of Education, Advanced Placement, Dual Enrollment, International Baccalaureate, Opportunity Scholarship and McKay Scholarship, etc. (Florida Statute § 1002.20) Parents who wish for their child to attend a school other than their zoned school must follow the district's Choice Plan which is available online.

All students who have been approved for a transfer to another school outside of their attendance zone are required to complete a withdrawal form. The school initiating the transfer must complete the form indicating that all obligations were met. The receiving school will not accept transfers without the proper documentation. The parents of students being bused for desegregation purposes may put a request in writing to the Exceptional Student Support Services Department objecting to busing. When a parent makes such a request in writing, that student shall attend his/her zoned school. A student that is found to be attending a school other than the zoned school without permission will be required to return to their zoned school immediately unless an extension is granted by the principal. In any case, the extension cannot exceed the current grading period.

Note: Students participating in sports will need to refer to the Athletic Handbook for more details

1. Kindergarten and First Grade Students - A child who transfers from another state shall be admitted under the same age requirements as established in the state where he/she previously resided. Grade placement should be based on transcripts and/or academic history. Absent academic records, student will be placed age-appropriately.

2. Students-Grades 2-5 - A student in grades 2-5 who transfers from any other public or private school in the United States or a foreign country is placed in comparable classes, and all records from the

previous school are accepted. Grade placement should be based on transcripts and/or academic history. Absent academic records, students will be placed age-appropriately.

Third grade students who transfer from any public or private school in the United States or a foreign country after the current year's statewide, standardized English Language Arts assessment administration must show good cause for promotion prior to being promoted to fourth grade (refer to the explanation for good cause exemption from mandatory retention for reading at grade 3) [Florida Statute §1008.25]. If the transfer occurs after the current school year, and there is proof of promotion (report card) from the previous school, the student may be promoted based on this information.

3. English Language Learners (ELL) Students (State Board of Education Rules 6A-6.0900-6.09091 and 6A-6.0905) A transferring ELL student will be identified and assessed to determine eligibility for services in accordance with State Board of Education Rule 6A-6.0902 (1) and (2).

   Out-of-Country Students-Interpreting Educational Records: In those instances where school site personnel, in collaboration with the school's assigned ESOL Lead Teacher, are unable to interpret a transcript from a foreign country, the Director(s) of Curriculum and/or Director of Federal Programs, or the Supervisor of School Counselors and/or Director of Federal Programs will provide a detailed interpretation, translation, and conversion of coursework taken at each grade level in the foreign country, along with the equivalent grade earned in each subject area. However, the student's enrollment in school shall not be delayed longer than 5 days while the records are being evaluated. [State Board Education Rule 6A-6-6.0902 (3) (b)]. Parental input regarding educational background should be taken into consideration especially when transcripts, records or report cards are not readily available. Placement based on age either because of lack of information about prior schooling (no transcript or report card) or prior schooling does not meet grade level requirements will result in an ELL Committee meeting. An administrator or administrator's designee must be part of the English Language Learners committee making the placement decision.

   Parents have the right to have their child immediately removed from a language instruction educational program and to decline to enroll the student in such a program or choose other instructional options, if available. A "language instruction program" means an instructional course (ex: Supplemental Title III Extended Day/Year programs or Developmental Language Arts Through ESOL/English Language Development courses) in which an ELL is placed for the purposes of developing and attaining English proficiency and which may make instructional use of both English and a child's heritage language (State Board Rule 6A-6.0902).

   ELL students are scheduled into courses that fulfill graduation requirements based on the School District Student Progression Plan, and on completed academic coursework, regardless of the language in which the coursework was done.

   School Board policy provides flexibility to school staff in making academic placement decisions on behalf of students and parents. Parents/guardians may appeal academic placement decisions to the principal.

4. Students with an Active Section 504 Plan (Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104) - A transferring student with an active Section 504 Accommodation Plan is a student who was previously enrolled in any other school or agency with an active Section 504

Accommodation Plan and who is enrolling in a Florida School District. Upon notification that a transferring student has an active Section 504 Accommodation Plan, the receiving school **must** review and revise, as necessary, the existing active Section 504 Accommodation Plan.

A Section 504 Team must meet annually to determine if an otherwise qualified student's mental and/or physical impairment substantially limits one or more of the student's major life activities. Examples of major life activities include learning, walking, seeing, hearing, speaking, and/or breathing. A student need only be substantially limited in one major life activity to qualify for Section 504 eligibility.

5. Exceptional Student Education Eligible Students (ESE) - (State Board of Education Rule 6A-6.0334) - A transferring ESE-eligible student is a student who was previously enrolled as an ESE- eligible student in any other school or agency and who is enrolling in a Florida School District, or in an educational program operated by the ESE Department through grants or contractual agreements.

   The IEP Team will determine whether the kindergarten screening tool is appropriate for transferring ESE-eligible kindergartners.

   For each ESE-eligible student who transfers to a new Florida school district and enrolls in a new school, who had an Individualized Education Program (IEP) or Educational Plan (EP) that was in effect in a previous Florida School District, the new Florida School District, in consultation with the parents, must provide a FAPE to the student, as follows:

   An ESE-eligible student with a disability who is transferring from one Florida public school district to the Hernando County School District who has a current IEP, or Education Plan (EP) for gifted students, will be placed in the least restrictive appropriate educational program(s) consistent with the plan and state education standards. The receiving school **must** review and may revise the current IEP/EP as necessary.

   An ESE eligible student who is transferring from an out of state public school who has a current IEP ~~a~~nd evaluation data necessary to determine that the student meets Florida's eligibility criteria for special programs may be determined eligible and have an IEP developed for services in the appropriate educational program. If a student with an EP transfers to a Florida school district and enrolls in a new school within the same school year, the new Florida school district (in consultation with the parents or legal guardians) must provide the student with services comparable to those described in the student's gifted plan from the previous school district, until the new Florida school district develops, adopts and implements of Rule 6A-6.030191, F.A.C. Students who transfer with gifted eligibility from another state do not need to meet the requirements of Rule 6A-6.03019, F.A.C. for continued services.

   (a) The new school district is not required to obtain parental consent for the initial provision of services for transferring gifted students determined eligible for services in Florida under this rule.
   (b) For the purposes of this rule, a gifted plan could include documentation from the previous school district in another state that the student was determined eligible for gifted services in accordance with the applicable requirements of that district or state and was receiving gifted services.

   An ESE eligible student who is transferring from out of state and does not have the evaluation data

necessary to determine that the student meets Florida eligibility criteria for special programs will have an IEP development for services in the appropriate educational program(s) and be referred for initial evaluation to gather the data needed to determine eligibility.

6. International Exchange Students (School Board Policy 5114) - For the purpose of the cultural experience, Foreign Exchange students may be enrolled in HCSD, but are NOT eligible for diploma options. Each high school **may** accept up to **one-half of one percent (.5 of 1%)** of its total student population as foreign exchange students each year on a first come, first served basis. It is recommended that different countries be represented.
Foreign Exchange students must be sponsored by an accredited foreign exchange visitor agency which has been recognized and approved by the United States Information Agency (USIA) and the Council on Standards of International Travel (CSIET). In addition, the sponsoring organization must receive school enrollment authorization for placements each year prior to contacting potential host families - and follow school policy.

   Out-of-county transfers will not be accepted unless the host family has relocated into Hernando County. Schools will accept in-district foreign exchange transfers following the district's transfer procedure. The principal or principal's designee will be responsible for ensuring that the student complies with School Board Policy 5114. **Rules regarding educational choice and schools over capacity also apply to foreign exchange students.**
   Note: Eligible foreign exchange students will be placed in grades 10 or 11 only. The duration of time will be for one year only. Foreign exchange students are not eligible for a HCSD high school diploma.

   a. All Foreign Exchange students must meet the following eligibility requirements:
      i. Have not received a terminal degree from a high school.
      ii. Be at least 15 years of age on the date of enrollment and not older than 18 ½, which is the maximum age specified in Council on Standards for International Educational Travel (CSIET) policy. A passport or visa is required for verification of birth and J-1 visitor status.
      iii. Have the required passport for verification of birth and J-1 visitor status.
      iv. Have sufficient command of the English language to enable the student to function well in an English-speaking academic and community environment. The student or sponsor must provide a copy of the test records for the State approved Programmatic Assessment showing proficiency in all four domains (reading, writing, listening, and speaking). In the event that tutoring/ESL help is needed, the organization will make arrangements and ensure that the student accepts financial responsibility for it. (Foreign exchange students will **not** be eligible to receive ESOL services)
      v. Have appropriate medical and accident insurance coverage that meets U.S. Department of State guidelines.

   b. **Procedures for Admission of Foreign Exchange Eligible Students**
      Step 1: The sponsoring organization must apply for and obtain written approval from the district office for admission of the students by July 1st for a full academic year of study or by November 15th for second semester participation. The application shall include:
         1. District application Form
         2. Foreign Exchange Student Organization Agreement Form

3. Proof that the Organization has "Full Listing" status on the most current CSIET Advisory List
4. Proof of J-1 Exchange Visa
5. Proof of birth certificate or passport showing that the student will be at least fifteen (15) years of age but not having attained eighteen and a half (18.5) prior to attending a Hernando County School
6. Proof that the student is proficient in the English language (reading, writing, listening, and speaking) to function in an English-speaking academic environment (test scores)
7. Student's essay in English
8. The student's translated school transcript stating the grades earned in the State of Florida transcript format certified by the student's home school. Include a brief course description which lists the exact title of the subject ("Algebra" – NOT "Mathematics") and describes the focus of the course(s)
9. The student's health record including proof of immunization as required by the district, any medical/physical restrictions and a recent physical exam with proof of required immunizations.
10. An assurance of appropriate medical insurance coverage

Step 2: Following the district office review, the agency representative will be notified no later than July 15th or November 30th respectively. At the time of application, it shall be determined whether the student will be enrolled in Grade 10 or 11. Preferred registration date and elective course choices will accompany the confirmation notice.

Step 3: The host family must make arrangements to enroll the student on the pre-arranged date or prior to the second week of school.

c. **Enrollment, Scheduling and Orientation -** The exchange student, accompanied by a representative of the sponsoring organization and a member of the host family, will meet with the appropriate certified school counselor to enroll the student. An orientation designed to acquaint the student with the school and the rules governing the behavior of all students will be provided by the school staff. The student will be expected to follow school rules and to participate fully in the educational program provided. Since foreign exchange students do not meet all of the graduation requirements of the state of Florida, they are **not** eligible to receive a diploma from a Hernando County school. In the interest of providing a typical American high school program of study, enrollment in the following subjects is recommended:

10th	11th
English II	English III/AICE General Paper
World History	US History
Mathematics	Mathematics
Science	Science
Elective	Elective
Elective	Elective

d. **Suggested Electives** - Fine Arts, World Language, ROTC, Physical Education, Career and Technical Education.

e. **Career and Technical Education** -Students on a J-1 visa will NOT be eligible to participate in any work-study programs.

f. **District/Statewide Assessment -** Foreign Exchange students must participate in all grade level /subject area assessments [Florida Statute § 1008.22 (3)].

g. **Compliance with Policies and Supervision -** Each foreign exchange student is expected to comply with the policies of the Hernando County School District, including the Student Code of Conduct, and with all other legal provisions pertaining to the student. It is the sponsor's responsibility to resolve problems that arise among the student, the host family and/or the school including, if necessary, the changing of the host family or the return of the exchange student to his/her country in the event that any differences cannot be reconciled. The principal or principal's designee will notify Student Services of any suspected neglect of the student on the part of the host family. Student Services will notify the sponsor organization of any non-compliance status.

h. **Financial Support -** School-related expenses are the responsibility of the sponsoring organization or the host family.

i. **Athletic Eligibility -** Students will be governed by the Florida High School Activities Association rules and regulations regarding participation in interscholastic athletic competition. Sponsoring organizations shall not knowingly be a party to seeking out or permitting placements initiated by a host family, a school, a student or his/her parent(s)/guardian(s) or any other interested party based on athletic abilities.

7. Out of State Students - Students who enter a Florida public school in the eleventh or twelfth grade from out of state or from a foreign country shall not be required to spend additional time in a Florida public school in order to meet the high school course requirements if the student has met all requirements of the school district, state, or country from which he or she 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 meet the requirements (Florida Statute §1003.433; Florida Statute § 1003.4282;**http://www.fldoe.org/academics/graduation-requirements/)**

   Third grade students who transfer from any public or private school in the United States or a foreign country after the current year's statewide, standardized English Language Arts assessment administration must show good cause for promotion prior to being promoted to fourth grade (refer to the explanation for good cause exemption from mandatory retention for reading at grade 3) [Florida Statute §1008.25]. If the transfer occurs after the current school year, and there is proof of promotion (report card) from the previous school, the student may be promoted based on this information.

8. Within State Students - The grade or course placement of students transferring from Florida non-public schools or home education programs will be determined by the evaluation of the student's record. Grade placement on the transcript from the sending school must be honored and credits should be interpreted to meet the promotion and graduation of the cohort.

   Third grade students who transfer from any public or private school in the United States or a foreign country after the current year's statewide, standardized English Language Arts assessment administration must show good cause for promotion prior to being promoted to fourth grade (refer to the explanation for good cause exemption from mandatory retention for reading at grade 3) [Florida Statute §1008.25]. If the transfer occurs after the current school year, and there is proof of promotion (report card) from the previous school, the student may be promoted based on this information.

9. Within District Students – The registrar at the receiving school may contact the withdrawing school to release the records for the purpose of facilitating the transfer of students between schools within the district. However, the parent must ensure the return of all materials issued to the student. Materials not returned to the withdrawing school will result in a notice of obligation on the student's record and may prevent the student from participating in extracurricular activities.

   When a Full-Time student withdraws from Hernando eSchool in grades 6-12 to return to a zoned school prior to completing a course, Hernando eSchool will calculate a grade based on all assignments and will send zoned school a form with current grade.

10. Within School Transfer - A parent whose student is assigned an out-of-field teacher may request that his or her child be transferred to an in-field classroom teacher within the school and grade in which the student is currently enrolled. The school district must approve or deny the parent's request and transfer the student to a different classroom teacher within a reasonable period of time, not to exceed 2 weeks, if an in-field teacher for that course or grade level is employed by the school and the transfer does not violate maximum class size pursuant to s. 1003.03 and s. 1, Art. IX of the State Constitution. If a request for transfer is denied, the school must notify the parent and specify the reasons for the denial. This requirement does not provide a parent the right to choose a specific teacher.

11. Military Personnel Dependent Children (Florida Statute § 1003.05) - Students of military families who enter Grade 12 from out-of-state or from a foreign country and provide satisfactory proof of attained scores on an approved alternative assessment that is equivalent to a passing score on the Grade 10 Florida Statewide Assessment (FSA), shall satisfy the assessment requirement for a standard high school diploma. For additional information on the Interstate Compact on Educational Opportunities for Military Children, (http://www.fldoe.org/academics/exceptional-student-edu/military-families) see F.S. 1000.36

E. ATTENDANCE REQUIREMENTS

School attendance is the direct responsibility of the parent(s)/guardian(s) and students. ([Florida Statute §1003.24]; (School Board Policy 5200) Except as provided in Florida Statute §1003.24, and State Board of Education Rule 6A-1.09513, all students are expected to attend school regularly and to be on time for classes in order to benefit from the instructional program and to develop habits of punctuality, self-discipline and responsibility. [Florida Statute §1003.21] and (School Board Policy 5200)

At the secondary levels, teachers shall record absentees and tardies each period of the school day.

When the student is absent, each parent is responsible for notifying the school and for informing the school of the reason for the absence. Each student is also responsible for completing all work assigned in each course in which the student is enrolled. The following practices are intended to promote proper attitudes and encourage student responsibility.

a. **High School:** All Students enrolled in the Hernando County School District are obligated to attend school regularly and punctually. **Based on the number of unexcused absences, students must not have more than 9 unexcused absences per semester (in each period) or more than four (4) for**

schools on a block schedule, in order to maintain privileges and participate in extracurricular events to include but not limited to: parking, homecoming events, grad night, prom, dances, field trips, performances, athletics, and any other activity with attendance requirements. A student must be reported as present for the entire school day (all class periods) in order to participate in extracurricular events, interscholastic competitions, performances, and practices. Exceptions may only be approved by the principal or principal's designee. **Alternative assignments are to be provided for students who are ineligible to attend field trips due to the attendance requirement. Excused absences will not be factored into the participation requirements. When an absence is excused, each student is also obligated to complete all work assigned in each course in which the student is enrolled**.

Attendance reports can be accessed through Skyward.

b. Middle School (grades 6-8) Students enrolled in grades 6-8 in the Hernando County School district are obligated to attend school regularly and punctually. Based on the number of unexcused absences, students must **not have more than 9 unexcused** absences per semester **(in each period),** in order to maintain privileges and participate in extracurricular events to include but not limited to: dance, field trips, performances, athletics, and any other activity with attendance requirements. A student must be reported as present for the entire school day (all class periods) in order to participate in extracurricular events, interscholastic competitions, performances and practices. Exceptions may only be approved by the principal or principal's designee. Alternative assignments are to be provided for students that are ineligible to attend field trips and performances due to the attendance requirement. Excused absences will not be factored into the participation requirements. When **an absence is excused**, each student is also obligated to complete all work assigned in each course in which the student is enrolled.

   Attendance reports can be accessed through Skyward

c. High school students are awarded credit based on instructional hours. One full credit means a minimum of 135 hours of bona fide instruction in a designated course of study or a minimum of 120 hours of bona fide instruction in a block schedule approved by the district school board [Florida Statute §1003.436 (1a)]. Students participating in virtual instruction or the Credit by Acceleration (CAP) may not have to meet the minimum hour requirement.

d. The Florida Legislature requires that schools report to the Department of Highway Safety and Motor Vehicles (DHSMV) the names, birth dates, gender and social security numbers of minors who attain the age of 14 and accumulate 15 unexcused absences within a period of 90 calendar days. The legislation further provides that those students who fail to satisfy attendance requirements will be ineligible to obtain or maintain driving privileges.

Poor academic performance is generally associated with non-attendance and school districts must take an active role in promoting and enforcing attendance as a means of improving student performance. It is the policy of the state that each district school superintendent be responsible for enforcing school attendance of all students subject to the compulsory school age in the school district (Florida Statute §1003.26). The following applies to all students:

1. Tardies - Punctuality is necessary for a student to take full advantage of available educational opportunities. If a student is not in the classroom when the tardy bell rings, he/she will be classified as tardy.

   Secondary Students: Parents/Guardians can excuse up to 5 combined late arrivals to school and/or early dismissals from school per semester for verified medical, dental or other reasons defined for excused absences by the school board.

   Based on the number of combined unexcused late arrivals to school and/or early dismissals from school, a student must have a combined 9 or less unexcused late arrivals to schools and/or early dismissal from schools, in order to maintain privileges and participate in extracurricular events to include but not limited to: parking, homecoming events, grad night, prom, dances, field trips, performances, athletics, and any other activity with attendance requirements.
   Tardy to class is addressed in the Student Code of Conduct.

   Elementary Students: Parents/Guardians can excuse up to 5 combined late arrivals to school and/or early dismissals from school per semester for verified medical, dental or other reasons defined for excused absences by the school board.

   If a student has more than 9 unexcused late arrivals to school and/or early dismissals in a semester, a **parent/guardian conference** will be required to discuss attendance concerns and support the student in improving their on-time attendance. K-5 students will not receive disciplinary action(ISS or OSS) as a result of excessive late arrivals and/or early dismissals.

2. Excused Absences - Parents or guardians can excuse up to five (5) days**(Personal Illness, Death in the Family, Doctor/Dentist Appointment, Religious Holidays, Trips/Vacations, School Sponsored Activities, College Visits, Court Appearance by Subpoena, Pediculosis)** per semester (half a year) by providing **a written and signed note(s) within two (2) days of the student's return to class.** This shall also include prearranged absences. For more than (5) days of excused absences in any one class period, a doctor's note may be required. Extenuating circumstances may be addressed with the administration. The following absences are excused.

   Personal Illness*: A note signed by the parent(s)/guardian(s) must accompany the student on his/her return to school explaining the student's illness. Notes must be received within two days after the student returns. The principal may agree to waive this two-day requirement. For long term illness, a doctor's excuse will be required.
   Death in the Family*: A note signed by the parent(s)/guardian(s) must accompany the student on his/her return to school.
   Doctor/Dentist Appointment: If possible, these appointments should be made after school hours.
   Religious Holidays*: A student shall be excused from attendance in school in grades K-12 for observance of a religious holiday.
   Trips/Vacations*: Trips or vacations with parent(s)/guardian(s) must be pre-arranged and approved by the principal's office, except in cases of emergencies. The principal or principal's designee shall make final determination and have the authority to limit the number of days for such absences **based on student's grades, prior attendance and the dates of the proposed trip/vacation. (Pre-arranged excused absences will not be approved during district and statewide assessments).**
   School Sponsored Activities: School sponsored activities must be pre-arranged and approved by the principal's office.

College Visits*: Trips to visit colleges by juniors and seniors must be pre-approved by the principal's office.
Court Appearance by Subpoena: Absence due to a subpoena to appear in court is excused.
Pediculosis: When a child is discovered to have live lice, the first three days a child is sent home are excused. A child may be excused for lice for no more than nine days in any school year.

*Parent/Guardian notes can be provided for up to 5 days each semester to be an excused absence.

3. Unexcused Absences - Unexcused absences shall mean any absence that is not explained by a written and signed note from the parent(s)/guardian(s) citing one of the criteria for excused absence. If requested by school officials, a physician's note explaining the absence may be required. Absences without a parent(s)/guardian(s) note are unexcused. Absences without a Health Care Provider note (when required by the school) are unexcused. All absences shall be recorded as unexcused until proper documentation is received to change the absence to an excused absence within two(2) days of returning to school. **Please refer to make up work policy on page 43.**

4. Excessive Absences - A student who has a pattern of non-attendance may, upon the request of administration, be required to present a certificate of illness from a licensed physician. It is the responsibility of the student and parent(s)/guardian(s) to be aware of all absences and to be able to verify absences. Lack of notification by the school is not an acceptable excuse for not knowing the number of, and the penalty for, excessive absences. When a school administrator determines that a student's absences are excessive, the student's parent(s)/guardian(s) shall be contacted in an attempt to determine the reasons for the absence. If this does not correct the problem, a mandatory Child Study Team meeting will be held.

   If the Child Study Team (Florida Statute § 1003.26) finds that a pattern of non-attendance is developing (5 unexcused absences within 30 days or 10 days within 90 days), the team along with the parent(s)/guardian(s) will identify potential remedies. If the parent(s)/guardian(s) fails to attend the meeting, or appropriate interventions do not address the problem, the case may be forwarded to the state attorney for parental prosecution. If the absence is determined to be the fault of the student, the case may be forwarded to the Circuit Court for a CINS petition (Child in Need of Supervision). The principal or principal's designee shall also comply with the Driver's License Requirements regarding students with a driver's license.

   Public Assistance Penalty: Truancy may impact on public assistance the family receives through the Learnfare program (414.1251)

   The Department of Children and Families (DCF) may limit temporary cash assistance for an eligible parent's dependent child or for an eligible teenage participant who has accumulated fifteen (15) unexcused absences within ninety (90) calendar days with or without the knowledge or consent of the student's parent or legal guardian. Students not exempt from school attendance requirements and listed as a dropout may be referred to Learnfare.

   Reinstatement of cash assistance shall occur after a student has demonstrated thirty (30) days of attendance compliance or met other reinstatement criteria outlined or described in (F.S. 414.1251.)

5. Students on Homebound Services - If a student is confined to home or hospital, but is able to participate in and benefit from an instructional program, the student may be eligible for a hospital/homebound program. Complete information regarding the criteria for a

hospital/homebound program can be found in State Board of Education Rule 6A-6.03020 and is available in "Exceptional Student Education Policies and Procedures (SP&P)" and State Board of Education Rule 6A-6.03411. Parents/Guardians should contact their child's Certified School Counselor for information.

6. Students with an Active Section 504 Plan (Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104) - If a student with a Section 504 Plan is excessively absent, a 504 Team should be convened to determine if the absences are caused by the disability of record in the active *Section 504 Accommodation Plan*. If the Section 504 Team determines that the absences are caused by the disability, the student's Section 504 Accommodation Plan **must** be re-evaluated as to the appropriateness of the current accommodations. The Section 504 Accommodation Plan must address any additional accommodations needed.

   If the Section 504 Team determines that the absences are not caused by the disability, the student is treated in the same manner as a general education student. Documentation of the Section 504 Team meeting should be provided on the form entitled *Section 504 Accommodation Review/Dismissal meeting.*

7. Exceptional Student Education (ESE) Eligible Students - In the case of an ESE-eligible student with excessive absences, an IEP Team meeting **must** be conducted to determine whether or not the absences are related to the student's disability. Attendance data shall be reviewed and used as one indicator of a student's access to instruction [Florida Statute § 1003.26(1)].

   If the IEP Team determines that the excessive absences **are** related to the student's disability, the IEP Team **must review** the current IEP and revise it to address attendance through an attendance goal. To the maximum extent possible, the student will be educated in the least restrictive environment.

   If the IEP Team determines that the student's excessive absences **are not** related to the student's disability, the student will be treated in the same manner as a general education student.

8. Senior Student – The last day of school for **graduating seniors** will be 10 days prior to the last official day for all students as indicated on the district adopted school calendar.

F. STUDENT WITHDRAWAL

A student who leaves before the close of the school term shall receive grades on the withdrawal form covering the periods in attendance. The parent(s)/guardian(s) of a student who leaves school during the last two weeks of the school year **must** show evidence (parent/guardian employment transfers, relocating, medical) that the withdrawal is necessary, and the student **must** successfully complete examinations, as appropriate, prior to withdrawal. Principals are authorized to make arrangements for the administration of any tests or examinations, as appropriate.

1. Permanent Withdrawal - Students who withdraw from a face-to-face classroom instruction setting shall be given grades based upon the work completed while a member of the class. Partial grades are not issued for virtual instruction courses.

2. Voluntary Withdrawal - Upon receipt of parent(s)/guardian(s) permission, the student will receive a withdrawal form from the registrar office. Students will not be permitted to withdraw unless they are at least 16 years of age. If applicable, a student who withdraws from school must sign a ***Declaration of Intent to Terminate School Enrollment*** (SO-SS-042) indicating that they understand that withdrawing from school is likely to reduce their potential earnings. The principal or principal's designee will have a conference with the student to learn of the reason(s) for the withdrawal, and to complete **a student exit interview.** A conference with the parent(s)/guardian(s) will also be scheduled.

   Parent(s)/guardian(s) of students 18 years old or older will not be notified of their student's decision to withdraw. If the student does become a dropout, accurate records should be maintained. Students should be informed of the possibilities open to them and should also be advised where and how to seek aid in finding employment.

   If a student drops out of school without returning books and other property belonging to the school, parent(s)/guardian(s) should be notified and a request should be made to return all school property.

3. Withdrawals to Home Education Program - To withdraw a student for enrollment in a Home Education Program, custodial parent(s)/guardian(s) must notify the Superintendent or designee, in writing, of the intent to establish a Home Education Program within thirty (30) days of the establishment (F.S. 1002.41). **The notification of intent must be signed by the parent/guardian.** Parent(s)/Guardian(s) are responsible for returning textbooks, uniforms, school equipment, et cetera to the school. If items are not returned within thirty (30) days, a notice of obligation will be issued for the return of, or payment for, items and/or fees. **Student withdrawing to fulltime FLVS or eSchool are not Home Education Students.**

Home education students transferring to Hernando County Schools must be enrolled as a full-time student by October 1st during their final full academic year and pass the required state test(s) to receive a diploma from the district.

Note: Home Education Program students enrolling or re-enrolling in a public school system must meet current graduation and statewide assessment requirements for their cohort. Also see "General Transfer Information". **Home Education students are not issued a diploma in the state of Florida. Students who withdraw to Home Education and earn enough credits to graduate cannot be re-enrolled for the sole purpose of issuing a diploma.**

Home Education correspondence should be mailed to:
Hernando County School District
Supervisor of School Choice
919 North Broad St.
Brooksville, FL 34601

4. Withdrawals to Virtual Instruction Hernando eSchool – The full-time enrollment period for K-12

students runs 90 days from the district start date up until two weeks before the district start date. Students that register with Hernando eSchool after the enrollment period has closed will be coded as Homeschool students taking courses through eSchool.

5. Withdrawals due to Non-Attendance – W-15

Students may be withdrawn due to nonattendance using a W15 code. Each school is responsible for documenting strategies in compliance with Florida Statutes 1003.26 and 1003.27. Schools must document attempts to contact the student and family through a Child Study Team Process, contacting student and family and documenting attempts to improve attendance including sending an attendance officer to the home. Once a school documents the process, they will send to Student Services. Student Services will approve or deny the use of the W15 code for non-attendance.

Before requesting approval for the W15 (WD due to non-attendance) code, F.S. 1003.26 and 1003.27 lists criteria that school districts must follow. The school needs to:

- Provide documentation of parent calls to find out why student is not in school - F.S. 1003.26 requires parents to justify each absence of a student. Schools must contact the home in cases of unexcused absences from school, or for which the reason is unknown.

- Provide documentation sending out attendance officer to the home to make contact with parent to determine non-attendance reason (please provide copies of attendance officer documentation).

- Provide documentation from child study team meeting in regards to truancy. (for 16 year and under) F.S. 1003.26 states - 5 unexcused in a calendar month or 10 unexcused in 90 calendar days is criteria for referring the student to the school's child study team. Students 16 and 17 must have documentation of parent /student contact to address the attendance.

- All Attendance documentation should be kept in an attendance file in the cumulative file folder.

G. COUNSELING and ACADEMIC ADVISEMENT

Counseling services are direct supports provided by trained and certified personnel to assist students with personal/social adjustment issues that present barriers to learning and student safety or well-being. Counseling services are available to all students through the district's multi-tiered system of support and general education intervention procedures. Student services professionals employed by the district typically provide counseling and crisis intervention services. Section 1012.01(2)(b), Florida Statutes (F.S.), identifies school counselors, school social workers, and school psychologists as among the student personnel services staff with responsibility for addressing student personal and social adjustment, which includes counseling and crisis intervention.

Any student who may be deemed as a potential dropout or whose cumulative grade point average falls below a 2.0 shall receive advising on enrollment in career-themed courses, as well as options to participate in career and professional academies. These students must be provided in-person

academic advising that includes information on career education programs by a certified school counselor, the school principal or his or her designee.

Academic advisement services are available for all students. These services include assistance with educational planning, interpretation of test scores, occupational information, career information, study help and any questions that students may want to discuss with a certified school counselor. Students wishing to visit the certified school counselor should follow the procedures established by their respective school.

1. Schedule Changes – In order to maximize instructional time, all schedule changes must adhere to drop and add dates for all brick and mortar classroom courses.
   a. Teacher initiated drop/add period with administrative approval is 20 days from the first day of school year
   b. Student initiated drop/add is the first 9 school days of the school year for course changes only.
   c. Parent request for a schedule change must be made within the first 9 school days of the school year for course changes only.
   d. Dual enrolled students must adhere to Pasco-Hernando State College (PHSC) or the postsecondary institution drop/add and withdrawal timeline. Students who drop or withdraw from a dual enrollment course are subject to:
      - Being placed in a high school campus course, or
      - Possible non-approval for future dual enrollment courses
   e. Any senior taking 12 credit hours or more a semester in DE and/or taking 4 or more AP/IB/AICE courses a semester will be considered a full time student and does not need additional courses if student has met graduation requirements.
   f. 11th/12th Grade Students in AP/IB/AICE Courses:
      a. Students may request dropping a yearlong course within 5 days at the end of the first quarter to take another yearlong course. The principal must approve this drop.
      b. Principals can approve dropping a yearlong course midyear and placing the student in a semester course within 5 days of the start of the 2nd semester.

2. Hardship Waiver Approval for Reduced Schedules - Reduced schedules may only be granted to high school **seniors** who are approved for a hardship by the administrative hardship committee and have earned:
   1. **at least two credits in accelerated coursework (AP, DE, IB, AICE)**
      a. **Student must receive a college credit qualifying score on an AP, IB, or AICE Tests**
   2. **or completed a CTE program of study with an industry certification earned (a student may receive a reduced schedule if they are enrolled in the final year of their program of study and has earned an industry certification), and**
   3. **a minimum 2.0 GPA, and**
   4. **all testing requirements met. (Level 3 on the Grade 9 Algebra 1 EOC and Grade 10 ELA FAST or concordant/comparative scores), and**
   5. **maintained 9 days or less per semester attendance rate during the previous year(in all classes)**

   If a hardship waiver is granted:
   a. Students must have a signed hardship waiver form on file.

b. Students are required to sign in and sign out when entering and exiting campus.
c. Students may not be on campus during class periods designated as "reduced" on their schedule.
d. Students must provide their own transportation in regards to reduced schedules. If transportation becomes unavailable, the reduced schedule will be revoked and replaced with a regular schedule.
e. Reduced class periods may only be at the beginning or end of the school day.
f. Reduced schedule changes must adhere to the same timelines for drop/add. Students meeting the above criteria during the school year will have the opportunity to have their schedule reevaluated. If eligible, the reduced schedule may not impact the CTE course.

Note: Students who qualify for a reduced schedule and meet requirements for dual enrollment are encouraged to participate in the Early Admission Program. Refer to the Dual Enrollment Handbook for the minimum number of credits for Early Admission. These students will continue to have the same privileges afforded to students in their cohort to include honors recognition and participation in extracurricular activities.

II. INSTRUCTIONAL PLAN

The School District of Hernando County Curriculum incorporates the strands, performance standards and benchmarks that delineate student performance standards as defined by the Florida Department of Education Next Generation Sunshine State/B.E.S.T. Standards. (Florida Statute §1001.41; Florida Statute § 1003.41; State Board of Education Rule 6A-1.09401). The curriculum includes benchmarks for:

Elementary	Secondary
English Language Arts	English Language Arts
Mathematics	Mathematics
Science	Science
Social Studies	Social Studies
Physical & Health Education	Physical & Health Education
Visual & Performing Arts	Visual & Performing Arts
World Languages	World Languages
Career and Technical Education	Career and Technical Education

Note: See Appendix A for progression charts

Instruction will be provided in a setting that emphasizes integration and reinforcement of reading, writing, speaking, listening and mathematics skills across all subjects. In addition, course descriptions or frameworks are provided for each course. These course descriptions meet the requirements of State Board of Education Rules 6A-1.09412 and 6A-1.09441. District-adopted textbooks and/or instructional materials are provided for all schools. School credit is not awarded for any course not supported by a curriculum description/framework provided by the School District. [Florida Statute § 1006.28(1)(a)}.

The schools offer a wide range of courses in all disciplines. Courses are provided to meet the needs of all students [Florida Statute § 1003.42 (1)]. Courses may be year- long or a semester in length. With the exception of certain dual enrollment courses, one- half (½) credit is awarded for passing a semester in each course. Additionally, schools may offer curriculum that are integrated or stand alone. No credit is awarded solely on the basis of participation in extracurricular activities.

A. SPECIAL PROGRAMS

All students in the Hernando County School District are eligible for consideration and participation in all special programs. Any student who requests and is granted special attendance to a school for a special program shall be responsible for his/her own transportation and must maintain satisfactory academic performance, attendance and behavior. A student who is not progressing or does not meet the guidelines for the program or withdraws from the program will be required to return to his/her zoned school.

Note: Students who are required to return to his/her zoned school for any reason must refer to the Athletic Handbook for rules governing future participation.

1. CAPE Digital Tools Certificates (CAPE) – Elementary and middle schools may offer curriculum that result in attainment of CAPE Digital Tool Certificates. The curriculum targets skills to include digital skills that are necessary to the student's academic work and skills the student may need in future employment (Florida Statute § 1003.4203). The skills include but are not limited to word processing; spreadsheets; presentations, including sound, motion, and color presentations; digital arts; cybersecurity; and coding. The certificates must be consistent with CAPE industry certifications on the CAPE Industry Certification Funding List.

2. Career and Technical Education (CTE) – Middle and high school students may enroll in courses that are part of an overall program of study designed to prepare students to be successful in the workforce and equip them to make informed decisions about future college and career pathways. CTE offers students opportunities to earn highly valued industry certifications and to develop a multitude of skills while experiencing rigorous curriculum with real world applications. CTE students who complete a Program of Study are eligible for many scholarships, including the Gold Seal Bright Futures Scholarship.

3. Junior Reserve Officers' Training Corp (JROTC) - The Junior Reserve Officer Training Corps (JROTC) is a cooperative between the school district and the military. The program prepares high school students for leadership roles while making them aware of their rights, responsibilities, and privileges as American citizens. This program is conducted at accredited secondary schools throughout the nation, by instructors who are retired Navy, Army, Air Force, Marine Corps, and Coast Guard officers and enlisted personnel. Classroom instruction is augmented throughout the year by community service activities, drill competition, field trips, marksmanship training, and other extra-curricular activities. Cadets are required to participate in civic service, wear a uniform and dress up at least twice a month.

B. SERVICES

1. English for Speakers of Other Languages (ESOL) (State Board of Education Rules 6A-6.0902, 6A-6.0903; 6A- 6.0904; 6A-6.0908) - Students who are identified as ELLs **must be** provided **equal access** to the general curriculum. The general education standards and benchmarks should be the basis of their curriculum. ELLs are placed in courses based on need and eligibility, regardless of their English language proficiency. The individual student's English Language Learner Plan documents the student's English Language proficiency level. Instructional strategies are required to ensure the student an equal opportunity to master the general education curriculum. See Hernando County School District's Plan for Services to English Language Learner (ELLs) for a full explanation of services and models.

   With appropriate instructional support, strategies, accommodations and adaptations, grades for

ELL students should be reflective of the students' academic progress. ELLs should not receive failing grades strictly due to limited English-language proficiency. With instructional support, ELL students should be experiencing some measurable success in grade level content. To determine ELLs English-language proficiency, teachers should reference the students WIDA placement and the WIDA Can-Do Indicators.

ESOL Instruction provided to English Language Learners in the elementary grades who are classified as non-English speakers may be grade by S, N, or U during their first year of receiving ESOL services as determined by the ELL Committee. The percentages for S, N, or U as 70-100 = S, 60-69 = N, 0-59 = U.

2. Students with an Active Section 504 Accommodation Plan (Section 504 of the Rehabilitation Act of 1973, 34 C.F.R. Part 104) - Any alteration to the delivery of instruction or student assignments for a student with an active Section 504 Accommodation Plan is the decision of the Section 504 Team, if it is addressed in the Section 504 Accommodation Plan. Parent(s)/guardian(s) of a student with an active Section 504 Accommodation Plan must be notified of any proposed changes to the Section 504 Accommodation Plan, and must be given the opportunity to provide input on decisions made by the 504 Team. Thus, the individual student's Section 504 Accommodation Plan documents the accommodations and/or modifications that are required to ensure that the student has an equal opportunity to access the general education curriculum.

3. Exceptional Student Education (ESE) - Pursuant to School Board Policy 2460, IEPs for students with disabilities, who are enrolled in an Exceptional Student Education (ESE) program, must specify the specifically designed instruction and related services that are necessary to meet each student's unique needs. See State Board of Education Rule 6A-1.09961 & 6A-6.03028, F.A.C and the ESE Standard Policy & Procedures (SP&P). All students **must** be given access to the general curriculum as defined in relation to their unique needs and abilities and as delineated on each student's IEP. For the majority of these students, the general education standards and benchmarks should be the basis of their curriculum. For some students, modified standards and/or Access Points in one or more content areas may be more appropriate (see State Board of Education Rule 6A-1.09414 for course descriptions).

   In all cases, the IEP Team, which includes the parents, makes special program placements and the educational decisions. The IEP Team develops a statement of measurable annual goals, including benchmarks or short-term objectives related to meeting the student's needs that result from the student's disability. The IEP should enable the student to be involved in and progress in the general curriculum, or for preschool children, as appropriate, to participate in appropriate activities, as well as meeting each of the student's other educational needs that result from the student's disability (State Board of Education Rule 6A-6.03028).

   In particular, the IEP Team should draft benchmarks or short-term objectives for students with disabilities who take alternate assessments aligned to Florida Standards connectors, or any other student with a disability, at the discretion of the IEP Team (State Board of Education Rule 6A-6.03028). The IEP may specify whether *accommodations/**modifications are necessary in the areas of curriculum, instruction, and assessment provided that the accommodations or modifications do not include modifications to the curriculum descriptions/frameworks or student performance standards. The IEP must be implemented as developed by the IEP Team. The IEP contains an explanation of the extent, if any, to which the student will participate with non-

disabled students in the general education class (SP&P 95-103).

A student with a disability may only be removed from the general education environment if the nature and/or severity of the disability is such that education in general education classes with the use of supplementary aids and services cannot be achieved satisfactorily. (SP& P 108-168).

The IEP for each student with a disability must include during the student's seventh (7^{th})- grade year or during the school year of the student's twelfth (12^{th}) birthday, whichever comes first, a statement of which course of study the student is pursuing (State Board of Education Rule 6A-6. 03028). The student should be invited to the meeting. Beginning by the student's fourteenth (14^{th}) birthday (or younger, if determined appropriate by the IEP team), or to be operational on the first day of high school the IEP must include a statement of needed transition services for the student including, if appropriate, a statement of the interagency responsibilities or any needed linkages. The School District must invite the student to that meeting, as well as any other agency representative necessary or helpful to assist in the student's post-secondary transition. Consent from a parent or the student that has reached the age of majority is required in order to invite an agency representative to attend (State Board of Education Rule 6A-6.03028).

Programs for students with disabilities are defined by the diploma options identified in each student's Individualized Education Plan (IEP).

**Accommodations are changes that can be made to the way students learn and how they are tested. They describe changes in format, response, setting, timing or scheduling that do not alter the curriculum or test in any significant way. Accommodations include changes made to the environment and /or teacher behavior, which supports a student's learning, such as teaching methods and materials, classroom assignments and tests, learning environment, strategies, time demands, and schedules.*

*** Modifications to the curriculum are generally used in coordination with an assessment that is compatible with the modified expectations. Grading systems that should be used for students using curriculum modifications should reflect the student's expected level of performance based on modified Access Points/Florida Standards and the functional level on which the student is working on. For students who participate in a modified curriculum, the IEP team should determine that it is most appropriate to use grading procedures that reflect the student's expected level of performance in relation to progress toward pre-established learning criteria, which would be the Access Points/Florida Standards . In this case, it is essential that all members of the IEP team, including the student and parent(s), have a clear understanding of how the student will be graded.*

4. Gifted Education (State Board of Education Rule 6A-6.030191) - Students identified as gifted under State Board of Education Rule 6A-6.030191 and the Hernando County School District Exceptional Student Education Policies and Procedures (SP&P) have an Education Plan (EP) that outlines goals, strengths and weaknesses, and that provides direction for the instructional program. The instructional program includes advanced-level content, acceleration and enrichment that address the student's special abilities and interests.

   Curriculum options include an effective and differentiated curriculum designed to enhance the abilities of the gifted students to ensure that each individual student progresses in the curriculum to the maximum extent possible. The curriculum includes, but is not limited to, opportunities for

problem solving, critical thinking, problem-based learning, and application of knowledge and skills. Curriculum for each student is driven by the student's EP focusing on the performance levels of the student and needs for developing further skills and abilities, recognizing opportunities to extend the present program through appropriate scaffolding for gifted students. The curriculum for the gifted student includes access to the general curriculum (Florida Standards) with emphasis on what the EP team determines will offer opportunities for growth for the gifted learner based on the student's strengths and present level of performance.

5. Home Education - A home education program is sequentially progressive instruction of a student directed by his/her parent(s) or guardian(s). The parent shall notify the Superintendent or designee of their intent to establish and maintain a home education program. The parent(s)/guardian(s) of each registered home education student shall maintain a portfolio of records and materials. The portfolio shall consist of the following:
    a. A log of educational activities that is made contemporaneously with the instruction and that designates by title any reading materials used.
    b. Samples of any writings, worksheets, workbooks, or creative materials used or developed by the student.

    Registered home education students may also take a partial or full schedule with Hernando eSchool, and may participate in interscholastic extracurricular student activities in accordance with the provisions of Florida Statute §. 1006.15. The district may permit the enrollment of a registered home education student in a specified course at his/her zoned school provided the school adheres to class size. The Supervisor of Choice must authorize the enrollment.

Note: The parent(s)/guardian(s) of a home education student is responsible for submitting an annual evaluation in accordance with *Florida Statute* § *1002.41*. The school district of Hernando County does not send reminder notices prior to the due date.

C. ACCELERATION MECHANISMS (Florida Statute § 1003.429)

At the beginning of each school year, students and parents/guardians are notified during orientation of the opportunities and benefits of mechanisms that result in acceleration through high school and/or college [Florida Statute §1003.02(1); Florida Statute § 1003.429; Florida Statute § 1008.25]:

- **Whole grade and during the year promotion,**
- **subject matter acceleration,**
- **virtual instruction,**
- **Advanced Placement (AP), International Baccalaureate (IB), Credit Acceleration (CAP), Dual Enrollment (DE), Advanced International Certificate of Education (AICE),**
- **College Level Examination Program (CLEP) - credit by Exam**
- **Early College Admission**
- **Career and Professional Education and Career Dual Enrollment**

In accordance with the **Academically Challenging Curriculum to Enhance Learning (ACCEL)** (Florida Statute § 1002.3105), students wishing to participate in any of the accelerated mechanism options will need to meet with their Certified School Counselor to review eligibility requirements. Participation in ACCEL options that result in whole-grade promotion, during the year promotion, subject-matter acceleration, and virtual instruction in higher grade level subjects will require a **District Performance Contract (SO-SS-181)**. The performance contracts will require compliance with minimum course grade, attendance, conduct, and any other requirements which may include participation in extracurricular activities, educational outings, field trips, interscholastic competitions, and other activities related to

the ACCEL option selected.

Monitoring Expectations

Failure to maintain the minimum course grade or GPA may result in a schedule change. In determining academic progress, all student work will be reviewed by the school's administrative team overseeing the subject area/grade level. Final determination is within the principal or designee authority and notification will be made to the student's parent/guardian. Course grades earned and posted to the report card will remain part of the student's academic record.

Note: A student's application for participating in the District's Controlled Choice Plan may be rescinded if he/she changes the course/program of study (i.e., CTE, IB, etc) that was the basis for admission to the requested school. Refer to the Control Choice Plan

1. Elementary School Level
   Factors to be considered for the acceleration of elementary students:
   a. A record of outstanding (90-100%) academic progress is evident on the student's cumulative record.
   b. The student has a minimum number of absences.
   c. Current school year indicate outstanding (90-100%) performance on assignments based on Florida Standards in language arts, science, mathematics~~,~~, and social studies.
   d. Standardized and district approved screening and assessment scores reveal achievement above grade level.
   e. Samples of the student's work indicate superior performance above grade level.
   f. MTSS Team minutes indicate that other options of advancement have not met the student's needs (i.e. Quest, differentiated instruction, specific subject area advancement, virtual instruction options).
   g. Observations, social and behavioral assessment, and written reports produced by the classroom teacher, school counselor, school psychologist, school administrator(s) and other qualified special service personnel indicate that acceleration would greatly benefit the student academically, socially, and emotionally.
      * Two or more years above grade level for students in grades K-5.

2. Middle School Level
   Factors to be considered when enrolling in high school courses at the middle school level include:
   a. The impact on the student's GPA and subsequent graduating class ranking
   b. State University and College admission requirements
   c. The grades earned will remain a part of the student's middle and high school academic record
   d. Maturity levels among other students in the high school courses
   e. Course content and course performance expectations

Acceleration Options

1. Honors Courses – courses that provide students access to accelerated curriculum. Students who have demonstrated high achievement, interest, and/or potential in one or more academic areas may be ready to take advanced classes.
   Placement will be based on:
   a. The student's cumulative grade records indicating outstanding (90-100%) academic

progress in language arts, science and mathematics based on Florida Standards

b. Standardized and district approved screening and assessment scores revealing achievement above grade level
c. Samples of the student's work indicating superior performance at or above grade level
d. Teacher recommendation
e. The student having a minimum number of absences during the previous year

2. Advanced International Certificate of Education (AICE) - The AICE program is administered by the University of Cambridge Local Examinations Syndicate and is available to eligible secondary students. The State Board of Education and the Board of Governors shall specify in the statewide articulation agreement cutoff scores and AICE examinations that will be used to grant postsecondary credit at community colleges and universities. Students will be awarded a maximum of 30 semester credit hours. Students shall be exempt from payment of any fees for administration of the examination regardless of whether or not the student achieves a passing score on the examination [Florida Statute § 1007.27 (8)]. **(See the (FCCD) for additional information)**. Since the assessment dates are set by the University of Cambridge Local Examinations Syndicate, students who fail to report for the exam will receive a notice of obligation for the cost of the exam(s). For additional information contact the AICE coordinator at the school. Students who attend the AICE school through the School Choice process must enroll at their zoned high school if they are exited from the AICE program. Students who exit the AICE program must meet all state of Florida graduation requirements in order to earn a Standard Diploma.

3. Advanced Placement (AP) - the enrollment of an eligible secondary student in a course offered by the Advanced Placement Program administered by the College Board. The postsecondary institution **may** award college credit to students who score a minimum of 3 on a 5- point scale on the corresponding AP exam (F.S. 1007.27). Students shall be exempt from any fees for administration of the examination regardless of whether or not the student achieves a passing score on the examination [Florida Statute § 1007.27 (6)]. **Refer to the Florida Course Code Directory (FCCD) for additional information.** Since the assessment dates are set by the College Board, students who fail to report for the exam will receive a notice of obligation for the cost of the exam(s). In addition, the student may be restricted from further enrollment in Advanced Placement classes. Furthermore, students who enroll in semester long AP classes such as AP U.S. Government, AP Comparative Government, AP Microeconomics, or AP Macroeconomics must complete the entire course and sequence of classes as prescribed by school (ie- AP Microeconomics in the 1st semester and AP Macroeconomics in the 2nd semester). Students who request withdrawal from an AP class, either yearlong or semester, before the November exam order deadline, but must remain the class for the remainder of the 1st semester, will sign a waiver that releases the school from ordering an AP exam for that student. Students who are withdrawn from an AP class, either semester or year long, upon student request after the November AP exam order deadline, but before the March AP exam confirmation deadline, will incur a $40 per exam cancellation fee. Students who are withdrawn from an AP class upon student request after the March AP exam confirmation deadline or fails to sit for the exam(s), will incur a $98 fee per exam. Withdrawn students may opt to challenge the corresponding exam(s) for the course from which they were withdrawn by paying the AP examination fee by the March exam order deadline. These students should contact the AP coordinator of their zoned high school to make arrangements for exam order, payment, and test administration.

Note: Students who complete the course successfully but do not take the AP Exam will receive honors-level credit.

A Home Education student wishing to sit for an AP exam at his/her zoned school must pay for the cost of purchasing the exam in advance at the school. The exam will not be ordered unless payment is received by the school's deadline to order the exam. Please contact the zoned school for information on the cost and deadline.

4. Career and Professional Education (CAPE) - is an initiative to prepare students for post-secondary education and the workplace. High schools in the district offer a variety of Career and Technical Academies and programs that prepare students for employment in specific occupations, many of which are high skill, high wage occupations. These job-preparatory courses do not stand alone but are part of a 3-4 year planned program of study leading to occupational proficiency and program completion. Once a student begins a program of study, he/she may not divert from that program unless they receive administrative approval **(See Appendix B).** To learn more about the different programs speak with your Certified School counselor or visit the district's website to learn more about the Programs of Study for each of the academies and frameworks. In addition, students have the opportunity to earn one or more of the following:
    a. Industry -recognized credential or certificate, measured by an industry assessment
    b. Dual or concurrent credit, putting students on a fast track to an industry-recognized certification or licensure and postsecondary certificate or degree
    c. Course substitution credit for some mathematics and/or science courses
    d. Florida Bright Futures Vocational Gold Seal Vocational Scholar and Gold Seal CAPE Scholar Scholarship

    A list of the Gold Standards Industry Certification aligned to Associate in Applied Science (AAS)/Associate in Science (AS) degrees can be viewed on the district's website.

    The administration of the written exams must be in accordance with the test administration procedures specified by the certifying agency, district procedures, and State Rule 6A-6.0573 which states the following:
        i. The exams are third-party developed,
        ii. Scored by the certifying agency,
        iii. Given in a proctored testing environment (not by the individual providing the direct instruction),
        iv. Administered to each student no more than three times during the academic year,
        v. A minimum of twenty-one (21) calendar days between test administrations.
        vi. A student who successfully passes the industry exam is not eligible to retake the exam.

5. Career Dual Enrollment is a specific form of dual enrollment in which students enroll in postsecondary courses that lead to an industry certification as identified in s. 1008.44, F.S.2 Career dual enrollment is available (by clock-hours) to students in Hernando Schools, home education, and private high schools that are in compliance with s. 1002.42(2), F.S. and provide a secondary curriculum pursuant to s. 1003.4282, F.S.3

Refer to the Dual Enrollment Articulation Agreement, certified school counselors, College & Careers and / or district websites for additional information

Career Dual Enrollment courses may be available through traditional high school CTE programs or through partnerships with Pasco-Hernando State College and Wilton Simpson Technical College.

6. Credit Acceleration (CAP) – allows a secondary student to earn high school credit if the student earns a specified score on the corresponding standardized EOC assessment (Algebra 1, Geometry, Biology, and US History), AP and College Level Examination Program (CLEP) exams whether the student is enrolled in the course or has not completed the course or failed the course in the year the student passed the EOC. A student who has failed the course, but earned credit as a result of scoring Level 3 or above on the EOC, will still need to participate in the Grade Forgiveness program to forgive the failed grade and repair his/her GPA. Students cannot use concordant scores from ACT/SAT/PERT to earn high school credit under this policy. The Certified School Counselor must document advisement of the risk and consequences related to meeting graduation requirements (F.S. 1003.4295). ***The student must notify the Certified School Counselor by the end of the first semester to participate in CAP and pay the AP or CLEP examination fee. NCAA does not recognize course credit by exam. Therefore, the student will need to enroll and complete the course to meet eligibility.***
   Note: Credit earned for Advanced International Certificate of Education, Advanced Placement, Dual Enrollment and International Baccalaureate courses via **CLEP, P/F and S/U courses are not included in the calculation of the student's GPA.** These earned credits do not receive weighted value (quality points).

7. Dual Enrollment (DE) – an acceleration program that allows high school students to simultaneously earn credit toward high school completion and an associate or baccalaureate degree or career certificate at a Florida public institution [Florida Statute § 1007.271 (1)]. Students in grades 6-12 who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses during school hours, and after school hours [Florida Statute §1007.271(2)]. The district uses the Florida Department of Education Dual Enrollment Course – High School Subject Area Equivalency List to award high school credit. Any course not listed will be awarded 0.5 high school elective credits.

   Note: Middle grades students who elect to participate in college/university summer programs with which the district does not have an articulation agreement will NOT receive high school credit.

8. Early Career / Early Admission to College [Florida Statute § 1007.271(5)] – a form of dual enrollment and a public educational choice option. High school students may enroll at PHSC full time upon submission of a completed Application for Admission. Credit earned applies toward high school graduation and college credit. Students who apply for early admission to college **must meet with their high school counselor to ensure that the course selections articulate into high school courses required for graduation.** The following table contains a list of differences between the traditional dual enrollment and the Early College Admission programs. [Florida Statute § 1007.27 (5); Florida Statute§ 1002.20 (6)(a)]
9.

Dual Enrollment (DE)	Early College Admission
Eligible secondary students with college ready scores in all subsections (provision for up to 12 credits for non-ready math scores)	Eligible 11th and 12th grade students with college ready scores in all subsections
Course access based on availability	Guaranteed priority courses access
Registration on designated dates	Early registration
Credit load of 0-16 credits per term	Must be full time: Credit load of 12-16 credits per term
Attend classes on high school and/or approved post-secondary campus	Full schedule through post-secondary institution
Withdrawal with restrictions on the dropped course	Withdrawal with restrictions—impacts program eligibility
Restrictions on the failed courses	Restrictions on the failed courses—impacts program eligibility
Eligible to participate in social events, honors and graduation ceremonies with their high school cohort	Eligible to participate in social events, honors and graduation ceremonies with their high school cohort

Students may select colleges or universities other than those that have inter-institutional agreements with the Hernando County School District. However, the parent(s)/guardian(s) and/or student will be responsible for payment of tuition/fees. All other statutory rights and privileges will be afforded these students as those under dual enrollment agreements [Florida Statute § 1007.27(5)].

Registered home education students may participate in early admission. Students should contact the postsecondary institution for specifics. Home education students incur no tuition costs, but are responsible for textbook costs [Florida Statute § 1007.271 (14)].

10. International Baccalaureate (IB) - The IB program is administered by the IB office and is available to eligible secondary students. The State Board of Education and the Board of Governors shall specify in the statewide articulation agreement cutoff scores and IB examinations that will be used to grant postsecondary credit at community colleges and universities. Students will be awarded a maximum of 30 semester credit hours. Students shall be exempt from payment of any fees for administration of the examination regardless of whether or not the student achieves a passing score on the examination [Florida Statute § 1007.27 (8)]. **(See the (FCCD) for additional information).** Since the assessment dates are set by the International Baccalaureate organization, students who fail to report for the exam will receive a notice of obligation for the cost of the exam(s). For additional information contact the IB coordinator at the school**.**

    Students who attend the IB/AICE schools through the School Choice process will enroll at their zoned high school the following semester if they are exited from the IB/AICE programs. Students who exit the IB/AICE programs must meet all state of Florida graduation requirements in order to earn a Standard Diploma or any other diploma options offered at the zoned schools.

11. Virtual Instruction Programs (VIP) - Provides instruction in an interactive environment created by using technology where the student and a highly-qualified teacher in the subject area are separated by space or time or both (Florida Statute § 1002.45). Students enrolled in an online course as part of the regular school day schedule are provided access to an appropriate and supervised classroom or lab at their zoned school or lab with computer and internet access so that they may complete the online course on campus during the specified scheduled class period. Students may also work from home after or before school hours just as they do when completing homework.

The Hernando County School District provides K-12 virtual instruction through its Hernando *e*School Program as authorized by Florida Statute § 1002.45. Secondary students that meet the Hernando *e*School enrollment criteria to enroll in virtual courses may enroll with Hernando *e*School.

Hernando *e*School will enroll students through age 19. The student's age on the date of the course enrollment may not be older than 19 (we cannot enroll students once they turn 20). For the purposes of this policy, "date of course enrollment" refers to the date on which a complete registration or course request for the course segment is made. Students must complete all coursework, including final exam, before their 21st birthday.

A student who has been identified under Rule: 6A-6.03011 – Exceptional Student Education Eligibility for Students with Intellectual Disabilities through Rule: 6A-6.0361 – Contractual agreements with Nonpublic Schools and Residential Facilities, has an Individual Education Plan (IEP) in place and has not earned a standard diploma will remain eligible for educational services through the end of the semester in which they become 22 years old.

Note: Since Hernando *e*School is a franchise of FLVS, when registering for an online course, students will be scheduled through Hernando *e*School as priority.

a. Virtual Course Participation Criteria and Guidelines

A student will not be denied access to virtual instruction unless it is not educationally sound based on the student's academic history and goals. The principals or designee are responsible for making proper placement and may deny a request when not appropriate.

To ensure a safe learning environment and adherence to room occupancy limits, when assigning students to a learning lab, a student's grade level classification will be the first criteria considered. Students in grade 8 or 12 who are course or credit deficient will be given priority placement. Next will be students having a plan of study that includes acceleration.

Continued participation in online courses with Hernando *e*School and FLVS can only be approved for students that meet the following criteria:

i. Consideration for an online course should include the student's success level in a text-rich environment.
ii. Student must comply with log-in requirements, completion of lessons, assignments and test on a regular basis or as outlined in the course syllabus.
iii. Students must have no more than two (2) previous attempts with online courses that were not completed successfully.
iv. Exceptional Education students with an Individual Education Plan (IEP) will need to have a staffing conducted at their zoned schools prior to enrollment in virtual courses to ensure IEP compliance. If a student has a 504 plan, the 504 plan must be in date compliance prior to enrolling in eSchool classes.

Note: School administrators may request an independent review due to extenuating circumstances.

b. Virtual Course Participation Expectations

i. A fifth or eighth grade student choosing to use virtual instruction as an acceleration mechanism during the school year or summer, must complete all virtual coursework with passing grades before the start of the school year in order to be placed in the next core sequential course. ACCEL contract must be used.
ii. Students enrolled in an online course as part of their regular school schedule will be dropped from the course if they are not making progress. **Progress is defined as having**

completed and passed at least 20% of the course work within 14 days and consistently submitting 3-5 assignments per week. (Students are expected to make approximately 6% progress per week per course.) Staff assigned to supervise virtual learning labs are encouraged to monitor student progress and report concerns to the counselor and or administrator.

iii. Students enrolled in an online course in addition to their regular school schedule may need to consider class load in order not to jeopardize course grade. Upon completion of an online course, students may be enrolled in an additional course.

iv. Registered home education students that meet Hernando *e*School's course enrollment criteria may take a partial or full schedule with Hernando *e*School in accordance with Florida Statute § 1002.37 and 1002.41. The Home Education Office must provide verification of active status and compliance for all registered home education students who enroll in online courses as outlined in the District's Florida Virtual (FLVS) agreement.

v. All students enrolled in a course with an End of Course (EOC) requirement must participate in the administration for a final grade to be issued. The law prohibits any individual from knowingly and willfully taking an online course or examination on behalf of another person for compensation. Any individual that violates this provision commits a misdemeanor of the second degree. Students will sit for the statewide assessment that closest aligns with the near completion (at or about 80% complete) of their course.

D. ACADEMIC SUPPORT

Each student's progression from one grade to another is determined, in part, by satisfactory performance in English Language Arts, Science, Social Studies, and Mathematics. All students in grades K-5 and students in intensive math and reading courses in grades 6-8 will be administered the iReady Diagnostic Assessment two to three times per year in Mathematics and ELA. This progress monitoring data will be used to determine the student's instructional level. A student who does not meet district performance standards, or who scores below achievement Level 3 on the English Language Arts (ELA) FAST and/or, the math FAST must receive remediation and have a progress monitoring plan. The plan may be either a federally required student plan such as IEP, a school wide system of progress monitoring for all students or an individualized progress monitoring plan. The specific diagnosed academic needs to be remediated must be identified and strategies must be put in place to meet the student's needs. Monitoring and re-evaluation activities must be employed and will be overseen by the MTSS Team. The team is comprised of the principal, school counselor, teacher and other school and district officials. (Florida Statute § 1008.25).

When an ESE student is determined to be performing below grade level in language arts, mathematics, and/or science, the IEP Team may be convened to review the IEP. The student's IEP must address all of the student's educational needs including the students below grade level performance. The IEP Team may consider a Progress Monitoring Plan to address the student's educational need in language arts, mathematics, and/or science.

At the elementary level, the academic support plan must emphasize reading proficiency in kindergarten through grade 3 and provide targeted instructional support for students with identified deficiencies in

Language Arts, mathematics, science, and social studies. The results of evaluations used to monitor a student's progress in grades K-12 must be provided to the student's teacher in a timely manner and as otherwise required by law. In addition, evaluation results must be provided to the student's parent in a timely manner. When available, instructional personnel must be provided with information on student achievement of standards and benchmarks in order to improve instruction. In accordance with Florida Statute § 1008.25(3)(a)(b), remedial and supplemental (academic) instructional resources must be allocated to students in the following priority:

- students who are deficient in reading in kindergarten through 3rd grade;
- students who are deficient in math in kindergarten through 4th grade; and
- students who fail to meet performance levels required for promotion.

F.A.S.T. Star Early Literacy will be used to identify kindergarten students who do not meet readiness expectations. Specific strategies will be identified to address the developmental needs of each student with indicated weaknesses.

1. K-5 Reading Remediation - Any elementary student who exhibits a substantial deficiency in reading based upon locally determined or statewide assessments or through teacher observations, must be given intensive reading instruction, immediately following the identification of the reading deficiency. F.S. 1008.25(5)(a)

   Students who exhibit a substantial deficiency in reading must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate intervention and instruction. Schools must progress monitor students with a reading deficiency a minimum of three (3) times per year. This includes a baseline, midyear, and an end of the year assessment.

   Any elementary student 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 that are grounded in the Science of Reading, immediately following the identification of a reading deficiency or the characteristics of dyslexia to address his or her specific deficiency or dyslexia. A school may not wait for a student to receive a failing grade at the end of the period or wait until a plan is developed to identify the student as having a substantial reading deficiency and initiate intensive reading interventions. Immediate intensive intervention (iii) must be provided three (3) times per week for all students who have been identified with a reading deficiency. This intervention must be in addition to or as an extension of the ninety (90) minute reading block in a smaller group size setting or one-on-one. Pursuant to Florida Board of Education Rule 6A-6.054(1)(b), the student must continue to be provided with intensive reading instruction until the reading deficiency is remedied.

2. K-3 Reading Deficiency and Parental Notification - Pursuant to Florida Statutes §§ 1002.20(11) and 1008.25(5)(c)1, the parent(s) of any Grade K-3 student who exhibits a deficiency in reading, must be **immediately notified in writing,** shall be consulted in the development of a plan, as described in s. 1008.25(4)(b), and shall be informed that the student will be given intensive reading instruction until the deficiency is corrected. **Principals will make such notification immediately following the administration of diagnostic assessments and/or quarterly reports indicating below level performance.** In addition to informing the parents that their child has been identified as having a

substantial deficiency in reading (per Florida Statute § 1008.25(5)(c)), the following information must be provided:

a. a description, understandable to the parent(s), of the exact nature of the difficulty in learning and lack of achievement in reading [Florida Statute § 1002.20(11)];
b. a description of the proposed supplemental instructional services and supports that will be provided to the student that are designed to remediate the identified area of reading deficiency (Florida Statute § 1008.25(5)(c)3);
c. a description of the current services that are provided to the student (Florida Statute § 1008.25(5)(c)2);
d. the District's specific criteria and policies for midyear promotion, which means promotion at any time during the year of retention once the student has demonstrated ability to read on grade level [Florida Statute § 1008.25(5)(c)8];
e. strategies for parent(s) to use in helping their child succeed in reading proficiency [Florida Statute §1008.25(5)(c)5];
f. the District's specific criteria and policies for a portfolio and the evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts;
g. that if the child's reading deficiency if not remediated by the end of Grade 3, the child must be retained unless he or she is exempt from mandatory retention for good cause;
h. that the statewide, standardized English Language Arts assessment is not the sole determiner of promotion and that additional evaluation, 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 reading for promotion; and
i. the district's specific criteria and policies for a portfolio and evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts. A parent of a 3rd Grade student who is identified anytime during the year as being at risk of retention may request that the school immediately begin collecting evidence for a portfolio.
[Florida Statute §1008.25(5)(c)7]

3. Intensive Instruction Services for Retained Grade 3 Students

Grade 3 students retained for reading must be provided with intensive instructional services and supports that include intensive interventions in the areas of reading deficiency. The specific areas of reading must be identified using a valid and reliable diagnostic assessment. This intensive intervention must include effective instructional strategies that are grounded in the Science of Reading, a minimum of 90 minutes of daily uninterrupted reading instruction, an additional 30 minutes of daily intensive immediate intervention, the opportunity to participate in the District's *3rd Grade Summer Reading Camp*, and appropriate teaching methodologies necessary to assist those students in becoming successful readers, able to read at or above grade level, and be ready for promotion to the next grade. [Florida Statute § 1008.25(7)(a)(b)1)]

Retained third grade students, including students participating in the school district's summer reading camp will be provided with a highly effective teacher as determined by the teacher's performance evaluation (F.S. 1012.34), and beginning July 1, 2021, the teacher must also be certified or endorsed in reading (F.S. 1008.25(7)(b)(3)).

Other strategies prescribed by the District may include but not be limited to the following:

- small group instruction;
- integration of science and social studies content within the 90-minute block;
- reduced teacher-student ratios;
- more frequent progress monitoring;
- tutoring or mentoring;
- extended school day, week, or year.

F.S.1008.25(7)(b)(4)(a-e) requires each school to establish, when applicable, an intensive reading acceleration course (IAC) for any student retained in third grade who was previously retained in kindergarten, grade 1, or grade 2. The intensive reading acceleration course must provide the following:

1. Uninterrupted reading instruction grounded in the science of reading for the majority of student contact time each day and opportunities to master the grade 4 state academic standards in other core subject areas through content-rich texts.

2. Explicit and systematic instruction with more detailed explanations, more extensive opportunities for guided practice and more opportunities for error correction and feedback.

3. Targeted small group instruction.

4. Reduced teacher-student ratios.

5. The use of explicit, systematic and multisensory reading interventions grounded in the science of reading, including intensive language, phonics and vocabulary instruction, and use of a speech-language therapist, if necessary, that have proven results in accelerating student reading achievement within the same school year.

6. A read-at-home plan.

Grade 3 students retained for reading must have a highly effective teacher as determined by the teacher's performance evaluation. [Florida Statute § 1012.34] **Beginning July 1st, 2021, the teacher must be reading certified or endorsed. [Florida Statute § 1008.25(7)(b)(3)]**

4. <u>K-5 Writing Remediation</u> - Students in Grades K-5 who exhibit a substantial deficiency in writing based upon locally determined or statewide assessments or through teacher observations, must receive remediation in one of the following ways:
   - small group instruction, based on identified student needs; and/or
   - one-on-one instruction, based on identified student needs

5. <u>K-5 Mathematics Remediation</u> - Any elementary student who exhibits a substantial deficiency in math based upon locally determined or statewide assessments or through teacher observations, must be given supplemental math instruction, immediately following the identification of the math deficiency. F.S. 1008.25(6)

Students who exhibit a substantial deficiency in math must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate intervention and instruction. Schools must progress monitor students with a math deficiency a minimum of three (3) times per year. This includes a baseline, midyear, and an end of the year assessment.

K-4 Substantial Math Deficiency and Parental Notification - Pursuant to Florida Statute 1008.25(6), the parent(s) of any Grade K-4 student who exhibits a deficiency in math, must be immediately notified in writing, shall be consulted in the development of a plan, as described in s. 1008.25(4)(b), and shall be informed that the student will be given math intervention until the deficiency is corrected. Principals will make such notification immediately following the administration of diagnostic assessments and/or quarterly reports indicating below level performance. In addition to informing the parents that their child has been identified as having a substantial deficiency in math (per Florida Statute § 1008.25(6)), the following information must be provided:

a. a description, understandable to the parent(s), of the exact nature of the difficulty in learning and lack of achievement in math;
b. a description of the current services that are provided to the student
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 his or her child succeed in mathematics.

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.

6. Scheduling – Extra instructional time programs may be designed to provide remedial instruction for students. This may include Saturday classes, transitional, after school programs, summer programs or additional instructional time during the school day. As authorized by Florida Statute § 1008.22, the district provides academic support in English Language Arts and mathematics for those students identified as having deficiencies in content knowledge and skills based on teacher/principal recommendation, norm-referenced tests, Florida Standards Assessment (FSA)**/Florida Assessment of Student Thinking (F.A.S.T.)** for English Language Arts (ELA) and Mathematics, and school-selected ELA and mathematics tests. Student placement will be as follows:

Intensive Instruction Scheduling	
English Language Arts	All students scoring at Level 1-2
	All students scoring a Level 1 or 2 must be placed with a teacher who is reading certified or endorsed.
Mathematics	All students scoring at Level 1-2

7. Curriculum - The district provides schools with research-based curriculum for intensive instruction in print and digital form. All students in intensive classrooms will utilize the district-wide adopted intensive English Language Arts and Mathematics curriculum to provide direct and explicit instruction by trained teachers.

8. Progress Monitoring - Schools will engage in a systematic review of multiple data points to make data-driven instructional decisions that answer such questions as "what do we see?" or "now what do we do?" Such data points may include but are not limited to: mid-quarter and quarterly classroom grades, common formative and quarterly assessments, and pre-/post-assessment embedded into the intervention curriculum.

9. Progress Monitoring Plan - Academic support shall be provided through the implementation of an individual Progress Monitoring Plan (PMP) developed in consultation with parent(s)/guardian(s). The plan is intended to provide the school district and the school with flexibility in meeting the academic needs of the student. A student who is not meeting the school district or state's requirements for proficiency shall be covered by one of the following Individual Student Plans:
    a. A federally-required student plan such as Individualized Education Plan (IEP), Section 504, ELL Plan
    b. A school-wide system of progress monitoring for all students, or
    c. An individualized Progress Monitoring Plan

    See Appendix C for more detail.

    Each plan **must** outline a strategic or intensive academic support program in the area(s) of weakness designed to assist the student in meeting state and/or district expectations for proficiency. It is the responsibility of the teacher and the principal to ensure that the PMP is substantive, activities and resources are research-based, and that the outlined instructional and support services are provided. Listed below are the steps for developing and implementing the PMP in consultation with the student's parent (Florida Statute § 1008.25):

    Step 1 MTSS problem solving and academic support will occur as soon as possible after a student has been identified as needing academic support beyond the core instruction. Parents should be involved throughout the tiered levels of support to remain informed and provide input. If the student identification occurs during the fourth marking period, the MTSS problem solving process will begin and interventions will be put in place and continued the following school year.

    Step 2: Additional diagnostic assessments to determine the nature of the student's difficulty, areas of academic need, and strategies for appropriate intervention. Diagnostic assessments may include teacher assessment, placement tests and /or diagnostic software results.

    Step 3: Data from the additional assessments are to be used to formulate the student's PMP. The PMP should clearly identify:
    - the specifically diagnosed identified problem --either academic/behavior
    - the scientific, research-based intervention to be implemented
    - how, when, how often, by whom, and how long strategic or intensive instruction is to be provided, and
    - the monitoring and reevaluation activities to be implemented

    Step 4: At the conclusion of the school year, appropriate teacher(s) of the student on a PMP are to make recommendations regarding the student's educational program for the following year.

Note: The PMP must be in place and implementation begun for students including those who are transferred into the school district within 45 calendar days of being identified as needing academic support.

10.ACADEMIC SUPPORT PROGRAMS

1. Extended School Year (ESY) Program
   a. English Language Learners (ELLs) - The purpose of Extended School Year (ESY) services for English Language Learners (ELL) is to provide beginning and some intermediate English speakers with the opportunity to develop their oral language. This is accomplished through content related instruction in a non-threatening environment that promotes the use of oral English. In order to be eligible for ESY, placement on the student's individual ELL Plan must show that additional English oral language development is needed.

   b. ESE-Eligible Students -- Extended School Year (ESY) services means specially designed instruction and related services that are provided to an ESE-eligible student beyond the normal school year of the School District, in accordance with the student's IEP. ESY services must meet state educational standards. ESY services are always at no cost to the parent.
   At least annually, an IEP Team for each ESE-eligible student must consider whether ESY services are necessary for the provision of a Free Appropriate Public Education (FAPE) to the student. ESY services must be provided if a student's IEP team determines, on an individual basis, that the services are necessary for the provision of FAPE to the student.

   The School District may not limit ESY to particular categories of disability or unilaterally limit the type, amount, or duration of those services [State Board of Education Rule 6A- 6.03028(3)(g)(11)].

2. Intensive Camp Program - Intensive Program or "Boot Camps" are designed to provide students who did not meet the satisfactory level on the ELA and/or Algebra 1 statewide assessments additional practice to improve proficiency and success on the next administration of the assessment. Students may participate in the district and/or school sponsored after school and/or summer intensive programs to work on necessary skills and problematic areas prior to re-taking the statewide assessment.

3. Summer School (seniors) - A student must successfully complete coursework to earn the required 18 or 24 high school credits, have a 2.0 GPA, and meet all state assessment requirements to earn a standard high school diploma. The purpose of the extended summer school for grade 12 is to provide the student with the opportunity to master the essential elements of incomplete/failed courses (maximum of two courses) and to ensure on-time graduation. The student may exit upon completing the required coursework.

11.ALTERNATIVE PROGRAMS

Alternative Education program refers to programs or services designed to meet the needs of students who may otherwise be unsuccessful in traditional environments and provide multiple paths to graduation. The School District provides academic support to students identified as not meeting district-established performance standards and the specified performance levels as measured by district indicators and state assessments. All students not meeting performance standards are eligible for these programs.

1. Adult High School – Adult High School classes are available for students who were close to finishing

their high school diploma prior to leaving their secondary education. Students will have an opportunity to earn a high school diploma once all graduation requirements are completed. Call to schedule an appointment through the Adult High School Counselor. The cost is $30.00 per term for AHS.

2. Co-enrolled – Currently enrolled students who are behind in credits needed for graduation may participate. Registration occurs through high school guidance office and students will be accepted based off seats available and students' grade level for priority. (Seniors and Juniors will have priority)

3. Discovery Academy - Students in grades 4-12 who are significantly behind their cohort group may be referred by the principal or principal's designee for placement. The Alternative Program Team will review the student's data and recommend placement. The data may include but is not limited to: academic history, attendance, and previous retentions. Utilizing a combination of direct instruction and computer based instruction, students would be given an opportunity to accelerate learning, enabling them to reach the level of their peers. Students completing the requirements will be allowed to enroll at the zoned high school.
4. Endeavor Academy - Students who have **committed expellable** offenses in grades 6-12 may be referred by their principal or the principal's designee for placement in an alternative education through the pre-expulsion hearing process.
5. PACE Center for Girls – A comprehensive education and therapeutic prevention and intervention services for troubled eligible adolescent girls in grades 6-12. Students are generally referred by their counselor by completing and submitting a referral form to the district office.

6. Pregnant and parenting students enrolled in HCSD who are working towards the completion of high school are eligible to participate in the Teenage Parenting Program (TAPP). The decision to attend the TAPP is voluntary; and the option to decline services is provided by the TAPP social worker. Coordination of health, social services, parent education, transportation, and childcare are ancillary service components of teenage parent program.

   TAPP students must successfully complete at least one (credit bearing) pregnancy and/or parenting courses earning a grade of "C" or better. TAPP students are offered non-credit bearing courses tailored to their individual pregnancy or parenting related needs. On-site childcare, licensed by the Department of Children & Families, is available for the children of TAPP students at the districts' designated sites.

   Pregnant and parenting students in HCSD will continue to benefit from existing school-based services provided to all students such as, crisis and academic support not related to pregnancy/parenting through the same system of delivery as their non-pregnant or parenting peers. High school students enrolled in the program will receive their high school diploma if all graduation requirements are met. Exit interviews with TAPP students who dropout or withdraw to attend other programs must include TAPP representation.

   TAPP participants and completers are expected to follow all school and district policies and procedures. To learn more about the program, contact the Student Services Dept – Teenage Parenting Program Social Worker.

12. HOMEWORK

Homework is an important tool used to ensure the student's readiness for each day's lesson in school. Research shows that homework is a proven benefit to the student's academic achievement when it enhances the classroom curriculum and encourages creativity and discovery. Homework assignments must have a real purpose, and students should receive **feedback** on assignments prior to assessment on the content. Teachers, students, and parents must work as a team for homework to be an effective part of instruction.

Homework assignments should be given within established homework guidelines in compliance with School Board policy 2330. Refer to the grading procedures section for homework weighting percentages. In addition:

- Students are accountable for homework assignments.
- Homework assignments must be based on Florida Standards and grade level benchmarks and must be directly related to the classroom instruction.
- Homework should be assigned to provide time for practice and reinforce lesson objectives.

13. MAKING UP WORK

A student shall be given the opportunity to make up work within two class meeting days per absence upon their return. Excused Absence work will receive full credit. Unexcused absence work **will receive full credit**, **up to 5 days per semester. Out-of-school suspension is considered an unexcused absence.** However, the make-up work must be made up within two days of the unexcused absence occurred. Also, the make-up rule does not apply when the work was assigned ***prior*** to the student's absence. **In such cases the test(s), project(s), 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.

14. REPORTING STUDENT PROGRESS

Parent(s)/guardian(s) and students **shall** receive accurate and timely information regarding academic progress and the School District's promotion requirements.

1. All notifications to parent(s)/guardian(s) of English Language Learners **shall** be made in their home/native language whenever feasible.
2. Parent(s)/guardian(s) should contact the school to request a conference. Teachers may schedule a conference when needed to review student performance.
3. Parent(s)/guardian(s) of a student who is in danger of failing a course, not meeting the 2.0 cumulative grade point average or not meeting promotion/graduation requirements **must** be notified in writing. This notification shall include an explanation of the options to assist the student in meeting the grade point average (e.g., forgiveness rule, summer session, counseling, tutoring, grade recovery, and study skills courses).
4. A report card will be uploaded in Skyward to each student at the end of each nine-week marking period and serves as a written notification of the student's progress. The student's final report card for the school year will indicate end-of-the year status regarding performance or non-performance at grade-level, acceptable or unacceptable behavior, attendance, and promotion [Florida Statute § 1003.33 (2)].
5. Report cards will be available via Skyward at the end of each quarter. The report card for the fourth nine weeks grading period will be available for pick up at each school by request only. **Please note**

that student grades are available on Skyward. This is not to prevent a teacher from notifying a parent/guardian more frequently if a problem is apparent.

6. The virtual school student's grades are maintained and updated in the parent and student learning management system. The parent has complete access to review and respond regarding student progress through continuous access to the student's academic performance in course work and time on work (attendance). Final course grade will be recorded in the student's academic history file.
7. High school certified counselors will initiate credit checks, at least annually, to inform students of their needed credits for graduation. In addition, it shall be the responsibility of students to monitor their progress and to complete all requirements for graduation. Graduation requirements and a checklist of completed requirements are available on Skyward.

15. GRADING SYSTEM

Grades provide students with feedback on their own learning, clarifies for them what they understand, what they don't understand, and where they can improve. Grades also provide information that can inform future teaching decisions. Therefore, it is important that grades accurately reflect the quality of student work. The grading system and interpretation of letter grades must comply with the state approved grading scale. For letter grades, an average of .50 or higher **must** be rounded up (i.e., 79.50 becomes a "B", while 79.49 is a "C"). The grading system and interpretation of letter grades for all grade levels shall be as follows:

Letter Grade	Percent Range	Point Value	Description (Florida Statute § 1003.437)
A	90-100	4	Outstanding Progress
B	80-89	3	Above Average Progress
C	70-79	2	Average Progress
D	60-69	1	Lowest Acceptable Progress
F	0-59	0	Failure
S	N/A	N/A	Satisfactory
N	N/A	N/A	Needs Improvement
U	N/A	N/A	Unsatisfactory
P	N/A	N/A	Applies to transfer credits
T	N/A	N/A	Passed Exam (Applicable only to AP, EOC and CLEP)
SB	N/A	N/A	Used to award credits for passing score on approved world language test

A student must be enrolled at least 10 days during a grading period to receive a report card grade. The report card grade for a student transferring into the Hernando County School District during the last 10 days of the marking period will be calculated as follows:

a. Students with transcripts – the report card will reflect the transfer grade. The following scores will be entered for any student transferring with an S, N, U (S = 85, N = 65, U = 55)
b. Students without a transcript – the report will reflect the grades earned in the classroom. In the event the student does not demonstrate proficiency, he/she may participate in the district's course/credit recovery program.

To allow for developmental growth, grades for kindergarten should not be cumulative (averaged). The report card grade must be an indication of the student's current demonstrated performance on the Grade Level standards that have been taught. In addition, the terms satisfactory (S), needs improvement (N) or unsatisfactory (U) will be used to describe student performance in some areas. This grade scale will be used in indicated areas:

• All subject in kindergarten • Science in grades K-2	• Fine Arts in grades K-5 • Physical Education in grades K-5 • Social Studies in grades K-3

Fine Arts / Physical Education

Students are marked for effort and participation in art, music and physical education classes. As per Florida Statute §1003.455 the school shall provide 150 minutes of physical education each week for students in kindergarten through grade 5. The physical education requirement may be waived for a student who requires remediation.

1. Student Conduct [Florida Statute § 1003.33(1) (b)] - Student conduct codes are separate from the grade earned for the marking period. The conduct codes reflect the student's overall conduct in all class activities and cannot be cause for lowering an academic grade.

2. Attendance (Florida Statute § 1003.33) - Attendance and academic performance shall be reported separately on student report cards. Students cannot be exempted from state academic performance requirements based on policies or practices designed to encourage student attendance.

3. Course Weight (High School) [Florida Statute § 1007.272(18); Florida Statute §1007.271 (16)] - Courses that are **un-weighted** have a point value ranging from 0-4. Courses that are weighted have an added point value of .5-1.0. Unweighted courses can be used to satisfy graduation requirements as well as admission requirements for the state university system.
   The **weighted grade** point average will be used to determine the student's ranking in class and the Valedictorian and Salutatorian. Parent(s)/guardian(s) should be aware that the weighted grade point average might not necessarily increase a student's chances for scholarships or admission to in-state or out-of-state colleges or universities.
   The following courses shall be assigned an additional .5 weight value:
   i. Honors courses
   ii. Advanced/Pre-AICE/Pre-IB/Pre-AP level 3 core academic courses including World Language courses that comply with the Bright Futures Scholarship and university admission guidelines
   iii. Level 3 CTE courses that lead to an industry certification (SB 850) and belong to a registered Career Academy with the Florida Department of Education.

   The following courses shall be assigned an additional 1.0 weighted value:

   Advanced International Certificate of Education (AICE): The Cambridge Advanced International Certificate of Education (AICE) courses offered will be assigned an additional 1.0 weight value.

Advanced Placement (AP): The Advanced Placement courses offered will be assigned an additional 1.0 **weight** value. A student who does not participate in the administration of the AP exam will not receive the additional 1.0 weight. Current Florida Virtual School policy requires all FLVS and franchise (Hernando *e*School) AP students to take the AP exam in order to receive AP credit for the course. Students enrolled in AP courses must be prepared to take the exam, which requires students to complete all assignments prior to the exam. **Grades for completed FLVS/Hernando *e*School AP courses are not issued until the exam has been completed.** Students must take the Advanced Placement Exam to receive Advanced Placement credit. **Students who complete the course successfully but do not take the AP Exam will receive honors-level credit.** As AP courses are college-level classes, it is the final step in completing AP curriculum. If a qualifying score is received on the exam, participating colleges may offer credit or waive requirement for equivalent courses. **College course waivers resulting from AP scores do not revert back for additional high school credit. Only the post-secondary institution can issue the waiver.**

Dual Enrollment (DE): The dual enrollment courses offered through PHSC or through any postsecondary institution with which the District has an articulation agreement, whether taken on the college campus or at the high school campus, will be assigned an additional 1.0 **weight** value (Florida Statute § 1007.271). Students not properly enrolled in a dual enrollment course shall not receive college credit or the additional 1.0 **weight** value. Students are strongly encouraged to speak with their Certified School Counselor about dual enrollment courses. Refer to the Dual Enrollment Articulation Agreement and handbook for additional information.

International Baccalaureate (IB): The International Baccalaureate courses offered will be assigned an additional 1.0 weight value.

CAPE / Career & Technical Education Academies: 1.0 Additional GPA weighting to those Students enrolled in Level 3 CTE courses, that lead to an industry certification (SB 850,) and belong to a registered Career Academy with the Florida Department of Education.

Note: Credit earned for Advanced International Certificate of Education, Advanced Placement, Dual Enrollment and International Baccalaureate courses via CLEP, P/F and S/U courses are not included in the calculation of the student's GPA. These earned credits do not receive weighted value (quality points).

4. Grading Procedures
   a. Grades are based on the quality of student performance relative to expected levels of achievement of the Next Generation Sunshine State/B.E.S.T. Standards, the course frameworks, the course syllabus approved by the principal or principal's designee, and will conform to adopted departmental grading weights.
   b. Quality of work will be assessed by multiple measures including, but not limited to, the following:
      i. teacher observations (oral presentations or reports, speeches, recitations, impromptu speaking, student participation, laboratory practices and demonstrations);
      ii. classroom assignments (paper and pencil assignments; reports, term or research papers, models, projects, exhibits, posters, and computer programs);
      iii. homework (School Board Policy 8420);
      iv. examinations (paper and pencil tests including: essay; multiple choice and

completion; oral tests; and skill tests requiring demonstration); and

v. alternate methods (Edgenuity or portfolios and performance assessments) and services

[Florida Statute § 1003.33 (1) (a)]

c. **A minimum of three (3) grades per weighted category for the marking period and a minimum of twelve (12) grades per marking period for all grades K-12**.

d. **A sufficient number of grades in each weighted category will be issued at both middle of the quarter and end of term. Every effort should be made to ensure the grades represent proficiency/mastery of the standards taught in the marking period. The report card effort code will provide additional information regarding the student's academic effort from progress report to end of the marking period.**

e. Grade(s) will be input weekly.

f. A recorded grade may **NOT** be changed after report cards are posted except by the following procedures:

i. The change is initiated by the teacher and approved by the principal or principal's designee. The principal or assistant principal may initiate the grade change if teacher of record is inactive.

ii. The required Grade Change must be submitted through Skyward and approved by the Principal.

e. Students enrolled in Exceptional Student Education (ESE) program(s) **must** have the opportunity to earn grades that are equivalent to the grades earned by general education students. No student may be denied the opportunity to earn above-average grades because of placement in an ESE program or due to the accommodations that have been deemed appropriate for use with his/her instructional setting(s). ESE students with disabilities **must** be graded on the basis of their performance.

f. Alternate assessments, including performance assessments, may be used to document progress for the ESE student with a disability. Criteria and evaluation procedures will be identified and discussed with the student and the parent(s)/guardian(s) upon entry to the program and/or at each annual review.

g. The grade of ***P*** (Pass) is used when validating/granting transfer credit for coursework when an official transcript or grades that equate to those used in Hernando County cannot be obtained. It is also used when P is specified on an official transcript. A grade of ***P*** is a transcript grade only, not a report card grade. It results in credit for coursework but does not affect the grade point average (GPA).

h. Transfer grades received as letter grades and for which numerical grades were not available, will be computed by using the middle scale (A=95%, B=85%, C=75%, D=65%, F=55%) of the grading system used in Hernando County Schools. The transfer student is also exempt from all assignments prior to their enrollment in the school/class. This process must be completed for every prior marking period so that there is an accurate end of year cumulative grade.

For transfers out of state not awarding high school credit because their semester has not ended, after our second semester has begun:

After the conclusion Semester 1 and before the conclusion of semester 1 at the previous school and that school is not awarding semester 1 credits, the following will occur:

- Counselors will record the semester 1 withdrawal grades on the transcript analysis form.
- Counselors will make a comment on this form that states *"the previous school did not award semester 1 credit due to withdrawal date".*

then

- **If the student is enrolled in semester 2 of the same class**:
- **Data Entry will** manually enter the transfer grades into the active course's grade book.
- The teacher will get a Skyward notification of the transfer grade.

i. All grades posted to the gradebook must have a numeric value.

5. Grading Weights and Categories – The following weighted categories are for the purposes of ensuring:
   a) Fair and consistent treatment of students across all classrooms,
   b) Consistency in grading as students transfer between classrooms and schools,
   c) Objectivity in grading,
   d) Emphasis on activities that reflect what the student can or cannot do based on the Florida Standards, and
   e) Reliability of the data when making correlations between course grades, benchmark and statewide assessments, and promotion/retention decisions.

   In addition, the categories represent a collection of the different activities and skills that students may engage in a classroom and that teachers view critical to the student's success in the course. The sum total of these weights will represent the course average prior to the calculation of the nine weeks grade.

Elementary		
S	**N**	**U**
70 – 100%	**60 – 69%**	**0 – 59%**

Elementary Grading			
English Language Arts	**Mathematics**	**Science**	**Social Studies**
Summative Assessments 40% (Cold read text set assessments, selection tests)	Summative Assessments 40% (teacher tests, projects, etc.)	Summative Assessments 40% (Performance Tasks, tests, FSSA reading tests, quizzes, essays, etc.)	Summative Assessments 40% (Chapter/unit test, writing task)
Extension Activities 30% (short/extended responses, paragraph writing, graphic organizers, text-based essay writing)	Extension Activities 30% (quizzes, written responses, assignments etc.)	Extension Activities 30% (Reading content-based activities, research, labs, notebooks/journals, written response, etc.)	Extension Activities 30% (Projects, writing in response to SS ELS texts, group activities)
Classwork 20% (Responses to reading, graphic organizers(reading), curriculum-based assignments and activities)	Classwork 20% (journals, projects, group work, etc.)	Classwork 30% (home projects, science fair, study guides, data communication, group projects, homework, centers, etc.)	Classwork 30% (Newspaper activities, think and review questions, crossword/vocabulary)
Other 10% (Encoding(spelling/dictation), grammar, projects, homework)	Other 10% (homework, centers, etc.)		
Middle School Grading			
English Language Arts	**Mathematics**	**Science**	**Social Studies**
Summative Assessments 40% (Unit assessments, novel assessments, final draft essays, final projects, presentations)	Summative Assessments 40% (unit/chapter test, unit projects)	Summative Assessments 40% (test, major projects, performance-based test)	Summative Assessments 40% (chapter and unit assessments)

Extension Activities 30% (quizzes, solo activities, writing process pieces (planning, outline, draft, edit, revise), close reads, group activities, projects)	Extension Activities 30% (quizzes, small projects, notebook checks for understanding)	Extension Activities 30% (quizzes, checks for understanding, for progress monitoring, etc.)	Extension Activities 30% (projects, essays, presentations, skits, journals, DBQs, etc.)
Classwork 20% Graphic organizers, response to reading/questions, notes, curriculum-based assignments and activities	Classwork 20% (Do Now, bell work, journal, ticket outs, checks for understanding)	Classwork 20% (Minor projects, labs, notebook, Do Now, bell ringers)	Classwork 20% (quizzes, tickets-out the door, Do Now, bell work, notebook, etc.)
Other 10% (Exit tickets, grammar, success starters, frontloading)	Other 10% (homework, centers, etc.)	Other 10% (homework, centers, etc.)	Other 10% (homework, centers, etc.)

High School Grading				
English Language Arts	**Mathematics**	**Science**	**Social Studies**	**Pre-AP**
Summative Assessments 40% (tests, final drafts, presentations, etc.)	Summative Assessments 40% (unit/chapter test, unit projects)	Summative Assessments 40% (tests, major projects, Performance based Tasks)	Summative Assessments 40% (chapter and unit assessments)	Summative Assessments 40% (Performance Tasks. Tests, essays, teacher created unit assessments, etc.)
Extension Activities 30% (Close reads, group work, draft writing, paragraph/short response, quizzes)	Extension Activities 30% (quizzes, small projects, notebook, checks for understanding, Quarter Exams for non-AGA courses, etc.)	Extension Activities 30% (quizzes, do now, bell ringers, Quarter Exams, etc.)	Extension Activities 30% (projects, essays, presentations, skits, journals, DBQs, Quarter Exams, etc.)	Extension Activities 30% (Learning checkpoints, quizzes, projects, etc.)
Classwork 20% (Graphic organizers, response to reading/questions, notes, curriculum-based assignments and activities)	Classwork 20% (do now, bell work, journal, ticket outs, checks for understanding)	Classwork 20% (minor projects, labs, notebooks,)	Classwork 20% (Quizzes, tickets-out the door, do now/bell work, notebook, etc.)	Classwork 20% (CW, minor projects, checks for understanding, etc.)

Other 10% (grammar, vocabulary, root words, tickets out the door)	Other 10% (homework, centers, etc.)	Other 10% (homework, centers, etc.)	Other 10% (homework, centers, etc.)	Other 10% (homework, centers, etc.)

Intensive/Remedial Coursework	
Intensive Reading (Iready)– Middle School	**Mathematics – Middle School**
Classwork 40% (Centers, whole group instruction)	Assessments 50% (on grade level assessments)
Assessment 25% (Tests, quizzes)	Classwork 50% (skill center and whole group activity tasks)
iReady Lessons 25% (Instructional path lesson grades or teacher assigned lessons)	
iReady Computer Center 10% (iReady lesson target)	
No homework will be assigned for Middle Grades Intensive Courses	
Intensive Reading – High School	
Summative Assessments 40% (online activities, tests)	
Classwork 35% (close reads, group work, paragraph/short response, quizzes)	
Foundational 25% (bell work, graphic organizers, grammar, vocabulary, root words, logs)	
No homework will be assigned	

The grading weights and categories for courses not listed above will be decided by the school administration and teachers of those courses. Teachers of these courses must follow grading procedures listed on page 45 under Grading Procedures.

6. Calculating Report Card Grades

a. **Nine weeks** grades will be calculated for all four quarters at the school level based on the following criteria:

Course Average	Nine Weeks Grade
100% (100% of the average of all grading categories)	

Note: Courses exempt from a fourth (4th) quarter exam are the following: (a) Courses with a Florida Standards Assessment FSA/EOC/F.A.S.T. (b) Advanced Placement (c) Cambridge Advanced International Certificate of Education, (d) Career Technical with a designated industry certification (e) International Baccalaureate (f) Developmental Language Arts Through ESOL(DLA-R/English Language Development).

b. **Semester** grades will be calculated at the high school school level based on the following criteria:

Nine Weeks	+	Nine Weeks	Semester Grade
50%	+	50%	

Example: 1st Nine weeks grade: 82 x .50 = 41
2nd Nine weeks grade: 77 x .50 = 38.5

Nine Weeks	+	Nine Weeks	Semester Grade
41	+	38.5	(80)

c. **Final** course grade will be programmatically calculated at the district level based on the following criteria:

j. **Courses with a Statewide End of Courses (EOC) assessment and a mandated 30% calculation** (Algebra 1, Geometry, US History, and Biology)

Semester 1 Grade	+	EOC	=	Final Semester 1 End of Course Grade 0.50 Credit
70%	+	30%	=	

Semester 2 Grade	+	EOC	=	Final Semester 2 End of Course Grade 0.50 Credit
70%	+	30%	=	

Courses with a Statewide End of Courses (EOC) assessment and a mandated 30% calculation (Civics)

Course Final Grade	+	EOC	=	Final Course Grade
70%	+	30%	=	

Courses with a Statewide End of Courses (EOC) assessment and student has ESE waiver for 30% grade of EOC (Algebra 1, Geometry, US History, Biology, and Civics)

Semester 1 Grade	+	Semester 2 Grade	=	Final Course Grade
50%	+	50%	=	

The EOC score may be excluded for graduation and 30% final grade calculation purposes for ESE students, in accordance with state waiver provisions. However, if the EOC score improves the student's overall grade, it may be included at the school's discretion.

Note:

[2] A student who does not participate in the statewide assessment for a course with a 30% calculation will receive an incomplete course grade. A grade adjustment will be made once the school receives the score.
[3] A student who commits an infraction that results in a test invalidation will receive an incomplete course grade and will be required to retake the assessment during the next administration of the assessment.
[4] A student who takes EOC courses through FLVS will not earn credit until the student has taken the EOC.

d. **Conversion Table** – The fourth nine weeks grade for a high school level Career and Technical Education courses with a CAPE industry certification exam will have the following grade calculation.

Industry Certification (IC)		
Pass = 100%	Fail = 69%	Refusal = 0%

7. Examinations - Exams will be administered during the last week of the marking period unless justified and approved by the principal or principal's designee. Early final examinations may be administered to students under the following provisions:
   i. Early induction into the U.S. military services
   ii. Early entrance as a student into a summer session at an institution of higher learning
   iii. Transfer of the place of employment of parent(s)/guardian(s) necessitating the family's moving to another location
   iv. Medical conditions or other reasons approved by the principal
   v. Early exams **will not** be granted for students taking vacations prior to the end of the marking period.
   vi. Make up exams will be administered for excused and 5 or less unexcused absences. Notification timeline for an excused absence applies.

K. COURSE and CREDIT RECOVERY

All students will be provided continuous opportunities to achieve proficiency to meet course standards established by the State of Florida. Teachers are expected to use embedded support strategies to provide opportunities for students to demonstrate proficiency. Any grade change that impacts the student's academic transcript is to be completed by the teacher of record, the principal, or principal's designee and submitted through Skyward.

1. Grade Repair
   a. Elementary – When a student's academic performance on any grade level assessment falls below 60%, the classroom teacher may provide the needed re-teach and practice through appropriate instructional strategies and differentiated instruction. **The student may retest on that assessment, however, the assessment completed through grade repair can receive a maximum grade of 70%.**

   b. Middle and High School - Grade repair is a practice that may be offered to help a student earn a passing grade for failed assignments and/or assessments while enrolled in the course**. However, any assignments or assessments completed through grade repair can receive a maximum grade of 70%**. Any failing grade due to a Code of Conduct violation (i.e. cheating, plagiarism, etc) or failure to submit assigned work may not be repaired. Teachers may elect to use Edgenuity/Imagine Learning as a Grade Repair option.

2. Course Recovery

(Middle School) - Course recovery is a practice to help a middle grade student repair a failed quarterly or course grade on the report card, during the subsequent marking period, allowing for the student to get back on track for promotion.

a. Florida Assessment of Student Thinking (FAST)/State Science Assessment/Civics EOC: Students who meet satisfactory performance (Level 3 or higher) can recover a failed course based on demonstration of grade level skills as indicated by the statewide standardized assessment score. The student will receive a 60% as the final course grade.
b. Edgenuity/Imagine Learning Course Recovery: Students may be assigned specific quarter(s) of coursework to complete online.
    i. Students enrolled in course recovery must have previously attempted the corresponding course and earned a grade of "F". Students that have earned an "F" will be given priority placement in course/credit recovery courses.
    ii. The instruction may be prescriptive; therefore, the student may exit upon completing the required nine weeks, semester, or yearlong coursework.
    iii. Summative assessments are to be proctored at the school site by the Lab Facilitator (designated by the principal) who supervises and provides support in the credit recovery/online learning lab. The designated Lab Facilitator will be bound by the district test administration agreement.
    iv. Documented and appropriate district and state testing accommodations will be provided to eligible students.
    v. The new grade earned and any applicable state or district end of course assessment grade previously earned will be used to calculate the new final grade.
    vi. Grade changes must be completed through Skyward and approved by an administrator.

3. Credit Recovery (High School) - Credit recovery is a practice to help a high school student recover either the first half, second half, or both semesters of a credit bearing course for which averaging of the grades obtained in each half would not result in a passing grade (A-D). The student may recover the nine weeks, semester, or the entire yearlong course. The practice permits students to get back on track for graduation. Credit recovery can be completed during the school day or after hours (Co-enrollment Adult Education, Hernando *e*School, and/or credit recovery program) via technology enhanced curriculum or face to face instruction when available.

a. Specific credit recovery course numbers must be used when available.
   Note: **(The National Collegiate Athletic Association (NCAA) consisting of Division I and II schools through which students receive athletic scholarships, do not recognize courses, credits, or grades that were earned based on less than the full completion of a semester course. Potential NCAA candidates cannot participate in credit recovery but must instead repeat the entire course.)**
b. Credit recovery courses are elective credit bearing courses with specific content requirements defined by Next Generation Sunshine State/Florida Standards.
c. Students enrolled in a credit recovery course must have previously attempted the corresponding course and earned a grade of D or F (Florida Statute § 1003.4282).
d. Credit recovery courses are not bound by Florida Statute § 1003.436 requiring 135 hours of bona fide instruction since the students have previously attempted completion of the corresponding course.

e. Summative assessments are to be proctored at the school site by the Lab Facilitator designated by the principal to supervise and provide support in the credit recovery/online learning lab. The designated Lab Facilitator will be bound by the district test administration agreement.
f. The new grade earned and any applicable state or district end of course assessment grade previously earned will be used to calculate the new final grade.
g. Documented and appropriate testing accommodations will be provided to eligible students.
h. Only quarter or semester grades are to be entered once a student completes all required coursework. Grade changes will be submitted through Skyward and approved by the Principal.

4. Grade Forgiveness [Florida Statute § 1003.4282 and Rule 6A-1.0955(3)] (High School Only) – Forgiveness policies for required courses shall be limited to replacing a grade of "D" or "F" with a grade of "C" or higher earned **subsequently** in the same or comparable course. Forgiveness policies for elective courses shall be limited to replacing a grade of "D" or "F" with a grade of "C" or higher earned subsequently in another course. The only exception to these forgiveness policies shall be made for a student in the middle grades who takes any high school course for high school credit and earns a grade of "C," "D," or "F". In such cases, the district forgiveness policy must allow the replacement of the grade with a grade of "C" or higher earned subsequently in the same or comparable course. In all cases of grade forgiveness, only the new grade shall be used in the calculation of the student's grade point average. Any course grade not replaced according to a district school board forgiveness policy shall be included in the calculation of the cumulative grade point average required for graduation.

   a. A required course may be forgiven by the same or a comparable course taken subsequently. A regular level course may be used to forgive the same course at the honors level. An honors level course may be used to forgive the same course at the AP/IB/AICE level. **A lower level of the same course is considered comparable because the benchmarks and/or course objectives are similar. However, the grade for any AP/IB/AICE/DE course recovered with an unweighted course will no longer be weighted.**
   b. A required course may be forgiven by a dual enrollment course of the same subject area and topic. This is considered a comparable course.
   c. A non-specific course requirement may be forgiven by another course within the same subject area. For example, physics may be forgiven by ecology.
   d. Any course that is not being used to fulfill a subject area requirement is considered an elective for forgiveness purposes. An elective course may be forgiven by another elective course taken subsequently. When using a different course to forgive an elective, the same semester in which the previous "D" or "F" was earned does not have to apply. For example: a second semester "F" in foreign language may be forgiven by a subsequent first semester "C" in Art; an "F" in law studies (a semester long course) taken first semester may be forgiven by a "C" in weight training (a semester long course) taken second semester ; an "F" second semester in intensive reading (a yearlong course) may be forgiven by a "C" in law studies (a semester long course) taken either semester.
   e. Students earning a grade of "D" on the repeat effort earn credit for that course; however, the initial failing grade is not forgiven. Students may again choose to repeat the same course, and upon earning a grade of "C" or higher, all earlier grades will be forgiven.
   f. If a student's final average with the EOC assessment included as 30 percent results in a course grade of "D" or "F", options for the student include retaking a semester of the course or retaking the entire course.
   g. If retaking the course and including the EOC assessment as 30 percent results in a final course average of "C" or above, then this grade replaces the "D" or "F". If it does not result in a "C" or

above, then the original course average stands and is not replaced. Only one credit is allowed per course, so only one grade per course should be included as part of the student's GPA [F.S. 1003.4282(6)]. In all cases of grade forgiveness, only the new grade shall be used in the calculation of the student's GPA. Any course not replaced according to the District school board forgiveness policy shall be included in the calculation of the cumulative GPA required for graduation.

h. If a student completes a course for grade forgiveness that has a corresponding EOC that counts 30 percent of the final grade, the grade is to be recalculated to include the 30 percent equivalent earned on the first attempt of the EOC.

i. If a student has more than the three (3) electives for required graduation under the ACCEL option, elective credits can be forgiven following the District grade forgiveness policy.

In all cases where courses are forgiven under the provisions above, the initial "F" or "D" grade(s) will remain as part of the academic history. Students should be advised that many universities calculate GPAs based on **all** courses attempted.

III. PROGRESSION and GRADUATION REQUIREMENTS

A. PROMOTION and RETENTION (Elementary-Middle)

Each student's progression from one grade to another is determined, in part, upon satisfactory performance in English Language Arts, mathematics, science, and social studies. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion. A minimum final grade of "D" in all 12 required core courses in the middle school is required.

1. Mandatory Retention for Grade 3 Students - To be promoted to Grade 4, a student must score a Level 2 or higher on the ELA FAST Assessment as required under Florida Statute §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 Florida Statute §1008.22 for Grade 3, the student must be retained, unless the student has met a good cause exemption as outlined by Florida Statute § 1008.25(5)b and Board of education Rule 6A-1.094221. **Any student not having a reported achievement level on the ELA FAST Assessment must be retained**. Students enrolled after the statewide assessment will be assessed using a district selected assessment.

2. Parent Notification Requirements for Retained Grade 3 Students - Written notification must be given to the parent(s) of any 3rd Grade student who is retained for reading stating that his/her child has not met satisfactory performance required for promotion, and the reasons why the child is not eligible for a Good Cause Exemption. The notification must comply with the Student Report Cards provisions of Florida Statutes §§1002.20(14) and 1003.33(2), as well as include a description of proposed interventions and supports that will be provided to the student to remediate the identified areas of reading deficiency. [Florida Statute § 1008.25(7)(b)2]

3. Good Cause Exemptions For Retained Grade 3 Students - Good Cause is defined as conditions that exist such that retention would be more adverse for the student than promotion. In accordance with Florida Statute § 1008.25(6)(b)(c) and State Board of Education Rule 6A-1.094221, the School Board may exempt a student from retention for Good Cause.

   Good Cause Exemptions are limited to the following:

a. Limited English proficient students who have had less than two years of instruction in an English for Speakers of Other Languages (ESOL) program based on the initial date of entry into a school in the United States;
b. Students with disabilities whose Individual Education Plan (IEP) indicates that participation in the statewide assessment program is not appropriate, consistent with the requirement of State Board of Education Rule;
c. Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment approved by the State Board of Education, i-Ready AP3 or AP4 scale score of 535 or higher;
d. Students who demonstrate, through a student portfolio, that they are reading at least Level 2 on the Florida Standards Assessment (FSA), as evidenced by demonstrating mastery of applicable state standards in reading 19;Refer to *Academic Portfolio for Good Cause Exemption (#4)* section.
e. Students with disabilities who participate in the FSA and who have an IEP or a Section 504 Accommodation Plan that reflects that the student has received intensive remediation in reading and English Language Arts (ELA) for more than two full academic years, but still demonstrates a deficiency and was previously retained in Kindergarten, Grade 1, Grade 2, or Grade 3;
f. Students who have received intensive remediation in reading for two or more full academic years but still demonstrates a deficiency in reading and who were previously retained in ESE PreK (by parent), Kindergarten, Grade 1, Grade 2, or Grade 3, for a total of two years **(A student may not be retained more than once in Grade 3.)**

4. Academic Portfolio for Good Cause Exemption - In accordance with State Board of Education Rule 6A-1.094221(3)(a-e), the student portfolio must meet the following criteria:
    a. be selected by the student's teacher;
    b. be an accurate picture of the student's ability and only include student work that has been independently produced in the classroom;
    c. include evidence that the benchmarks assessed by the Grade 3 statewide English Language Arts assessment have been met. Evidence is to include multiple choice items and passages that are approximately 50 percent literary text and 50 percent information text, and that are between 100-700 words with an average of 500 words. Such evidence could include chapter or unit tests from the District's/School's adopted core reading curriculum or teacher assessments that are aligned with the BEST Standards;
    d. be an organized collection of evidence of the student's mastery of the BEST Standards that are assessed by the Grade 3 FSA ELA22; and
    e. be signed by the teacher and the principal as an accurate assessment of the required reading skills. This assessment portfolio meets all of the criteria outlined in State Board of Education Rule 6A-1.094221(3)(a-e).
    f. This applies to students with disabilities who participate in the FAST Assessment, but still demonstrate a deficiency in reading after more than two years of intensive remediation, and were previously retained in in PreK, Kindergarten, Grade 1, Grade 2, or Grade 3.
    g. For each benchmark, there must be at least eight examples of mastery as demonstrated by a score of 70 percent or above. 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 immediately begin collecting evidence for a portfolio. [Florida Statute § 1008.25(5)(c)7]

5. Documentation for Grade 3 Good Cause Exemption - The classroom teacher must provide the principal with documentation that indicates the student should be promoted based on one of the Good Cause Exemption criteria listed above. This documentation should consist only of the existing Individual Education Plan (IEP), 504 Accommodation Plan and/or Progress Monitoring Plan (PMP), the report card, or the student portfolio. Documentation for Exemptions 3 and 4 shall be consistent with Florida Statute § 1008.25(6)(c)23. The school principal shall review and discuss recommendations with the teacher and make the determination as to whether the student should be promoted or retained. In accordance with Florida Statute § 1008.25(6)(c)2, information gathered for Third Grade Good Cause.

6. During the School Year Promotion of Retained Grade 3 Students - In accordance with Florida Statute § 1008.25(7)(b)3 and State Board of Education Rule 6A-1.094222, a student retained in 3rd grade may be eligible for mid-year promotion prior to November 1 if he/she demonstrates:
    - successful and independent reading at or above grade level;
    - sufficient progress to master appropriate 4th grade reading skills; and
    - meeting any additional requirements, such as satisfactory achievement in other curriculum areas, per local school board policies.

    The criteria for students promoted on or before November 1 must provide a reasonable expectation that the student has met the requirements above as evidenced by:
    - Satisfactory performance as demonstrated by scoring a Level 2 or above on beginning of the year administration of the statewide assessment (Section 1008.25(8)(b)2, F. S.)
    - Satisfactory performance on locally selected standardized assessment(s) measuring state academic standards in English Language Arts (Section 1003.41,F.S.)
    - Satisfactory performance on a state approved alternative assessment (State Board of Education Rule 6A-1.094221, F.A.C.)
    - successful completion of portfolio elements (State Board of Education Rule 6A-1.094222, F.A.C.)

    Students promoted during the school year after November 1 must demonstrate proficiency levels in reading equivalent to the level necessary for the month in which the transition to grade four occurs.

    The Progress Monitoring Plan (PMP) for any retained Grade 3 student who has been promoted midyear to Grade 4 must continue to be implemented for the entire school year and if necessary, for additional years. [State Board of Education Rule 6A-1.094222(4)]

7. Criteria for Exemptions from Retention (Grades K-2 and 4-5) - A student who does not meet the requirements for promotion as defined in the Student Progression Plan may be exempted from retention for compelling verifiable evidence indicating the student is performing at or near grade level. This information may be utilized to enact a decision to promote such students. The PS/R+I Team must review the student's file and make a recommendation to the principal.

8. Course Requirements (Middle School) - Promotion from a school that includes middle grades 6, 7, and 8 requires students to successfully complete the following academic courses:

Cumulative Course Requirements for Middle Grades Promotion			
SUBJECT AREA	**Grade 6**	**Grade 7**	**Grade 8**
English Language Arts	1 Year	1 Year	1 Year
	These courses must emphasize literature, composition, and technical text.		
Mathematics	1 Year	1 Year	1 Year
	Successful completion of a high school level Algebra 1 or Geometry course is not contingent on a student passing the end-of-course (EOC) assessment. The student's performance on the EOC assessment constitutes 30 percent of the student's final course grade.		
Science	1 Year	1 Year	1 Year
	Successful completion of a high school level Biology 1 course is not contingent on a student passing the end-of-course (EOC) assessment. The student's performance on the EOC assessment constitutes 30 percent of the student's final course grade.		
Social Studies	1 Year	1 Year	1 Year
	One semester of these courses must include the study of state and federal government and civics education. The student's performance on the Civics EOC assessment constitutes 30 percent of the student's final course grade. (1003.4156 F.S. *A middle grades student who transfers into the state's public school system from out of country, out of state, a private school, 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 courses in social studies or two year-long courses in social studies that include coverage of civics education).*		
Career & Education Planning	To be completed in 6th- 8th grade. The activities must assist students in determining educational and career options and goals and result in the completion of a personalized academic and career plan for the student. Each student shall complete a course in career and education planning (1003.4156 (e) F.S). This is a district requirement to ensure students graduate career and post–secondary school ready.		
One semester of physical education is required each year for students enrolled in grades 6-8 (1003.455 F.S.). The following waiver options are available: 1) The student is enrolled or required to enroll in an academic support course 2) The student's parent indicates in writing to the school that: a) the student be enrolled in another course from among those courses offered as options by the school district; -OR b) the student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.			

9. Retention Chart – (Middle) To be promoted within middle school at the end of a given year, a student must pass a minimum number of core courses. Conditionally promoted students who do not complete an academic support program will be retained, based on principal decision, in the grade level to which they were conditionally promoted. It is the responsibility of the administrator and counselor to ensure proper scheduling in both grade level and recovery courses. The following will serve as a guide for making conditional promotion and retention decisions:

Grade 6-8			
#Failures	**Action**	**Schedule**	**Course Recovery** (in a concentrated one semester format)
0	Promoted	Regular schedule	N/A
1 - 2	Conditional Retention	Placed in the next grade level coursework and scheduled to repeat courses not passed as appropriate	1 course recovery period
3 or more	Retained	Retained in the grade level and scheduled to repeat courses not passed. Scheduled for the next level of the core academic course successfully completed	3 to 4 course recovery periods during the school year
Students in grade 8 who have not met the middle grades promotion requirements to high school described in Florida Statute § 1003.4156 will not be promoted to high school.			

Note: Upon successful completion of the recovery course, the student may return to a full grade level schedule.

Students with multiple retentions may be placed in an alternate program of instruction or an alternate instructional setting as required by Florida Statute §1008.25(2)(c). The program will incorporate multi-tiered support systems, intensive instruction in deficient areas to bridge the gaps, and acceleration in areas of strength.

10. Special Programs and Retention
    a. English Language Learners (ELLs) (State Board of Education Rule 6A-6.0902) - Students identified as English Language Learners (ELLs) **must** meet the District levels of performance as indicated on the Student Progression charts. ELLs must demonstrate literacy skills on grade level in either English or their native language.

       ELLs may not be retained if they are substantially-below-grade-level in reading in English, but can demonstrate grade level literacy skills in their native language. An ELL Committee **must** meet to determine whether an ELL should be retained. Adequate progress, as determined by the ELL Committee, should be used as cause for promotion. An ELL **may** be retained if the ELL Committee has determined that the student has not progressed satisfactorily.

    b. Students With An Active Section 504 Accommodation Plan (Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104) - A student's Section 504 Accommodation Plan documents each of the accommodations required to ensure the student receives a free appropriate public education and has an equal opportunity to access the general education curriculum. If a Section 504 Team decides to make any alteration to the delivery of instruction or student assignments for a student with an active Section 504 Accommodation Plan, such alteration must be documented in the student's 504 Accommodation Plan. A parent or guardian of a student with an active Section Accommodation Plan must be notified of any proposed changes to the 504 Plan. In addition, a parent or guardian must be given the opportunity to provide input on decisions made by the 504 Team. A 504 plan must be updated and reviewed annually in the student information system (SIS).

       A student with an Active Section 504 Accommodation Plan **must** meet the School District's levels of performance. Parent(s)/guardian(s) **must** be notified if a student with a 504 Plan is being considered for retention. The Team **must** determine if the reason(s) for retention is/are caused by the disability of record on the active Section 504 Accommodation Plan. If the team determines that the below-grade-level performance is caused by the disability, the student's placement **must** be re-evaluated.

The re-evaluation **must** include a review of the student's records, the student's intellectual and academic abilities and other pertinent information provided by the student's teachers. Comprehensive documentation regarding student placement **must** be provided each time re-evaluation occurs.

If the team determines that the below-grade-level performance is not caused by the disability, the student is treated in the same manner as any general education student.

c. Exceptional Student Education (ESE) Eligible Students

The Individuals with Disabilities Education Improvement Act of 2004 requires:

- *The IEP for each child with a disability to include:*
- A statement of measurable annual goals, including academic and functional goals designed to meet the child's needs that result from the disability to enable the child to be involved in and make progress in the general education curriculum.

A student who is enrolled in Exceptional Student Education (ESE) **must** meet the School District's performance standards, **unless** the IEP specifies that the student is unable to meet the grade-level performance standards, because:

- The student's demonstrated cognitive ability and/or behavior prevent the student from completing required class work and achieving mastery of Florida Standards or Access Points, even with appropriate and allowable class work modifications.
- The student is unable to apply or use academic skills at a minimal competency level in the home or community.

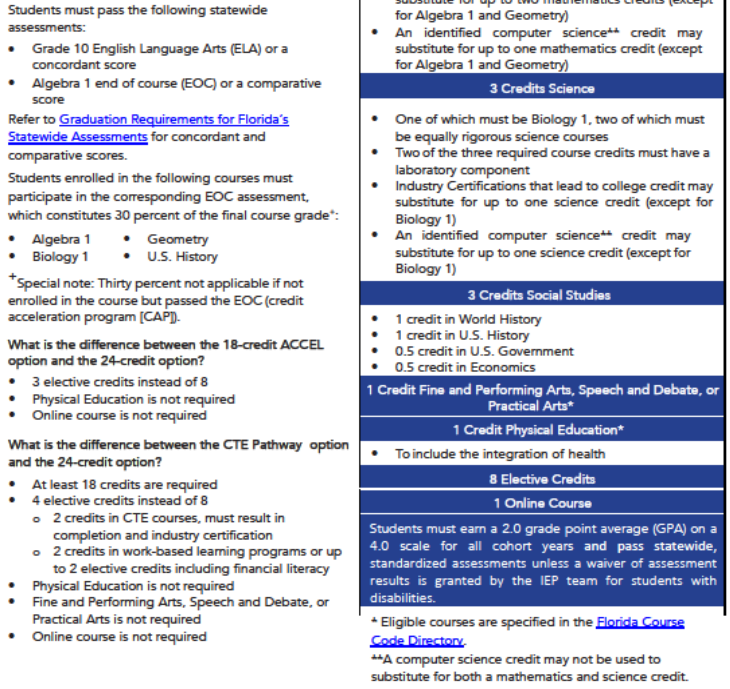
When an ESE-eligible student with a disability is determined to be performing below-grade-level in reading, writing, mathematics, and/or science, the IEP Team should be convened to review the IEP. The student's IEP **must** address **all** of the student's educational needs, including the student's below-grade-level performance. The IEP Team may recommend a Progress Monitoring Plan (PMP) to address the student's educational need in reading, writing, mathematics, and/or science.

Students with disabilities who are enrolled in an ESE program(s) may be considered to have met promotion requirements when he/she has achieved the goals that are specified on the student's IEP. The primary responsibility for determining each student's level of performance is that of the special program teacher and the general education teacher. The principal may (upon recommendation of the instructional staff and the IEP Team) determine that the promotion requirements have been satisfied. Other factors that may be considered are the students':

i. previous retention history
ii. current goals and objectives on the student's IEP
iii. social/emotional behavior
iv. attendance
v. placement and a possible change in the current placement
vi. grades
vii. current accommodations/modifications/services

B. PROGRESSION and GRADUATION REQUIREMENTS CHARTS (High School)

Florida Statute § 1003.4282 identifies state minimum graduation requirements for grades 9-12, adult students, and students with disabilities who are to be awarded a standard high school diploma by a



Students must pass the following statewide assessments:

- Grade 10 English Language Arts (ELA) or a concordant score
- Algebra 1 end of course (EOC) or a comparative score

Refer to Graduation Requirements for Florida's Statewide Assessments for concordant and comparative scores.

Students enrolled in the following courses must participate in the corresponding EOC assessment, which constitutes 30 percent of the final course grade+:

- Algebra 1
- Biology 1
- Geometry
- U.S. History

+Special note: Thirty percent not applicable if not enrolled in the course but passed the EOC (credit acceleration program [CAP]).

What is the difference between the 18-credit ACCEL option and the 24-credit option?

- 3 elective credits instead of 8
- Physical Education is not required
- Online course is not required

What is the difference between the CTE Pathway option and the 24-credit option?

- At least 18 credits are required
- 4 elective credits instead of 8
  - 2 credits in CTE courses, must result in completion and industry certification
  - 2 credits in work-based learning programs or up to 2 elective credits including financial literacy
- Physical Education is not required
- Fine and Performing Arts, Speech and Debate, or Practical Arts is not required
- Online course is not required

for Algebra 1 and Geometry)

- An identified computer science** credit may substitute for up to one mathematics credit (except for Algebra 1 and Geometry)

3 Credits Science

- One of which must be Biology 1, two of which must be equally rigorous science courses
- Two of the three required course credits must have a laboratory component
- Industry Certifications that lead to college credit may substitute for up to one science credit (except for Biology 1)
- An identified computer science** credit may substitute for up to one science credit (except for Biology 1)

3 Credits Social Studies

- 1 credit in World History
- 1 credit in U.S. History
- 0.5 credit in U.S. Government
- 0.5 credit in Economics

1 Credit Fine and Performing Arts, Speech and Debate, or Practical Arts*

1 Credit Physical Education*

- To include the integration of health

8 Elective Credits

1 Online Course

Students must earn a 2.0 grade point average (GPA) on a 4.0 scale for all cohort years and pass statewide, standardized assessments unless a waiver of assessment results is granted by the IEP team for students with disabilities.

* Eligible courses are specified in the Florida Course Code Directory.

**A computer science credit may not be used to substitute for both a mathematics and science credit.

ts that students shall earn in certain

ments in effect at the time the student
t graduates, unless the requirements
ed for all students by Florida Statute, **or**
ears after the student's original class
k-12-public-schools/bosss/graduation-

ation concerning high school graduation
32, so that the students and their parents
-year high school student may elect to
§ **1003.4282).**

Florida High School Graduation Requirements STUDENTS ENTERING GRADE NINE IN 2015-2016 School year & thereafter			
Subject Area	24-Credit Program	**ACCEL Program (18 credits minimum)**	**CTE Graduation Path (18 credits minimum)**
English/ Language Arts (ELA)	• 4 credits in ELA 1, 2, 3, 4 ELA honors, AP, AICE, IB, and dual enrollment courses may satisfy this requirement (must pass the Grade 10 ELA statewide assessment or earn a concordance score in order to graduate with a standard diploma)	Same requirement	Same requirement
Mathematics	• 4 credits, one of which must be Algebra 1 and one of which must be geometry (must pass the Algebra 1 EOC or earn a comparative score to earn a standard diploma and the EOC results count 30% of the final course grade; Geometry EOC results count 30% of the final course grade) • Industry certifications that lead to college credit may substitute for up to 2 mathematics credits (except for Algebra 1 and Geometry)	Same requirement	Same requirement
Science	3 credits, one of which must be Biology 1 (Biology EOC results count 30% of the final course grade), 2 of which must have a laboratory component • An Industry certification courses that lead to college credit substitute for up to 1 science credit (except for Biology 1) • An identified rigorous Computer Science course with a related industry certification substitutes for up to one science credit (except for Biology)	Same requirement	Same requirement

Social Studies	• 1 credit in World History • 1 credit in U.S. history (U.S. history EOC results count 30% of the final course grade), • .5 credit in U.S. Government • .5 credit in Economics	Same requirement	Same requirement
World Language**** (same language)	• 2 credit sequential (Not required for high school graduation, but required for admission into state universities)	Not required for high school graduation, but required for admission into state universities	
Fine and Performing Arts, Speech and Debate, or Prac. Arts	1 credit in Fine or Performing Arts, Speech and Debate, or specified Practical Arts (eligible courses specified in Course Code Directory)	Same requirement	Not required
Physical Education	1 credit in Physical Education to include the integration of health	Not required	
Electives	8 credits	3 credits	2 credits in career and technical education** 2 credits in a work-based learning program***
Electives (2023-2024 Freshman Cohort)	7.5 credits	2.5 credits	2 credits in career and technical education** 2 credits in a work-based learning program***
Financial Literacy (2023-2024 Freshman Cohort)	.5 credit	Same requirement	Same Requirement
Grade Point Average (GPA) Requirements[6]	Cumulative GPA of 2.0 on a 4.0 scale		

*At this time, industry certifications approved for meeting mathematics and science high school diploma requirements are NOT accepted as one of the 4 math or 3 natural science credits required for SUS admission and/or Bright Futures Scholarships.
** The courses must result in program completion and an industry certification.
*** A student may substitute up to two credits of electives, including one-half credit in financial literacy, for work-based learning program courses to fulfill this requirement.
**** A student can earn a Spanish I credit and/or a Spanish II credit with a combination of beg./int./adv. Spanish courses in middle grades. A combination of 2 M/J Spanish courses will equal 1 Spanish HS credit and all 3 courses will equal a credit in both Spanish I and Spanish II HS courses.

Scholar Designation	Merit designation
In addition to meeting the standard high school diploma requirements: • 1 credit in Algebra 2 or an equally rigorous mathematics course • Pass Geometry EOC • 1 credit in statistics or an equally rigorous mathematics course • Pass the Biology 1 EOC • 1 credit in Chemistry or Physics • 1 credit in a course equally rigorous to Chemistry or Physics • Pass the U.S. History EOC • 2 credits in the same World Language • Earn at least one credit in AP, IB, AICE or a dual enrollment course. A student is exempt from the Biology I or U.S. History assessment if the student is enrolled in an AP, IB or AICE Biology I or U.S. History course and the student and the respective AP, IB or AICE assessment; and earns the minimum score to earn college credit.	In addition to meeting the standard high school diploma requirements: • Attain one or more industry certifications from the established list (Florida Statute § 1003.492). ftp://ftp.hcsb.k12.fl.us/docs///Currciulum/2013-2014/CTE/GoldStandardArticulationIndexHernando.pdf

Biliteracy Designation – Starting 2016-2017 level of competency in listening, speaking, reading and writing in one or more languages in addition to English

Rule 6A-1.09951, FAC, Requirements for the Florida Seal of Biliteracy Program

Silver Seal of Biliteracy	Gold Seal of Biliteracy

1. Has earned four (4) foreign language course credits in the same foreign language with a cumulative 3.0 grade point average or higher on a 4.0 scale; or 2. Has earned a score or performance level on any of national or state level exams(school site will have chart)	**1. Has earned four (4) foreign language course credits in the same foreign language with a cumulative 3.0 grade point average or higher on a 4.0 scale and Level 4 or higher on the Grade 10 English Language Arts (ELA) Florida Standards Assessment (FSA); or 2. Has earned a score or performance level on any of the national or state level exams(school site will have chart)**

Florida High School ACCESS DIPLOMA Graduation Requirements STUDENTS ENTERING GRADE NINE IN 2017-2018 School year and Thereafter	
Subject Area	**24-Credit Program**
English/ Language Arts (ELA)	Four (4) credits Access English Language Arts (ELA)
Mathematics	Four (4) credits in Mathematics • Access Algebra 1, or Access Algebra 1A and Access Algebra 1B, • Access Geometry • Access Liberal Arts • Access Math for Data and Financial Literacy • Access Algebra 2
Science	Three (3) credits, one of which must be Access Biology 1 • Access Earth/Space Science • Access Physical Science • Access Biology I • Access Chemistry • Access Integrated Science
Social Studies	Three (3) credits • 1 credit in Access World History • 1 credit in Access U.S. History • .5 credit in Access U.S. Government • .5 credit in Access Economics
Fine and Performing Arts, Speech and Debate, or Practical Arts	1 credit in Fine or Performing Arts, Speech and Debate, or specified Practical Arts (eligible courses specified in Course Code Directory) http://www.fldoe.org/policy/articulation/ccd
Physical Education	1 credit in Physical Education to include the integration of health
Industry Certification	Not required
Electives	8 credits (suggested courses in the area of career and technical education)
Grade Point Average (GPA) Requirements[6]	Cumulative GPA of 2.0 on a 4.0 scale
*At this time, industry certifications approved for meeting mathematics and science high school diploma requirements are NOT accepted as one of the 4 math or 3 natural science credits required for SUS admission or Bright Futures Scholarships.	

C. EARLY GRADUATION

A student may choose the option of early graduation (less than eight semesters) if the student earns credits **required for a standard diploma under the 18 or 24 credit option** as set forth in Florida Statute

1003.4281. A student that has met all of the graduation requirements as prescribed by the State of Florida and the Hernando County School District and wishes to graduate before the end of the academic year, the following are required:

a. Notification in writing of the student's intent to graduate early.
b. Approval of the principal.

Early graduation students will continue to participate in school and social events and other specifically named events as if the student were still enrolled in high school including class ranking, honors, and award determinations as part of the student's cohort. The student will be allowed to participate in the graduation ceremony. If the student chooses to participate in the graduation ceremonies, he/she must attend all required practices and meet all other requirements as if he/she was still in attendance at the high school. A student who graduates from high school midyear (September 1-January 31) may receive an initial Bright Futures Scholarship award during the spring term following graduation if the student applies for the scholarship award no later than August 31 of the graduation year. (Office of Student Financial Aid – OSFA)

D. GRADE POINT AVERAGE (GPA)

GPA is defined as the numerical average represented by the point value of the letter grades earned divided by the number of courses. The point value is based on a standard scale of 4.0 with **no** weighting factor for different levels of difficulty. The scale is based on 4.0 (***A***), 3.0 (***B***), 2.0 (***C***), 1.0 (***D***) and 0 for any other grade (Florida Statute § 1003.437). Refer to the section on Grading for more information on course weights.

Students **must** earn a minimum grade point average (GPA) of 2.0 **unweighted** on a 4.0 scale for all credits attempted except, to meet graduation requirements (Florida Statute § 1003.4282).

E. CREDIT

1. Awarding Credits - Credits are awarded in one-half (½) credit increments per semester upon successful completion of course requirements. [Florida Statute § 1003.436 (2)].

   High School students may earn one-half (.5) credit for semester long courses. A student enrolled in a full-year course will receive one full credit (1.0) upon earning a passing course grade including any EOC requirements. Virtual School, Credit Recovery and Correspondence School grades may be averaged with regular high school grades for the same course number for purposes of awarding credit as defined above.

   Note: Any high school course for which a grade is awarded at the middle school (i.e.: Algebra I or Foreign Language) cannot be dropped from the transcript and will be used to calculate the GPA. The student may recover the grade under the Forgiveness policy (Florida Statute § 1003.4282).

2. Transfer Credits [Uniform Transfer of Middle and High School Credits Act FS § 1003.4282 (7)] - Student transferring to a Florida public high school in 2012-13 and thereafter from out of country, out of state, a private school, or a home education program or DJJ and the student's transcript shows an Algebra 1 course in progress, the student must pass the statewide, standardized Algebra 1 EOC assessment in order to earn a standard high school diploma unless the student:
   a. *These students must earn a comparative passing score on the Mathematics section of either the SAT or the ACT or PSAT* or

b. passed a statewide assessment in Algebra 1 administered by the transferring entity, or
c. passed the statewide mathematics assessment the transferring entity uses to satisfy the requirements of the Elementary and Secondary Education Act, 20 U.S.C. s. 6301.

If a student's transcript shows a credit in high school reading or English Language Arts II or III, in order to earn a standard high school diploma the student must:

a. Take and pass the grade 10 ELA assessment or
b. Earn a concordant score on the ACT or SAT

If a transfer student's transcript shows a **final course grade and course credit** in Algebra I, Geometry, Biology I, or United States History, the transferring course final grade and credit shall be honored without the student taking the requisite statewide, standardized EOC assessment and without the assessment results constituting 30 percent of the student's final course grade [Florida Statute § 1003.4282 (8)**].**

3. Procedures for Validating Credits (State Rule 6A-1.09941 and Rule 6A-1.09942) –
   a. Credits and grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value subject to validation. If the student does not possess an official transcript or is a home education student, previous credits shall be validated through performance during the first grading period.
   b. By Performance: A student transferring into a school shall be placed at the appropriate sequential course level and should have passing grades (middle grades) or a minimum grade point average of 2.0 (high school) at the end of the first grading period. Students who do not meet this requirement shall have credits validated using the Alternative Validation Procedure.
   c. Alternative Validation: If validation based on performance as described above is not satisfactory, then any one of the following alternatives shall be used for validation purposes as determined by the teacher, principal, and parent:
      i. Portfolio evaluation by the superintendent or superintendent's designee (middle and high;
      ii. Demonstrated performance in courses taken at other public or private accredited schools (middle) ;
      iii. Satisfactory performance in courses taken through dual enrollment or at other public or private accredited schools(High);
      iv. Satisfactory performance on nationally-normed standardized subject area assessments (middle and high);
      v. Satisfactory performance on a statewide standardized assessment (middle and high);
      vi. Written recommendation by a Florida certified teacher selected by the parent and approved by the principal (high) or
      vii. Written review of the criteria utilized for a given subject provided by the former school (middle and high).

Students must be provided at least ninety (90) days from date of transfer to prepare for assessments.

Note: Transfer grades which are received as numerical grades will be computed by using the grading scale provided by the sending school when possible. Certified School Counselors should access FASTER to obtain numerical grades. **Transfer grades received as letter grades and for which numerical grades were not available, will be computed by using the middle score (A=95%, B=85%, C=75%, D=65%, F=55%) of the number grade in use in Hernando County School District.**

F. OPTIONAL REQUIREMENTS

1. Service Learning and Volunteer Service (Florida Statute §1009.536) - High school students may receive one-half credit (for each 75 hours served) in a voluntary public service elective course (0500370) or in a voluntary school/community service course (2104330). For both programs, students are required to complete a Community Service Plan that describes the social problem being served, the plan for personal involvement and a final evaluation of the service experience. A maximum of one credit may be earned for community service. For more information on community service and high school credit, awards, and hours that may be counted, please contact the school counselor

   Service hours are not a requirement for graduation. However, it is a requirement for Bright Futures scholarship and must be completed after grade 8th promotion. Non-credit volunteer hours:
   a. Must have pre-approval from the Certified School Counselor and principal
   b. Can only be earned at a not for profit institution (501(c)(3) as well as educational institutions provided the volunteer hours are performed after school hours
   c. Must be submitted no later than the end of each month
      If you have questions concerning the type of organization contact your Certified School Counselor immediately.

2. World Language (Florida Statute § 1003.429)
   World language credit is not a requirement for graduation. However, Section 1007.261(1)(a), Florida Statutes, requires two credits of sequential foreign language instruction at the secondary level as a prerequisite for admission to all Florida state colleges and universities. **A student whose native language is not English is exempt of this requirement, provided that the student demonstrates proficiency in his/her native language.** Two credits of American Sign Language can satisfy the foreign language requirement. Students can fulfill this requirement as follows:

   a. Enroll in and complete two (2) consecutive courses of instruction at the high school level. The second consecutive year enrollment in the language may be waived only if there is a scheduling conflict and must have administration approval. The second year must be completed as soon as scheduling permits. **OR**

   b. Demonstrate competency to the second high school level or higher (i.e. Spanish 2, Creole 3, etc.) without taking the first course, **OR**
      Note: Placement of native speakers into language courses must be at an appropriate and challenging level (i.e. Spanish 2, Dual Enrollment, and Advanced Placement). School counselors should consult with the world language teacher and ESOL support staff for proper placement.

   c. Earn one high school credit at the middle school level and a subsequent credit at the high school level. Students pursuing the 18-credit graduation option who wish to satisfy the world language requirement for Language I and II through the credit by exam program process must arrange with the school counselor and the appropriate world language teacher for proper placement. [Refer to the FCCD]

      Note: Students may actually meet the state university admission requirement for world (foreign) language or American Sign Language without obtaining two credits. If a student is able to

demonstrate competency to the second high school level or higher (Spanish 2, Creole 2, etc.) without taking the first course, the student will be considered as meeting the requirement. Students able to show competency at the second level or higher without taking 2 credits in the same language will still be required to submit 18 credits as approved for state university admissions. Refer to the Bright Futures Course Table for the list of state university approved list.

G. COURSE SUBSTITUTIONS (High School)

1. Career and Technical Education (Florida Statute § 1003.4282) - A student who earns one industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one mathematics credit. Students who earn two certifications may substitute for up to two mathematics credits, except for Algebra I and Geometry. A student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one science credit, except for Biology I. Course code waiver numbers for mathematics and science have been added to the CCD for student transcript purposes.

   Some CTE courses identified in the FCCD and courses in which the student earns a nationally recognized industry certification have dual credit value and may be used to satisfy the following standard high school diploma requirements:
   a. One credit requirement in fine or performing arts, speech and debate, or practical arts

   Note: [1]At this time, industry certifications approved for meeting mathematics and science high school diploma requirements are NOT accepted as one of the four (4) math or three (3) natural science credits required for SUS admission.
   [2]As of 2015-2016, if a student seeks to attain CAPE Digital Tool Certificate or CAPE industry certification, this information must be included in the student's Individual Educational Plan (IEP).

2. Physical Education - One (1) credit in physical education to include the integration of health. Schools meet the physical education graduation requirements through:
   a. Health Opportunities through Physical Education (HOPE) [Florida Statute § 1003.428 (2)(a)(6)] **OR**
   b. Students may meet the requirement through .5 credit Personal Fitness and .5 credit of a Physical Education activity elective

   The **HOPE** option may be waived by the following:
   a. Participation in an interscholastic sport at the junior varsity or varsity level for two full seasons shall satisfy the one-credit requirement in physical education. **OR**
   b. Completion of one 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 extracurricular activity, or in a dance class shall satisfy one-half credit in physical education or one-half credit in performing arts. **This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an individual education plan (IEP) or 504 plan. Student will need to complete .5 credit in Personal Fitness.**
   c. Completion of 2 years in a Reserve Officer Training Corps (R.O.T.C.) class, a significant component of which is drills, shall satisfy the one-credit requirement in physical education and the one-credit requirement in performing arts. **This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an**

IEP or 504 plan. Student will need to complete .5 credit in Personal Fitness.

The school may not require that the one-credit physical education requirement be taken during the Grade 9 year [Florida Statute § 1003.428 (2)(a)(6)]. Refer to Florida Department of Education Technical Assistance Paper June 15, 2007. K-12: 2007-103.

3. Fine and Performing Arts:
   The fine or performing arts includes speech and debate or a practical arts course that incorporates artistic content and techniques of creativity, interpretation, and imagination. Eligible practical arts courses are identified with a "PA" designation in the Course Code Directory. [Florida Statute § 1003.428 (2)(a) (5)]. This requirement may also be fulfilled by completing the following:
   a. Two years of JROTC, a significant portion of which is drills. One credit of JROTC satisfies the performing arts requirement and one credit of JROTC satisfies the HOPE requirement. See the Physical Education section above [Florida Statute § 1003.4282 (3)(f)].

H. COURSE ACCOMMODATIONS/MODIFICATIONS

Accommodations are changes that can be made to the way students learn and how they are tested. They describe changes in format, response, setting, timing or scheduling that do not alter the curriculum or test in any significant way. Accommodations include changes made to the environment and /or teacher behavior, which supports a student's learning, such as teaching methods and materials, classroom assignments and tests, learning environment, strategies, time demands, and schedules.

1. English Language Learners (ELLs)
   English Language Learners (ELLs) will be enrolled in English through ESOL I, II, III and IV or English 1, II, III and IV to guarantee the necessary credits needed for graduation. Any exceptions **must** be documented through an ELL Committee meeting.

2. Students With an Active Section 504 Accommodation Plan (Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104)
   The Section 504 Team must meet annually to determine if a student's mental or physical impairment substantially limits one or more of an individual student's major life activities, such as learning, walking, seeing, hearing, speaking, and/or breathing. The team will consider a variety of sources such as: medical information, behavioral observations, checklists, classroom tests, teacher recommendations/reports, current grades, academic history, standardized-test reports or other reports. Any deviation and/or exemptions to the general-education content requirements would be the decision of the Section 504 team (with parent(s)/guardian(s) notification) and would be addressed on the Section 504 Accommodation Plan. Thus, the individual student's Active Section 504 Accommodation Plan would document the accommodations to the general-education content requirements needed for that student to ensure an equal opportunity to master the general-education content requirements.

3. Exceptional Student Education (ESE) Eligible Students - If accommodations have been provided for ESE students and the IEP committee determines that modifications would be necessary for the student's needs, a decision may be made to provide modifications to the curriculum.

Modifications to the curriculum are only used for students that are determined eligible for receiving instruction on Florida Access Points and that are looking to obtain a standard diploma using the course codes aligned with these standards. Modifications should be used to support the curriculum expectations and grading systems for students to reflect the student's expected level of performance. For students that participate in modified curriculum, the IEP team should frequently visit and determine that the standards based grading measures are being used in accordance with the progress towards the criteria set forward through the use of the Access Points. On the standardized assessment, the students on Access Points will participate on the aligned assessment to gain insight as to whether course progression towards the standards are being mastered. In this case, it is essential that all of the members of the IEP team, including the student and parent(s), have a clear understanding of how the student will be graded through the use of the Access Points along with progression towards IEP goals.

The School Board approves modifications to vocational courses to ensure students with disabilities the opportunity to meet graduation requirements for regular diploma. When modifying vocational courses, the particular outcomes and student performance standards that a student must earn credit must be specified on the student's IEP.

IV. DISTRICT/STATE ASSESSMENT REQUIREMENTS

The primary purpose of the student assessment program is to provide academic achievement and learning gains data to students, parents, teachers, school administrators, and school district staff. This data is to be used by districts to improve instruction and guide learning objectives (Florida Statute § 1008.22). Each student must participate in statewide standardized assessments at designated grade levels and for designated courses, as required by Section 1008.4282. The Florida Assessment of Student Thinking (F.A.S.T.) replaces the Florida Standards Assessment (FSA) for reading, writing and mathematics, measures Florida Standards in English Language Arts and Mathematics. Student achievement of the NGSSS benchmarks for science and social studies is measured by the FCAT 2.0.

A. ASSESSMENT CHARTS

The following charts represent district and statewide assessments administered to students in grades 3-12 designed to identify the educational strengths and needs of students and the readiness of students to be promoted to the next grade level or to graduate from high school.

Districtwide Assessments	
Assessment Type/ Purpose	**Assessment Name/Target**
Diagnostic: To determine the nature of the student's difficulty and areas of academic need	iReady K-8 ELA and Mathematics (grades 6-8, intensive students only) English Language Arts Progress Monitoring (11-12) Mathematics (AGA) STAR Assessments
Common Exams: To measure student progress toward academic goals for the marking period in the course	Mathematics grades 11-12 Quarter Checkpoints Science Quarter Checkpoints Social Studies Quarter Checkpoints
College Readiness: To measure college readiness skills and eligible students wishing to participate in Dual Enrollment	Post-Secondary Education Readiness Test (PERT) PSAT 10th Grade Students intending to participate in Dual Enrollment

State Assessment (Level 3 = On Grade Level)	**Grades Assessed**									
	3	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
Florida Assessment in Student Thinking in ELA - Reading	X	X	X	X	X	X	X	X*		

Florida Alternate Assessment in ELA										
B.E.S.T. Writing		X	X	X	X	X	X	X		
Florida Assessment in Student Thinking in Mathematics Florida Alternate Assessment in Mathematics	X	X	X	X	X	X				
Science NGSSS Assessment			X			X				
Civics NGSSS EOC Assessment (30% of course grade)					X					
Florida Civic Literacy Exam										X
Algebra 1 B.E.S.T./FAA EOC Assessment *	Administered to students who complete the respective coursework. The score is averaged as 30% of their course grade									
Geometry B.E.S.T./FAA EOC Assessment										
Biology 1 NGSSS EOC Assessment										
U.S. History NGSSS EOC Assessment										

***To earn a standard diploma, the student is required to score satisfactory (Level 3, on grade level) or higher on the grade 10 ELA and Algebra 1 EOC or achieve a concordant/comparative score on a college readiness assessment.**

10th Grade ELA FAST Concordant/Comparative Scores that Meet Graduation Test Requirement		
All students entering 9th Grade 2022-2023 and after		
Assessment	**Assessment Scale**	**Concordant Score**
SAT Reading and Writing section	200–800	490
PSAT/NMSQT Reading and Writing section	160–760	470
PSAT 10 English and Writing section	160–760	470
ACT English and Reading subject test (averaged)	1–36	18
PreACT Secure English and Reading subject test (averaged)	1–36	18
CLT Grammar/Writing and Verbal Reasoning subtest tests (sum)	0–80	39
CLT10 Grammar/Writing and Verbal Reasoning subtest tests (sum) 0–80	0–80	39
Algebra I EOC Concordant/Comparative Scores that Meet Graduation Test Requirement		
All students entering 9th Grade 2022-2023 and after		
Assessment	**Assessment Scale**	**Concordant Score**
SAT Math	200–800	420
PSAT/NMSQT Math	160–760	430
PSAT 10 Math	160–760	430

ACT Math	1–36	16
PreACT Secure Math	1–36	16
CLT Quantitative Reasoning	0–40	14
CLT10 Quantitative Reasoning	0–40	14
Statewide, Standardized Geometry EOC Assessment	Achievement Level 1–5	Achievement Level 3

Students who entered grade 9 in the 2022–2023 school year (who would be seniors during the 2025–2026 school year) can use either the previous or the newly-adopted concordant/comparative scores to meet their assessment graduation requirements.

Students who enter grade 9 in the 2025–2026 school year, or students who entered grade 9 in the 2023–2024 through 2024–2025 school years and have not yet earned a concordant/comparative score by the August 1st, 2025, will be required to use the B.E.S.T.-aligned concordant/comparative scores.

B. DISTRICT/STATE ASSESSMENT ACCOMMODATIONS FOR SPECIAL PROGRAM STUDENTS

1. English Language Learners (ELL) - On classroom assessments and district common assessments, like the Balanced tests, lesson, chapter, unit tests and nine-week exams accommodations listed on the district's strategy sheet or other documented adaptations appropriate to the student's language proficiency level may be provided. The use of Model Performance Indicators (MPIs) based on the WIDA tools for assessment is encouraged.

   English Language Learners (ELLs) must take all required state and district achievement tests unless they have an IEP or ELL Plan, which indicates otherwise [State Board of Education Rules 6A-1.09432(2) and 6A-6.0909]. Accommodations to **statewide testing, like FSA and EOCs**, are limited to the following:
   a. flexible setting
   b. flexible scheduling
   c. flexible timing
   d. state-approved Heritage Language Dictionary or Glossary, and
   e. limited assistance by the ESOL, or heritage language teacher, or paraprofessional using the student's heritage language

   ELLs **must** have access to an English-to-heritage language translation dictionary or glossary, such as those made available in instructional settings for ELL students. When a student is classified as both ESOL and ESE, all accommodations listed on their IEP as well as their ELL Plan **must** be offered. Parents/guardians are notified in writing of all accommodations offered to their child. A copy of this document is maintained in the ELL folder.

2. Students With An Active Section 504 Accommodation Plan (Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104)
   Accommodations will be provided based on the completed and annually reviewed form. Students with active Section 504 Accommodation Plans may be eligible to receive appropriate accommodations on both School District and state assessments. The Section 504 Team should refer to the student's past performance on standardized tests and the classroom testing

accommodation section of the Section 504 Accommodation Plan to determine how the disability could substantially interfere with his/her performance. If so, the Section 504 Team will determine the necessary and appropriate accommodations for district and state assessments.
Testing accommodations during School District/State testing will be implemented as appropriate and as specified in the student's 504 Accommodation Plan based on the student's need and requirements represented in the respective test manual. The 504 Accommodation Plan must specify standard administration with accommodations.

3. Exceptional Student Education (ESE) Eligible Students
   Testing accommodations during School District/state testing will be implemented as appropriate and as specified in the student's IEP based on the student's need and requirements represented in the restrictive test manual. The IEP **must** specify:
   a. standard administration or administration with accommodations
   b. accommodations

Note: Specific information regarding accommodations for each assessment instrument can be found in the *Statewide Assessments Accommodations Guide, 2023-2024.*

4. Computer Based Testing Accommodations
   Computer based testing accommodations are provided for students with disabilities enrolled in public schools with current IEPs or Section 504 plans and English Language Learners (ELLs) based on the student's need and requirements represented in the respective Computer-Based Test Administration Manual.

   Accommodations are changes that can be made to the way students learn and how they are tested. They describe changes in format, response, setting, timing or scheduling that do not alter the curriculum or test in any significant way. Accommodations include changes made to the environment and /or teacher behavior, which supports a student's learning, such as teaching methods and materials, classroom assignments and tests, learning environment, strategies, time demands, and schedules.

5. Accommodations for students taking an industry certification exam varies based on each industry recognized certified agency. The course instructor should be notified of any requested accommodations to begin the 3rd party approval process.

C. EXEMPTIONS FROM DISTRICT/STATE ASSESSMENTS FOR SPECIAL PROGRAM STUDENTS

1. English Language Learners - English Language Learners shall be assessed for academic progress using guidelines established under Section 1008.22, F.S.

   Students who will receive a standard diploma **must** achieve passing scores on the Statewide Standardized Assessment or meet the concordant subject area test score on a State Board of Education approved alternate assessment and satisfy student performance standards for each course in Grades 9-12 for which credit toward graduation is awarded. Students with a disability may meet certain criteria for waivers from this graduation requirement [Florida Statute § 1008.22(3)(c)5; Florida Statute § 1003.428(3); Florida Statute § 1003.43(4); Florida Statute § 1003.438; State Board of Education Rule 6A-1.0995-6]. A student who has taken the Statewide Standardized Assessment a minimum of once without earning a passing score may satisfy the

Statewide Standardized Assessment requirement by achieving an equivalent score on an alternate assessment, the ACT or SAT. The one-time test administration requirement shall not apply to a new student who enters the Florida public school system in Grade 12 who may either achieve a passing score on the Statewide Standardized Assessment or use approved subject area concordant score to fulfill the graduation requirement [Florida Statute § 1008.22(9)].

Pursuant to FS 1003.433(3) and FAC 6A-1.09422

For English Language Learners who have been enrolled in an ESOL program for less than two years and have met all other requirements for graduation except for the state assessment(s), the following two options for determining whether students have satisfactorily demonstrated grade-level expectations that can be interpreted as a measure of grade 10 level achievement in ELA are:

Assessment Option

Assessment	Criteria
Chalk Talk	Grade 10 Lexile of at least 905L
ACCESS for ELLs	4 in Reading and 4 overall
AICE English General Paper	Passing score of A, B, C, D, E
Curriculum Benchmark Assessments	Passing score of 70% or higher

Portfolio Option

The use of a portfolio of student work, which will:

- Contain artifacts that are evidentiary of grade 10 ELA standards being met with a score of 70% or higher;
- Include student work that has been independently produced in the classroom; and
- Be signed by the teacher and principal that it is an accurate assessment of the required skills for meeting the graduation requirements of the state of Florida.

English Language Learners who have completed the credits required for graduation and who have failed to meet the 10th grade standards as measured by the Statewide Standardized Assessment shall be eligible for compensatory education for "a thirteenth year" as provided in Florida Statute § 1003.43 State Board Rule 6A-6.0909.

English Language Learners who failed to meet the standards after completing the "thirteenth year" may be eligible to be reported for FTE funding in the appropriate courses in the adult education program of the Florida Education Finance Program (State Board Rule 6A-6.0909).

2. Students With An Active Section 504 Accommodation Plan - Students with active Section 504 Accommodation Plans may **not** be exempted from District or state assessments. However, the Section 504 Team **must** determine whether a student with an active Section 504 Accommodation Plan may need testing accommodations. Testing accommodations are determined by the Section 504 Team.

3. Exceptional Student Education (ESE) Eligible Students - The IEP Team determines whether an ESE-eligible student participates in state and School District assessments. The decision to exclude any ESE-eligible student **must** be documented in the student's IEP and **must** meet the following criteria:

a. The student is unable to master grade level general content standards pursuant to Rule 6A-1.09401, F.A.C., even with accommodations, assistive technology, or accessible instructional materials.
b. The student is participating in a curriculum based on access points pursuant to Rule 6A-1.09401, F.A.C., for all academic areas.
c. The student requires direct instruction in academics based on access points in order to acquire, generalize and transfer skills across settings.

In accordance with Florida Statute § 1003.5715, separate parental consent is required for instruction in access points curriculum and administration of an alternate assessment. The district may not implement the changes without parental consent unless the district documents reasonable efforts to obtain parent's consent and the parent has failed to respond or the district obtains approval through a due process hearing and resolution of appeals.

Statewide Standardized Assessment Waiver for ESE-Eligible Students
(S.1008.22(3)(c)2., F.S., states that students with disabilities can be eligible for a waiver of statewide, standardized assessment results for the purpose of receiving a course grade and a standard high school diploma.)

i. The Statewide Standardized Assessment graduation waiver process is designed for consideration of students with disabilities who may be eligible for a waiver on the reading sections of the assessment.
ii. District responsibilities
In order for the Statewide Standardized Assessment graduation requirement to be waived, the IEP team must meet to determine whether or not the assessment can accurately measure the student's abilities, taking into consideration allowable accommodations.
iii. Eligibility criteria
To be considered for a waiver from the Statewide Standardized Assessment graduation requirement, the student must:
    - Be identified as having a disability as defined in Florida S 1007.02(2).
    - Have an individual educational plan (IEP).
    - Have demonstrated proficiency in the core content knowledge and skills needed for a standard high school diploma.
    - Have taken the Grade 10 Statewide Standardized Assessment with appropriate, allowable accommodations at least once but recommended twice.
    - Be progressing toward meeting the state's 24 credit/ ACCEL 18 credit and 2.0 cumulative grade point average (GPA) requirements and any other district requirements for graduation with a standard diploma.

To be considered for the waiver from the EOC assessment requirement (Algebra 1, Geometry, US History, Biology, Civics), the student must meet all of the following criteria:
    - Be identified as a student with a disability, as defined in Florida Statute § 1007.02(2)
    - Have an active individual educational plan (IEP)
    - Have taken the EOC assessment with appropriate allowable accommodations at least once but recommended twice
    - Have demonstrated, as determined by the IEP team, achievement of the course standards

- The EOC score may be excluded for 30% final grade calculation purposes for ESE students, in accordance with state waiver provisions. However, if the EOC score improves the student's overall grade, it may be included at the school's discretion.

iv. Additionally, to ensure that each student has had every opportunity to pass the Statewide Standardized Assessment, participation in the assessment during the spring semester of senior year is recommended.

v. Under Florida Statute § 1003.433(1), a student who transfers from another state in 12th grade must pass the Grade 10 Reading Assessment or an alternate assessment that is concordant with the Statewide Standardized Assessment; earn a 2.0 GPA; and meet all requirements of the school District, or state from which he or she is transferring OR meet Florida's course requirements in order to earn a standard diploma. A transfer student may be considered for the waiver.
*A student who has solely been identified as Hospital/Homebound would not be eligible for a waiver.

V. STANDARD DIPLOMA

A student who meets all of the high school graduation requirements is awarded a standard diploma in a form prescribed by the State Board of Education. Transfer students wishing to receive a diploma from a Hernando County high school or participate in graduation ceremonies must meet all district and state graduation requirements. The Hernando County School District will certify completion of a course of study with one of the following:

A. 24 Credit Option or 18 Credit - Academically Challenging Curriculum to Enhance Learning (ACCEL) Option

A standard diploma is awarded to students who meet all criteria (18 or 24 credits and assessments) established by the School Board, Florida Statute § 1003.4282, Florida Statute 1003.3105(5). Refer to graduation charts.

Home Education/Transfer (N998 and 7004) students wishing to receive a high school diploma from Hernando *e*School must:

a. meet the District's graduation requirements including passing scores on statewide assessments
b. be a full-time student with Hernando eSchool (open enrollment dates are 90 days from the district's start date, until two weeks prior the district school start date).

Note: eSchool student must comply with the grading timelines and clearance as all other graduating seniors. Hernando eSchool does not calculate and award the distinctions of *Valedictorian* and *Salutatorian,* class rankings. Seniors that enroll outside of the fall open enrollment window for Hernando eSchool during the school year can take courses with eSchool. If they meet full time eligibility requirements during the spring open enrollment window and they are still enrolled with Hernando eSchool, they can receive their diploma over the summer. Students may not take completed transcripts back to their zoned school for graduation purposes.

B. ACCESS DIPLOMA – Refer to chart on page 62

C. CAMBRIDGE ADVANCED INTERNATIONAL CERTIFICATE of EDUCATION DIPLOMA

Diploma Section 1003.4282, F.S., defines the revised options for earning an AICE Diploma. Students must Ffield earn equivalent minimum of seven credits by passing a combination of examinations at either double credit (A level) or single credit (AS level), as follows. The core AS Level Global Perspectives and Research (mandatory – one credit) and six credits selected from the following subject group areas: 1. Mathematics and Sciences (minimum of one credit) 2. Languages (minimum of one credit) 3. Arts and Humanities (minimum of one credit) 4. Interdisciplinary and Skills Based (optional – maximum of two credits). The Cambridge AICE Diploma is awarded at Distinction, Merit or Pass level depending on the passing grades earned on the AICE subject examinations. For Cambridge AICE exams, the passing letter grades range from A* (at A level only) to E with A* being the highest. The lowest passing grade of E is comparable to a US course grade of C or a 3 on an AP examination. Students who do not qualify for a Cambridge AICE Diploma will receive AS or A Level General Certificate of Education (GCE) subject certificates for the subject examinations passed and must meet all general diploma requirements

D. INTERNATIONAL BACCALAUREATE DIPLOMA

This type of diploma is awarded to students who meet defined standards and conditions as established by the International Baccalaureate Organization (IBO). Students who earn at least 24 credits and complete the International Baccalaureate (IB) curriculum requirements will satisfy district and state course requirements for graduation with an IB Diploma. To fulfill Florida Statute § 1003.43 requirements for the IB diploma curriculum, students must complete required coursework and internal and external assessment requirements

E. AP CAPSTONE

The AP Capstone Diploma is granted to students who earn scores of 3 or higher in AP Seminar and AP Research exams and on 4 additional AP Exams of their choosing. The AP Seminar and Research Certificate is granted to students who earn scores of 3 or higher in both AP Seminar and AP Research.

Note: Any student who needs to meet graduation requirements under the 24 credit or ACCEL 18 credit graduation option may elect to remain in the high school either as a full-time student or a part-time student for up to 1 additional year and receive special instruction designed to remedy his or her identified deficiencies [Florida Statute § 1003.43(10(b)) (Florida Statute § 1003.428 (7)(b)].

F. GRADUATION DEFERMENT

Students with disabilities may be eligible to defer receipt of the standard high school diploma and continue to receive services through public education. This decision must be made the year in which the student is expected to graduate. However, the student will participate with the graduation class in the year he/she meets graduation requirements.

Options available for deferment include:

1. Accelerated college credit instruction
2. Industry certification courses that lead to college credit
3. Collegiate high school program
4. Course necessary to satisfy the Scholar designation requirement
5. Structured work-study, internship, or apprenticeship programs

Benefits for deferral will vary depending on the individual student needs and program selected. Generally, deferral allows the student to have access to college course work, provides vocational training, preparation for college admission, or job skills training.

VI. DIPLOMA DESIGNATIONS and SEALS

Students who satisfy course and testing requirements above-and-beyond those required for a standard diploma may earn diploma designation(s) which may be in the form of a seal, sticker, stamp, or text.

1. **Scholar** – Refer to the Florida High School Graduation Requirements
2. **Merit** – Refer to the Florida High School Graduation Requirements
3. **Seal of Biliteracy** – Students may receive foreign language recognition on their diploma and transcript if they graduate with a standard diploma (18 or 24) credits and attain a high level of competency in listening, speaking, reading, and writing in one or more foreign languages. (Florida Statute § 1003.432 and SB Rule 6A-1.09951)

   Gold Seal of Biliteracy

   a. Earn four (4) foreign language credits in the same language with a 3.0 GPA and Level 4 or higher on the Grade 10 English Language Arts (ELA) Florida Standards Assessment (FSA) and
   b. A qualifying score or performance level on an approved nationally recognized examination on the state board rule list ; or
   c. Demonstrate language proficiency through maintenance of a portfolio for languages which are not tested on the nationally recognized examinations state board rule list.

   Silver Seal of Biliteracy

   a. Earn Four (4) foreign language credits in the same language with a 3.0 GPA and
   b. A qualifying score or performance level on an approved nationally recognized examination on the state board rule list or
   c. Demonstrate language proficiency through maintenance of a portfolio for languages which are not tested on the nationally recognized examinations state board rule list.

Note: A high school student who did not enroll in, or complete, foreign language courses, shall be awarded four (4) foreign language high school course credits, upon attaining at least the minimum score or performance level set forth in subparagraph (3)(a)2. for the Silver Seal of Biliteracy." If a student earns a course credit through passage of a CLEP
| or AP examination, a credit is awarded per the Credit Acceleration Program (CAP), [Section 1003.4295 (3)]. For the seal of biliteracy, no more than four (4) credits in a foreign language should be awarded. Therefore, three (3) more foreign language credits would be awarded for a total of four (4). Data Element Code SB should be use for credits awarded for passing scores and should be reported in Survey 5.

Foreign Languages Waiver Code Does Count for Bright Futures (0791920)

For Students Qualifying for a Seal of Biliteracy Who Use the World Languages Transfer Codes, Make Sure to Add the Foreign Languages Waiver Code to Indicate the Student Demonstrates Proficiency to the Second Level in a World Language and Maintain Evidence/Documentation Locally, Thus Meeting the Bright Futures World Language Requirement

VII. HONORS AND RECOGNITIONS **(Elementary, Middle and High School)**

Academic recognition will be based on the courses that the student was enrolled in for the grading period. This policy applies to all students regardless of the program. Data for honor recognition shall be obtained from the automated student database whenever possible and will be computed on the four-

point system (weighted). Honor recognition for outstanding performance in all subjects shall use the following guidelines:

1. Honors and Recognitions - Elementary
   a. End of nine week recognitions - Students may be recognized at the end of each nine-week grading period for outstanding performance in all subjects:
      - **Honors:** A,B, and S grades
      - **Principal's List:** A and S grades only
   b. End of year recognitions:
      Students may be recognized at the end of the school year for outstanding performance in all subjects:
      - **Superintendent's Award:** A and S grades in all subjects for the entire school year
      - **Principal's Award:** Final averages of A and S with no grade less than a B in all subjects
      - **Honors Award:** Final averages of A, B, and S with no grade less than a C in all subjects
   c. Recognition for Perfect Attendance:
      Students may be recognized for good attendance at the end of each nine-week grading period and/or at the end of the school year.

2. Honors and Recognitions - Secondary
   - **Highest Honors/Superintendent's List:** 3.80 or higher GPA and no grade lower than a "B"
   - **High Honors/Principal's List**: 3.50-3.79 GPA and no grade lower than a "B"
   - **Honor Roll:** 3.0-3.499 GPA with no grade lower than a "C"

   Any student earning a grade point average (GPA) of 3.50 or higher on his/her report card, who has received a grade below a "B", but no grade lower than a "C", will receive Honor Roll designation rather than Highest Honors/ Superintendent's List or High Honors/ Principal's List.

3. Honors Recognition at Graduation
   A student graduating with a standard diploma including a student who has graduated early, may have one or more of the following special designations as defined below and based on grade point average computed to four decimal places at the end of second semester as soon as final grades are verified.
   a. **Honors:** To receive an Honors designation on the diploma, the student must have achieved all criteria and graduation requirements and have an overall weighted grade point average of 3.0-3.499.
   b. **High Honors:** To receive a High Honors designation on the diploma, the student must have achieved all the criteria and graduation requirements and have an overall weighted grade point average of 3.50-3.799.
   c. **Highest Honors:** To receive a Highest Honors designation on the diploma the student must have achieved all the criteria and graduation requirements and have an overall weighted grade point average of 3.80 or higher.
4. Valedictorian and Salutatorian **(High School Only)**
   To be eligible for valedictorian or salutatorian recognition, a student must have attended the same Hernando County School District public school for three years, two of which must be the junior and senior years.
   a. The **weighted grade** point average will be used to determine the student's ranking in class and the Valedictorian and Salutatorian. Parent(s)/guardian(s) should be aware that the weighted grade point average might not necessarily increase a student's chances for scholarships or

admission to in-state or out-of-state colleges or universities.

i. The valedictorian/salutatorian award will be based on high school level course grades earned including DE courses.
ii. The valedictorian will be the student with the highest weighted average carried to the ten-thousandth place (four digits after the decimal) **at the end of first semester of his/her senior year as soon as grades are verified.**
iii. The salutatorian will be the student with the second highest weighted average carried to the ten-thousandth place (four digits after the decimal) **at the end of first semester of his/her senior year as soon as grades are verified.**
iv. In the case of a tie for the highest weighted average, co-valedictorians will be named, and the student with the third highest weighted average will be designated as salutatorian. In the case of a tie for the second highest weighted average, co-salutatorians will be named.

b. In the event of district-initiated boundary changes, (i.e. rezoning, closing a program or school) a student who is required to change schools will be eligible to share the recognition as valedictorian or salutatorian with a fully eligible student, without meeting the three-year attendance requirement in the same school. However, the student must have been enrolled in the District public schools for three years. The criterion for GPA still applies.
c. If a student elects to change schools by changing their educational choice status, they must meet the three-year enrollment requirement as stated above.
d. **A Valedictorian or Salutatorian who commits a major infraction of the code of conduct and/or felony arrests that pose a safety concern during their graduating year will forfeit their designation and may be prohibited from participating in the graduation ceremony. The next highest-ranked student will be elevated to the Valedictorian or Salutatorian position.**
e. Each high school will determine the procedures for their graduation ceremony.

Note: Graduating students who are not part of the graduating cohort will not be considered for class ranking recognition (i.e. top 10%, 20%, valedictorian, and salutatorian)

VIII. GRADUATION CEREMONY **(High School)**

The high school graduation ceremony is an event to celebrate students who have successfully met the academic and extracurricular requirements for graduation. Therefore, all graduating seniors must complete all senior clearance procedures prior to participating in graduation ceremonies. Students who have completed all requirements for a Standard Diploma will be permitted to participate in the graduation ceremonies at the school in which they are enrolled provided all financial obligations are satisfied and behavioral standards are met and maintained throughout the graduation ceremony. In addition, to participate in the graduation ceremony, the student is required to attend graduation practice. Major infractions of the code of conduct and/or felony arrests that pose safety concerns may prohibit a student from participating in the graduation ceremony and other extra-curricular activities

In addition, students who graduate early but have not participated in a graduation ceremony will be permitted to participate in the graduation ceremony for their cohort. **While a student who graduates early is permitted to participate in school activities and social events, the student must comply with district school board rules and policies.**

Any student who fulfills graduation requirements at the end of the first semester will have the graduation date of December entered. Any student who fulfills graduation requirements at the end of the second

semester will have the graduation date of June entered.

In the event of the death of a Hernando County high school student in Grade 12 prior to the completion of all state requirements for graduation, the parent(s)/guardian(s) will receive an honorary diploma in the name of the student. If the student had completed all of the state graduation requirements prior to his/her death, the parent(s)/guardian(s) will receive the diploma earned.

IX. FLORIDA DEPARTMENT OF EDUCATION BRIGHT FUTURES (Florida Statute §1009.53)

The Florida Bright Futures Scholarship Program consists of four awards:
1) Florida Academic Scholars Award (FAS),
2) Florida Medallion Scholars Award (FMS),
3) Florida Gold Seal Vocational Scholars Award (GSV), and
4) Gold Seal CAPE Scholar (GSC).
Each award has its own academic eligibility requirements, award amounts, and funding length. A student may receive funding for only one of the above awards. The highest award earned by the student will be selected (Florida Statute § 1009.53). Bright Futures program requirements are listed in the Florida Counseling for Future Education Handbook or the Office of Student Financial Assistance website at: http://www.FloridaStudentFinancialAid.org/SSFAD/bf/acadrequire.htm

Note: A student who graduates from high school midyear may receive an initial Bright Futures Scholarship award during the spring term following the student's graduation, as long as the student submits the Florida Financial Aid Application by August 31st prior to the intended graduation date and meet the academic school year scholarship requirements.

X. COLLEGE ADMISSION REQUIREMENTS and COLLEGE ENTRANCE EXAMINATIONS

Refer to the postsecondary institution for admission requirements. General information and test dates offered by the College Entrance Examination Board for the SAT and by American College Testing for the ACT are available in the guidance offices at each high school. Information is also available on-line at www.collegeboard.com and www.act.org. Both the SAT and the ACT are administered at a number of locations in Florida.

XI. EXTRACURRICULAR ACTIVITIES

Extracurricular activities are defined as activities outside the scope of the regular academic curriculum. Schools may establish criteria for student participation to include but not limited to: passing grades, overall 2.0 GPA, attendance, outstanding notice of obligations and discipline violations unless special arrangements have been approved by the principal or designee.

1. Field Trips (School Board Policies 2340 and 8640) - A field trip which is directly related to a unit of instruction being studied by a particular group of students shall be considered an educational field trip. A trip which is not directly related to the instructional program but which is related to a school-sponsored or connected activity shall be considered an extracurricular trip.
    - The student must be reported as present for the entire school day in order to participate in extracurricular activities or field trips.
    - When possible, the Student will take the method of travel approved by the school and/or required by event. The principal or principal's designee can make exceptions to allow the student to be transported by parent(s) or guardian(s).

- The Student will return from the activity by the same method of travel which was used to get to their destination unless prior approval of the principal or principal's designee.
- Any student expelled from riding a bus will not be permitted to ride on district approved transportation to field trips.

2. Athletic Eligibility ( ) - Refer to the district Board approved Athletic Handbook.

XI MISCELLANEOUS

1. Annual Report - Each district school board must annually publish on the district website and in the local newspaper the following information on the prior school year [Florida Statute §1008.25(8)(b)]:
   a. The provisions of this section relating to public school student progression and the district school board's policies and procedures on student retention and promotion [Florida Statute § 1008.25(8)(b)1].
   b. By grade, the number and percentage of all students in grades 3 through 10 performing at Levels 1 and 2 on the reading portion of the Statewide Standardized Assessment [Florida Statute §1008.25(8)(b)2].
   c. By grade, the number and percentage of all students retained in grades 3 through 10 [Florida Statute § 1008.25(8)(b)3].
   d. Information on the total number of students who were promoted for good cause, by each category of good cause as specified in paragraph (6)(b) [Florida Statute 1008.25(8)(b)4].
   e. Any revisions to the district school board's policy on student retention and promotion from the prior year [Florida Statute § 1008.25(8)(b) 5].
   Schools' financial reports may be found on the district website at https://www.hernandoschools.org/departments/budget-finance/financial-transparency-data

   f. [Florida Statute §1010.215]

Finance

1. Cafeteria - All students are provided a breakfast and lunch at no cost. Students/Parents may not order food or have food from outside vendors delivered to the school campus. It is a violation of the Competitive Food Rule as stated in the Florida Administrative Code and the Code of Federal Regulation for food deliveries to be made to school sites during the school day.

2. Charitable Drives/Fundraising -
   a. Student participation in all fundraising and charitable drives is voluntary.
   b. Elementary and middle school students are not allowed to do door-to-door solicitation at any time.
   c. All students selling articles for any school will have a current letter of introduction signed by the school principal. This applies to all organizations within the school, i.e. classes, clubs and athletic departments.
   d. Selling and/or distributing food items as fundraisers **may** be allowed on **secondary** school grounds one hour or more after the completion of school lunch periods with approval from the Principal and/or District designee.

3. Fees/Dues - In accordance with Florida Statute §1006.28 (3)(b), parent(s)/guardian(s) and students are held liable for the full replacement cost of any lost or damaged instructional materials.
   a. **Course Fees**:
      Fees for certain courses, clubs and activities may be charged. The student, upon registering, is expected to agree to pay the fee. Fees listed in the Board- approved fee schedule are the maximum allowable. 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.

   All financial obligations of students will be kept in the bookkeeper's office. All obligations are expected to be satisfied annually. A student's participation in extracurricular activities may be denied until all financial obligations are satisfied. Participation in graduation exercises will be denied until all financial obligations are satisfied.

CLASS/CLUB FEES			
	Elementary	**Middle**	**High**
Activity Fee			
K-12 General Activity	$20.00	$20.00	$20.00
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.			
CTE PROGRAM FEES (per program)			
Secondary CTE Programs (per year)		$ 30.00	$50.00
OTHER CLASS FEES (annual)			
Art – per class (per semester)		$10.00	$20.00
Band		$15.00	$150.00
Band Auxiliary			$130.00
Band Camp			Varies by site
Band – rental of school owned equipment		$40.00	$40.00 each
Chorus		$10.00	$40.00
Drivers Education			$45.00
Health Opportunity for Physical Education (HOPE)			$5.00
Humanities			$5.00
Journalism			$5.00
ROTC			$20.00
Science Lab – 6-8		$15.00	$20.00
CLUB FEES (annual)			
BETA Club		$30.00	$40.00
DCT, DECA			$25.00
ESOL Club			$10.00
FFA, FCCLA			$15.00
Florida Federation of Color Guards Circuit & Winter Guard International (FFCC/WGI)			Varies by Site
HOSA			$31.00

Robotics			$25.00
French			$10.00
German			$10.00
Guitar Class			$40.00
Honor Society (French, German, Spanish)			$20.00
Key Club			$20.00
Latin Club			$15.00
National Honor Society			$20.00
Robotics			$25.00
Skills USA			$20.00
Spanish			$10.00
Technology			$5.00
Theatre/Drama/Acting Class			$40.00
Thespian Club			$20.00
Tri-M Club			$20.00
Yearbook			$5.00
OTHER FEES	**Elementary**	**Middle**	**High**
Adult Education			$30.00
Advanced Placement Test Fee (student wishing to test but not enrolled in an AP course or non HCSB student wishing to take the test at their zoned school)			$98.00 Subject to change
PSAT (upper classmen)			$16.00 Subject to change
Dual Enrollment – Overdue materials per day			$2.00
Dual Enrollment – lost material after due date			$20.00
Graduation (not to exceed)			$85.00
Lockers		$ 5.00	$10.00
Media – overdue materials per day		$ .05	$ .05
Media – copies		$ .10	$ .10
Parking – per semester			$25.00
Parking Violations			$25.00
PE Uniform		$25.00	$35.00
Postsecondary Education Readiness Test (PERT)		$5.00	$5.00
Transcripts			$2.00
ATHLETIC FEES			
First Sport		$50.00	$60.00
Second Sport		$30.00	$40.00
Third Sport		$10.00	$20.00
Family (Same School)		$160.00	$200.00
Individual Cap		$90.00	$120.00

- **Athletic fees must be paid prior to the student participating in the sport**
- **The athletic fee does not guarantee playing time, only the opportunity to be on the team when an eligible student is selected.**

4. Returned Checks (**NOTICE TO PARENT(S)/GUARDIAN(S) REGARDING RETURNED CHECK POLICY)**

In an effort to curb the internal cost our district bears each year for returned checks (Non-Sufficient Funds-NSF, Account Closed, Fraud and Stop Payment), we have contracted with an outside check collection agency.

This collection agency will be in charge of collecting checks for our district that are not honored by the check writer's bank. In addition to the face value of the check, service charges and bank fees will be added to each returned check based on the laws of the State of Florida. The following is a summary of the base service charge authorized by the State of Florida for returned checks:

Amount of Check Written	Service Charge
$.01 to $50.00	$25.00
$50.01 to $300.00	$30.00
$301.00 to $800.00	$40.00
$800.01 – plus	5% of Face of Check

All returned checks will be directly sent to the check collection agency once dishonored. Should your check be dishonored by your bank, the collection agency will send a letter explaining the breakdown of the fees and charges.

5. Student Insurance - Student accident insurance is available to all students. During the first week of school, the students will be given an insurance packet citing the prices, types of coverage, and procedures to follow for enrollment in the student accident insurance plan. Athletes and cheerleaders are required to have this coverage or proof of equivalent coverage in order to participate in any athletic or cheerleading activity. Student accident insurance may also be purchased on a 24-hour basis (see Athletic Handbook for further details).

How to File an Insurance Claim:

All accidents to students must be reported to the school's clinic. All students covered by the student accident insurance policy should request the "claim form" required by the insurance company. The form should be completed with the help of the school secretary. All the pertinent information required on the form must be completed.

Health

1. Blood Drives - The Hernando County School District assists LifeSouth Community Blood Centers and the community by sponsoring on campus blood drives two times (2x) each school year. While the School Board permits LifeSouth to conduct blood drives on its campuses, donation is not required. If any 17 year old student wishes to give blood, his or her parent(s) or legal guardian(s) must read and sign the permission form prior to a student being allowed to donate blood. LifeSouth staff will be contacting parents to verify their permission prior to the blood drive. All students who donate blood will not be allowed to participate in any practice, physical education or any other activity that requires strenuous exertion on the day of the donation.

   The screening process for blood donation, which includes weight, blood pressure, temperature and health assessment, is completed by LifeSouth Community Blood Center personnel. Parent(s) or guardian(s) should know that an adverse reaction, which may include dizziness, fainting or slight drop in blood pressure may occur under rare circumstances. It is the School District's recommendation that all students eat foods containing a protein and a carbohydrate prior to any blood donation and donation is denied for any students who have not eaten within 2 hours of donation. Nourishment should be provided by LifeSouth Community Blood Center as needed.

2. Students with Special Health Care Needs - Parent(s)/guardian(s) are requested to notify the principal or school health professional in writing if there are any known health problems, allergies or chronic illness which may affect the student's successful participation in school activities. The school personnel must be aware of conditions that may justify prescribing special attention to the student during school hours. For some conditions it may be necessary for the parent(s)/guardian(s) to obtain written instructions from a physician and assist in the development of a health care plan. Parents are required to complete a parent health care packet including any required physician orders for medication and/or treatments annually - signed after July 1st. The overseeing Registered Nurse will use this information to develop a health care plan if applicable. Health care plans must be completed each school year Parent(s)/guardian(s) are requested to schedule a conference with the registered nurse assigned to the school in order to share pertinent information if a child has a health problem or condition that requires special attention.

    a. Glucose Monitoring - Children who must have their blood sugar level monitored at school must have a doctor's order on file indicating the times that monitoring should be done and the specific steps to be taken by school staff if the child's glucose level is high or low. It is against state policy to allow children to perform glucose monitoring without a doctor's order. For further information, consult with the school health professional.

       Students with diabetes are required to have a Diabetic Medical Management Plan, completed annually by the physician or if and/or if treatment changes are made. If they are to manage their diabetes without supervision, or if they are going to carry supplies on their person, a Contract to Carry is required signed by the physician, parent and the student.

    b. Seizures - House Bill 173 (2022); requires that an Individual Seizure Action Plan (ISAP) be developed by a medical professional in consultation with a parent and signed by both individuals. All school staff that have regular contact with a student with an ISAP must complete a Department of Education approved seizure training.

    c. Asthma/Allergy – If the student is asthmatic or has life threatening allergies that require emergency medications at school, the Medication Authorization form must be completed and signed by the physician and parent. If the student will be carrying their Albuterol inhaler or Epinepherine auto injector on their person, the Contract to Carry form must also be completed and signed by the physician, parent and student. It is the responsibility of the parent/guardian to ensure that the medication.

    d. Cardiac- For all students with a cardiac history the parent health care packet must be completed and signed by the physician and the parent after July 1st. This should include specific vital sign parameters and when to call EMS.

    e. Cystic Fibrosis – For all students diagnosed with Cystic Fibrosis the parent health care packet must be completed by the parent after July 1st. The Medication Administration for must be completed and signed by the physician and the parent for pancreatic enzymes. If the student

will be carrying their pancreatic enzymes on their person, a Contract to Carry must be signed by the physician, parent and the student.

f. Other Health Conditions – For students with other health conditions, a parent health care packet should be completed after July 1st. If any medications or treatments are needed a Medication Authorization form must be completed and signed by the physician and the parent.

3. Medication - It is the desire of the Hernando County School District that **medications for students be scheduled in such a way that they can be administered at home before and/or after school hours.** In the event that this is not possible, authorized school personnel may administer medication to the students when the following conditions exist are met:
   a. Authorization for Administration of Prescribed Medication/Treatment Form (SP-EE-051) Medication Authorization Form has been completed and signed by the physician, signed by the parent/guardian and submitted to the school. This form will only need to be completed once every school year unless a change in the prescription has occurred. This order must include all of the following:
      i. the name of the medication to be administered,
      ii. the exact dose to be administered,
      iii. the route of administration,
      iv. the specific time(s) to be administered (not twice a day)
      v. the exact dose to be administered (not 1-2 tablets or 1-2 puffs, ect)

   b. The medication MUST be packaged in the original pharmacy container, with the most recent prescription date, labeled with students name, the name of the ordering prescriber, the name of the medication and instructions for administration, including the exact time. The pharmacy will provide you with a second bottle for school.
   c. If the Medication Authorization and the medication pharmacy label do not match, the medications will not be accepted.
   d. It is the responsibility of the parent to provide the right dose. School personnel will not cut or divide pills.
   e. If the medication is only given as needed the order MUST state the frequency in which the medication is administered (the order may not say as per package instructions), the reason the medication is to be administered and any side effects.
   f. A parent/guardian must bring the medications and the Medication Authorization form to school. Please bring the medication during clinic hours, as not all staff are trained to accept or receive medications.
   g. Please note that the overseeing Registered Nurse must review all medications prior to clinic staff administering.
   h. DO NOT bring more than a 30-day supply.

i. Each time the parent/guardian brings in a new supply for medication, the school clinic staff will count the amount of medications and give a receipt after the school representative and parent/guardian have signed the receipt form. A copy will be given to the parents; the original will stay in the clinic record.
j. All medications will be locked in the appropriate medication cabinet in the school clinic. Any medication requiring refrigeration (such as antibiotics) should be kept in a locked box in the clinic refrigerator.
k. Medications must be brought to school by the parents/guardian. STUDENTS ARE NOT PERMITTED TO BRING THEIR OWN MEDICATIONS TO SCHOOL. (The only exception to this rule is students who have prescriptions and contracts to carry their medications for EPINEPHRINE AUTO INJECTOR, ASTHMA INHALER and PANCREATIC ENZYMES).

4. Over the Counter Medications – FDA approved over the counter medication to be administered by the clinic staff will also need a Medication Authorization completed and signed by the physician and the parent. An unopened bottle must be brought to school by a parent.

   Non-FDA approved medications, including but not limited to herbal remedies, dietary supplements, and experimental treatments, will not be administered by school personnel unless specific conditions are met.

   For further details, please refer to the clinic manual or contact the Registered Nurse assigned to your school.

5. House Bill 1537: A student may possess and use a medication to relieve headaches while on school property or at a school-sponsored event or activity without a physician's note or prescription if the medication is regulated by the United States Food and Drug Administration for over-the-counter use to treat headaches. Violations of Over-the- Counter (OTC) medication policy, include but are not limited to: distributing, dispersing, or sharing of OTC, carrying or possessing OTC in a package other than the original manufacturer's packaging, or ingesting or utilizing OTC in a way that is not specifically directed or authorized by the manufacturer, as directed on the original packaging. F.S. 1002.20(3)

   PARENTS/GUARDIANS ARE EXPECTED TO PAY SPECIAL ATTENTION TO THE ABOVE POLICY FOR WITHOUT ADHERENCE TO THESE RULES SCHOOL PERSONNEL WILL NOT BE ALLOWED TO ADMINISTER OR DISPENSE MEDICATIONS TO YOUR CHILD.

6. Health Screenings - All health screenings performed in the District's schools shall follow the guidelines as set by the Florida Department of Health in the School Health Services manual. All screenings are noninvasive procedures which do not penetrate the skin or anybody orifice. All health screenings are voluntary. Parent(s)/guardian(s) are notified at the beginning of the school

year of all screenings. Parent(s)/guardian(s) have the right to refuse any or all screenings for their child. This must be done in writing and sent to the school clinic prior to the screenings.

a. **Hearing Screenings:** Will be performed as indicated or for any new student entering the school district in grades K-5 or students entering a Florida school for the first time.
b. **Vision Screenings:** Will be performed as indicated or for any new student entering the school district in grades K-5.
c. **Body Mass Index (BMI)**: (Height & Weight) will be conducted in, first grade, third grade and sixth grade.
d. **Dental Screenings**: Are provided with parental permission at certain select elementary schools for students in second grade.

7. Parent/Student General Information - All parent(s)/guardian(s) should observe their child daily for signs of illness, cleanliness and adequate clothing before they leave for school. If your child exhibits any of these symptoms, do not send him/her to school:
   a. 1 episode of vomiting and/ or diarrhea with other symptoms of illness within the last 24 hours
   b. 2 episodes of vomiting and/or diarrhea within the past 24 hours
   c. Fever greater than or equal to 100 within the past 24 hours
   d. Any sign or symptom of a contagious illness
   e. Any injury that prevents student from participating in academic activities

   If your child develops any of the above symptoms, the parent/guardian or other approved person will be required to pick the student up from school.

   When a life-threatening situation occurs for a student, the school staff will contact 911 immediately. Emergency care information, including any special orders, such as a "Do Not Resuscitate" (DNR) request, will be provided to emergency medical personnel upon their arrival.

   Parent(s)/guardian(s) are asked to cooperate with school personnel whenever they request assistance, information or conferences concerning their student(s) in regards to health issues.

   Parent(s)/guardian(s) are responsible for providing personal care items for their student; change of clothes, sanitary products, brace wax etc. The clinic does not have a supply of these items.

   Parent(s)/guardian(s) shall promptly fill out the Student Information Update Emergency Information Card and Parental Consent Forms. It is vital that this information be available to the school personnel in the event of a student becoming suddenly ill or involved in an emergency situation. Failure to have this information on hand may result in an unnecessary delay in reaching the parent(s)/guardian(s) or in getting immediate medical attention for the student. It is also vital that the information card be kept up-to-date since addresses, phone numbers, etc. change during the school year. Parent(s)/guardian(s) are required to designate

emergency contact person(s) who will pick up their student if the need ever arises. The name and phone numbers of the emergency contact person(s) must be included in the Emergency Information.

8. Pediculosis

   NO LIVE LICE POLICY

   Students who display signs of head lice, such as excessive scratching of the head, may be sent to the clinic to be checked. A thorough examination of the hair and scalp should be done for the presence of live lice. If nits or lice are found, siblings must be checked for lice infestation as well.

   If nits are present, an attempt will be made to contact the parent/guardian and the Nit Notification and Treatment Letter will be sent home with the student. The student will be given a return to class pass from the clinic. Students must report to the clinic on a daily basis to monitor process of nit removal until no nits are found. A final recheck will be performed on the 10th day. If nits are still present, the school health professional will be notified to follow-up with the parent/guardian. If live lice are present, parents will be called to pick-up their child from school. After live lice treatment, the student must report to the clinic with their parent/guardian to be examined for
   lice/nits before they may return to class. If lice are present, the student will be sent home with the parent/guardian.

   **NOTE: Presence of lice 24 hours after treatment suggests a very heavy infestation, re-infestation, resistance to therapy, or incorrect us of treatment product. The parent/guardian may contact their licensed healthcare provider regarding retreatment with a pediculicide.

9. School Clinic - All district schools maintain a health clinic that is attended by a school health professional with varying levels of medical training. School clinics are not fully equipped medical rooms. However, they are adequately designed for first aid and/or care of minor illness. The school clinic is closed for one hour of the school day unless there is an emergency. Students/staff should not seek explanation of their illness from the health professional since clinic personnel do not diagnose illness. School health professionals will evaluate a student's condition and act accordingly. If the health professional deems necessary, the parent(s)/guardian(s) listed on the Student Information Update and Emergency Information card will be called by the school health professional. Students who request to call home will be allowed to do so. The parent(s)/guardian(s) may then decide if the child is to remain in school (if no signs of illness) or go home. For additional information, please see the School Clinic Policy Manual. If teachers have a concern that a student is to ill/injured to stay in school, the student should be sent to the clinic for evaluation and the clinic contacted. Teacher should not

contact parent unless requested by the clinic. If the student does not meet the criteria for dismissal, the parent has the right to have the student remain in school.

10. Refusal to Pick Up from School - Students who have been evaluated by the school health professional or other designated personnel and determined to be injured or too ill to remain in class must be picked up promptly. At times, there may be extenuating circumstances when a parent(s)/guardian(s) cannot get to school to pick up their ill or injured child. In such cases, the school will work with parent(s)/guardian(s) as much as possible. However, if a parent(s)/guardian(s) refuses to pick up a child who is injured or too ill to remain in school, the incident will be documented in the child's school health folder. If a parent(s)/guardian(s) continues to refuse to pick up their sick child on subsequent occasions, then this will be documented in writing and a referral will be made to appropriate agencies.

11. Hotline Numbers

Support and Resource Area	**Toll Free Number**
Abuse Care LINE, Child Abuse, Drug Abuse, Bullying, Dating Violence	1-800-872-5437
Abuse Registry	1-800-342-9152
AIDS – Florida	1-800-FLA-AIDS
American Dental Association	1-800-621-8099
Alcoholics Anonymous Hotline	1-352-683-4597
Alzheimer's	1-800-272-3900
Anorexia Nervosa & Associated Disorders	1-847-831-3438
Be Brave Hotline	1-407-792-2957
Blindness	1-800-424-8666
Cancer – National Institute	1-800-422-6237
https://livehelp.cancer.gov/app/chat/chat_launch	
CCD Hotline	1-800-342-AIDS
Center for Autism and Related Disabilities	1-800-754-5891
Children's Medical Services	1-888-326-7485
Cocaine Abuse	1-800-662-HELP
Covenant House	1-800-999-9999
Directory Assistance	1-800-555-1212
Diabetes	1-800-232-3472
Domestic Violence Hotline	1-800-500-1119
Down Syndrome	1-800-221-4602
Drug Abuse – National Hotline	1-800-662-4357
Family Network on Disabilities	1-800-825-5736
Family Source of Florida	1-580-488-5437
Kidney Disease	1-800-638-8299
Lighthouse for the Visually Impaired and Blind	1-352-754-1132
Missing Children	1-800-843-5678
National Alliance for the Mentally Ill (NAMI) of Hernando Co	1-850-671-4445
National Health Information Center	1-240-453-8280

National Runaway Safe Line	1-800-621-4000
Organ Donations Education	1-800-528-2971
Parent Hotline	1-800-840-6537
Poison Control	1-800-222-1222
Product Safety	1-863-665-3601
Rape Hotline	1-800-656-4673
Runaway /Exploited Children	1-800-843-5678
Sexually Transmitted Diseases (STD) Hotline	1-800-458-5231
Speech and Hearing	1-800-638-TALK
Substance Abuse	1-800-390-4056
Suicide	1-800-273-8255
Tourette Syndrome Support	1-727-418-0240
U.S. Consumer Products & Safety Commission	1-800-638-2772
Vocational Rehabilitation	1-352-200-3020
Women's Sports Foundation	1-800-227-3988

12. Medication - It is the desire of the Hernando County School District that **medications for students be scheduled in such a way that they can be administered at home before and/or after school hours.** In the event that this is not possible, authorized school personnel may administer medication to the students when the following conditions ~~exist~~ are met:
    a. Authorization for Administration of Prescribed Medication/Treatment Form (SP-EE-051) has been completed and signed by the physician, signed by the parent/guardian and submitted to the school. This form will only need to be completed once every school year unless a change in the prescription has occurred.
    b. The medication must be properly labeled, in its original pharmacy container, with the name of the student, prescribing physician, name of the pharmacy and the directions for administration. The medication will not exceed the dosage required for 30 days. The date on the prescription must be dated after July 1st of the start of the new school year. This allows the student to complete an entire school year before an anniversary date of the prescription occurs.
    c. Medications must be for the exact dose prescribed. School personnel will not divide or cut any medications to adjust dosages. It is the responsibility of the parent/guardian to provide the accurate prescribed medication dosages.
    d. Each time the parent/guardian brings in a new supply for medication, the school clinic staff will count the amount of medications and give a receipt after the school representative and parent/guardian have signed the receipt form. A copy will be given to the parents; the original will stay in the clinic record.

    All medications will be locked in the appropriate medication cabinet in the school clinic. Any medication requiring refrigeration (such as antibiotics) should be kept in a locked box in the clinic refrigerator.
    Medications must be brought to school by the parents/guardian. STUDENTS ARE NOT PERMITTED TO BRING THEIR OWN MEDICATIONS TO SCHOOL. (The only exception to this rule is students who have prescriptions and contracts to carry their medications for EPINEPHRINE AUTO INJECTOR, ASTHMA INHALER and PANCREATIC ENZYMES).

    If medication is to be taken at home as well as at school, it is recommended that the parents/guardian request the pharmacist to divide the prescription into two containers so that only the amount of medication needed during school hours is brought to school. Students will not be allowed to take their medications out of the clinic. No medications will be allowed on the school bus

(with the exception of the four listed in state law, Epinephrine Auto Injector, Asthma Inhaler, Insulin and Pancreatic Enzymes).

Due to possible side effects of non-prescription medications, any over the counter medications will be treated the same as prescription medications and require the completion of the Authorization for Administration of Prescribed Medication/Treatment. Non-prescription, over the counter products must be brought into school by the parent/guardian in an original container with the safety seal intact.

PARENTS/GUARDIANS ARE EXPECTED TO PAY SPECIAL ATTENTION TO THE ABOVE POLICY FOR WITHOUT ADHERENCE TO THESE RULES SCHOOL PERSONNEL WILL NOT BE ALLOWED TO ADMINISTER OR DISPENSE MEDICATIONS TO YOUR CHILD.

13. Parent/Student General Information - All parent(s)/guardian(s) should observe their child daily for signs of illness, cleanliness and adequate clothing before they leave for school. Since many illnesses are contagious and parent(s)/guardian(s) are interested in considering the health of other children as well as their own child, please refer to the following symptom alert checklist. If your child exhibits any of these symptoms, do not send him/her to school:
    a. Vomiting or diarrhea within the past 24 hours
    b. Fever within the past 24 hours
    c. Sore or red throat
    d. Persistent coughing or sneezing
    e. Red, watery eyes
    f. Rash
    g. Earache or drainage from the ear
    h. Excessive runny nose especially with greenish-yellow discharge

    When a life-threatening situation occurs for a student, the school staff will contact 911 immediately. Emergency care information, including any special orders, such as a "Do Not Resuscitate" (DNR) request, will be provided to emergency medical personnel upon their arrival.

    Parent(s)/guardian(s) are asked to cooperate with school personnel whenever they request assistance, information or conferences concerning their student(s) in regards to health issues.

    Parent(s)/guardian(s) are responsible for providing personal care items for their student; change of clothes, sanitary products, brace wax etc. The clinic does not have a supply of these items.

    Parent(s)/guardian(s) shall promptly fill out and return the Student Information Update ~~and~~ Emergency Information Card and Parental Consent Form to school personnel. It is vital that this information be available to the school personnel in the event of a student becoming suddenly ill or involved in an emergency situation. Failure to have this information on hand may result in an unnecessary delay in reaching the parent(s)/guardian(s) or in getting immediate medical attention for the student. It is also vital that the information card be kept up-to-date since addresses, phone numbers, etc. change during the school year. Parent(s)/guardian(s) are required to designate emergency contact person(s) who will pick up their student if the need ever arises. The name and phones numbers of the emergency contact person(s) must be included on the Emergency Information Card.

14. Pediculosis
    NO LIVE LICE POLICY

Students who display signs of head lice, such as excessive scratching of the head, may be sent to the clinic to be checked. A thorough examination of the hair and scalp should be done for the presence of live lice. If nits or lice are found, siblings must be checked for lice infestation as well.

If nits are present, an attempt will be made to contact the parent/guardian and the Nit Notification and Treatment Letter will be sent home with the student. The student will be given a return to class pass from the clinic. Students must report to the clinic on a daily basis to monitor process of nit removal until no nits are found. A final recheck will be performed on the 10th day. If nits are still present, the school health professional will be notified to follow-up with the parent/guardian. If live lice are present, parents will be called to pick-up their child from school. After live lice treatment, the student must report to the clinic with their parent/guardian to be examined for lice/nits before they may return to class. If lice are present, the student will be sent home with the parent/guardian.
**NOTE: Presence of lice 24 hours after treatment suggests a very heavy infestation, re-infestation, resistance to therapy, or incorrect us of treatment product. The parent/guardian may contact their licensed healthcare provider regarding retreatment with a pediculicide.

15. School Clinic - All district schools maintain a health clinic that is attended by a school health professional with varying levels of medical training. School clinics are not fully equipped medical rooms. However, they are adequately designed for first aid and/or care of minor illness. The school clinic is closed for the first hour of school unless there is an emergency. Students should not seek explanation of their illness from the health professional since clinic personnel do not diagnose illness. School health professionals will evaluate a student's condition and act accordingly. If the health professional finds that the child is ill, the parent(s)/guardian(s) listed on the Student Information Update and Emergency Information card will be called by the school health professional. If the student is determined to be in satisfactory condition, with a normal temperature and no other signs or symptoms of illness, he/she will be returned to class. Students who request to call home will be allowed to do so. The parent(s)/guardian(s) may then decide if the child is to remain in school (if no signs of illness) or go home. For additional information, please see the School Clinic Policy Manual.

16. Refusal to Pick Up from School - Students who have been assessed by the school health professional or other designated personnel and determined to be injured or too ill to remain in class must be picked up promptly. At times, there may be extenuating circumstances when a parent(s)/guardian(s) cannot get to school to pick up their ill or injured child. In such cases, the school will work with parent(s)/guardian(s) as much as possible. However if a parent(s)/guardian(s) refuses to pick up a child who is injured or too ill to remain in school, the incident will be documented in the child's school health folder. If a parent(s)/guardian(s) continues to refuse to pick up their sick child on subsequent occasions, then this will be documented in writing and a referral will be made to appropriate agencies.

Instructional Resources

1. Instructional Materials – Florida Statute § 1006.28
   - **District School Board**
     The School District shall assure that instructional materials used in the district are consistent with the district goals and objectives and the curriculum frameworks adopted by rule of the State Board of Education as well as with the state and district performance standards.
   - **District School Superintendent**

By March 31 the Superintendent must certify to the commissioner that there is an approved comprehensive staff development plan that supports fidelity of implementation of instructional materials programs in place. The report must verify that training was provided and that the materials are being implemented as designed.

- **School Principal**
  The school principal has the following duties for the management and care of instructional materials at the school:
  a. Proper use of instructional materials
  The principal or principal's designee shall assure 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 District School Board Rule. The school principal or principal's designee shall communicate to parent(s)/guardian(s) the manner in which instructional materials are used to implement the curricular objectives of the school.
  b. Money collected for lost or damaged books
  The school principal or principal's designee shall collect from each student or the student's parent(s)/guardian(s) the replacement cost of any instructional material the student has lost, destroyed, or unnecessarily damaged.
  c. Disposition of funds
  The school principal or principal's designee shall transmit all money collected from the sale, exchange, loss, or damage of instructional materials to the district to be deposited in the district instructional materials fund
  d. Accounting for textbooks
  The Principal or principal's designee shall see that all books are fully and properly accounted for as prescribed by the adopted rules of the district school board. Adopted procedure for the Hernando County School System is the use of the district provided circulation system to maintain inventory of instructional materials.
- **Parent and Students** – Florida Statute § 1006.42
  Each parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials when directed by the school principal or the teacher in charge, and shall pay for such loss, destruction, or unnecessary damage as provided under s. 1006.28(3). **A student will only have digital access to instructional materials when a parent fails to return the instructional materials or pay for damage/lost materials.**

2. Adoption Cycle 2024-2025 through 2029-2030

Adoption Year	Subject Area	Specifications & Criteria Available	State Adoption Process	Effective Date Of Contract April 1 – March 31
2024-2025	English Language Arts, ***K-12***; Personal Financial Literacy and Money Management, ***9-12*****;** Mathematics Intervention Materials,***K-4*** and English Language Arts Intervention Materials, ***K-3***	Nov. 2023	April 2024- 2025	2025-2030
2025-2026	Career and Technical Education, World Languages, Art, Music, Dance and Health, ***K-12***; Additional English Language Arts, ***6-12***	Nov. 2024	April 2025- 2026	2026-2031

2026-2027	Mathematics and Computer Science, ***K-12***	Nov. 2025	April 2026- 2027	2027-2032
2027-2028	Social Studies***, K-12***	Nov. 2026	April 2027- 2028	2028-2033
2028-2029	Science, ***K-12***	Nov. 2027	April 2028- 2029	2029-2034

3. Media Center/Library - Media centers are provided for students use in all Hernando County schools. The media center is provided to support the learning and enhance the educational opportunities for all students.

   Students using the media center/library must abide by media center/library regulations or they will lose their privilege to use the media center/library. The length of the loss of privilege, if such does occur, will be determined by the administration.

   Students are responsible for all material checked out of the media center/library in their names. They are responsible for the material until it is returned. If the material is not returned, the procedures for Lost or Damaged Books will be followed. For this reason, students are discouraged from checking out material for friends or from loaning books or material to other students.

4. Social Security - The School District of Hernando County may collect, use or release social security numbers of students and/or parents as either required or authorized by law [Florida Statute §119.071(5)(a)2-3]. For more information see Appendix D.

5. Student Records - State and Federal law gives parents [and students over eighteen (18) years of age] certain rights concerning student school records. For more information see Appendix E.

Safety

1. Emergency Procedures
   a. 911:
   If students or parent(s)/guardian(s) become aware of any criminal activities, violence, weapons, guns or drugs in regard to a district school, that individual is urged to immediately call 911 Contact school personnel to report violations of school rules and or bullying.
   b. Evacuation / Reunification Procedures:
   It should be noted that circumstances may arise which require the Hernando County School District to either evacuate one or more of its campuses due to an emergency situation. If this action is required, all students will be moved to an alternative site, when it is safe to do so, until the hazard has passed. It should be noted that during an emergency, ALL cell phones (students and staff) are to be "OFF". If parent(s)/guardian(s) wish to pick-up their student during an emergency situation, they may do so only from the ~~alternative~~ designated reunification site for each school. Information regarding the designated reunification site will be provided on a case-by-case basis when conditions warrant evacuation from an affected site.

2. Lockers - Lockers will be issued according to school-based procedures. The locker is the property of the school, and administration reserves the right to inspect the locker without prior notice being given to the student who rents the locker. The student renting the locker is responsible for the contents and condition of the locker.

3. Off-Campus Passes/Leaves, Permits - To receive permission, students must bring a note from the parent(s)/guardian(s) indicating the student has permission to leave campus or the student will be picked up by the parent(s)/guardian(s) and this note will be verified with a phone call to the parent by administration. The note must give the reason for the dismissal. Only the attendance office can give students an off-campus pass/leave permit. The pass will be given only when the situation is considered urgent and warrants this special privilege. The criteria for issuing the pass/leave permit shall be the same as an excused absence. Students must show his/her permit to leave campus during school hours. A student may be signed out of school only if a legal guardian listed on the student emergency card provides the requested documentation. A picture identification of the individual requesting the student be released may be required. Students are not allowed to leave school with any person other than the legal parent(s)/guardian(s) or a person with authorization from the student's parent(s)/guardian(s). Adult students (18 years of age or older) or a married student will need only the principal's permission to leave campus.

   Students are not allowed to leave campus for lunch or to run off-campus errands for staff.
   With principal and parent(s)/guardian(s) permission, students will be allowed to leave campus for a school-sponsored activity. The student must be covered by sufficient insurance and the liability waiver must be completed.
   Students may not leave campus during school hours without appropriate permission.

4. Safety Rules
   - Adhere to on-site traffic plans for vehicles when driving on campus
   - Encourage walkers or bicyclists to follow safety rules
   - Use pedestrian-safety features where available

5. Supervision
   Ensure Your Child's Safety
   - Parents and children are not to arrive at school earlier than thirty minutes before the start of the school day*
   - Children are to leave campus within thirty minutes after the school day or activity ends*

   * Special arrangements may be made with the before/after school program, teacher or administrator.
   Supervision will not be provided earlier than thirty minutes before nor thirty minutes after school times. School clinic services are not available at extracurricular activities nor before or after the school day. Parents bear the responsibility to attend to any medical needs for their children before and after these times.

6. Survey - Students are not required to participate in any survey non-related to school matters. See Appendix F.

7. Visitors - To protect the safety and welfare of the Hernando County School District's students, all school campuses are closed. All visitors must enter the school through the main office to be screened and given authorization to visit the campus [Florida Statute §1013.10; Unauthorized persons on school district property may be considered to be a trespasser and may be reported to law enforcement. Acceptable reason for school visits include:

   - Participation in a school-sponsored activity approved by the administration.
   - Special permission from the school or district administration.

Students who have been withdrawn, expelled or suspended from school for disciplinary reasons will not be allowed on any School Board property or at school-sponsored activities unless they are accompanied by an administrator or administrator's designee. This administrator or administrator's designee shall accompany the student until the student has left the school grounds.

8. Weather Emergencies - When students find themselves in or around the following location, event, or condition, during a thunderstorm or lightning they are advised to take the following protective action:

Thunderstorms and Lightning:

a. **On School Grounds:** Students are directed to get out of open areas and into an enclosed building as quickly as possible upon the approach of a storm. Students shall not seek shelter under isolated trees, close to metal fences, on playground equipment, or in shelters in exposed locations.

b. **In School Buildings:** Students are directed to stay indoors and to not go outside unless absolutely necessary. Stay away from open doors and windows, metal objects, electrical appliances and plumbing until the storm has passed. Keep telephone use to a minimum. Do not handle flammable liquids in open containers. Unplug, if possible, TV sets, computer equipment and all electrical equipment and appliances.

c. **Athletic Events:** Students are directed to seek shelter in buildings. Avoid open fields and high objects in the area where there is no shelter. Keep twice as far from isolated trees or objects as the object is tall. Get into a crouching position if open areas cannot be avoided. Avoid open spaces, metal fences, sheds or unenclosed shelters. Avoid electrically conductive overhead objects (i.e., wires). Do not use metal object such as fishing rods or golf clubs. Remove metal-cleated shoes.

d. **In Transit:** Students are directed to stay inside vehicles. DO NOT TOUCH EXPOSED METAL PARTS. Do not park vehicles under electrical lines or trees. Seek protected shelter when using scooters, motorcycles, bicycles and other open vehicles.

e. **Field Trips or Hiking:** Students are directed to move from high ground and avoid lone trees and small sheds. Stay away from metal fences. Seek shelter in a thick timber ravine, ditch or in an enclosed vehicle or building.

Tornadoes:

Principals and facility managers have evaluated their physical plants and have developed plans for secure area for the students. They have considered the following issues in formulating their plans:

- The utilization of lower floors and interior areas for housing students.
- Gyms and other areas with wide roof span buildings are not suited for housing students.
- The development of a special alarm system for tornado warnings.
- Ensuring that first aid supplies are current and convenient.

a. **Tornado Watch***:* When weather conditions are right for the formation of tornadoes, the staff will:

- Move students from re-locatable (portable) classrooms and outside locations to permanent facilities.
- Prepare shelter areas on the lower floors and toward the interior of the buildings.
- Monitor weather advisories.
- Make plans to evacuate large areas with wide roof spans unless they are designated as shelters.

- Keep doors unlocked.
- Close windows and outside doors.

b. **Tornado Warning:** When a tornado has been sighted in the area visually and/or on radar, the staff will:
   - Monitor progress of the storm.
   - Evacuate portable classrooms and take shelter in permanent facilities.
   - Close windows and outside doors.
   - Direct everyone to seek cover where floors and walls meet and take a protective seated position with hands/arms covering the head and face.

c. **School Bus:** During a tornado warning, bus drivers will take the following steps:
   - Stop at the closest available building which can be used as a shelter.
   - Shelter students until the "all clear" are announced.
   - Advise students to seek cover and place themselves in a protected position covering their head and face.
   - Have the students disembark and lie flat in the lowest area available when a suitable shelter is not available.

Transportation

1. Driver's License Requirements - According to the provisions of Florida Statutes, effective October 1, 1997, any student who is eligible to obtain a restricted or regular license must be enrolled in an educational program and satisfy relevant attendance requirements. The student must be enrolled in a K-12 program, a special program, or an adult full time evening school. The student must not have more than fifteen (15) unexcused absences in a 90-day attendance period.

   A. Suspension of Driver's License

   If a student is not enrolled in school or accumulates fifteen (15) or more unexcused absences in a 90-day period, the district must notify the Department of Highway Safety and Motor Vehicles of the name, date of birth, and social security number of the student. Upon receipt of notice from the Department of Highway Safety and Motor Vehicles that the driving privilege will be suspended, the minor or the parent(s)/guardian(s) of the minor has fifteen (15) calendar days to provide proof of compliance with the school attendance requirement statute or request a hardship waiver. Twenty (20) days after notification from the Department of Highway and Safety and Motor Vehicles, the operator's license or learner's permit will be suspended. Students affected by this requirement who have not yet received a learner's permit will have their attendance recorded with the Department of Highway Safety and Motor Vehicles.

   Hardship Waiver

   According to the provisions of the statute cited above, school administration shall waive the requirements of this statute for any minor under its jurisdiction for whom a personal or family hardship requires that the minor have a driver's license for their own or their family's employment or medical care. Recommendations of teachers and counselors are to be considered prior to granting a waiver. If a waiver is granted through this process, the Department of Highway Safety and Motor Vehicles is to be notified within 24 hours after the hearing.

2. Parking

   To be eligible for a parking permit, **the high school student** must:
   - Have a 2.0 GPA at the time of application

- Maintain a 2.0 GPA each marking period for which the permit is issued
- Maintain a 10 days or less unexcused attendance rate for each class in the prior semester.

a. The Principal or principal's designee will suspend the parking permit at the time that the student's GPA falls below 2.0 and/or student has 10 or more unexcused absences in the current semester. However, a student may have his/her parking permit reinstated when the GPA is restored and/or attendance is improved provided there are available parking spaces.
b. All high school students who drive vehicles on campus are required to obtain a parking permit with an assigned number. That number and student application will be kept on file in the administration office. Since there are limited parking facilities on high school campuses, parking permits will be issued in order of academic programs (DECA, Allied Health, Dual Enrollment, Reduced Schedule) and seniority with Seniors, and Juniors second priority.
c. A parking permit will be issued by the principal or principal's designee to eligible drivers for each vehicle registered upon presentation of a current Florida Operator's License and a Florida Vehicle Registration Certificate. The sticker shall be placed on the vehicle in accordance with the individual school's requirements. Each vehicle will be assigned a specific parking area.
d. Students are not permitted to return to their vehicles during school hours unless approved by the school administration.
e. The school is not responsible for damages, theft, etc. to personal vehicles, bicycles, scooters or any form of transportation or their contents.
f. Student drivers have the responsibility to ensure that all passengers have appropriate leave permits when leaving campus during the school day. Failure to do so may result in disciplinary action.
g. Students driving vehicles within the school zone are required to observe all state, local and school district regulations on speeding and parking. Any member of the faculty, staff or administration may issue a citation for a violation upon identification of the student or parking permit. The citation will be in triplicate with one copy to the student or placed on the vehicle, one copy to the administration for the student's disciplinary file, and one copy to be mailed to the parent(s)/guardian(s) of the student. Repeated violations may result in issuance of a parking ticket with a fee up to $25.00 and/or suspension or revocation of the privilege of driving and parking on campus, and/or referral to law enforcement. After the first warning of irregular parking, vehicles that do not have parking stickers will be towed away at the driver's expense.
h. Excessive disciplines, absences, tardies, or improper use of off-campus privileges on the part of the student may result in the revocation of the parking permit.
i. Middle school students are not permitted to operate motorized vehicles on campus.

3. Bicycles and scooters - Persons riding bicycles or scooters on a roadway have the same rights and duties as drivers of motorized vehicles. Riders must know and obey the scooter laws and/or know and obey the bicycle laws. All students must comply with the helmet law.

4. Bus Procedures - Instructions for Students Riding the Bus:
   - Students are expected to obey the bus driver's instructions at all times since he/she is in full charge of the bus.
   - When waiting to board the bus, students are to stand at least 10 feet off the roadway until the bus stops. Also, when boarding or departing the bus, students are to walk 10 feet in front of the bus and wait for the driver's signal before crossing the road.
   - Students must board and leave the bus at their regular stop location. No exceptions will be made unless by written permission from the administration.

- Students must be on time. The bus will not wait for those who are tardy. Students should be at the bus stop five minutes before the scheduled time. In case of a bus breakdown, students must wait at the bus stop for one hour for a substitute bus to arrive before an excused tardy for being late to school is issued.
- The driver will assign student seats. Students are to sit facing forward with feet out of the aisle. Students are to remain in their seats while the bus is in motion. The aisle must be clear of feet, books and jackets. The driver must have an unobstructed view of the back door.
- Students are to keep arms and heads inside windows. No object is to be thrown at the bus, in the bus or out of the windows of the bus.
- Students are to make no unnecessary conversation with the bus driver since the driver must have his/her full concentration on driving the bus. Students are to remain quiet. Outside of ordinary conversation, students are to maintain classroom conduct. Students shall not use any abusive or profane language to other students, the driver or pedestrians.
- Students will refrain from pushing, tripping, shoving and fighting while boarding, riding and leaving the bus.
- Students are to be absolutely silent when the bus stops at all railroad crossings. Burning the dome lights is the driver's signal for absolute silence.
- No eating, drinking, use of drugs/snuff/chewing tobacco, smoking, vaping or possession of a weapon will be allowed at any time on the bus.
- Animals (dead or alive), glass containers, sharp objects, balls, ball bats, racquets, marbles, cutting instruments, toys, radios, tape players, CD players, games, novelty/trading cards, batons, drumsticks, toothpicks, balloons, lighters, matches, or any items of this nature are not allowed on the bus.
- Large objects, including band instruments which cannot be held on the lap or which interfere with the seating and safely of others, will not be permitted on the bus.
- Students in Exceptional Student Education must comply with all of above. As required by law, parent(s)/guardian(s) of exceptional students must be available to assist the student in boarding and departing at the approved bus stops, and they must provide necessary emergency information to the Transportation Department.

Violation of any of the above rules will be reported by the driver to the principal who has the authority to suspend a student temporarily or permanently from riding the bus. Riding the bus is a privilege. Parent(s)/guardian(s) have the responsibility to ensure that suspended students will not appear at the bus stop.

Pledge

In accordance with Florida Statute §1003.44, a student has the right not to participate in reciting the pledge. Upon written request by his or her parent, the student must be excused from reciting the pledge, including standing and placing the right hand over his or her heart.

APPENDIX A
(Course Progression Charts)

Middle Grades Course Progression

Course	Level	Grade 6	Grade 7	Grade 8
English Language Arts	(Level 1-2)	MJ Language Arts 1 (1001010) + M/J Intensive Reading (1000010)	M/J Language Arts 2 (1001040) + M/J Intensive Reading (1000012)	M/J Language Arts 3 (1001070) + M/J Intensive Reading (1000014)
	(Level 3-5)	M/J Language Arts 1 1001010) or M/J Language Arts 1 Adv (1001020)	M/J Language Arts 2 (1001040) Or M/J Language Arts 2 Adv (1001050)	M/J Language Arts 3 Adv (1001080) or English 1 (1001310) or Pre-AP English 1 (1001415)
Mathematics	(Level 1)	MJ Math Course 1 (1205010) + Intensive Math (1204000)	MJ Math Course 2 (1205040) + Intensive Math (1204000)	MJ Pre-Algebra (1205070) + Intensive Math (1204000)
	(Level 2)	MJ Math Course 1 (1205010)	MJ Math Course 2 (1205040)	MJ Pre-Algebra(1205070)
	(Level 3-5)	MJ Math Course 1 Adv (1205020)	MJ Math Course 2 Adv (1205050)	‡‡Algebra 1 (1200310)* or Pre-AP Algebra 1 (1200386)* or MJ Pre-Algebra(1205070) ***Level 3 EOC score required for standard diploma and EOC counts 30% of final grade***
Science	(Level 1-3)	Comprehensive Science 1 (2002040)	Comprehensive Science 2 (2002070)	Comprehensive Science 3 (2002100)
	(Level 4-5)	Comprehensive Science 1 Adv (2002050)	Comprehensive Science 2 Adv (2002080)	Comprehensive Science 3 Adv (2002110)
Social Studies	(Level 1-3)	U.S. History (2100010) Or U.S. History and Career Planning (2100015)	Civics (2106010) or Civics and Career Planning (2106016)* ***EOC counts 30% of final grade***	World History and Career Plan (2109015)

	(Level 4-5)	U.S. History Adv (2100020) Or U.S. History and Career Planning Adv (210005)	Civics Adv (2106020) or Civics and Career Planning Adv (2106026)* ***EOC counts 30% of final grade***	M/J World History Adv and Career Plan (2109020) Or Pre-AP World History and Geography (2109415)

If a school offers Pre-AP World History and Geography, MYP IB or AICE Social Studies courses in 8th grade, the school must adopt US History and Career Planning or Civics and Career Planning to meet promotion requirements.

High School Course Progression Matrix

English Language Arts and Mathematics

Course	Grade Level	Transitional Level 1-2	On Grade Level 3	Above Level 4-5	IB Level 4-5	AICE
English Language Arts	**Grade 9**	English I / (1001310) & Intensive Reading	English I / (1001310) or Pre-AP English I / (1001415)	English 1 (H) / (1001320) or English II (H) / (1001350) or Pre-AP English I / (1001415)	English 1 (H) / (1001320H) or Pre-IB English 2 / (1001810)	English 1 (H) / (1001320H) or AS General Paper / (1009360)
	Grade 10	English II / (1001340) & Intensive Reading	English II / (1001340) or English II (H) / (1001350)	English II (H) / (1001350) or English III (H) / 1001380	Pre-IB English 2 / (1001810) or English 3 (H) / (1001380) or AP LA & Comp.(1001420)	English II (H) / (1001350) or AS English Language / (1001550)
	Grade 11	AS General Paper / (1009360)	AS General Paper / (1009360) or ENC1101/ENC1102	AP LA & Comp.(1001420) or ENC1101/ENC1102 (2cr) or AS General Paper / (1009360)	IB English 3 / (1001820)	AS English Literature / (1005370)
	Grade 12	English IV / (1001400)	English IV / (1001400) or ENC1101/ENC1102 (2cr)	AP LA & Comp.(1001420) 0r ENL2011/ENL2012 (2cr)	IB English 4 / (1001830)	AS English Language and Literature / (1001535)
== Mathematics	**Grade 9**	Algebra 1A / (1200370) 1 credit &	*Algebra 1 or (H) (1200310/1200320) Or	Geometry or (H) (1206310/1206320)	Geometry (H) / (12063i0) Or Algebra II (H) / (1200340)	Geometry (H) / (12063i0) Or

		*Algebra 1B / (1200380) 1 credit	Pre-AP Algebra 1 (1200386)*			Algebra II (H) / (1200340)
	Grade 10	Geometry / (1206310)	Geometry or (H) / (1206310/1206320)	Algebra II or (H) / (1200330/1200340)	Algebra II (H) / (1200340) or IB Pre-Calculus / (1202375)	Algebra II (H) / (1200340) or Pre-Calc / (1202340)
	Grade 11	Algebra II or (H) / (1200330/1200340) or Mathematics for Data and Financial Literacy (1200384)	Algebra II or (H) / (1200330/1200340) or Mathematics for Data and Financial Literacy (1200384)	Pre-Calc / (1202340) or MAC 1105/1147 (2cr)	IB Math Studies / (1209800) or IB Pre-Calculus / (1202375) Or IB Calc & Descr Stats / (1202810)	Pre-Calc / (1202340) Or AP Calculus AB / (1202310)
	Grade 12	Algebra II or (H) / (1200330/1200340) or Mathematics for Data and Financial Literacy (1200384) or Mathematics for College Liberal Arts (1207350)	Pre-Calc / (1202340) or Mathematics for Data and Financial Literacy (1200384) Or Mathematics for College Liberal Arts (1207350) or MAC 1105/1147 (2cr)	AP Calculus AB / (1202310) or STA2023	IB Stats & Intro Diff Calc (1210310) Or IB Calc & Descr Stats / (1202810) Or AP Calculus AB / (1202310)	AP Calculus AB / (1202310) Or AP Calculus BC / (1202320)

**** Level 3 EOC score required for standard diploma and EOC counts 30% of final grade***

Algebra 1A and Algebra 1B are equivalent to 2 credits for high school graduation. However, both courses count as 1 credit for admission to the SUS

Certain Industry Certifications may be applied toward mathematics credit requirements (excluding Algebra 1 and Geometry)

High School Course Progression Matrix

Science and Social Studies

Course	Grade Level	Transitional Level 1-2 Science FCAT	On Grade Level 3	Above Level 4-5	IB Level 4-5	AICE
Science	**Grade 9**	Env. Science (2001340) (Grade 9 students only)	Biology (2000310)	Biology or (H) (2000310/2000320)	Biology 1 (H) (2000320H)	Biology (H) / (2000320)
	Grade 10	Biology (2000310)	Physical Science (2003310)	Chemistry I or (H) (2003340 / 2003350)	Chemistry 1 (H) (2003340 / 2003350)	AS Marine Science / (2002515)
	Grade 11	Physical Science (2003310) or Marine Science (2002500) or Earth Space Science (2001310)	Marine Science (2002500) or Earth Space Science (2001310)	Physics I or (H) /(2003380/2003390) or AP Env. Science (2001380) or +AP Biology 2000340 or BSC2010/BSC2011	AP Biology (2000340)	AS Environmental Management / (2001381)
	Grade 12			CHM 2045 Or PHY1053	Biology 2 IB / (2000810) or Biology 3 IB / (2000820) or Env. Systems 2 IB / (2001375) or Sports & Ex Science 2 IB (2001830) or Chemistry 2 IB (2003810)	
Social Studies	**Grade 9**					World History (H) / (2109320)
	Grade 10	World History (2109310)	World History or (H) (2109310/2109320) or Pre-AP World History and Geography (2109415)	AP World History (2109420)	AP World History (2109420) Or AP European History (2109380)	AS European History / (2109371)

	Grade 11	U.S. History (2100310)	U.S. History or (H) (2100310/2100320) or AP U.S. History (2100330)	AP U.S. History (2100330) or *AMH2010/AMH2020	AP U.S. History (2100330)	AS US History / (2100500)
	Grade 12	U.S. Government (2106310) Econonomics (2102310)	U.S. Government or (H) (2106310/2106320) and Economics or (H) (2102310/2102320)	AP U.S. Gov and Politics (2106420) AP Microeconomics (2102360) or AP Macroeconomics 2102370 or AP Psychology 2107350 or AP Comparative Gov/Pol 2106430 DE Psychology PSY1012 or DE Sociology SYG2000	Cont. History 1 IB (2109800) or Cont. History 2 IB (2109805) or Soc & Cult Anthropology 2 IB (2101810) or Environmental Systems 2 IB (2001375)	

APPENDIX B
(Sample Programs of Study)
For a full list of all programs of study, go to the district website

Career Cluster:	**Visual and Performing Arts**	**Program:**	**Theatre**
Career Cluster Pathway:	**Acting**	**Industry Certification:**	**N/A**

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	16 CORE CURRICULUM CREDITS				8 ADDITIONAL CREDITS		
	ENGLISH 4 credits	**MATH** 4 credits	**SCIENCE** 3 credits, 2 with lab	**SOCIAL STUDIES** 3 credits	**OTHER REQUIRED COURSES** FINE ARTS (1 credit), PHYSICAL EDUCATION (1 credit),	**VISUAL and PERFORMING ARTS COURSES**	**RECOMMENDED ELECTIVES** (ALIGNED WITH COMMUNITY COLLEGE & STATE UNIVERSITY SYSTEM PROGRAMS)
HIGH SCHOOL (NCTHS)	**Diploma Options: (1) 24 Credit (2) 18 Credit ACCEL (3) Advanced International Certificate of Education (4) International Baccalaureate**						
	• **Students are encouraged to begin planning for careers and post secondary options by exploring resources at mycareershines.org.** • **Students are also encouraged to participate in dual enrollment courses which may be used to satisfy high school graduation or Bright Futures Gold Seal Vocational Scholars course requirements.** • **Cumulative GPA of 2.0 on a 4.0 scale for 24 credit program**						
9th	English 1	*Algebra 1	Biology		HOPE (meets PE requirement)	Acting 1	Foreign Language
10th	*English 2	Geometry	Physical Science	World History		Acting 2	Foreign Language
11th	English 3	Algebra 2	Chemistry or Physics or Equally Rigorous Course	US History	Fine Arts – May take an additional Theatre course such as Technical Theatre Design & Production 1 or Musical Theatre 1	Acting 3	
12th	4th year English	4th year Math		US Government and Economics with Financial Literacy		# Acting 4	

Post-Secondary	**Based on the Career Cluster of interest and identified career and technical education program, the following is a sample of postsecondary options available.**		
	2-Year Professional Certificate PROGRAM(S)	**COMMUNITY COLLEGE PROGRAM(S)**	**UNIVERSITY PROGRAM(S)**
	American Musical and Dramatic Academy (AMDA - NY)	A.S. in Acting (FL School of the Arts) A.A. Pre-Major in Theatre (Valencia College)	B.A. in Theatre Arts or Theatre/Education B.F.A. in Acting or Theatre Performance (UF, UCF, FSU, and others)
CAREER	**Sample Career Specialties**		
	Actor (Theatre, film, television, industrials, theme park, voice-over artist, etc.)	K-12 Theatre Teacher College Theatre Professor Theatre Company/Performing Arts Center Education Director/Instructor	Other professions that often encourage study in acting: Psychologist/Counselor, Lawyer, Minister/Clergy, Broadcaster
CREDIT	**Extension and Dual Enrollment Opportunities**		
	Dual Enrollment Survey of Drama 1 & 2 through PHSC	Students in the Theatre program may take additional theatre courses to supplement their career cluster pathway as openings in their schedules permit	Available courses: Acting 1, 2, 3, 4 Honors, Technical Theatre Design & Production 1, 2, 3, 4 Honors, Musical Theatre 1, 2, 3, Theatrical Directing & Stage Mgmt.

=Level 3 Requirements** **#=Honors Weight** **♦=Science Equivalent *Course **@= Course Substitution** **PA= Fine/Performing Arts Credit**

Performing Arts Student Association: International Thespian Honor Society

Extra Curricular Experience Recommendations: Participation in Shark Theatre productions, Thespian Honor Society Festivals/Competition

Program of Study Graduation Requirements: http://www.fldoe.org/academics/graduation-requirements

Career Cluster:	**Engineering & Technology Education**	**CTE Program:**	Production Technology (8604000)
Career Cluster Pathway:	**Engineering & Technology Career Path (SCPA)**	**Industry Certification:**	Secondary: MSSC Certified Production Technician Post-Secondary: **NIMS Machining Level 1**

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	14 CORE CURRICULUM CREDITS				10 ADDITIONAL CREDITS		
	ENGLISH 4 credits	**MATH** 4 credits	**SCIENCE** 3 credits, 2 with lab	**SOCIAL STUDIES** 3 credits	**OTHER REQUIRED COURSES** FINE ARTS (1 credit), PHYSICAL EDUCATION (1 credit),	**CAREER AND TECHNICAL EDUCATION COURSES**	**RECOMMENDED ELECTIVES** (ALIGNED WITH COMMUNITY COLLEGE & STATE UNIVERSITY SYSTEM PROGRAMS)
HIGH SCHOOL (CHS, HHS)	**Diploma Options: (1) 24 Credit (2) 18 Credit ACCEL (3) Advanced International Certificate of Education (4) International Baccalaureate** • **Students are encouraged to begin planning for careers and post secondary options by exploring resources at mycareershines.org.** • **Students are also encouraged to participate in dual enrollment courses which may be used to satisfy high school graduation or Bright Futures Gold Seal Vocational Scholars course requirements.** • **Cumulative GPA of 2.0 on a 4.0 scale for 24 credit program**						
9th	English 1	*Algebra 1	Biology		HOPE (meets PE requirement)	Production Technology 1 (PA)	Foreign Language
10th	*English 2	Geometry	Physical Science	World History	Practical/Fine Arts	Production Technology 2 (PA)	Foreign Language
11th	English 3	Algebra 2	Chemistry or Physics or Equally Rigorous Course	US History		Production Technology 2 (PA)	
12th	4th year English	4th year Math		US Government and Economics with Financial Literacy			

Post-Secondary	**Based on the Career Cluster of interest and identified career and technical education program, the following postsecondary options are available.**		
	TECHNICAL CENTER PROGRAM(S)	**COMMUNITY COLLEGE PROGRAM(S)**	**UNIVERSITY PROGRAM(S)**
	Automation & Production Technology at SunCoast Technical Education Center	A.S. Engineering Technology at HCC A.S. Engineering Technology at SPC A.S. Engineering Technology at PHSC	BS in Industrial Management at USF BS in Industrial Engineering at UCF
CAREER	**Sample Career Specialties (The Targeted Occupations List may be used to identify appropriate careers.)**		
	Production Worker Team Assemblers	Engineering Technician Machinist Manufacturing Production Technician	Engineer
CREDIT	**Articulation and CTE Dual Enrollment Opportunities**		
	Secondary to Technical Center (PSAV)	**Secondary to College Credit Certificate or Degree** Students earning the MSSCN001 Industry Certification are guaranteed 15 credits in the Engineering Technology AS/AAS	**PSAV/PSV to AAS or AS/BS/BAS** Three (3) college credit hours to the AAS/AS Degree in Manufacturing Technology.

***= Level 3 Requirements** **#=Honors Weight** **♦=Science Equivalency** **@= Course Substitution** **PA= Fine/Performing Arts Credit**

Career and Technical Student Association: Skills USA

Internship/Work Experience Recommendations:

Program of Study Graduation Requirements: http://www.fldoe.org/academics/graduation-requirements

Career Cluster:	Health Science	CTE Program:	Allied Health Assisting
Career Cluster Pathway:	Support Services	Industry Certification:	Certified Medical Administrative Assistant, Certified Nursing Assistant

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	14 CORE CURRICULUM CREDITS				10 ADDITIONAL CREDITS		
	ENGLISH 4 credits	**MATH** 4 credits	**SCIENCE** 3 credits, 2 with lab	**SOCIAL STUDIES** 3 credits	**OTHER REQUIRED COURSES** FINE ARTS (1 credit), PHYSICAL EDUCATION (1 credit),	**CAREER AND TECHNICAL EDUCATION COURSES**	**RECOMMENDED ELECTIVES** (ALIGNED WITH COMMUNITY COLLEGE & STATE UNIVERSITY SYSTEM PROGRAMS)
HIGH SCHOOL (CHS, HHS)	**Diploma Options: (1) 24 Credit (2) 18 Credit ACCEL (3) Advanced International Certificate of Education (4) International Baccalaureate** • **Students are encouraged to begin planning for careers and post secondary options by exploring resources at mycareershines.org.** • **Students are also encouraged to participate in dual enrollment courses which may be used to satisfy high school graduation or Bright Futures Gold Seal Vocational Scholars course requirements.** • **Cumulative GPA of 2.0 on a 4.0 scale for 24 credit program**						
9th	English 1	*Algebra 1	Biology		HOPE (meets PE requirement)		Foreign Language
10th	*English 2	Geometry	Physical Science	World History	Practical/Fine Arts		Foreign Language
11th	English 3	Algebra 2	Chemistry or Physics or Equally Rigorous Course	US History		Health Science 1or Anatomy & Physiology	
12th	4th year English	4th year Math		US Government and Economics with Financial Literacy		Health Science 2, Allied Health 3 and Health Science Directed Study	

Post-Secondary	**Based on the Career Cluster of interest and identified career and technical education program, the following postsecondary options are available.**		
	TECHNICAL CENTER PROGRAM(S)	**COMMUNITY COLLEGE PROGRAM(S)**	**UNIVERSITY PROGRAM(S)**
	Certified Nursing Assistant, Practical, Surgical Technician, EMS, Paramedics, Medical Technician Programs	Various Health Science Programs including LPN, RN Radiology Technician, Ultrasound Technician	BS in Registered Nursing, Pre-Med, Pre-Pharmacy, Nurse Practitioner,
CAREER	**Sample Career Specialties (The Targeted Occupations List may be used to identify appropriate careers.)**		
	Certified Nursing Assistant, Patient Care Assistant, Practical Nurse	Nursing RN, Emergency Medical technician, Medical Administrative Assistant, Health Unit Coordinator, Medical Coder	Registered Nurse, Nurse Practitioner, Respiratory Therapist, Physical Therapist
CREDIT	**Articulation and CTE Dual Enrollment Opportunities**		

***= Level 3 Requirements** **#=Honors Weight** **♦=Science Equivalency** **@= Course Substitution** **PA= Fine/Performing Arts Credit**

Career and Technical Student Association: HOSA Future Health Professionals

Internship/Work Experience Recommendations: Clinical experience required as part of program

Program of Study Graduation Requirements: http://www.fldoe.org/academics/graduation-requirements

APPENDIX C
(Intervention Plans)

Individual Student Plans

Plan Element	Progress Monitoring Plan	Individual Education Plan (IEP)	Section 504 Plan	English Language Learners Plan
Authority	Section 1008.25(4), F.S.	Individuals with Disabilities Education Act and Rule 6A-6.03028, FAC	Section 504 of the Rehabilitation Act of 1973	Consent Decree, *LULAC et. al. v. State Board of Education* (1990)
Purpose	To assist the student in meeting state and district expectations for proficiency for promotion in ELA, mathematics, social studies, and science	To address the unique educational needs of a student with a disability, including their level of English proficiency to ensure a free and appropriate public education	To provide students with disabilities equal opportunity to benefit from educational programs, services, or activities as is provided their nondisabled peers	To ensure the provision of appropriate services to students with limited English proficiency and to monitor the progress made by such students
Target Audience/Student Eligibility	Students who do not meet specific levels of performance as determined by the district School Board ELA, mathematics, social studies, and science for each grade level, or who do not meet specific levels of performance on statewide assessments at selected grade levels	Students who meet the eligibility requirements under IDEA and State Board of Education Rules must have an IEP developed and implemented.	Students with a current physical or mental impairment which substantially limits one or more major life activities	Students identified through a home language survey and oral/aural and reading/writing (3-12) assessments to be limited English proficient
Goals	Identification of the desired level of performance in area(s) of deficiency. Level 3 on FSA, SRI grade level proficiency and below designated cut points on iReady.	Identification of measurable annual goals to address the student's priority educational needs and how the disability affects progress in the general education curriculum	Determination of necessary accommodations based on the individual needs of the student	Progress toward the acquisition and proficiency of the English language
Method	Diagnostic assessments may include: teacher and common district assessments, placement test, and diagnostic software results	Diagnostic assessments may include: teacher and common district assessments, placement test, and diagnostic software results	There are no specific requirements for the content of a Section 504 plan; the plan identifies the services or accommodations to be provided to the eligible student.	ACCESS for ELLs, diagnostic assessments may include: teacher and common district assessments, placement test, and diagnostic software results

Plan Element	Progress Monitoring Plan	Individual Education Plan (IEP)	Section 504 Plan	English Language Learners Plan
Monitoring	The how, when, how often, by whom, how long academic support instruction is to be provided, and the reevaluation activities to be employed	The how, when, how often, by whom, how long academic support instruction is to be provided, and the reevaluation activities to be employed	The how, when, how often, by whom, how long academic support instruction is to be provided, and the reevaluation activities to be employed	The how, when, how often, by whom, how long academic support instruction is to be provided, and the reevaluation activities to be employed
Parent Involvement	The school must collaborate with the parent of any student involved in the school-wide PMP through MTSS process.	Parents are integral members of the student's IEP team; documentation is required demonstrating that the parent was afforded the opportunity to participate.	Best practice dictates that they have involvement in the evaluation and placement process.	Parent involvement shall be promoted by the establishment of Parent Leadership Councils at the school or district level in addition to the training and promotion of parents of ELL students on other advisory councils in the district.
Service Delivery	Re-teaching by the classroom teacher, extra time programs, academic support programs, course/credit recovery Level 1 (intensive ELA and mathematics classroom) Level 2 (core academic classroom)	Identification and delivery of special education and related services, accommodations, and/or modifications	Individualized based on the student's required accommodations and/or modifications	Intensive English language instruction and instruction in basic subject that are comprehensible and equal to that provided to English proficient students in scope, sequence, etc.
Other Requirements	District school boards shall assist schools and teachers to implement research-based activities that have been shown to be successful in teaching low-performing students. academic support instruction provided during high school may not be in lieu of English and mathematics credits required for graduation.	An IEP may suffice for the PMP process.	Students eligible for a Section 504 plan may also participate in the school-wide PMP process if they are experiencing academic difficulties.	The ELL Student plan may be combined with an IEP. The ELL or Student plan may be included in or attached to an existing student's plan, e. g., IEP, or may be a separate document for a given student or students.

APPENDIX D

NOTICE OF USE OF SOCIAL SECURITY NUMBERS

Please Read the information below.

The School District of Hernando County may collect, use or release social security numbers (SSN) of students and/or parents for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law [Florida Statute §119.071(5)(a)2-3].

- **Student registration and student identification numbers [**Required to request by §1008.386 and §119.071(5)(a)6, F.S. However, §1008.386 notes as an exception, "However, a student is not required to provide his or her social security number as a condition for enrollment or graduation."]
- **Registration in an adult education program** [Required by 6A-10.0381, Florida Administrative Code (F.A.C.) if available and/or student identifier, as required by §119.071(5)(a)6, F.S.]
- **Tracking of adult students enrolled in a postsecondary program.** [Required by 6A-1.0955(3)(e), F.A.C., and by §119.071(5)(a)6, F.S.]
- **Criminal history, Level 1 and level 2 background checks / Identifiers for processing fingerprints by Department of Law Enforcement / Registration information regarding sexual predators and sexual offenders authorized by §943.04351, F.S., if SSN is available.** [Required by 11C-6.003, F.A.C., and §119.071(5)(a)2 and 6, F.S.]
- **Reports on students required to be submitted to Florida DOE** [Authorized by §119.071(5)(a)2 and 6, F.S.]
- **Tort claims and tort notices of claim against the School Board** [Required by §768.28(6) and §119.071(5)(a)6, F.S.]
- **Use of motor vehicle information from the Department of Motor Vehicles for the District to carry out its functions and to verify the accuracy of information submitted by agent or employee to District, including to prevent fraud, in connection with insurance investigations, and to verify a commercial driver's license.** [Authorized by federal law 18 U.S.C. 2721 et seq. and §119.071(5)(a)6, F.S.]
- **Information received from Florida DOE to locate missing Florida School Children.** [Required by 6A-6.083, F.A.C., and §119.071(5)(a)6, F.S.]
- **National School Lunch Act application verification process / Eligibility for Free and Reduced Price Meals and Free Milk in Schools.** [Required of the adult, if the person has a number, by federal law 42 U.S.C. 1751 et seq. and federal regulations 7 C.F.R. 245.2 and .3, and §119.071(5)(a)6, F.S.]
- **Reports from Department of Motor Vehicles of each student whose driver's license is suspended for excessive unexcused absences and reports to Department of non-enrollment or non-attendance upon the part of a student who is required to attend some school** [Required by §322.091(5), §1003.27, and §119.071(5)(a)6, F.S.]
- **Written verification from employer for vocational education, student follow up** [Required by 6A-10.0341, F.A.C., and §119.071(5)(a)6, F.S.]
- **Child abuse report to Department of Children and Families (DCF), of student victim and subjects of report** [Required by 65C- 29.002, F.A.C., and §119.071(5)(a)6, F.S.]
- **Identification of blood donors** [Authorized by federal law 42 U.S.C. 405(c)(2)(D)(i)]
- **The disclosure of the SSN is expressly required by federal or state law or a court order.** [Required by §119.071(5)(a)6, F.S.]
- **Collection and/or disclosure are imperative or necessary for the performance of the District's duties and responsibilities as prescribed by law, including but not limited for password identification to the District's network.** [Authorized by §119.071(5)(a)6, F.S., and required by §119.071(5)(a)2, F.S.]
- **The individual expressly consents in writing to the disclosure of his or her SSN.** [Authorized by §119.071(5)(a)6, F.S.]
- **The disclosure of the SSN is made to prevent and combat terrorism to comply with the USA Patriot Act of 2001, Public Law 107-56, or Presidential Executive Order No. 13,224.** [Required by §119.071(5)(a)6, F.S.]
- **The disclosure of the SSN is made to a commercial entity for the permissible uses set forth in the federal Driver's Privacy Protection Act of 1994, 18 U.S.C. 2721 et seq.; the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq.; or the Financial Services Modernization Act of 1999, 15 U.S.C. 6801 et seq., provided that the authorized commercial entity complies with the requirements of §119.071(5), F.S.** [Authorized by §119.071(5)(a)6, F.S.]
- **Income for Medicaid eligibility, determine the amount of medical assistance payments, process Medicaid billing, and provide program follow-up [Required by federal regulation 42 C.F.R. 435.910, unless student applicant for Medicaid refuses** to obtain a SSN, based on well-established religious objections]

APPENDIX E

STUDENT RECORDS

FERPA (Family Education Rights & Privacy Act) is a Federal law that is administered by the Family Policy compliance Office in the US Department of Education. This law gives parents [and students over eighteen (18) years of age] certain rights concerning student school records.

Annual Notice about Your Rights Concerning Student Records: Parent(s)/ guardian(s) have the right to inspect and review all records and data related to their child who is under 18 years of age or over 18 years of age if claimed as a dependent under IRS rules. This includes print, computer media, microfilm, and microfiche records. This may be done by contacting the school administration for an appointment. All requests will be granted within a reasonable period of time, not to exceed 30 days. Students 18 years of age and older have the right to inspect and review their records by following the same procedure outlined above.

Parent(s)/guardian(s) have an opportunity to challenge the content of their child's record, to ensure that it is not inaccurate, misleading, or otherwise in violation of privacy. Parent(s)/guardian(s) of students over eighteen (18) years of age claimed as a dependent under IRS rules and students over eighteen (18) years of age not claimed as a dependent are provided the opportunity to correct or delete inaccurate, misleading, or inappropriate data by first requesting a meeting with the school administration or department responsible for developing that information. If the school administration or department responsible for developing the information agrees that it needs to be corrected, then it is done, and only a notation that the record has been corrected or deleted is placed in the file. If an agreement is not reached at this level, then the parent(s)/guardian(s) or student over the age of 18 years if not claimed as a dependent, has the right to request a formal hearing under School Board Policy.

You have the right to let other people see your school records; however, the law allows some people to see your records without your consent. Exemptions to consent for disclosure:

i. School Board members, as part of an expulsion proceeding.
ii. School district employee or adult volunteer may see records if he or she needs information in the record in order to do his or her job as an employee or volunteer.
iii. Another educational institution even after a student has already enrolled or transferred if the purpose is related to the student's enrollment or transfer.
iv. Schools or institutions of post-secondary education to which a student seeks or intends to enroll.
v. Federal, state, and local authorities involved in an audit or evaluation of compliance with educational program requirements
vi. Financial aid institution, such as college loan personnel.
vii. Accrediting organizations.
viii. Persons who comply with lawfully issued orders or subpoenas.
ix. Persons who deal with health or safety emergencies.
x. State or local officials in connection with serving the student's under juvenile justice systems in the accordance with an interagency agreement or cooperative agreement as mandate by section Florida Statute §1003.52.

Some of the information in your child's school record is not confidential and may be released without your consent. This information is defined as "Directory Information". The primary purpose of directory information is to allow the District to include this type of information from your child's educational records in certain school publications.

Examples include: Yearbook, honor roll, graduation reports, sport publications, etc. The following records/reports are designated as Directory Information.

1. Student's name
2. Date of Birth
3. Dates of attendance
4. Address
5. Telephone number, if not unlisted or Restricted per state statute
6. Major field of study
7. Degrees, honors, and awards received
8. Most recent previous educational institution attended
9. Height & weight of members of athletic teams
10. Participation in recognized sports/activities

If you do not want directory information released, you must notify the school administration in writing specifying what types of directory information you do not want released. The written notice to the school administration must be received no later than September 15, of each school year, or within 30 days of receiving this notice, if you enroll after the school year has begun. Military recruiters and institutions of higher education are entitled, under federal law, to a list of names, addresses, and telephone numbers of high school students, unless you object to such release. The Superintendent also authorizes

release of this information to companies that manufacture class rings and publish yearbooks. You must notify your child's school administration in writing, if you do not wish this information released without your consent. Both parents have a right to see their child's record unless there is a certified copy of an order on file at the school that specifically denies the right of access to school records. Copies of school records are available for a minimum copying charge.

You have the right to inspect, upon request, any instructional material used as part of the educational curriculum. This does not include academic tests/assessments.

You have the right to opt out of any physical examination or screening that is invasive in nature – any medical examination that involve exposure of private body parts, or any acts during examination that include incision, insertion, or injection into the body, but do not include a hearing , vision, scoliosis screening, or head lice exams.

"Note: The School District may permit School Resource Officers (SRO) to view live feed of School District risk-management surveillance videos (bus or schools) or playback of such videos. A subpoena is required if the officer requests a copy of the video."

APPENDIX F

SURVEYS

Students are not required to participate in any survey that concerns one or more of the following protected areas without prior written consent:

1. Political affiliations or beliefs of the student or the student's parents
2. Mental and psychological problems of the student or the student's family
3. Sexual behavior or attitudes
4. Illegal, antisocial, self-incriminating, or demeaning behavior
5. Critical appraisals of other individuals with whom the respondent has close family relationships
6. Legally recognized privileged relationships, such as those of lawyers, physicians, and ministers
7. Religious practices, affiliations, or beliefs of the student or the student's parent
8. Income (other than required by law to determine program eligibility)

Parents have the right to inspect any survey before it is administered or distributed by contacting the school and making an appointment during regular school hours.

You have the right to file a complaint with the U.S. Department of Education concerning alleged failure by the District to comply with the requirements of the Family Educational Rights and Privacy Act of 1974 (FERPA). The address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue S.W. Washington, D.C. 20202-5920

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

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

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

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

Account Name

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

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

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

Amount $

Funding Source

Account Name

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

Amount $

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 7. 26-3285 9/23/2025

Title and Board Action Requested
Enter a Final Order Expelling the Student in Case No. E2026-08-01 for one (1) academic year.

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

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

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

Financial Impact
The cost of this agenda item is $ 0. See attached budget sheet.

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

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

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 8. 26-3323 9/23/2025

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

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

My Contact
Ray Pinder
Superintendent of Schools

2023-28 Strategic Focus Area
Priority 3: Community Connection

Financial Impact
There is no financial impact

AGENDA ITEM COMMENT FORM FOR SPEAKERS

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

LEGAL NAME/**PRINTED**: _____

LEGAL ADDRESS: _____

PHONE: (_____) _____

Identify agenda item to be addressed:

Ex.) Agenda item #: 10

Agenda item #: _____

Agenda item #: _____

Guidelines:

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

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

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

Signature of speaker: _____

Chairperson's Approval of form: _____

FOR OFFICE USE ONLY:

Date Received: _____

Time Received: _____

Hernando County School Board
CODE OF CIVILITY

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

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

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

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

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

Hernando School District

School Board Regular Meeting

Agenda Item # *9. 26-3303 9/23/2025

Title and Board Action Requested
Approval of the Personnel Recommendations

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

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

2023-28 Strategic Focus Area
Priority 2: Talent Management

Financial Impact
See attached budget sheet.

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

I. CONSENT AGENDA

A. Approval of Personnel Recommendation

1. Instructional Leaves

First Name	Last Name	Position	Site	From	Through
Carol	Ballard	Teacher	WWK8	08/04/25	08/22/25
Laura	Bartow	Teacher	JDFES	09/02/25	09/16/25
Kelly	Pelfrey	Teacher	FCMS	08/11/25	09/05/25
Danielle	Perez	Teacher	PGES	08/19/25	11/07/25
Paige	Scott	Teacher	CES	09/18/25	12/18/25
Robert	Strasser	Teacher	FCMS	08/14/25	10/10/25

2. Instructional Appointments and Approval of Probationary Contract

First Name	Last Name	Position	Site	Date
Diane	Claussen	Teacher	CHS	08/28/25
Danila	Dronov	Teacher	WWHS	08/25/25
Diane	Goodbrake	Teacher	SHES	08/25/25
Jennifer	Hicks	Teacher	DES	08/25/25
Keith	Valenza	Teacher	ENDV	08/26/25

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

4. Instructional Transfers

First Name	Last Name	From	To	Date
Kristie	Licht	Reading Coach, DES	Teacher, FWSHS	08/18/25
DeAnna	Molina	Teacher, WES	Reading Coach, Academic Services	08/18/25

5. Instructional Separations

First Name	Last Name	Position	Site	Date	Type
Sonja	Abbey	Teacher	MES	08/27/25	Probationary Release
Mohammad	Abuhmaid	Teacher	MES	08/27/25	Probationary Release
Carol	Appleton	Teacher	FCMS	09/05/25	Released
Micheline	Gray	School Social Worker	SHES	09/05/25	Resignation
Alicia	Orr	Teacher	DES	08/28/25	Resignation
Richard	Wolfert	Teacher	CHS	08/25/25	Resignation

6. Non-instructional and Professional/Technical/Supervisory Leaves

First Name	Last Name	Position	Site	From	Through
Margaret	Merillo	School Health Professional	WWHS	08/04/25	09/05/25
Georgette	Polichak-Sanchez	Secretary II	PGES	08/04/25	09/10/25

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

First Name	Last Name	Position	Site	Date
Nancy	Atha	Paraprofessional	DES	08/25/25
Sabrina	Barnes	Paraprofessional	WWHS	08/27/25
Miguel	Becerril Romero	Food/Nutrition Services Associate Rover	Food/Nutrition	08/22/25
Steven	Blum	Bus Operator	Transportation	08/18/25
Stefano	Capicotto	Paraprofessional	ESE	08/25/25
Dakeysha	Durham	Bus Operator	Transportation	08/18/25
Carlos	Enriquez	Bus Operator	Transportation	08/18/25
Kendrea	Hodges	Food/Nutrition Services Associate	EK8	08/27/25
Mary	Hollenbeck	Bus Attendant	Transportation	08/18/25
Rebecca	Horning	Bus Operator	Transportation	08/18/25
Lyndell	Hudson II	Paraprofessional	ENDV	08/19/25
Jordan	Johnson	Environmental Services Tech I	FWSHS	08/21/25
Holly	McCarty	Paraprofessional	SHES	08/28/25
Anna	Oliveria	Bus Attendant	Transportation	08/18/25
Stephanie	Tirado Figueroa	Food/Nutrition Services Associate	WWK8	08/27/25
Alicia	Torres	Paraprofessional	HHS	08/25/25
Larry	Vezina	Bus Operator	Transportation	08/26/25
Devin	Walters Jackson	Lawn Turf Maintenance	Maintenance	08/25/25
Helen	Wintz	Food/Nutrition Services Associate	CES	08/22/25

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

First Name	Last Name	From	To	Date
Ashley	Abesada	Paraprofessional Clinic, WWK8	Paraprofessional ESE, WWK8	08/25/25
Rosmerys	Batista Martinez	Food/Nutrition Associate Rover, Food/Nutrition	Food/Nutrition Services Associate, PGES	08/27/25
Susan	Brooks	Paraprofessional II, PGES	Paraprofessional, WHMS	08/18/25
Miriam	Negron-Carti	Food/Nutrition Services Associate, Food/Nutrition	Food/Nutrition Services Associate, FCMS	08/26/25
Catherine	Salin	Paraprofessional II, MES	Paraprofessional ESE, MES	08/20/25
Billie	Taylor	Food/Nutrition Services Associate, FWSHS	Paraprofessional, ESE	08/25/25
Ian	Thomas	Lawn Turf Maintenance, Maintenance	Semi-Skilled Craftsman, Maintenance	08/18/25
Melissa	Wright	Secretary II, Adult Ed	Workforce Development Liaison, Adult Ed	08/26/25

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

First Name	Last Name	Position	Site	Date	Type
Jennifer	McLeod	Bookkeeper	ENDV	09/12/25	Resignation
Matthew	Stier	Environmental Services Tech I	EK8	08/29/25	Resignation

10. Other

Additional Duty, and/or Additional Days/Hours

Name	Position - Site	Activity	Date	Total Hrs	Funding
Jeanne Barber	Secretary II, WWK8	Web Master	08/11/25	60 Total	General Fund
Christina Brandhuber	Media Specialist, ESE	Title I Compliance Work	8/12/2025	1 Total	Title I
Diane Burns	Paraprofessional, WWK8	One on One Paraprofessional	08/11/25	10 Total	IDEA
Michelle Cruz	Secretary II, CES	Web Master	08/11/25	60 Total	General Fund
Theresa Davis	Secretary II, HHS	Web Master	08/11/25	60 Total	General Fund
Donna Loughran	Secretary II, FWSHS	Web Master	07/01/25	60 Total	General Fund
Kendra Malcolm Baker	Teacher, FWSHS	Extended Essay Coordinator	08/11/25	30 Total	IB District Funds
Angela Shepard	Communications Facilitator, HITV	Title I ADA Compliance Work	08/12/25	1 Total	Title I

Approve Teacher(s), CAS Supervisor (FWSHS) - 08/11/2025 - 30 Total Hrs. (Title I)

First Name	Last Name
Robert	Wilson
Jeffrey	Erb
Erin	Edwards
Kendra	Malcolm Baker

Approve Teacher(s), Extended Essay Student Supervisor (FWSHS) - 08/11/2025 - 24 Max Total Hrs. (B District Funds)

First Name	Last Name
Asiya	Arshi
Nicole	Ashworth
Christopher	Auricchio
Kendra	Malcolm Baker
Meredith	Benvegna
Abigail	Berlew
Donna	Carmack
Grady	Craver

Erin	Edwards
Jeffrey	Erb
John	Imhof
Anne	McCarthy
Roland	Mullins
Mary	Scott
Maria	Sufficool
Vanessa	Sufficool
Shelby	Scott
Shelby	Scott
Robert	Wilson

Approve Teacher(s), Title I Night/ Open House (DSPMS) - 08/28/2025 - 3 Total Hrs. (Title I)

First Name	Last Name
Brenda	Allen
Kaydeon	Anderson
Kevin	Aviles
Jessica	Bates
Kaitlin	Bixler
Patrick	Brandhuber
Shannon	Brening
Brittany	Burkhart
Karrah	Christensen
Danielle	Christian
Renelda	Colvard
Valerie	Curren
Nicole	Evans
Casey	Farmer
Larry	Fiebig
Yamil	Figueroa
Veronica	Flynn
Deonne	Fry
Melissa	Gressle
Grace	Hart
Althea	Hudson
Ricardo	Hudson
Bridie	Jones
Andrea	Kelliher
Andrea	Kreismann
Carrie	LaBarge
Matthew	Leonhart
Dena	Libengood
Shacory	Lindo
Nicholas	Manco
Milton	Martin
Stacy	McCalla
Christie	Miller
Lamon	Neal
Joshua	Petty
Misty	Petty
Kenneth	Platt
Megan	Platt
Frances	Primeau
Kirstin	Ratliff
Robert	Sanborn
Shandi	Schulzki
Dustin	Thomas
Susan	Whealton
Savannah	Zipperer

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

First Name	Last Name
Qian	An
Roseann	Barile
Michael	Batton
Regina	Cooper

Traci	Galioto
Lisa	Guerin
Laura	Hill
Barbarita	Hinton
Cheryl	Hitchcock
Veronica	Martin
Nancy	McCarthy
Regan	Pisarksi
Rosemarie	Poluchowicz
Barbara	Weiss

Part-time Hernando eSchool Teacher(s) for 2025-2026 Year

First Name	Last Name
M Bridget	Cotto
Robert	Kazmier

11. Drop Program Participant(s)

First Name	Last Name	Position	Site	Date
Calvin	Brown	Teacher On Admin Assignment	ENDV	09/01/25
Cari	O'Rourke	Principal	SHES	08/01/25

12. Supplements - see attached list(s)

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

$	1,440,083.08	Instructional
$	92,174.83	Noninstructional
$	1,532,257.91	Sub-Total
$	350,580.61	Benefits (22.88%)
$	1,882,838.52	Total

2025 - 2026 ESOL: Out-of-Field Teachers

Agenda September 23, 2025

Site	Name		Assignment	Total Points Needed	Required Points This Year
CHS	Claussen	Diana	English	300	60
DES	Gonzalez	Dianela	Elem Ed	300	60
DES	Javier	Rosette	Elem Ed	300	60
DES	Skinner	Rebecca	ELA	300	60
DES	Stewart	Tanya	ESE	300	60
DSPMS	Gressle	Melissa	Reading	300	60
EES	Crum	Fred	ESE	300	60
EES	Lott	Mary	Elem Ed	300	60
EES	Siciliano	Tami	ESE	300	60
EK8	Darrah	Nataleigh	ESE	300	60
EK8	Gordon	Hannah	Elem Ed	300	60
EK8	Sarran	Sabreena	ESE	300	60
EK8	Webber	Darcy	Elem Ed	300	60
FCMS	Lembo	Frank	ELA	300	60
JDFES	Demeglio	Shelly	Elem Ed	300	60
JDFES	Rode	Wendi	Elem Ed	300	60
MES	Freeman	Audra	Elem Ed	300	60
MES	Kiley	Rachel	Elem Ed	300	60
MES	Ladd	Jordan	Elem Ed	300	60
MES	Morito	Kailee	Elem Ed	300	60
MES	Rossouw	Pamela	Elem Ed	300	60
NCTHS	Chwalik	Katherine	ELA	300	60
PGES	Baumes	Dorothy	ESE	300	60
PGES	Graves	Wevlyn	Elem Ed	300	60
PGES	Hamann	Kim	Elem Ed	300	60
PGES	Minto	Angelle	Elem Ed	300	60
PMS	Bryska	Shaun	ELA	300	60
SES	Blaha	Ana	Elem Ed	300	60
SES	Varno	Fiona	Elem Ed	300	60
SHES	Araoz	Jeanine	Elem Ed	300	60
SHES	Baynham	Derquisha	Elem Ed	300	60
SHES	Lancaster	Faith	Elem Ed	300	60
SHES	Martinez	Iris	Elem Ed	300	60
SHES	Mclaughlin	Jaleesa	Elem Ed	300	60
SHES	Miller	Kylee	Elem Ed	300	60
WES	Weimern	Jaqueline	Elem Ed	300	60
WHMS	Clement	Jazmine	ELA	300	60

NONINSTRUCTIONAL, PROFESSIONAL/TECHNICAL & ADMINISTRATIVE SUPPLEMENTS 2025-2026			
		Board Action 9/23/2025	
Toppa, Wendolyn	FCMS	School Health Professional - LPN	$ 2,500.00
Ruiz, Peter	Endeavor	Translation 196/8	$ 784.00
Pinero, Liz Mary	CHS	Bookkeeper ESE Cntr.	$ 500.00
Chisman, Jennifer	DES	Bookkeeper ESE Cntr.	$ 500.00
Buscemi, Wendy	EK8	Bookkeeper ESE Cntr.	$ 500.00
Baldwin, Heather	PGES	Bookkeeper ESE Cntr.	$ 500.00
Aguiar, Carmen	WHMS	Bookkeeper ESE Cntr.	$ 500.00
Revis, Mary	CHS	Data Entry ESE Cntr.	$ 500.00
Inglese, Brittany	DES	Data Entry ESE Cntr.	$ 500.00
Piecora, Joseph	EK8	Data Entry ESE Cntr.	$ 500.00
Kneiss, Krysti	EK8	Data Entry ESE Cntr.	$ 500.00
Ghrist, Tracy	PGES	Data Entry ESE Cntr.	$ 500.00
Irizarry, Bernice	WHMS	Data Entry ESE Cntr.	$ 500.00
Hernandez-Boutros, Adrianna	CK8	K-8 Bookkeeper Supp.	$ 2,000.00
Buscemi, Wendy	EK8	K-8 Bookkeeper Supp.	$ 2,000.00
Maurer, Stephanie	WWK8	K-8 Bookkeeper Supp.	$ 2,000.00
Weaver, Jennifer	FNS	SUP - Degree 249/8 (eff 8/18/25)	$ 774.00
		Total From Previous Agenda 9/9/25	$ 76,616.83
		Total Noninstructional/PTS/Adm. Supplements	$ 92,174.83

INSTRUCTIONAL SUPPLEMENTS/DIFFERENTIATED PAY FOR ADDITIONAL DUTIES 2025-2026			
		Board Action 9/23/2025	
Decker, Elizabeth	FCMS	Coach - Cheerleading M.S.	$ 1,179.15
Record, Alex	FCMS	Coach - Basketball Head Girls	$ 1,515.15
Hurd, Vanessa	FCMS	Coach - Volleyball Head JV (Equity)	$ 1,515.00
Mormando, Dustin	FCMS	Coach - Basketball Asst. Boys	$ 1,354.50
Majka, Sarah	FCMS	Coach - Golf (Boys & Girls)	$ 945.00
Marrone, Mary	HHS	Assistant to Band Director - Color Guard	$ 1,890.00
Marrone, Mary	HHS	Assistant to Band Director - Winter Guard	$ 1,890.00
Carr, Dave	HHS	Assistant to Band Director - Percussion Tech.	$ 1,590.00
Christensen, Karrah	HHS	Assistant to Band Director - Brass/Woodwind	$ 1,590.00
Erbe, Gina	NCTHS	Club Flex	$ 1,134.00
Ferlita, Tara	NCTHS	Club Flex	$ 1,134.00
Mainella, Amy	NCTHS	Coach - Soccer Head JV Girls	$ 1,590.75
Mainella, Amy	NCTHS	Coach - Soccer Head Girls	$ 2,735.25
O'Connell, Kimberlee	NCTHS	Coach - Softball Asst.	$ 1,590.75
Olmstead, Gerard	NCTHS	Coach - Softball Head	$ 2,735.25
Galioto, Traci	NCTHS	Coach - Swimming (Boys & Girls) - eff 8/16/25	$ 1,325.60
Whittaker, Marissa	NCTHS	Coach - Cheerleading JV	$ 1,590.75
Odachowski, Gregory	Endeavor	Extra Class - MA	$ 3,987.00
Ballard, Kevin	Endeavor	Extra Class - BA	$ 3,725.00
Jamnick, James	Endeavor	Extra Class - MA	$ 3,987.00
Strachan, Caroline	Endeavor	Extra Class - BA	$ 3,725.00
Roberts, Timothy	Endeavor	Extra Class - MA	$ 3,987.00
Webster, Kimberly	Endeavor	Extra Class - BA	$ 3,725.00
Hoblit, Tiffany	Endeavor	Extra Class - MA	$ 3,987.00
Duckett, Erin	Endeavor	Extra Class - BA	$ 3,725.00
Gomes, Kimberly	Endeavor	Extra Class - MA	$ 3,987.00
McCarthy, Nancy	Endeavor	Extra Class - MA	$ 3,987.00
Hall, Gina	Endeavor	Extra Class - MA	$ 3,987.00
Ruiz, Peter	Endeavor	Lunch Duty - 30 Minutes	$ 1,050.00
McCarthy, Nancy	Endeavor	Lunch Duty - 30 Minutes	$ 1,050.00
Webster, Kimberly	Endeavor	Lunch Duty - 30 Minutes	$ 1,050.00
Hoblit, Tiffany	Endeavor	Lunch Duty - 30 Minutes	$ 1,050.00
Roberts, Timothy	Endeavor	Lunch Duty - 30 Minutes	$ 1,050.00
Copeland, Horace	Endeavor	Lunch Duty - 30 Minutes	$ 1,050.00
Montalbano, Thomas	Endeavor	Lunch Duty - 30 Minutes	$ 1,050.00
Ballard, Kevin	Endeavor	Lunch Duty - 30 Minutes	$ 1,050.00
Brown, Calvin	Endeavor	Lunch Duty - 30 Minutes	$ 1,050.00
Odachowski, Gregory	Endeavor	Lunch Duty - 30 Minutes	$ 1,050.00
Webster, Kimberly	Endeavor	Team Leader - Endeavor	$ 1,352.00
Duckett, Erin	Endeavor	Team Leader - Discovery	$ 1,352.00
McAuley, Kimberly	CES	Newspaper Advisor (split 50/50)	$ 243.50
Haber, Erin	CES	Newspaper Advisor (split 50/50)	$ 243.50
Milano, Katie	CES	PBS Sponsor	$ 487.00
Lawson, Jennifer	CES	School Science Fair	$ 670.00
Darby, Natalie	CES	School Initiative Sponsor	$ 515.00
Lawson, Jennifer	CES	School Initiative Sponsor	$ 515.00
Milano, Katie	CES	Student Council Sponsor	$ 487.00
Lehmann, Kerri	CES	Academic Competition - Book Battle Sponsor	$ 487.00
White, Jamie	CES	Yearbook Advisor	$ 668.00
Kraus, Nancy	CES	Elementary Music Director	$ 750.00
Kraft, Irmarie	CES	Theater Director	$ 750.00
Dilly, Melanie	CES	Visual Arts	$ 250.00
Lynch, Christine	CES	Team Leader - Kindergarten	$ 1,352.00
Honey-Baroudi, Rebecca	CES	Team Leader - 1st Grade	$ 1,352.00
Holmlund, Chantel	CES	Team Leader - 2nd Grade	$ 1,352.00
Koenig, Deborah	CES	Team Leader - 3rd Grade	$ 1,352.00
Zack, Amy	CES	Team Leader - 4th Grade	$ 1,352.00
Griffith, Kim	CES	Team Leader - 5th Grade	$ 1,352.00
Flaherty, Jennifer	CES	Team Leader - Specials	$ 1,352.00
Lawson, Jennifer	CES	Team Leader - ESE	$ 1,352.00
Page, Rebekah	CES	Lunch Duty - 30 Minutes	$ 1,050.00
Guido, Rachel	CES	Lunch Duty - 30 Minutes	$ 1,050.00
White, Jamie	CES	Lunch Duty - 30 Minutes	$ 1,050.00
Shutty, Jonathan	CES	Lunch Duty - 30 Minutes	$ 1,050.00
Viola, David	CES	Lunch Duty - 30 Minutes	$ 1,050.00
Holmlund, Christina	CES	Lunch Duty - 30 Minutes	$ 1,050.00
King, Miranda	PGES	PBS Sponsor	$ 487.00
Crescimanno, Haley	PGES	School Science Fair Director	$ 670.00
Fradera, Lynn	PGES	School Initiative Sponsor	$ 515.00
Albanese, Dawn	PGES	School Initiative Sponsor	$ 515.00
Lambert, Laura	PGES	Student Council Sponsor	$ 487.00
Rocanelli, Victoria	PGES	Academic Competition	$ 487.00
Hackney, Keri-Lyn	PGES	Yearbook Advisor	$ 668.00
Rocanelli, Victoria	PGES	Elementary Music Director	$ 750.00
Rocanelli, Victoria	PGES	Theater Director	$ 750.00
Toro, Rose	PGES	Visual Arts	$ 250.00
Morelli, Marlo	PGES	Team Leader - Kindergarten	$ 1,352.00
Brooks, Jessica	PGES	Team Leader - 1st Grade (50/50 split)	$ 676.00
Moses, Krista	PGES	Team Leader - 1st Grade (50/50 split)	$ 676.00
Denig, Lynn	PGES	Team Leader - 2nd Grade	$ 1,352.00
Wisloh, Vashty	PGES	Team Leader - 3rd Grade	$ 1,352.00
McAuley, Shea	PGES	Team Leader - 4th Grade	$ 1,352.00
Marshall, Nickeisha	PGES	Team Leader - 5th Grade	$ 1,352.00
Clifford, Tina	PGES	Team Leader - Specials	$ 1,352.00
Lambert, Laura	PGES	Team Leader - ESE	$ 1,352.00
King, Miranda	PGES	Newspaper Advisor	$ 487.00

Treanor, Sarah	HR	ATS Mentor 1st Semester - SHES (Duxstead)	$ 750.00						
Treanor, Sarah	HR	ATS Mentor 2nd Semester - SHES (Duxstead)	$ 750.00						
Blanton, Katie	HR	ATS Mentor 1st Semester - SHES (Castillo)	$ 750.00						
Blanton, Katie	HR	ATS Mentor 2nd Semester - SHES (Castillo)	$ 750.00						
Garman, Ashley	HR	ATS Mentor 1st Semester - SHES (Bradford)	$ 750.00						
Garman, Ashley	HR	ATS Mentor 2nd Semester - SHES (Bradford)	$ 750.00						
Ribe, Ashley	HR	ATS Mentor 1st Semester - SHES (Davis)	$ 750.00						
Ribe, Ashley	HR	ATS Mentor 2nd Semester - SHES (Davis)	$ 750.00						
Rodriguez, Maxine	HR	ATS Mentor 1st Semester - SHES (Liggett)	$ 750.00						
Samson, Amanda	HR	ATS Mentor 1st Semester - SHES (Eliopoulos)	$ 750.00						
Samson, Amanda	HR	ATS Mentor 2nd Semester - SHES (Eliopoulos)	$ 750.00						
Gompers, Jennifer	HR	ATS Mentor 1st Semester - SHES (Rhine)	$ 750.00						
Rodriguez, Maxine	HR	ATS Mentor 1st Semester - SHES (Martin Vega)	$ 750.00						
Rodriguez, Maxine	HR	ATS Mentor 2nd Semester - SHES (Martin Vega)	$ 750.00						
Denig, Lynn	HR	ATS Mentor 1st Semester - PGES (Smith)	$ 750.00						
Denig, Lynn	HR	ATS Mentor 2nd Semester - PGES (Smith)	$ 750.00						
Denig, Lynn	HR	ATS Mentor 1st Semester - PGES (Dubuque)	$ 750.00						
Denig, Lynn	HR	ATS Mentor 2nd Semester - PGES (Dubuque)	$ 750.00						
Bozarth, Amanda	HR	ATS Mentor 1st Semester - PGES (Casteel)	$ 750.00						
Bozarth, Amanda	HR	ATS Mentor 2nd Semester - PGES (Casteel)	$ 750.00						
Morelli, Marlo	HR	ATS Mentor 1st Semester - PGES (Kirchner)	$ 750.00						
Morelli, Marlo	HR	ATS Mentor 2nd Semester - PGES (Kirchner)	$ 750.00						
Morelli, Marlo	HR	ATS Mentor 1st Semester - PGES (Walker)	$ 750.00						
Morelli, Marlo	HR	ATS Mentor 2nd Semester - PGES (Walker)	$ 750.00						
Myers, Jennifer	HR	ATS Mentor 1st Semester - PGES (Corsello Murphy)	$ 750.00						
Myers, Jennifer	HR	ATS Mentor 2nd Semester - PGES (Corsello Murphy)	$ 750.00						
Buse, Jessica	HR	ATS Mentor 1st Semester - WHMS (Acker)	$ 750.00						
Buse, Jessica	HR	ATS Mentor 2nd Semester - WHMS (Acker)	$ 750.00						
Williams, Nancy	HR	ATS Mentor 1st Semester - WWK8 (Whitehurst)	$ 750.00						
Bristol, Joseph	WHMS	Coach - Football Asst. (going to be head coach)	$ (1,354.50)						
		Total From Previous Agenda 9/9/25	$ 1,296,305.43						
		Total Instructional Supplement/Differentiated Pay	**$ 1,440,083.08**						

Agenda Item # 10. 26-3242 9/23/2025

Title and Board Action Requested

Approve Out-of-State Travel for Anna Jensen, Director of Exceptional Student Education, to Attend the 2025 CASE Conference in Oklahoma City, Oklahoma on November 5-7, 2025

Executive Summary

The Director of Exceptional Student Education, on behalf of the Superintendent of Schools, hereby requests the Board approve out-of-state travel for Anna Jensen to attend the 2025 CASE Conference in Oklahoma City, Oklahoma on November 5-7, 2025. The CASE Conference is the premier special education leadership event of the year. CASE, The Council of Administrators of Special Education, the largest division of the Council for Exceptional Children, is an international nonprofit professional organization providing leadership, advocacy, and professional development to more than 6,000 administrators responsible for the implementation of the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973.

This conference represents a unique opportunity to unite, collaborate, and inspire one another in shared endeavors to lead and innovate in special education. The conference includes Key Speakers that will focus on current issues from legal updates and instructional best practices to mental health support, for students with disabilities that our schools and educators are facing involving Special Education.

By attending, the Director will engage with national and international experts and return with high-quality professional learning that is relevant and important to the field of special education, designed to provide world-class learning and networking to strengthen and grow the field of special education.

There is no Financial Impact to the Board as all expenses will be covered by the Florida Division of CASE, where Anna Jensen holds the office of President-Elect.

My Contact

Anna Jensen
Director of Exceptional Student Education
352-797-7022 ext. 70485
Jensen_a@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

No financial impact.

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

THE 2025 CASE CONFERENCE
OKLAHOMA CITY • NOV 5-7
50 YEARS OF IDEA

AGENDA AT-A-GLANCE

Monday, November 3, 2025

- 9:00 Executive Committee Meeting (EC Members only; specific time TBD)

Tuesday, November 4, 2025

- 9:00 Board of Directors Meeting (Board of Directors only; specific time TBD)
- *4:00-8:00 PM Exhibit Hall Set Up*
- 5:00-8:00 PM Registration Open (complete your registration during these hours)

Wednesday, November 5, 2025

- *7:00-8:00 AM Exhibitor Set Up (final prep; main exhibitor set up is Tuesday from 4-8PM)*
- *8:00 AM-5:30 PM Exhibit Hall Hours*
- *9:00 AM-1:00 PM Concessions Open*
- *Breakfast and Lunch on your own*
- *9:30-11:15 AM Opening General Session with Jeff Butler, "Leading In Times of Uncertainty"*
- *11:45 AM-2:00 PM Poster Sessions and Concurrent Sessions*
- 2:15-2:45 PM General Session with Tasha Schuh, "50 Years of IDEA, A Celebration of Resilience and Progress"
- *2:45-3:15 PM Exhibit Hall, Refreshment Break*
- *3:15-5:30 PM Mini Courses*
- *3:15-5:30 PM Poster Sessions in the Exhibit Hall*
- *3:15-5:30 PM Concurrent Sessions*
- *5:30-7:30 PM Dinner on your own prior to the celebration*
- *7:30-11:00 PM "50 Years of IDEA Celebration"*

Thursday, November 6, 2025

- *8:00 AM-5:00 PM Exhibit Hall Hours*
- *8:00-9:00 AM Exhibit Hall: Breakfast*
- *9:00-11:15 AM General Session with Keynote: Sandra Y.G. Jones, "Respectful Leadership: Elevating Outcomes Through Civility" along with our Awards, and Special Education Leadership Institute*
- *11:00 AM-3:00 PM Concessions Open*
- *11:15 AM-12:15 PM Visit Exhibit Hall, Concessions (lunch on your own)*
- *12:15-2:30 PM Poster Sessions in the Exhibit Hall*
- *12:15-3:45 PM Concurrent Sessions*
- *3:00-5:00 PM Special Education Leadership Institute Showcase in the Exhibit Hall/Keynote Hall*
- *3:00-5:00 PM Exhibit Hall for Refreshment Break (Appetizers and Cash Bar)*

Friday, November 7, 2025

- *8:30-9:00 AM Grab n'Go Breakfast*
- *9:00-11:15 AM Concurrent Sessions*
- *11:30 AM-12:30 PM Closing General Session: Federal Update with Phyllis Wolfram and Julie Weatherly, Esq.*

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

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

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Jensen	Anna		08092
POSITION			SCHOOL/COST CENTER
Director of ESE			ESE - 9005

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

TO BE COMPLETED BY APPLICANT:

I hereby apply for:

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

- ☐ Sick Leave
- ☐ Personal Leave (charged to Sick Lv.)
- ☐ Personal Leave (Without Pay)
- ☐ Professional Leave
- ☐ Other_____
- ☐ Worker's Comp
- ☐ Military Leave
- ☐ Vacation Leave
- ■ Temporary Duty (Attach documentation)
- ☐ Compensatory Time (non-exempt employees only)
- ☐ Per Diem
- ☐ Registration
- ☐ Mileage
- ☐ Hotel Expense (Single Room Rate)
- ☐ Meals

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

Number of Hours Requested 32

Purpose/Benefit (DO NOT use acronyms) CASE Conference in Oklahoma City, OK

Destination _____

BEGINNING	ENDING
Time 8:00 AM _____ PM	Time _____ AM 4:00 PM
Day of Week Tuesday Date 11/4/25	Day of Week Saturday Date 11/8/25

SOURCE OF FUNDS

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

✗ Signature of Applicant _____ Date 8-12-25

FOR OFFICE USE ONLY: ☐ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 8/25/25

Project Director (if applicable) _____ Date _____

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

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

Name of substitute(s) (if any): Amount of Time substituting:

_____ _____ hours: _____ days.

_____ _____ hours: _____ days.

SO-Per-025
November 2020
Reorder from Printing

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

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

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

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

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

Account Name

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

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

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

Amount $

Funding Source

Account Name

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

Amount $

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 11. 26-3313 9/23/2025

Title and Board Action Requested
Approval of the Contract Between Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital and Hernando County School District for Clinical Learning Experiences in Health Sciences Programs

Executive Summary
The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the contract between Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital and Hernando County School District (HCSD). This agreement establishes a partnership to provide high-quality clinical learning experiences at Tampa General Hospital facilities for students enrolled in HCSD's college and career programs in Health Sciences. Under this agreement, students will have access to hospital-based clinical experiences, observation, and supervised patient care opportunities that align with program objectives and industry standards. The agreement also ensures mutual collaboration on student supervision, safety, compliance with applicable laws, and professional development for students when applicable. There are no costs associated with this partnership.

My Contact
Beth Lastra
Supervisor of College and Career Programs
352-797-7000 ext. 70474
lastra_b@hcsb.k12.fl.us

2023-28 Strategic Focus Area
Priority 1: Student Success

Financial Impact
See attached budget sheet.

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

EDUCATION AFFILIATION AGREEMENT

THIS EDUCATION AFFILIATION AGREEMENT ("***Agreement***") is made and entered into as of the date last executed below ("***Effective Date***") by and between Florida Health Sciences Center, Inc. d/b/a **Tampa General Hospital**, on behalf of itself and its affiliates, a Florida not-for-profit corporation ("***Hospital***"), and **Hernando County School Board** ("***School***"), a body politic, corporation and agency of the State of Florida. School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, School enrolls students in college and career programs in the field of Health Sciences (the "Degree Program") listed under Exhibit B.;

WHEREAS, the School is desirous of establishing an agreement to provide high quality clinical learning experiences at Hospital for students enrolled in the School's college and career listed in Exhibit B; and

WHEREAS, Hospital operates an acute care hospital operated primarily to promote the efficient delivery of quality health care services in the community served by Hospital; and

WHEREAS, Hospital is willing, subject to the terms and conditions of this Agreement, to provide its facility to serve as the location for the clinical learning experiences for the School's college and career programs listed in Exhibit B;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE 1: General Understanding

1.1 The clinical learning experiences to be provided will be of such content and cover such periods of time as may, from time to time, be mutually agreed upon in writing by the School and the Hospital.

1.1.1 The number of students designated for participation in a clinical learning experience, their academic level, the time and length of the learning experience, and the availability of learning opportunities will be mutually determined by written agreement of the parties in advance of the clinical assignment.

1.1.2 All student participants must be mutually acceptable to both parties and either party may temporarily withdraw any student from the learning experience if safety is at risk. School represents and warrants to Hospital that all students participating in clinical educational experiences at Hospital are qualified to do so and such participation is in accordance with all applicable laws and regulations. If for any other reason either party reasonably believes that it is not in the best interest of the Hospital, its patients, the School and/or student for the student to continue, appropriate Hospital and School officials will discuss the matter.

1.2 Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect for three (3) years and auto-renew in one (1) year increments, unless and until it is terminated as otherwise provided in accordance with paragraph 1.3 below.

1.3 Termination. Either party may terminate this Agreement only after written notice to the other party of the intent to terminate. Written notice of termination shall be made not less than sixty (60) days prior to the beginning of the next scheduled learning experience. In no event may a cancellation take effect during a clinical training cycle, thereby allowing students currently enrolled and participating to have the opportunity to complete the program at the Hospital.

ARTICLE II: Mutual Responsibilities (School, Hospital, and Students)

2.1 Both the Hospital and the School shall designate liaison personnel (each a "Program Liaison") on or before the execution of this Agreement. The School's Program Liaison shall be a faculty member. Each Program Liaison will be responsible for assuring systematic planning and the exchange of information regarding the students' clinical experience. Each Party will maintain a Program Liaison for the Term and will promptly appoint a replacement Program Liaison if necessary to comply with this Agreement. Each Party will ensure that its Program Liaison is reasonably available to the other Party's Program Liaison.

2.2 The School and the Hospital agree that, in the event that either becomes aware of a claim asserted by any person arising out of this Agreement or any activity carried out under this Agreement, the parties shall cooperate in defending the claim, securing evidence and obtaining the cooperation of witnesses; provided that the parties determine that their interests are not adverse with respect to such claim.

2.3 The maximum number of students assigned to the Hospital during any instructional period shall be established by mutual agreement thirty (30) days in advance of any student's clinical affiliation with the Hospital. The Hospital reserves the right to limit the number of students it accepts for affiliation.

2.4 Except as provided for in the last sentence of this paragraph, qualified Hospital employees and/or third party Affiliate employees serve as Preceptors supervising students' clinical experiences each Preceptor: (1) may not supervise more than two (2) students at any one time and (2) shall implement the clinical education plan at the direction of a School faculty member participating in the course in which the student is enrolled. Preceptors and roles and responsibilities of the Preceptors and faculty shall be mutually agreed upon by the Hospital and the School.

2.5 The parties will work together to maintain an environment of quality clinical learning experiences and quality patient care. At the request of either party, a meeting or conference will be promptly held between the Hospital and School representatives to resolve any problems, evaluate and improve teaching methods, propose changes in curriculum design, or develop any improvements in the operation of the contemplated clinical learning experience.

2.6 The parties may work together to develop and coordinate appropriate research and service projects when applicable. Any research and service projects will be agreed upon in writing by the Hospital, School and student following all established institutional guidelines as related to research and/or service.

2.7 All parties will be non-discriminating on the basis of a person's race, color gender, religion, creed, national origin, disability, marital status, veteran status, or age.

2.8 In the event of an accident or incident that might involve legal liability on the part of a student or faculty member, each party will submit an incident or accident report to the appropriate department within the Hospital and School.

2.9 School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render

unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.

2.10 Except as may be otherwise compelled by a court of competent jurisdiction, the confidentiality of student records shall be maintained at all times. Hospital shall maintain as strictly confidential all student education records, health information, background check information and drug screening information provided to or obtained by Hospital, and in connection therewith shall comply with all applicable laws and regulations.

ARTICLE III: Covenants of Hospital

3.1 Hospital will make Facility access reasonably available to Program Participants Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.

3.2 The Hospital will be responsible for the organization, administration, staffing, operations, and financing of its health care services, and the maintenance of accepted standards for efficient management, and will operate in accordance with applicable law and the community standard of care.

3.3 The Hospital will retain responsibility for the care of its patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operations of the Hospital and its care, direct and indirect, of patients.

3.4 The Hospital will not use students in lieu of professional or non-professional staff, except as may be specifically set forth in writing and agreed by both parties, and as permitted by applicable law and regulations.

3.5 The Hospital will accept from the School each School year during the term of this Agreement the number of students that is agreed in writing between the parties based on the availability of Hospital's staff, time, and space.

3.6 Subject to applicable law, regulations, accreditation requirements and the Hospital's Medical Staff Bylaws and its rules, regulations and protocols, the Hospital will provide the School's college and career programs listed in Exhibit B students appropriate participation in patient care or other learning processes necessary to accomplish the educational outcomes of the School's college and career programs listed in Exhibit B as agreed in writing by the parties.

3.7 The Hospital shall provide appropriate orientation for School faculty and participating students (e.g. facility tour, philosophies, rules, regulations, policies, and conduct expectations).

3.8 Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.

3.9 The Hospital will provide those resources for participating students and faculty agreed upon specifically in writing between the parties, such agreement to include the cost, if any, to students and/or to the School of those resources. Included may be such resources as library, conference space, classrooms, cafeteria, lounges, parking, office or workspace, and dressing rooms.

3.10 Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.

3.11 The Hospital shall, as appropriate, assist the School in collaborative assessment of each student's performance. Final responsibility for student assessments, progress and achievement of educational objectives shall be the sole responsibility of the School.

3.12 The Hospital will permit reasonable visits of School faculty and accreditation evaluators, with adequate advance notice, for the purpose of observing, auditing, participating in teaching, attending planning meetings, or evaluation for accreditation, provided such visits are not disruptive of normal hospital operations and patient care.

3.13 The Hospital will provide, as medically appropriate, emergency care to students and faculty in case of accident or illness while engaged in clinical learning experiences. All health care (emergency or otherwise) that a student or School faculty member receives at Hospital will be at the expense of the individual involved, provided that if Hospital is not paid by the student or the student's insurer, the School shall be responsible for payment.

3.14 The School will be responsible for informing Hospital personnel regarding any pertinent obligations, restrictions or other information pertaining to the School's students and faculty that may affect their activities at the Hospital.

3.15 Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.

3.16 Upon reasonable request, Hospital will provide proof to the School that Hospital, maintains liability insurance in an amount that is commercially reasonable.

3.17 Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

ARTICLE IV: Covenants of School

4.1 The School will use its best efforts to ensure that the clinical learning experiences are conducted in such a manner as to enhance patient care, and shall require its students and faculties to abide at all times by the Hospital's bylaws, rules, regulations and protocols and to follow all lawful directions of Hospital supervisory and management personnel.

4.2 The School will retain full responsibility for student education including the curriculum, student evaluation, and granting of educational credit.

4.3 The School shall require students and faculty to comply with all applicable Hospital policies and procedures on immunizations and communicable diseases. As outlined in the attached **Exhibit A** "**Team Member Health Clinic Health Screening & Exposure Guidelines for Students, Residents and**

Interns." The School is responsible for compliance with and maintaining documentation of all required immunizations and screenings. Guidelines include:

(a) Annual TB skin testing in accordance with **Exhibit A** and Hospital policies and procedures.
(b) Immunization requirements/recommendations for rubella, rubeola, mumps, varicella, Tdap, influenza and hepatitis B.
(c) Work restrictions for students with health conditions/communicable illnesses.
(d) Procedure for students exposed to blood borne pathogens or other communicable diseases.
(e) To comply with CMS reporting requirements for influenza for students, School must send required information on Influenza vaccinations to Team Member Health within required timeframes. TGH Team Member Health will reach out to the educational organization and provide instructions on submitting the required information. Failure to send required information may result in cancellation of student rotation. Email ehealth@tgh.org if you have any questions.

4.4 The School shall require all students and faculty to comply with the Hospital's Drug-Free Workplace policy, which states, in part, "Tampa General Hospital is committed to the creation of and adherence in, a drug free work environment." Hospital embraces a philosophy of zero tolerance to the unlawful manufacture, distribution, dispensation, possession or use of illegal drugs and alcohol while at work on Hospital property, in designated employee parking areas, in Hospital vehicles or while off the premises performing work for the Hospital.

The Hospital may require drug and/or alcohol testing of students based on "reasonable suspicion" which is a belief based on objectives facts, observations or reliable information that a student is using, diverting, in possession of or impaired by illegal drugs and/or alcohol in the workplace.

4.5 The School will assure that students selected for participation in clinical learning experiences are prepared for competent and safe participation in the clinical phase of their overall education. The School represents and warrants to the Hospital and Affiliate that, to it's knowledge, no student participating in a clinical learning experience at the Hospital: (1) has been convicted of any criminal felony within the ten (10) years immediately preceding the commencement of the student's clinical learning experience; (2) is the subject of any criminal charges pending at the time of commencement of the student's clinical learning experience; or (3) will be the subject of any criminal charges filed at any time during the student's clinical learning experience.

4.6 Prior to the commencement of a clinical learning experience, the School will provide responsible Hospital officials with the name(s), dates and hours of assignment, and academic class designation of prospective student participants.

4.7 The School will designate a faculty member as liaison to the Hospital.

4.8 Subject to the requirements of Hospital's Medical Staff Bylaws, the School will assign appropriately credentialed faculty members to the Hospital and will, upon request, provide evidence of credentials and licensure.

4.9 The School will require students to abide by the Hospital's rules, standards, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein.

4.10 The School will require students to either be vaccinated for Hepatitis B, or sign a release if declining that vaccination, and complete all other immunizations/health examinations required by the Hospital.

4.11 The School will maintain educational records and information relative to students in accordance with the Family Educational Rights and Privacy Act of 1974.

4.12 The School will be responsible for providing adequate orientation of appropriate Hospital personnel to the goals, objectives, and learning experiences of each educational program.

4.13 The School maintains the right to stipulate appropriate professional dress to be worn by students during clinical experiences, subject to Hospital's rules, regulations and protocols.

4.14 The School will encourage visits of Hospital staff, subject to limitations on their available time, for the purpose of observing, auditing, participating in teaching, and attendance of planning meetings.

4.15 The School will inform students that they are required to get a Tampa General Hospital badge from the Hospital Human Resources Department at the start of their clinical learning experience. The Hospital badge must be worn above the waist at all times while on the Tampa General Hospital Campus and returned to the Hospital Human Resources Department at the end of the students' clinical learning experience.

4.16 The School shall, prior to the commencement of any clinical educational program at Hospital, provide Hospital management with evidence that the School is covered by general and professional liability insurance in amounts of not less than $1,000,000 per incident and $3,000,000 in the annual aggregate by insurance companies acceptable to Hospital. The professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations. A certificate of School's current insurance coverage for School shall be provided to the Hospital upon execution of this Agreement.

ARTICLE V: Indemnification

5. 1 To the extent permitted by law, each party shall indemnify, defend, and hold harmless the other party, its board members, officers, trustees, employees, volunteers, faculty, and physicians from and against any and all liabilities and claims of liability, damages and expenses, including reasonable attorney's fees, arising out of or in any way connected with the negligent acts and omissions of the indemnifying party, its students, faculty, officers, trustees, employees, servants, and agents *performing* activities under this Agreement. The School and the Hospital further agree that nothing contained herein shall be construed as a waiver of any sovereign immunity the School may have pursuant to pursuant to section 768.28, Florida Statutes, and cannot enter into indemnification agreements, therefore, under such circumstances only, any clauses in this Agreement or associated documents that require indemnification by the School are hereby null and void.

ARTICLE VI: Miscellaneous

6.1 Withdrawal of Participating Students. Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

6.2 Status of Parties. Except as expressly provided herein, Hospital and School shall each continue their independent existence and control. Nothing in this Agreement is to be construed to affect any function of

either Hospital or School not expressly covered by the terms set forth herein. This Agreement does not establish a partnership or joint venture between Hospital and School and neither has any authority to act for the other by virtue of this Agreement.

6.3 Non-Exclusivity. Nothing in this Agreement shall be construed to preclude School from obtaining Agreements at any other hospital, or to preclude Hospital from entering into clinical education agreements with other entities. Nothing in this Agreement shall be construed to require referrals by either party to the other, or to restrict School to use any other facility for educational needs as may be deemed necessary or desirable by them.

6.4 Governing Law, Dispute Resolution. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Florida. Any disputes arising hereunder that are not resolved informally by the Parties shall be mediated in Hernando County, Florida, and if mediation is unsuccessful, shall be resolved by the applicable state or federal court located in Hernando County, Florida.

6.5 Assignment and Binding Effect. This Agreement shall not be assigned by any party without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

6.6 Amendment. This Agreement may only be amended in writing and signed by all parties hereto.

6.7 Rights in Property. All personal property, including, without limitation, all supplies, equipment, facilities, furnishings, patient charts, patient records, and patient information are and shall remain the sole property of Hospital. The provision by Hospital of space, facilities, and equipment is dependent upon, and related solely to, the provision by School of the services described in this Agreement. School has no right or interest in or to such space, facilities, and equipment, except as accouterments to the services performed by School under the terms of this Agreement and, except with prior written approval of Hospital, School shall not directly purchase or otherwise contract for any liability on behalf of Hospital.

6.8 Limitation on Use of Hospital Premises, Property, and Personnel. The School shall not use Hospital property, personnel, or any part of the premises of Hospital except to fulfill the purposes, terms, and provisions of this Agreement. This Agreement is a revocable license to use space that is personal in nature and that is not (and shall not be construed as) an interest in the premises occupied. The license shall be automatically revoked when this Agreement is terminated. School shall vacate the premises and remove all of its possessions immediately upon termination of this Agreement.

6.9 Waiver. Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

6.10 Independent Contractor; No Other Beneficiaries; Employment Disclaimer.

(a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party

and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

(b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose related to this Agreement. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School in exchange for their activities related to this Agreement, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.

(c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

6.11 Access to Records. If required by law or regulation:

(a) School will make available to the Secretary of Health & Human Services ("***HHS***"), the Comptroller General of the General Accounting Office ("***GAO***"), or their authorized representatives or the authorized representatives of Hospital, all contracts, books, documents, and records relating to the nature and extent of the costs hereunder for a period of four (4) years after furnishing services in fulfillment of the terms herein; and

(b) If services are to be provided by subcontract with a related organization, School will require by contract that the subcontractor make available to the HHS and GAO, or their authorized representative, or the authorized representative of Hospital, all contracts, books, documents, and records relating to the nature and extent of the costs there-under for a period of four (4) years after the furnishing of services there-under.

6.12 Confidentiality.

(a) As used in this Agreement, the term "***Confidential Information***" means information relating to the operation, marketing, and short and long-term planning of Hospital and the School, including, but not limited to, patient information, lists, charts, records, billing memoranda, data, plans, specifications, procedures, studies, descriptions, cost data, equipment, methods, know-how, flow sheets, inventions (patentable and un-patentable), and other technical business and commercial data and information. Hospital will disclose Confidential Information to School and School will disclose Confidential Information to Hospital, in connection with the performance of this Agreement upon the condition that the other party execute, deliver, and comply with the terms of this Agreement and, in particular, the provisions relating to confidentiality.

(b) Both parties agree that they will use Confidential Information only for the purpose of performing this Agreement, will maintain the Confidential Information in confidence, and will not reveal, directly or indirectly, Confidential Information to any person, firm, or corporation (other than their agents and employees who need to know such information for the purposes recited above) without the other party's prior written consent unless such disclosure is required by law. Before either party shall disclose any Confidential Information to any agent or employee, it shall obtain from each a confidentiality agreement containing the same terms and imposing upon such person the same obligations with respect to the Confidential Information as are contained herein. The party obtaining such an agreement shall deliver the same to the other party.

(c) The obligations of confidentiality shall not apply to the extent that any information:

(i) is or hereinafter becomes available to the public other than by an act or omission of either party, their agents or employees;

(ii) is in the possession of receiving party before it is acquired from the disclosing party; or

(iii) is received on a non-confidential basis from a third party who developed it or obtained it from a source independent of either party.

The obligations of confidentiality hereunder shall survive termination of this Agreement.

(d) All tangible Confidential Information and other documentation supplied either directly or indirectly pursuant to this Agreement, including all copies thereof, or reproductions or drawings made there from, shall remain the property of the disclosing party and shall be returned immediately upon the expiration of a reasonable time to conclude the work contemplated herein or upon the presentation of a written request by the disclosing party.

(e) In the event the provisions relating to the Confidential Information are breached by either party, the extent of actual damages sustained will be difficult to ascertain, although great and irreparable, and that compensation at law will be inadequate. Therefore, the parties expressly agree that the injured party shall have the right to injunctive relief for breach of such provisions.

6.13 Use and Disclosure of Protected Health Information.

The provision of the services contemplated herein must comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT'), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"}, the federal security standards contained in 45 C.F.R. Parts 160, 162 and
164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.103) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

6.14 No Requirement to Refer. Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

6.15 Severability. If any provision of this Agreement is declared invalid or unenforceable, the remainder of the Agreement shall be valid and enforceable.

6.16 Titles. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

6.17 Counterparts and Signatures of the Parties. This Agreement and its amendments may be executed in any one or more counterparts (including by confirmed electronic (e.g. scanned document/pdf) or facsimile

transmission), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. An electronic signature of a party done pursuant to law, or a signature of a party transmitted by electronic means, shall be deemed an original signature for purposes of this Agreement.

6.18 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God (other than medical or mental disability), civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes, or other similar or dissimilar causes beyond the reasonable control of a party.

6.19 Regulatory Requirements. School shall insure the services being provided shall be rendered in compliance with all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third party payors, having jurisdiction over the Hospital. Should any such statute, rule regulation, or guidance be issued during the term of this Agreement, both parties shall meet in good faith, attempt to renegotiate any aspect of this Agreement which may be deemed to be unlawful and, if no compromise can be reached, this Agreement shall immediately terminate.

To the extent applicable, Hospital agrees that it will comply with:

(a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.

(b) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.

(c) Title IX of the Education Amendments of the 1972, as amended, 20 U.S.C 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

(d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

(e) The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

(f) Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, which prohibit discrimination in government employment on the basis of race, creed, color, or national origin.

(g) The Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 219 et seq., covering rehabilitation measures for Vietnam Veterans.

(h) Section 413.036 of the Florida Statutes, which provides for the procurement of services from a qualified nonprofit agency for the blind or for the other severely handicapped.

(i) Chapter 760, Florida Statutes, which prohibits discrimination on the basis race, color, religion, sex,

national origin, age handicap, or marital status.

(j) All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

6.20 Entire Agreement. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

6.21 Change in Law, Regulation, and/or Interpretation. The parties to this Agreement recognize that the federal government, through an agency, department, or other bureau, may, in the future, implement statutes, rules, regulations (including, but not limited to, "safe harbor" regulations) or guidance stating that activities such as those contemplated by this Agreement are unlawful. Should any such statute, rule, regulation, or guidance be issued during the term of this Agreement, both parties shall meet, in good faith, attempt to renegotiate any aspect of this Agreement which may be deemed unlawful and, if no compromise can be reached, this Agreement shall immediately terminate.

6.22 Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

6.23 Non-Discrimination. School shall not differentiate or discriminate, as required by applicable Federal law, in the treatment of patients, or in the quality of services delivered to patients on the basis of race, color, national origin, sex, age, religion, ancestry, marital status, sexual orientation, health status or source of payment.

6.24 Recitals. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

6.25 Notice. Any notice shall be deemed effectively given when emailed, personally delivered upon receipt, refusal of receipt or the date noted as uncollected when mailed by prepaid certified mail, return receipt requested, addressed as follows:

To Hospital:	Service Contracts Manager, Purchasing Department Tampa General Hospital P.O. Box 1289 Tampa, Florida 33601
With copy to:	Clinical Education Attn: Wendi Goodson-Celerin, DNP, APRN Tampa General Hospital P.O. Box 1289 Tampa, Florida 33601
To School District:	Hernando County School Board Attn: Beth Lastra 919 North Board Street Brooksville, Florida 34601

With copy to: Hernando County School Board
Attn: Superintendent
919 North Board Street
Brooksville, Florida 34601

PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, by affixing the signatures of their duly-authorized representatives, and intending to be legally-bound thereby, the parties hereby execute this Agreement, effective as of the Effective Date.

FLORIDA HEALTH SCIENCES CENTER, INC.
d/b/a TAMPA GENERAL HOSPITAL

By: Wendi Goodson-Celerin
Wendi Goodson-Celerin (Sep 1, 2025 23:46:58 EDT)

Wendi Goodson-Celerin, DNP, APRN, NE-BC
EVP and Chief Nursing Executive

Hernando County School Board

By: _____

Shannon Rodriguez
School Board Chair

ATTEST

By: _____

Ray Pinder
Superintendent

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
9:08 am, 08/27/2025

Exhibit A
Health Screening & Exposure Guidelines for Agency, Travel, Vendors, Observers and other Contract staff

TEAM MEMBER HEALTH CLINIC

Health Screening & Exposure Guidelines for Agency, Travel, Vendors, Observers and other Contract staff

Revised September 28, 2023

This packet includes guidance on the following:

- TB testing, Fit Testing, and Immunization Requirements
- Guidelines for Exposures to Blood or Body Fluids a
- Guidelines for Exposures to Communicable Diseases
- Guidelines to Communicable Illness
- Team Member Health Charge Form

TMH Contact Information:

EMAIL: ehealth@tgh.org

Adrienne Hebert, Manager: ahebert@tgh.org or 813-844-4613
Marisol Abrego, Clinician: mabrego@tgh.org or 813-844-8175
Brenda Young, RN Educator: brendayoung@tgh.org or 813-844-7962

Team Member Health Services
P.O. Box 1289, Tampa, FL 33601-1289
FAX: 813-844-4034
Hours: Monday – Friday, 6:30 am to 4:30pm
Location: 4th floor, East Pavilion

August 27, 2025

Dear Contract, Agency, Vendors, Observers, Travel staff or employer:

Tampa General Hospital (TGH) is pleased to have you or your employees at our facilities. To provide a safe environment, and to prevent exposures to communicable diseases, we must ask that you comply with TGH policies and procedures on immunizations and communicable illness. These guidelines also review the procedure you need to follow if you or your employees are exposed to a bloodborne pathogen (i.e., needlestick) or other infectious disease (i.e., meningitis, tuberculosis).

Immunization and Communicable Illness Requirements are based on:

- If the person has Patient Contact, or NO Patient Contact; AND
- Persons on TGH premises for **7 days or less in a calendar year** are not required to provide any documentation of MMR, TB or Varicella testing, titers or immunizations, but must comply with TGH COVID-19 and Influenza policies.

Patient Contact	No Patient Contact
Enter occupied patient rooms	Enter only non-occupied patient rooms
Provide direct patient care	Do not provide direct patient care
Face-to-face contact with patients	No face-to-face contact with patients
Provide clinical, non-clinical, or outpatient services to patients	Do not provide clinical services to patients
Shadow/observe staff with direct patient contact	Shadow/observe staff that have no patient contact

As a non-employee, you, or your employer, are responsible for ensuring compliance with the required immunizations and screenings.

- Patient Contact—must provide documentation of compliance to Team Member Health Clinic prior to any patient contact assignment for TGH unless the TGH contract specifies that the employer will maintain documentation and/or TGH agrees to an attestation provided by the employer and/or staff.
- No Patient Contact—Employer must maintain documentation of compliance as TGH Team Member Health Clinic does not review or maintain documentation for this group of non-employees.

TGH Team Member Health Clinic is available to provide the required immunizations and screenings to non-employees upon request. Please review your contract to determine if the cost for this service is included in your contract, or if you will need to arrange payment for services at time provided. Payment for immunization screening services can be arranged with the employee to pay by invoice or can be paid at time of service by cash, check, or credit card by an individual. A list of available services offered by Team Member Health Clinic, current as of date of this letter, is attached.

Team Member Health Clinic is located on the fourth floor of the East Pavilion. Take the elevators by McDonalds to the fourth floor, turn right and we are the first door on your right. Our hours of operation are: 6:30 a.m. to 4:30 p.m. Monday – Friday.

Thank you for helping to keep our hospital safe for all healthcare workers, patients, and visitors.

Non-employees at TGH *with* Patient Contact

TGH Health Screening Requirements

Employer or staff must provide documentation of compliance to Team Member Health Clinic prior to any patient contact assignment for TGH unless the contract/agreement specifies that the employer will maintain documentation and/or an approved attestation is signed by the employer or staff.

Vendors must enroll and provide this required documentation through the TGH Vendor Credentialing provider and do not need to provide documentation to Team Member Health.

Some exceptions/exemptions may apply based on TGH Team Member Health assessment of job duties and length of contract assignment. **Persons on TGH premises for 7 days or less in a calendar year are not required to provide documentation of MMR, TB, Varicella testing, titers or immunizations.**

Description	Requirement	Description
Tuberculosis	TB testing required	• Documentation of a negative TB skin test (TST) or QFT/T-Spot within 1 year prior to working or providing services at TGH. • Annual testing is required only in certain patient care areas. • If history of a positive TST or QFT/T-Spot, must provide documentation of negative CXR within the prior 5 years AND have negative signs/symptoms of tuberculosis.
Influenza Vaccination	Strongly Recommended	• Documentation of flu vaccination status is required for all healthcare workers on TGH property from October 1 thru March 31 annually. • If you are a vendor, your flu vaccination status will print on your vendor sticker after documentation is provided. • If you decline vaccination, procedure mask must be worn on TGH property 12/1 thru 3/31 at all times.
Measles (Rubeola)	Required	• Documentation of rubeola immunity (titer) OR documentation of **TWO** live MMR or MR vaccines after 12 months of age.
Mumps	Required	• Documentation of mumps immunity (titer) OR documentation of **TWO** live mumps or MMR vaccines after 12 months of age.
Rubella (German Measles)	Required	• Documentation of rubella immunity (titer) OR documentation of **ONE** live rubella or MMR vaccine after 12 months of age.
Chickenpox (Varicella)	Required	• Documentation of varicella immunity (titer) or documentation of **TWO** varicella vaccines
Hepatitis B Vaccination	Recommended	• Hepatitis B vaccine series is **STRONGLY RECOMMENDED** for all who may be potentially exposed to blood or infectious body fluids.
Tdap: Tetanus; Diptheria;Pertussis	Recommended	• If you have not had a Tdap vaccine in the past 10 years, you should receive one prior to working or providing services at TGH.
Urine Drug Screen	Required per contract only	• Required in TMH clinic if contract specifies. • Travel/Agency clinical staff will be required to have proof of a negative drug screen within past 30 days.
Fit Testing for N95 respirator	Required, if applicable	• TMH will fit test any person who is required to wear an N95 respirator at TGH (i.e. TB or COVID-19) • Facial hair not permitted for persons wearing N-95 respirator.

Non-Employee at TGH *without* Patient Contact

TGH Health Screening Requirements

Documentation MUST be maintained by the employer or staff, unless TMH has a contractual agreement to maintain documentation or TMH requires an attestation. Vendors without patient contact must register through the TGH Vendor Credentialing provider for the basic membership.

Persons on TGH premises for 7 days or less in a calendar year are not required to provide documentation of MMR, TB or Varicella testing, titers or immunizations, but must comply with COVID-19 and Influenza policies.

Description	Requirement	Description
Tuberculosis	TB testing required	• Documentation of a negative TB skin test (TST) or QFT/T-Spot within past 5 years. Annual testing is not required. • If history of a positive QFT/T-Spot, must attest to having a negative CXR after positive TB test.
Influenza Vaccination	Strongly Recommended	• Documentation of flu vaccination status is required for all healthcare workers on TGH property from October 1 thru March 31 annually and flu sticker picked up in TMH clinic. • If you are a vendor, your flu vaccination status will print on your vendor sticker after documentation is provided. • If you decline vaccination, procedure mask must be worn on TGH property 12/1 thru 3/31 at all times.
Measles (Rubeola)	Required per contract only	• Documentation of rubeola immunity (titer) OR documentation of **TWO** live MMR or MR vaccines after 12 months of age is recommended.
Mumps	Required per contract only	• Documentation of mumps immunity (titer) OR documentation of **TWO** live mumps or MMR vaccines after 12 months of age is recommended.
Rubella (German Measles)	Required per contract only	• Documentation of rubella immunity (titer) OR documentation of **ONE** live rubella or MMR vaccine after 12 months of age is recommended.
Chickenpox (Varicella)	Required per contract only	• Documentation of varicella immunity (titer) OR documentation of **TWO** varicella vaccines is recommended. • Healthcare workers with a negative history of chickenpox or a negative varicella titer should avoid contact with patients with chickenpox or herpes zoster (shingles).
Urine Drug Screen	Required per contract only	• Urine Sample required during Team Member Health Clinic appointment per contract guidelines, if applicable.
Fit Testing for N95 respirator	Required, if applicable	• TMH will fit test any person who is required to wear an N95 respirator at TGH for the care of patients with TB, COVID-19 or other specific conditions that require this respirator. • Facial hair (i.e. beards) not allowed for persons requiring fit testing.

Guidelines for Exposure to Blood or Body Fluids

TGH Team Member Health (TMH) Clinic will evaluate non-employees who report an exposure to blood or infectious body fluids while training or working at Tampa General Hospital. Exposures to blood or infectious body fluids by needlesticks, sharps, mucous membrane, or skin exposures should be reported **IMMEDIATELY** to Team Member Health Clinic during office hours or to the TGH Clinical Administrator after hours.

After an exposure to blood or body fluids, you should:

1. Report the exposure to the department supervisor where your exposure occurred. Please bring the following information on the source patient when you report to Team Member Health Clinic: source patient full name and medical record number.

2. Post-exposure prophylaxis (PEP) therapy may be recommended if you were exposed to an HIV positive patient or a patient at risk for HIV infection. **PEP therapy is most effective if started within three hours of your exposure.**

3. ***DURING TMH CLINIC OFFICE HOURS***: (M-F 6:30 A.M. to 4:30 P.M) report exposures to Team Member Health Clinic **immediately**. Your exposure will be evaluated, and blood tests will be done to determine your baseline HIV, HBsAb and HCV status. Team Member Health will order HIV, Hepatitis B and Hepatitis C testing on the source patient.

4. ***AFTERHOURS***: report your exposure to the nursing supervisor **immediately** via the hospital operator. **DO NOT** go to the Emergency room unless you require medical care (i.e., suturing). The nursing supervisor will evaluate your exposure, order testing on the source patient and consult with our Infectious Disease physicians if the source patient is HIV + or unknown. Any exposure reported after hours must be reported to Team Member Health Clinic on the next business day so the exposed person can complete required HIV, HBV and HCV testing and complete the follow-up evaluation.

5. TGH TMH will not charge you for post-exposure visits, including HIV, HBV, and HCV testing. TGH will supply the first 3 days of PEP. If additional doses are required, non-employee staff must follow the exposure procedure/process from their employer. TMH will review cases for non-funded persons on a case by case basis.

6. Please request a copy of the TGH BBP Exposure Control Plan for additional information.

7. Please email or call Team Member Health at ehealth@tgh.org or 813-844-7649 if you have any questions concerning an exposure to blood or body fluids.

8. It is the non- employee's responsibility to notify their employer of their exposure.

REMEMBER:

- Only TGH Team Member Health RN/APRNs, Nursing administrative supervisors, or TGH Infectious Disease physicians are authorized to order HIV, HBV, or HCV testing on source patients.

- FL state law prohibits **ANY** documentation pertaining to an exposure to be placed on the medical record of the source patient. All documentation must be placed in the exposed HCW's Team Member Health record.

Guidelines to Exposures to Communicable Diseases

Procedures non-employee staff must follow after an exposure to one of the following communicable diseases at TGH:

1. **Tuberculosis**
   - Confirm exposure with your supervisor or TGH department manager where the exposure occurred.
   - Report to TGH Team Member Health Clinic for post-exposure evaluation. If off-site, email ehealth@tgh.org and provide your name, mobile number, and details of your exposure.
   - Team Member Health will perform a baseline Quantiferon (QFT) blood test within one week.
   - Team Member Health will perform a second QFT test four weeks after the tuberculosis exposure to determine if you acquired a tuberculosis infection due to this exposure. There will be no charge for the TB testing.
   - If your post-exposure QFT is positive, an evaluation with a TMH nurse practitioner will be scheduled.

2. **Meningitis**
   - Confirm exposure with the department supervisor. Prophylaxis medication is advised within 24-48 hours. Report to TMH during office hours (M-F 6:30am to 4:30pm).
   - After hours, call the nursing supervisor for guidance through the hospital operator.
   - TMH On-Call nurse: 813-285-0220.

3. **Chickenpox (Varicella)**
   - Non-employee staff exposed to chickenpox at TGH who do not have a documented positive varicella titer AND do not have a history of varicella vaccination must report to Team Member Health Clinic to have a varicella titer drawn.
   - Team Member Health will draw a varicella (chickenpox) titer on exposed persons who do not have documentation of two varicella vaccines or a positive titer (no charge). Persons with a negative varicella titer may be restricted from duty from the 10th to 21st day post-exposure.

4. **Other Communicable Diseases**
   - Non-employee personnel concerned about exposures to other communicable diseases (i.e., pertussis, measles, rubella, viruses, etc.) at Tampa General Hospital should email ehealth@tgh.org (TMH) or call one of the TMH nurses listed on this guide.

5. **COVID-19**
   - Vaccinated and unvaccinated staff must report a positive COVID-19 test result to TMHCOVID19@tgh.org. The TMH nurse will provide guidance on return to work criteria.

Guidelines to Communicable Illnesses

Non-employees with an illness or medical condition that may be communicable to patients, visitors, and/or staff should not work in patient contact areas until the condition is resolved. Persons with COVID-19 or Influenza cannot work until cleared by TMH clinic. General guidelines include:

1. **Conjunctivitis or Pink Eye:** Persons cannot work in patient contact areas until the eye drainage has ceased.

2. **Draining or infected skin lesions:** Persons cannot work in patient contact areas until the infection has resolved and/or the wound is no longer draining. Persons with MRSA infection must be cleared through Team Member Health.

3. **Oral herpes with draining lesions:** Persons cannot work in patient contact areas until the herpes lesion is dry, without drainage.

4. **Group A streptococcoccal disease (strep throat):** Person cannot work in patient contact areas until 24 hours of antibiotic treatment is received.

5. **Scabies/Lice:** Person cannot work until cleared by a physician or TGH Team Member Health Clinic.

6. **Diarrhea:** Person with diarrhea lasting over three days or accompanied by fever or bloody stools (or diagnosed with Salmonella, Shigella or Giardia) cannot work in patient contact areas until cleared by a physician or TGH Team Member Health Clinic.

7. **Chickenpox, Measles, Mumps, Rubella, Shingles, Hepatitis A, Pertussis or undiagnosed rashes:** Report measles, mumps, chickenpox, rubella, pertussis or Hepatitis A cases to Team Member Health Clinic immediately. Person cannot return to patient contact areas until cleared by a physician or TGH Team Member Health Clinic.

8. **HIV+, HbsAg+, or HCV+:** Persons working in patient care areas who are positive for Hepatitis C, HIV or Hepatitis B surface antigen may be restricted from specific exposure prone procedures. Consultation with TGH Team Member Health Clinic prior to patient contact is required. Strict confidentiality will be maintained.

9. **Active Tuberculosis:** Report active tuberculosis to Team Member Health Clinic immediately. Persons diagnosed with active tuberculosis will be excluded from patient care until two weeks of appropriate therapy is completed and there are three negative sputum smears for acid fast bacilli. TMH clearance is required.

10. **COVID-19 Infection:** Report a diagnosed COVID-19 infection to Team Member Health immediate via email at TMHCOVID19@tgh.org. and a TMH nurse will contact you via email to provide guidance on work clearance.

11. **Influenza:** Persons with diagnosed influenza cannot RTW until afebrile for at least 24 hours off fever reducing meds.

12. **Assistive Devices/Appliances** (i.e. wheelchairs, walkers, canes, crutches, splints, braces, casts, immobilizers, walking boots, bandages, etc.)**:** Due to the risk of cross contamination, persons will not be permitted to have patient contact if wearing any assistive devices/appliances in which the person is unable to practice appropriate hand hygiene/infection control requirements, thereby creating safety hazards/risks to themselves and others (patients, healthcare workers, etc.). This includes splints that can be removed.

We encourage you to consult with TGH Team Member Health (4th floor East Pavilion) at ehealth@tgh.org or call 813-844-4613/8175/7962 for any potential communicable condition. We will investigate any potential transmission to staff and patients.

Team Member Health Charge Form

Tampa General Hospital Team Member Health provides the following services to non-employees.

Payment: TGH Team Member Health Clinic is unable to bill to your medical insurance for these services. Unless payment is arranged in advance by your employer or included in your contract, you will be required to pay at time of service via check, cash or credit card.

Name:	Date:	Badge#						

Ordered	Description of Service Provided	Charges
	Fit-Test for N-95 mask (Qualitative or Quantitative)	$10
	TB Blood Test: QFT-Gold	$35
	Titer: Measles, Mumps or Rubella	$20 for all three
	Titer: Varicella (chickenpox)	$15
	Titer: Hepatitis C antibody	$15
	Titer: Hepatitis B antibody	$15
	Titer: Hepatitis B antigen (HBsAg)	$20
	Titer: Hepatitis B PCR (viral load)	$40
	Vaccine: Hepatitis B (Heplisav-b) 2 dose series	$110 per dose
	Vaccine: Influenza (Standard Quadrivalent) 1 dose	$23
	Vaccine: Influenza High Dose or Flu Blok(egg allergies)	$55
	Vaccine: MMR (measles, mumps, rubella): 2 doses	$80 per dose
	Vaccine: Varicella (chickenpox) 2 doses	$140 per dose
	Vaccine: Tdap (Tetanus, Diphtheria, Pertussis) 1 dose	$ 40
	Urine Drug Test: Healthcare Professional Panel	$90
	Urine Drug Test: Rapid 5 panel	$20
	Urine Drug Test: 10 Panel send out	$30
	Cotinine (nicotine)	$30
	Team Member Health Visit	$20
	Preplacement Physical	$40
	Other:	
	Other:	
	TOTAL CHARGES:	

Attention Cashier Apply to: Team Member Health CC# 21025
Revenue to Acct. # 1021025601500

Total amount received: _____ ❑ Check ❑ Cash ❑ Invoice

Company Name: _____

Signature of Recipient: _____ Date: _____

Exhibit B

List of College and Career Programs

- Allied Health
  - Medical Lab Tech
  - Surgical Tech
  - Nursing
  - Radiology Tech
- EKG
- Pharmacy Tech

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Tampa General Hospital Hernando, LLC

Vendor FEIN: 93-3085834

Vendor's Authorized Representative Name and Title: Wendi Goodson-Celerin, EVP & Chief Nursing Executive

Address: 17240 Cortez Blvd.

City: Brooksville State: Florida ZIP: 34601

Phone Number: (352) 796-5111

Email Address: www.tghnorth.org

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Wendi Goodson-Celerin
Wendi Goodson-Celerin (Sep 1, 2025 23:46:58 EDT)

AUTHORIZED SIGNATURE

Print Name and Title: Wendi Goodson-Celerin EVP & Chief Nursing Executive

Date: 09/01/2025

Approved as to Content & Form
Caroline Mocker, Esq.
Staff Counsel, HCSD
8:46 am, 04/25/2025

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Wendi Goodson-Celerin, DNP, APRN

Title: EVP & Chief Nursing Executive

Signature: Wendi Goodson-Celerin
Wendi Goodson-Celerin (Sep 1, 2025 23:46:58 EDT)

Date: 09/01/2025

Approved as to Content & Form

Caroline Mocker, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

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

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

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

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

Account Name:

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

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

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

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

Amount $

Funding Source:

Account Name:

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

Amount $

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 12. 26-3314 9/23/2025

Title and Board Action Requested
Approve an overnight, out of state field trip for Central High School's NJROTC Cadets to Paris Island, South Carolina, for an orientation trip to experience life at a Marine Corps. Training facility, on November 4 - 7, 2025.

Executive Summary
The Principal, on behalf of the Superintendent of Schools, hereby requests the Board approval for an overnight, out of state field trip for Central High School's NJROTC Cadets to Paris Island, South Carolina, for an orientation trip to experience life at a Marine Corps. Training facility, on November 4 - 7, 2025.

My Contact
Kelly Slusser, Principal
Central High School
352-797-7020 xt 20405

Senior Chief Franco Colamarco
Central High School
352-797-7020

2023-28 Strategic Focus Area
Priority 1: Student Success

Financial Impact
See attached budget sheet.

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

Title and Board Action Requested

Approve an overnight, out of state field trip for Central High School's NJROTC Cadets to Paris Island, South Carolina, for an orientation trip to experience life at a Marine Corps. Training facility, on November 4 - 7, 2025.

Executive Summary

The Principal, on behalf of the Superintendent of Schools, hereby requests the Board approval for an overnight, out of state field trip for Central High School's NJROTC Cadets to Paris Island, South Carolina, for an orientation trip to experience life at a Marine Corps. Training facility, on November 4 - 7, 2025.

My Contact

Kelly Slusser, Principal
Central High School
352-797-7020 xt 20405

Senior Chief Franco Colamarco
Central High School
352-797-7020

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

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

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

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

A. Item Currently Budgeted -

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

B. Item Currently Not Budgeted -**

Funding Source: NJROTC Booster Club

Account Name: NJROTC Booster Club

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
8010E	9800	3330	0251	90800	22810

Amount $ 6,000.000

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: $ 0.00

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

Hernando School District

School Board Regular Meeting

Agenda Item # 13. 26-3306 9/23/2025

Title and Board Action Requested

Approve Final Order to make Michael Iannaccone Ineligible for Employment with Hernando County School District and to report him to FLDOE for Inclusion on the Disqualification List.

Executive Summary

The Director of Labor Relations and Professional Standards, on behalf of the Superintendent of Schools, hereby requests the Board approve a Final Order for Michael Iannaccone to be ineligible for employment with Hernando County School District. Mr. Iannaccone resigned from the school district on August 27, 2024, shortly after being arrested on August 7, 2024 (during which time he had been placed on administrative leave as part of an investigation). Due to the outcome of that case Mr. Iannaccone is disqualified to teach or hold employment in any school and based on Florida Statutes and rules should be added to the Disqualification List maintained by FLDOE. The Superintendent recommends the Board adopt the Final Order as a necessary step for the school district to report Mr. Iannaccone for inclusion on the Disqualification List.

My Contact

Matthew Goldrick
Director of Labor Relations & Professional Standards
919 North Broad Street
Brooksville, FL 34601
352-797-7000 ext. 70451
goldrick_m@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 3: Safe and Healthy Learning Environment

Financial Impact

See attached budget sheet.

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

THE SCHOOL BOARD OF HERNANDO COUNTY

In Re:

MICHAEL R. IANNACCONE
(Instructional Personnel)

_____/

FINAL ORDER OF SCHOOL BOARD

THIS MATTER came to be heard before The School Board of Hernando County, Florida, (the "School Board") on the 23rd day of September 2025, to determine whether former employee Michael R. Iannaccone is ineligible for employment with the Hernando County School District pursuant to section 1012.315, Florida Statutes, and Rule 6A-10.084, Florida Administrative Code. Based on clear and convincing evidence and material, the School Board determines as follows:

1. Section 1012.315, Florida Statutes, provides in the relevant part:

> A person is ineligible for educator certification or employment in any position that requires direct contact with students in a district school system . . . if the person . . . has been convicted or found guilty of, has had adjudication withheld for, or has pled guilty or nolo contendere to:
>
> (1) Any criminal act committed in another state or under federal law which, if committed in this state, constitutes a disqualifying offense under s. 435.04(2).
>
> (2) Any delinquent act committed in this state or any delinquent or criminal act committed in another state or under federal law which, if committed in this state, qualifies an individual for inclusion on the Registered Juvenile Sex Offender List under s. 943.0435(1)(h)1.d.

2. For the period of August 2, 2004, through August 27, 2024, Michael R. Iannaccone was employed as a Third Grade Teacher at Deltona Elementary School for the Hernando County School District.

3. On August 7, 2024, Deputy Jeremiah Leota with the Hernando County Sheriff's Office arrested Michael R. Iannaccone pursuant to an active warrant for felony charges "Transmission of Material Harmful to a Minor," under section 847.0138, Florida Statutes, and "Unlawful Use of a Two-Way Communication Device" 934.215, Florida Statutes.

4. Michael R. Iannaccone was later charged with Count I: "Soliciting a Child for Unlawful Sexual Conduct Using Computer Services or Devices" under section 84.0135(3)(a), Florida Statutes, Count II: "Transmission of Material Harmful to a Minor by Electronic Device or Equipment" under section 847.0138(2), Florida Statutes, and Count III: "Unlawful Use of a Two-Way Communications Device" under section 934.215, Florida Statutes. (See Hernando County Case No.: 2024CF001140CFAXMX)

5. On June 5, 2025, Michael R. Iannaccone signed a Waiver of Rights and Plea Agreement, agreeing to a plea of Guilt/Nolo Contendre (no contest) to Counts I, II and III. The Waiver of Rights and Plea Agreement was ratified by the Court.

6. Accordingly, on June 5, 2025, Michael R. Iannaccone was adjudicated guilty of Count I, and Nolle Prosequi was entered as to Counts II and III. Michael R. Iannaccone was adjudged a qualified offender pursuant to section 943.325, Florida Statutes. The Court entered an Order of Sex Offender Probation on June 5, 2025, wherein Michael R. Iannaccone was committed to the Department of Corrections for a term of 2 years with a credit for 1 day

jail time, followed by Sex Offender Probation for a period of 3 years under the supervision of Department of Corrections.

7. Pursuant to Rule 6A-10.084(2)(d), Michael R. Iannaccone was convicted of one or more crimes listed in section 1012.315, Florida Statutes. See Rule 6A-10.081(2)(d) ("'Conviction' means an adjudication of guilt by a court, after a determination of guilt by verdict or a plea of guilt; as well as where a person is found guilty, plead guilty or plead nolo contendere and adjudication of guilt is withheld [.]").

8. The crimes occurred on or after August 2, 2004, while Michael R. Iannaccone was employed by the Hernando County School District in a covered position as defined by section 1012.01(2), Florida Statutes.

9. Therefore, Michael R. Iannaccone is ineligible for employment with the Hernando County School District pursuant to section 1012.315, Florida Statutes.

10. On August 27, 2024, Michael R. Iannaccone resigned from his position as instructional personnel with the Hernando County School District.

After reviewing the evidence and material outlined, a motion was made and seconded to accept the Superintendent's recommendation that Michael R. Iannaccone is ineligible for employment with Hernando County School District and Michael R. Iannaccone will be reported to the State for inclusion on the Disqualification list as required by Rule 6A-10.084, Florida Administrative Code. Thereafter, this motion _____ by a __ to __ vote, though the Consent agenda approval process. This Final Order represents the final action of the School Board on this matter.

DONE and ENTERED on this 23rd day of September 2025.

_____

SHANNON RODRIGUEZ, BOARD CHAIR

Copies Furnished To:
Michael R. Iannaccone
Attorney for Hernando County School District, Caroline Mockler, Esq.
Human Resources/Personnel File

NOTICE OF RIGHT TO JUDICIAL REVIEW

A Party who is adversely affected by this Final Order is entitled to judicial review pursuant to Section 120.68, Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings are commended by fling the original notice of appeal of an administrative order with the office of The Hernando County School Board with 30 days of rendition of this order, and a copy of the notice, accompanied by any filing fees prescribed by law, with the clerk of the District Court of Appeal in the appellate district where the School Board maintains its headquarters or where a party resides, or as otherwise provided by law.

The School District of Hernando County, Florida
Labor Relations & Professional Standards
Matthew Goldrick, Director
919 N. Broad Street
Brooksville, FL 34601
Phone: (352) 797-7000 ext. 451
Fax: (352) 797-7119

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

Superintendent: Ray Pinde
Board Chairperson: Shannon Rodrigue
Vice Chairperson: Mark Johnson
Board Members:
Susan Duval
Kayce Hawkins
Michelle Bonczek

Sent via email, general mail, and Certified Mail

September 5, 2025

Michael Iannaccone
14136 Redwood Street
Spring Hill, FL 34609

Dear Mr. Iannaccone:

A matter concerning you will be a Board agenda item before the Hernando County School Board on September 23, 2025. Based on the outcome of your case on June 5, 2025, with the Hernando County Court from your arrest on August 7, 2024, you are ineligible to work for Hernando County School District in the future. Furthermore, due to Rule 6A-10.084 the school district will report you to FLDOE PPS for inclusion on the Disqualification List maintained by the Florida Department of Education (FLDOE) which will make you ineligible for employment with any school district in the State of Florida.

To make this report to FLDOE I will be making a recommendation to the School Board to adopt a Final Order to make you ineligible for employment and to complete this report to FLDOE. This matter will be part of the consent agenda at the regular meeting of the Hernando County School Board on September 23, 2025, at 6pm at 919 North Broad Street, Brooksville, FL 34601.

Please contact me if you have any questions.

Sincerely,

Matthew Goldrick
Director, Labor Relations & Professional Standards

cc: Caroline Mockler, Esquire
Personnel File

Enclosures

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

6A-10.084 Disqualification List.

(1) Purpose. The purpose of this rule is to set forth the criteria for placement on the Disqualification List and removal from the list, as well as the responsibilities of entities that report persons for inclusion on the list.

(2) Definitions. In this rule, the terms are defined as follows:

(a) "Applicant" means a person who is applying for an initial athletic coaching, temporary or professional certificate, as provided in subparagraph (1)(a)1. of Rule 6A-4.0012, F.A.C.;

(b) "Clear and convincing evidence or material" means evidence relied upon at hearing, or the material or information relied upon in the absence of a hearing, such as videos, witness statements, and admissions, is of such weight and credibility that they produce a firm belief, without hesitancy of a fact;

(c) "Commissioner" means the Commissioner of Education as set forth in section (s.) 1001.10, Florida Statutes (F.S.);

(d) "Conviction" means an adjudication of guilt by a court, after a determination of guilt by verdict or a plea of guilt; as well as where a person is found guilty, plead guilty or plead nolo contendere and adjudication of guilt is withheld;

(e) "Covered position" means a position held by instructional personnel, administrative personnel and educational support persons, as defined by s. 1012.01(2), (3) and (6), F.S., and as determined by the employing school district, charter school or private scholarship school;

(f) "Department" means the Department of Education;

(g) "Education Practices Commission" (EPC) means the commission established under s. 1012.79, F.S.;

(h) "Educator certificate" means any certificate awarded under s. 1012.55, F.S., and identified in Rule 6A-4.002, F.A.C.;

(i) "Employment" or "employed" means any person performing services in a covered position for a school district, charter school or private scholarship school, regardless of whether the person is hired and paid directly by the district, charter school or private scholarship school, or hired and paid through a contract the school district, charter school or private scholarship school has with a third party;

(j) "Private scholarship school" means a school participating in an educational scholarship program established in chapter 1002, F.S.;

(k) “Reporting entity” means the following entities that report a person for the Disqualification List: a school district, charter school, private scholarship school, the EPC and the Commissioner;

(l) “Resigned in lieu of termination” means the voluntary separation or retirement by the employee after receiving any notice, whether formal or informal, that the school district intends to dismiss or seek removal of the employee for circumstances that constitute cause, or resignation or retirement by the employee while under investigation for sexual misconduct with a student;

(m) “Separated due to termination” means termination of the employment relationship by the school district for cause. It does not include non-renewal of a professional, annual or probationary contract unrelated to cause, to a workforce reduction or to another separation instituted by a school district unrelated to cause; and

(n) “Sexual misconduct with a student” means any behavior or act, whether physical, verbal or electronic, by a person in a covered position with a prekindergarten through 12th grade student, regardless of the age or consent of the student, which is intended to erotically stimulate either person or which is likely to cause such stimulation. Examples of sexual misconduct with a student may include all of the following conduct:

1. Making lewd or lascivious remarks to a student or performing such acts in the presence of a student;

2. Kissing a student, intentionally touching a student's breast(s) or sexual organs, regardless of whether the student is clothed;

3. Sending, providing or exchanging nude or semi-nude pictures with a student or a request for the same; and

4. Any attempt to engage, or offer to engage, a student in any behavior or act which would constitute sexual misconduct with a student, if completed.

(3) The Roles of the Department and Reporting Entities.

(a) The Disqualification List serves as an employment screening resource for school districts, charter schools and private scholarship schools, along with the Department’s Teacher Certification Database referenced in s. 1001.10(5), F.S.

(b) It is the responsibility of a reporting entity to:

1. Ensure that only persons subject to the list as set forth in this rule are submitted to the Department for placement on the Disqualification List;

2. Designate a person responsible for providing information and responding to Department inquiries related to the Disqualification List; and

3. Provide written notice to any person submitted for inclusion on the Disqualification List of the following statement:

ANY PERSON ON THE DISQUALIFICATION LIST MAINTAINED BY THE FLORIDA DEPARTMENT OF EDUCATION UNDER S. 1001.10(4), F.S., MAY NOT SERVE OR APPLY TO SERVE AS AN EMPLOYEE OR CONTRACTED PERSONNEL AT A PUBLIC SCHOOL OR PRIVATE SCHOOL THAT PARTICIPATES IN A STATE SCHOLARSHIP PROGRAM UNDER CHAPTER 1002, F.S. A PERSON WHO KNOWINGLY VIOLATES THIS PROVISION COMMITS A FELONY OF THE THIRD DEGREE, PUNISHABLE AS PROVIDED IN S. 775.082, F.S., OR S. 775.083, F.S.

(c) It is the responsibility of the Department to:

1. Host the site for the Disqualification List and serve as the administrator for the list;

2. Notify reporting entities of any additional information needed in order for the Department to include a person on the list; and

3. Consider requests for removal from the list in accordance with subsection (9) of this rule.

(d) The Department, as the List Administrator, will not reweigh the underlying facts which results in placement of a person on the list as a result of action by a reporting entity.

(4) Reporting Requirements for Final Order or Report.

(a) In order for a person to be included on the Disqualification List, reporting entities must issue a final order or report as described in this subsection.

1. Where the reporting entity is a school district, the EPC or the Commissioner, a final order, issued under the provisions of chapter 120, F.S., must be issued.

2. Where the reporting entity is a charter school, in order to submit a person for inclusion on the Disqualification List, the governing authority of the school must issue and maintain a written report adopted in accordance with the procedures set forth in subsection (7) of this rule.

3. Where the reporting entity is a private scholarship school, in order to submit a person for inclusion on the Disqualification List, the governing authority of the school must issue and maintain a written report adopted in accordance with the procedures set forth in subsection (6) of this rule.

(b) In order for a school district, charter school or private scholarship school to report a person for inclusion on the Disqualification List, the final order or report must include the following information:

1. A determination that the person is ineligible for employment with the entity;

2. This determination is based upon a finding, supported by clear and convincing evidence or material, that the person committed either sexual misconduct with a student, as defined by this rule, or has been convicted, as defined by this rule, of one of the crimes listed in s. 1012.315, F.S.; and

3. The sexual misconduct or crime occurred on or after June 1, 2022, while the person was employed by the reporting entity in a covered position.

(c) In order for the Commissioner to report a person for inclusion on the Disqualification List, the final order must include the following information:

1. The authority to own or operate a private school in this state is permanently denied or revoked on or after June 1, 2022; and

2. This action is based upon a finding, supported by clear and convincing evidence or material, that the person, while in the capacity of an owner or operator of an educational institution, is operating or has operated an educational institution in a manner contrary to the health, safety or welfare of the public.

(d) In order for the EPC to report a person who holds an educator certificate for inclusion on the Disqualification List, the final order must include the following information:

1. The ability of the person to hold an educator certificate is permanently denied or revoked on or after June 1, 2022;

2. This penalty is based upon a finding, supported by clear and convincing evidence or material, that the person committed either sexual misconduct with a student, as defined by this rule, or has been convicted, as defined by this rule, of one of the crimes listed in s. 1012.315, F.S.; and

3. The sexual misconduct or crime occurred on or after June 1, 2022.

(e) In order for the EPC to report a person who is an applicant for an educator certificate, as defined in this rule, for inclusion on the Disqualification List, the final order must include the following information:

1. A determination that the person is ineligible for an educator certificate, made on or after June 1, 2022; and

2. This determination is based upon a finding, supported by clear and convincing evidence or material, that the person committed either sexual misconduct with a student, as defined by this rule, or has been convicted, as defined by this rule, of one of the crimes listed in s. 1012.315, F.S.

(5) Reporting a Person for the Disqualification List. In order to submit a person for the Disqualification List, all reporting entities must utilize the online reporting tool accessible at http://fldoe.org/disqualificationlist and provide the following information:

(a) The name, date of birth and last four numbers of the social security number of the person to be included on the list;

(b) The date and number of the final order or report;

(c) The information that must be included in the final order or report, as set forth in paragraphs (4)(b) – (e), of this rule; and

(d) Confirmation that the person was provided written notice of the consequence of placement on the Disqualification List, as set forth in the capitalized language found in subparagraph (3)(b)3. of this rule.

(6) Procedures Specific to Private Scholarship Schools. In order to ensure that any person submitted for inclusion on the Disqualification List by a private scholarship school receives a level of process comparable to persons submitted by a school district, prior to submission of a person for the list, the school or its governing authority must adopt procedures which, at a minimum, provide:

(a) Notice to the individual that the school intends to submit the person for inclusion on the Disqualification List;

(b) Notice of the opportunity to contest the intended action and the procedures for doing so;

(c) The opportunity for a determination by a neutral person where the intended action is contested;

(d) Issuance of a written report that includes the information and findings which caused the person to be included on the Disqualification List, as described in paragraph (4)(b) of this rule;

(e) Notice to any individual submitted for inclusion on the Disqualification List of the consequences of inclusion on the list, as found in the capitalized language set forth in subparagraph (3)(b)3. of this rule; and

(f) For permanently maintaining records related to the determination to submit a person for inclusion on the Disqualification List.

(7) Procedures Specific to Charter Schools. In order to ensure that any person submitted for inclusion on the Disqualification List by a charter school receives a level of process comparable to persons submitted by a school district, prior to submission of a person for the list, the school or its governing authority must adopt procedures which, at a minimum, provide:

(a) Notice to the individual that the school intends to submit the person for inclusion on the Disqualification List;

(b) Notice of the opportunity to contest the intended action and the procedures for doing so;

(c) The opportunity for a determination by a neutral person where the intended action is contested;

(d) Issuance of a written report that includes the information and findings which caused the person to be included on the Disqualification List, as described in paragraph (4)(b) of this rule;

(e) Notice to any individual submitted for inclusion on the Disqualification List of the consequences of inclusion on the list, as found in the capitalized language set forth in subparagraph (3)(b)3. of this rule; and

(f) For permanently maintaining records related to the determination to submit a person for inclusion on the Disqualification List.

(8) Procedures Specific to School Districts – Affidavit of Separation.

(a) When an employee is "separated due to termination" as defined in paragraph (2)(m) in this rule or when an employee "resigned in lieu of termination" as defined in paragraph (2)(l) of this rule from a school district, the school district must complete and maintain a form entitled, Affidavit of Separation from School District Employment Due to Termination or Resignation in Lieu of Termination. This form requires the following information:

1. The separated employee's name, last four numbers of the social security number, and the date of separation;

2. The type of separation (separated due to termination or resigned in lieu of termination);

3. Whether separation is due to a report of sexual misconduct with a student by the separated employee; and

4. Details surrounding the separation.

(b) The requirement to complete an Affidavit of Separation applies regardless of whether or not the person is submitted for inclusion on the Disqualification List.

(9) Removal from Disqualification List. The process for submitting, considering and ruling upon a request for removal from the Disqualification List is set forth below.

(a) Submission of Removal Request. A request for removal may be submitted by the person included on the list or the reporting entity that submitted the person for the list and must:

1. Be in writing and submitted to the list accessible at http://fldoe.org/disqualificationlist;

2. Identify which paragraph of s. 1001.10(4)(c), F.S., is relied upon for the request for removal and provide details demonstrating the basis of removal;

3. Include a copy of the final order or report which resulted in placement on the list and the current address of the reporting entity or entities; and

4. Include certified or notarized documentary evidence supporting the request.

(b) Consideration of Removal Request. Upon receipt of a request for removal, the Department will:

1. Review the request for removal and notify the requestor of any supplemental information or documentation needed in order to process the request;

2. Provide notice to entities that reported the person for inclusion on the list, of the removal request; and

3. Provide a written decision.

(c) Department Decision on Removal Request.

1. Requests under s. 1001.10(4)(c)1., F.S. (completed law enforcement investigation), and s. 1001.10(4)(c)2., F.S. (mistaken identity). Where the request demonstrates that grounds for removal as described in s. 1001.10(4)(c)1. or 2., F.S., exist, the Department will grant the request for removal.

2. Requests under s. 1001.10(4)(c)3., F.S. Where the employing school district, charter school or private scholarship school that submitted a person for inclusion on the Disqualification List requests removal from the list, the Department will grant the request when the request for removal demonstrates the following:

a. The person on the list is not ineligible for employment as a result of a conviction of one of the crimes listed in s. 1012.315, F.S., and is not under law enforcement investigation for one of the crimes listed in s. 1012.315, F.S.;

b. A district or school intends to employ the individual if the person is removed from the list; and

c. Good moral character and rehabilitation, considering the circumstances surrounding the misconduct, the time period that has elapsed since the misconduct, the nature of the harm to any victim, the history of employment with the reporting entity and any other circumstances relevant to character.

(10) Documents Incorporated by Reference. The following documents are incorporated by reference and may be obtained at http://fldoe.org/disqualificationlist:

(a) EPC Certification of Final Determination of Eligibility for the Disqualification List – Educator Certificate Holder, Form No. DQ-1a, effective June 1, 2022, and EPC Certification of Final Determination of Eligibility for the Disqualification List – Educator Certificate Applicant, Form No. DQ-1b, effective June 1, 2022;

(b) School District Certification of Final Determination of Eligibility for the Disqualification List, Form No. DQ-2, effective June 1, 2022;

(c) Charter School Certification of Final Determination of Eligibility for the Disqualification List, Form No. DQ-3, effective June 1, 2022;

(d) Private Scholarship School Certification of Final Determination of Eligibility for the Disqualification List, Form No. DQ-4, effective June 1, 2022;

(e) Commissioner of Education Certification of Final Determination of Eligibility for the Disqualification List, Form No. DQ-5, effective June 1, 2022;

(f) Affidavit of Separation from School District Employment Due to Termination or Resignation in Lieu of Termination, Form No. DQ-6, effective June 1, 2022.

PROPOSED EFFECTIVE DATE: JUNE 1, 2022

Rulemaking Authority 1001.02(1), (2)(n), 1001.10(4)(d), 1012.31(2)(a) FS. Law Implemented 1001.10(4)(b),(c), 1012.31(2)(a) FS. History–New

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

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 14. 26-3318 9/23/2025

Title and Board Action Requested
Approval of the Interlocal Agreement among the School Board of Hernando County, Hernando County, and the City of Brooksville for the Mutual Use of Facilities.

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

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

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

2023-28 Strategic Focus Area
Priority 4: Community Connection

Financial Impact
See attached budget sheet.

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

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

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

RECITALS:

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

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

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

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

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

1. Incorporation of Recitals

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

2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Program" shall mean either:

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

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

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

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

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

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

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

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

4. Term of Agreement; Renewal

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

5. Scheduling

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

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

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

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

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

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

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

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

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

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

6. **Costs**

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

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

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

7. Mutual Obligations of the Parties

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

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

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

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

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

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

all County Persons.

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

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

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

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

8. Specific Obligations and Requirements Regarding District Facilities

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

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

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

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

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

and rules.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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10. Specific Obligations and Requirements Regarding City Facilities

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

(b) The Using-Party shall ensure that the maximum number of persons using a City Facility for purposes of a Using-Party Program shall not exceed the approved capacity of that City Facility. The Using-Party shall ensure that, for each Using-Party Program within or on a City Facility, it shall have one or more designated individuals on site and who shall have the following responsibilities: (i) arrive at the City Facility in advance of the start time scheduled for the Using-Party Program; (ii) inform the participants of emergency evacuation procedures and exit locations, as applicable; (iii) ensure the safety of Using-Party Persons attending the Using-Party Program; (iv) liaise with the City staff on site; (v) ensure

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

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

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

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

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

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

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

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

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

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

(k) The Using Party acknowledges that certain components of the City Facilities contain or may be located within buildings that contain asbestos and/or asbestos containing materials and the Using-Party accepts its use of said

facilities subject to this caveat.

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

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

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

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

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

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

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

11. <u>Improvements</u>

(a) The Using-Party shall obtain prior written consent of the Owner-

Party to make any alterations, additions, or improvements to Owner-Party Facilities. Any permanent improvements made to a facility will become the property of the Owner-Party.

(b) Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon. Costs incurred for capital improvements and major renovations to a facility may be shared, if agreed upon, by the Parties based on a pro-rata share of benefitted usage.

(c) Each Party may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other Party at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or the Owner-Party's need to use the Owner-Party's Facilities for public purposes.

12. <u>Unforeseen Circumstances</u>

The Parties acknowledge, understand, and agree that in the event that:

(a) a facility is the subject of or affected by any labor dispute or disturbance;

(b) a Party needs to effect repairs and/or upgrades to one of its facilities;

(c) a Party is unable to provide a custodian or suitable staff person for the particular facility where it would typically require a custodian or suitable staff

person to be present at such facility;

(d) a facility is closed as a result of weather conditions, epidemics, or other acts of God;

(e) there has been a power outage or other utility failure affecting a facility; or,

(f) a specific or general emergency has occurred; the owner (the "Affected Party") of such facility may not be able to make that facility available to any other Party and may have to cancel already scheduled programs. In such circumstances, the Affected Party shall have no liability or other obligations to any other Party (except as specifically contemplated in this Section), as a result of such circumstances. Each Party shall monitor the other's website, on a regular basis, for purposes of determining whether any facilities might not be accessible as a result of the circumstances contemplated above; however, the Affected Party shall use reasonable efforts to advise the other Party at the earliest reasonable opportunity of the occurrence or circumstances in question. In addition, and if feasible, the Affected Party shall use reasonable efforts to make available one (or more, as the case may be), of its reasonably similar facilities for such time(s) and date(s) as are reasonable in the circumstances. To the extent the Party denied access is not provided with an alternative facility or arrangement, it shall be treated as not

having booked or used the effected facilities. The Parties recognize that prolonged issues might give rise to the need to reconsider certain issues on a renewal of this Agreement.

13. Priority of District Students

The County and City recognize that the District must be in a position to ensure that the activities of its students always enjoy priority with respect to the use of District Facilities. In this regard, it is understood that occasion may arise where the County or City has booked the usage of a District Facility and such usage will need to be rescheduled due to an unforeseen need for the use of such facility on behalf of the District. In such circumstances, the District shall use reasonable efforts to advise the County or City, as applicable, of same at the earliest reasonable opportunity. In addition, the District shall use reasonable efforts to make available one of its reasonably similar facilities for the time and date that the booked facility is not available.

14. Mutual Hold Harmless/Indemnification

To the fullest extent permitted by Florida law, each party shall defend, indemnify, and hold harmless the other party, its governing body and members thereof, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the other party, its agents, contractors, employees, representatives, officers, servants, concessionaires, or volunteers in conjunction with the performance of this Agreement, unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against said party, the other party, upon written notice from the other, shall defend the same at its expense by counsel approved in writing by the Indemnified Party.

15. Insurance

(a) The parties shall maintain commercial general liability insurance, covering all of the parties' operations regarding this Agreement, with a combined single limit of not less than Two Million Dollars ($2,000,000).

(b) Motor Vehicle Liability Insurance. The parties shall maintain

comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used pursuant to this Agreement, with a combined single limit of not less than One Million Dollars ($1,000,000).

(c) Workers' Compensation Insurance. Each party shall maintain a workers' compensation plan covering all of its employees as required by Florida law, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the Florida Department of Insurance.

(d) Employer's Liability Coverage. Each party shall maintain employer's liability coverage for each employee who is subject to this Agreement. That policy shall provide employer's liability coverage with minimum liability coverage of One Million Dollars ($1,000,000) per occurrence.

(e) Self-Insurance. If either party elects to be self-insured, in lieu of providing proof of insurance, that party shall provide proof of self-insurance satisfactory to the other party and meeting the requirements imposed herein, which can include a consent to self-insure issued by the Florida Department of Insurance. Either Party providing proof of self-insurance warrants that the self-insurance provides substantially the same protection as the insurance required herein. Each party further agrees to notify the other party in the event any change

in self-insurance occurs that would alter the obligations undertaken in this Agreement within thirty (30) days of the change.

(f) Other Requirements. Without limiting the parties' duties of indemnification, the parties each shall comply with the following insurance coverage requirements:

i. Each policy shall be issued by a company authorized by law to transact business in the State of Florida.

ii. Each policy shall provide that the parties shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof.

iii. Comprehensive motor vehicle and commercial general liability policies shall each provide an endorsement naming the other party, and its officers, agents, representatives, and employees as additional insured.

iv. Each party shall provide an endorsement that the insurer waives the right of subrogation against the other party, and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

v. The required coverage and policy limits shall be maintained in effect throughout the Term and may be adjusted by each party

pursuant to legally required or commercially reasonable practice for property with the same or similar uses.

vi. Certificates of Insurance. Upon execution of this Agreement, the parties shall file certificates of insurance or consents to self-insure with each other, showing that they have in effect the insurance required by this Agreement. The parties shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

16. Liability; No Waiver of Sovereign Immunity

The Parties shall be liable for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, in the performance of this Agreement; provided, however, that the liability of each of the Parties is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third-party for any cause or matter arising out of or related to this Agreement.

17. Assignment, Inspection and Termination

None of the Parties may assign this Agreement or sublet any facilities of any

other Party or any part thereof without the written consent of the affected party. The Parties agree that each Party and its officers, agents, and servants will have the right to enter and inspect their facilities and the operation being conducted thereon at reasonable times. This Agreement will remain in effect unless terminated by either Party as follows:

(a) Upon an alleged breach of this Agreement by a Party, any other Party may give written notice of termination of this Agreement to the alleged breaching party specifying the claimed breach and the action required to cure the breach. If the alleged breaching party fails to cure the alleged breach within five (5) days from receipt of said notice, then this Agreement as it applies to the alleged breaching Party and the Party alleging the breach will terminate ten (10) days from receipt of the written notice.

(b) Any Party may terminate this Agreement as to that Party for convenience (i.e., for any reason) by giving written notice to any other Party that the Agreement will terminate as to those Parties thirty (30) days from the receipt of said notice by the other Party.

18. <u>Unforeseen Questions</u>

The Parties agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, the questions will be settled in writing among the Superintendent, the County Administrator, and/or the City Manager, as applicable, or their respective designees, for resolution of such questions concerning this Agreement.

19. Force Majeure

The Parties agree that failure or delay of any of the Parties in performing any of the terms of this Agreement shall be excused if and to the extent the failure or delay is caused by any acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule, or regulation beyond the control of the Parties.

20. Entire Agreement

This Agreement contains the entire agreement of the Parties regarding the subject matter thereof. No oral statements, representations or prior written matter relating to the subject matter herein, but not specifically incorporated herein, shall have any force or effect.

21. Modification

No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by the Parties.

22. Binding Effect

This Agreement shall be binding upon the respective successors and assigns of the Parties hereto.

23. Waiver of Jury Trial

Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding, or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each Party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

24. No Third-Party Beneficiaries

The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns,

and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

25. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

26. Authority

Each of the Parties is authorized to execute this Agreement in accordance with Florida law including, but not limited to, Fla. Stat. Chs. 125, 163, and 166.

27. Governing Law: Disputes

This Agreement shall be interpreted and construed in accordance with Florida law. Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each Party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal, or administrative proceeding.

28. Venue; Jurisdiction

In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each Party hereto consents to the personal jurisdiction

and venue of a tribunal, or a court of subject matter jurisdiction located in Hernando County, Florida.

29. Headings

The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Attest:

Hernando County School Board

Linda K. Prescott, Chairperson Date

Attest:

Hernando County Board of County Commissioners

Douglas A. Chorvat, Jr., Clerk

Elizabeth Narverud, Chairperson Date 5-28-2024

Attest:

City of Brooksville

Jennifer Battista, City Clerk

Blake Bell, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY
County Attorney's Office

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Hernando County School Board

Attest:

_____ _____

Shannon Rodriguez, Chairperson Date

Legal Sufficiency:

_____

Hernando County School Board Attorney

Hernando County Board of County Commissioners

Attest:

_____ _____

Douglas A. Chorvat, Jr., Clerk John Allocco, Chairman Date

Legal Sufficiency:

_____

Hernando County Attorney

City of ~~Brooksville~~

Attest:

Jennifer Battista

Jennifer Battista, City Clerk Blake Bell, Mayor

Approved by City Council 4/1/24

Legal Sufficiency:

Gretchen R.H. "Becky" Vose

Gretchen R.H. "Becky" Vose, City Attorney, Vose Law Firm

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

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 15. 26-3298 9/23/2025

Title and Board Action Requested
Approval of Proportionate Share Mitigation Agreement for Verona Hills.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approval of Proportionate Share Mitigation Agreement for Verona Hills.

My Contact
Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
352-797-7050

Jim Lipsey
School Planner
lipsey_j@hcsb.k12.fl.us
352-797-7050

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
See attached budget sheet.

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

The School District of Hernando County, Florida
Facilities & Construction Department
8016 Mobley Road
Brooksville, FL 34601
Phone: (352) 797-7050
Fax: (352) 797-7150

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

Superintendent: *Ray Pinder*
Board Chairperson: *Shannon Rodriguez*
Vice Chairperson: *Mark Johnson*
Board Members:
Michelle Bonczek
Susan Duval
Kayce Hawkins

May 30, 2025
June 4, 2025 (Revised)
August 24, 2025 (Revised)

Hernando County Planning Department
Lashaundra Ellison, Planner II
1653 Blaise Drive
Brooksville, Florida 34601

RE: VERONA HILLS – 302 SINGLE FAMILY D.U.
School Capacity Deficit Report

Ms. Ellison,

The School District has revised its school concurrency analysis of the proposed residential development referenced above, based on information we recently received from your department. The application data and our revised findings are summarized below:

REVIEWING AUTHORITY	Hernando County School District
PROJECT NAME / CASE NUMBER	Verona Hills
APPLICATION TYPE	School Concurrency Analysis
OWNER / DEVELOPER	Lee K. Pedone & TTEE / Riopelle Properties, LLC
PARCEL KEY NUMBER(S)	394585 and 1357971
LOCATION / ADDRESS	West side of Kettering Road, north of Dashbach St.
PROJECT ACREAGE	102.20 acres, more or less
LAND USE DESIGNATION	**CURRENT:** Residential
ZONING	**CURRENT:** PDP (SF)
PROPOSED DWELLING UNITS	**SINGLE FAM:** 302 **MULTI FAM:** 0 **TOWNHS:** 0

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

DWELLING UNIT TYPE	NUMBER OF DWELLING UNITS	STUDENT GENERATION RATE 1	STUDENTS PER UNIT TYPE
Single Family	**302**	**0.300**	**91**
Multi Family	**0**	**0.188**	**0**
Townhouse	**0**	**0.159**	**0**
TOTAL NUMBER OF STUDENTS			**91**

AVERAGE GRADE LEVEL DISTRIBUTION		
GRADE	**DISTRIBUTION**	**STUDENTS**
PK - 5	46 %	42
6-8	23 %	21
9-12	31 %	28

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

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

CONCURRENCY SERVICE AREA [2] (SCHOOL NAME)	A SCHOOL CAPACITY	B PLANNED CAPACITY	C STUDENTS ENROLLED [3]	D RESERVED CAPACITY	E PROPOSED STUDENTS	F TOTAL STUDENTS (C+D+E)	G RESULTING LEVEL OF SVC. (F ÷ (A+B))
Eastside ES	820	334	756	**282**	**42**	**1080**	**94%**
DS Parrott MS	1040	0	749	291	**0**	**1040**	**100%**
West Hernando MS	1308	0	668	**411**	**21**	**1100**	**84%**
Hernando HS	1654	0	1301	**445**	**0**	**1746**	**106%**
Nature Coast Tech. HS	1296	0	1297	**12**	**0**	**1309**	**101%**
Central HS	1888	0	1447	441	**0**	**1888**	**100%**
Weeki Wachee HS	1611	375	1444	**542**	**0**	**1986**	**100%**

[[2] There is no guarantee that students from the proposed development will attend the schools in the assigned CSAs.]
[[3] As published on the district's website, 10-11-2024.]

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

At the elementary school level, adequate capacity is available for 42 students in the assigned Concurrency Service Area (CSA) of Eastside ES.

At the middle school level, adequate capacity is not available for 21 students in the assigned CSA of DS Parrott MS. However, adequate capacity is available in the adjacent CSA of West Hernando MS.

At the high school level, adequate capacity is not available for any of the 28 students in the assigned CSA of Hernando HS. Neither is any capacity available in the adjacent CSAs of Nature Coast Tech. HS, Central HS, or Weeki Wachee HS, shown as shaded in the table above. Consequently, **there is a capacity deficit of 28 students at the high school level.**

COMMENT In view of the capacity deficit indicated above, the School District cannot issue a *Finding of Available School Capacity* at this time.

When a school capacity deficit exists, Section 23-269 of the Hernando County Code of Ordinances allows the Owner/Developer to mitigate such deficit by proffering a Proportionate Share Mitigation Agreement (PSMA) to contribute their fair share of the cost of providing, expanding or improving a public school facility in exchange for a school impact fee credit on a dollar-for-dollar basis. Once a PSMA has been executed, the School District can issue a *Finding of Available School Capacity*.

Should you have any questions concerning this report, please do not hesitate to contact me.

Regards,

James W. Lipsey, AICP-C
School Planner
Hernando County School District
PHONE: (352) 797-7050, ext. 71410
EMAIL: lipsey_j@hcsb.k12.fl.us

Copies to: Omar DePablo, Director, Hernando Co. Development Services
Brian Ragan, Director of Facilities, HCSD
Ralph Leath, Director of Transportation, HCSD
Dawn Williams, Supervisor of School Choice, HCSD
Steve Crognale, Executive Director of Support Operations, HCSD
Concetta Cook, Permit Coordinator, Coastal Engineering Associates, Inc.

After recording return to:
Hernando County Public Schools
Attn: Facilities and Construction Department
8016 Mobley Road
Brooksville, Florida, 34601

SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT

VERONA HILLS

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT ("**Agreement**"), is made by and among **HERNANDO COUNTY,** a political subdivision of the State of Florida, whose address is 20 North Main St., Brooksville, Florida 34601, hereinafter referred to as **"Local Government"**; **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate of the State of Florida, hereinafter referred to as the "**School Board**", whose address is 919 North Broad St., Brooksville, FL 34601; and **LEE PEDONE, an individual, and LEE KELSO PEDONE AS TRUSTEE OF THE LEE KELSO PEDONE TRUST DATED JUNE 24, 2021, AS AMENDED,** hereinafter referred to as the "**Applicant**" whose address is **4335 KETTERING ROAD, BROOKSVILLE, FL 34602**; and

WHEREAS, **Applicant** is **LEE PEDONE, an individual, and LEE KELSO PEDONE AS TRUSTEE OF THE LEE KELSO PEDONE TRUST DATED JUNE 24, 2021, AS AMENDED**, of a **109.51** acre parcel of real property located in Hernando County and generally located at **4335 and 4347 KETTERING ROAD, BROOKSVILLE, FL 34602** ("**Project Site**"), the complete legal description for which is attached hereto as EXHIBIT "A." The Project Site is illustrated with a map appearing in EXHIBIT "B"; and

WHEREAS, the **Applicant** has applied for CONDITIONAL **PLAT** approval from the **Local Government** pursuant to Application No. **1500882** and to allow **302 SINGLE FAMILY DWELLING UNITS** to be constructed on the Project Site ("**Proposed Development**"); and

WHEREAS, the **Local Government** has determined the Proposed Development is consistent with the future land use designation of its Comprehensive Plan and pertinent portions of the Comprehensive Plan; and

WHEREAS, the **Local Government** and School Board utilize data and methodologies contained in Florida Statutes, Department of Education, and the Hernando County Educational Facilities Impact Fee, as periodically updated; and

WHEREAS, the **Local Government** and the **School Board** have adopted and implemented a public school concurrency management system to assure the future availability of public school

facilities to serve new development consistent with level of service standards, as defined in the Interlocal Agreement ("Standards" or "Level of Service" or "Level of Service Standards") and consistent with the terms of the current Interlocal Agreement for Public School Facility Planning between the School Board and the Local Governments, as may be amended from time to time (the "Interlocal Agreement") and the Local Government's public school facilities element, and capital improvement elements of the respective comprehensive plans; and

WHEREAS, at the adopted Level of Service Standards, adequate school capacity for **Twenty Eight (28) High** school students projected to be generated by the development is not available within the school Concurrency Service Area(s) ("Concurrency Service Area(s)")shall have the meaning as set forth in the Interlocal Agreement) in which the Proposed Development is located; Proposed Development within any contiguous school Concurrency Service Area(s); and adequate school capacity will not be in place or under actual construction within three (3) years after the Local Government's approval of the Proposed Development; and

WHEREAS, authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in one or more applicable school Concurrency Service Area(s); and

WHEREAS, the parties agree that public school concurrency shall be satisfied by the **Applicant's** execution of this legally binding Agreement and payment of a mitigation amount proportionate to the demand for public school facilities to be created by these new residential dwelling units ("**Proportionate Share Mitigation**"); and

WHEREAS, it is the policy of the State of Florida that public educational facilities and services needed to support new residential development shall be available concurrently with the impact of such new residential development; and

WHEREAS, an appropriate mitigation option necessary to satisfy public school concurrency is payment of a Proportionate Share Mitigation for the Proposed Development, as more specifically described herein; and

WHEREAS, the **Local Government** has authority to issue a Certificate of Concurrency ("COC") for the Proposed Development contingent upon the payment of Proportionate Share Mitigation being guaranteed in an enforceable development agreement; and

WHEREAS, the **Applicant** is eligible for Educational Facilities Impact Fee credits for the payment of the Proportionate Share Mitigation for the Proposed Development in such amounts as are authorized by Hernando County Ordinance 2024-10, § IV (Ex. A).

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference as if fully set forth herein.

2. **PARTIES:** The **Local Government**, the **School Board** and the **Applicant** shall be collectively referred to as the "parties."

3. **LEGALLY BINDING COMMITMENT:** This Agreement constitutes a legally binding commitment by the **Applicant** to provide Proportionate Share Mitigation for the deficiency of school capacity needed for the number and type of new residential dwelling units on the Project Site for the Proposed Development sought to be approved by the **Local Government**.

4. **DESCRIPTION OF DEVELOPMENT USES:** The Proposed Development shall be developed to include a maximum of **302 SINGLE FAMILY DWELLING UNITS**. Construction of Dwelling Units within the Proposed Development is anticipated to begin in the year **2027,** and is anticipated to be complete in the year **2032**.

5. **PROPORTIONATE SHARE MITIGATION:**
   a. The **parties** agree the formula to calculate the total amount of the Proportionate Share Mitigation shall be: $p = (s - a) \times (c + (c \times f))$, where
      i. ***p*** = Proportionate Share Mitigation Amount, and
      ii. ***s*** = Students (by school type) that will be generated by the Proposed Development (by housing type), and
      iii. ***a*** = Available FISH capacity (by school type) or ***zero*** if no capacity is available, and
      iv. ***c*** = Total Facility Cost per Student Station for **high** school level, as published in the Educational Facilities Impact Fee Update Study adopted by the School Board and in effect at the time when the Proportionate Share Mitigation is accepted plus authorized ancillary facility costs per student, and
      v. ***f*** = Student Station Cost Adjustment Factor (indexed to 2022=100) for the year in which the Proportionate Share Mitigation is accepted, as published by the Florida Legislative Office of Economic and Demographic Research (EDR).

   b. The **parties** agree that the payment of a Proportionate Share Mitigation in the total amount of $**1,252,116.00** for the Proposed Development, is proportionate to the demand for public school facilities to be created by the actual development of the property and based on existing and actual school capacity deficit as determined pursuant to the Amended and Restated Interlocal Agreement.

6. **SCHOOL CONCURRENCY ANALYSIS:** Upon the final execution of this Agreement, the Superintendent shall provide the **Local Government** with a *Finding of Available School Capacity*, encumbering **Forty Two (42) elementary, Twenty One (21) Middle, and Twenty Eight (28) high** school capacity for the Proposed Development.

7. **TIMING:** The execution of this Agreement shall be a condition of the Conditional Plat approval, Site Plan approval, or its functional equivalent. The payment of the Proportionate Share Mitigation in full shall occur at the time of, and shall be a condition of the final plat approval, or its functional equivalent for the Proposed Development, but in no event later than the issuance of the first building permit. This payment shall be made directly to the **School Board**.

8. **EDUCATIONAL FACILITIES IMPACT FEE CREDIT:**
   a. In accordance with Section 163.3180(6)(h)(2)(b) and 163.31801(5)(a), Florida Statutes, as consideration for the payment of the Proportionate Share Mitigation as described in Section 5 above, the **Parties** agree that the **School Board** shall provide the **Applicant** a credit on a dollar-for-dollar credit basis at fair market value, in the amount of **$1,252,116.00** toward Educational Facilities impact fees ("Impact Fee Credits") in the form of the Hernando County Educational Facilities Impact Fee Voucher attached hereto as Exhibit "C" (the "Voucher"). The number of units set forth in the Voucher will be based upon the rate of Impact Fees at the time of the Proportionate Share Mitigation payment and shall be rounded down to the nearest unit. In no event will the dollar amount of the Proportionate Share Mitigation exceed the dollar amount of the Impact Fees due for the Proposed Development.
      i. As an example, the Educational Impact Fee as of July 1, 2025, is $6,135.00 per single family home. Assuming the payment is in the amount of $350,000.00, it would result in a voucher for 57.04 single family home units, which would be rounded down to 57 units and the actual payment would be $349,695. If the impact fee rate is increased after the issuance of the Voucher, the Voucher would nevertheless be valued at 57 single family residential units. The same calculation method would apply to other housing types, such as multi-family.
   b. **Applicant** may assign the Voucher, in whole or in part, pursuant to Section 163.31801(10). To accomplish said transaction, the School Board shall, within thirty (30) days of receipt of a written request from the Applicant, reassign the Voucher in whole or in part, to any other development or parcel within the school district. Should, at any time, the total number of units set forth in the Proposed Development exceed the number of units set forth in Voucher(s) issued, the **Applicant** shall pay the then current impact fee amount for each unit above the total amount of units in the issued vouchers. The **Applicant** shall provide the Voucher(s) to the **Local Government** at the time of impact fee payment.

9. **SCHOOL CAPACITY IMPROVEMENT:** The **School Board** agrees to apply the Proportionate Share Mitigation contributed by the **Applicant** toward a school capacity improvement identified in its 5-year Educational Facilities Work Program and if no project has been identified, the **School Board** shall set aside the funds, and not spend same until an improvement has been identified which satisfies the demands created by the Development Proposal in accordance with this Agreement.

10. **IMPACT FEES**. The payment of Educational Facilities impact fees shall be the responsibility of the **Applicant** for each dwelling unit constructed on the Property and shall be due at the time of building permit issuance. The **Applicant's** payment of Educational Facilities impact fees shall be collected, transmitted, and reported in conformance with and according to the Educational Facilities Impact Fee Ordinance, and as set forth on EXHIBIT "D" attached hereto and incorporated herein by reference.

    a. **IMPACT FEE SURCHARGES.** The County has adopted the Hernando County Impact Fee Surcharge and Planning Overlay For Greater I-75/SR-50 Planned Development District Ordinance (the "Impact Fee Surcharge Ordinance"), codified at Chapter 23, Article III, Division 6 of the Hernando County Code, to assure that new development which creates a need for educational facilities within the Greater I-75/SR-50 Planned Development District ("Greater I-75/SR-50 PDD") area bears a proportionate share of the cost of capital expenditures necessary to provide the educational facilities necessitated by such development ("Impact Fee Surcharge"). In accordance with the Impact Fee Surcharge Ordinance, the Impact Fee Surcharge is assessed in addition to the applicable impact fee for each new development within the Greater I-75/SR-50 PDD area. Payment of the Impact Fee Surcharge shall be the responsibility of the **Applicant** for each dwelling unit constructed on the Property within the Greater I-75/SR-50 PDD and shall be due at the time of building permit issuance. The Applicant's payment of Impact Fee Surcharges shall be collected, transmitted, and reported in conformance with and according to the Educational Facilities Impact Fee, as set forth on EXHIBIT "D".

11. **TERMINATION**. This Agreement shall terminate, and **Applicant** shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the **School Board** agrees to an extension of this Agreement, if one of the following occurs:
    a. Upon final approval of the conditional plat, the developer shall have two (2) years to be granted construction plan approval. In no case shall the conditional plat be valid for more than five (5) years from the original date of approval; or
    b. Applicant fails to fully pay the Proportionate Share Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days; or
    c. The **Applicant** fails to obtain at least one building permit for a unit other than a model home within three (3) years of recording of the plat or, if a plat is not required, within three (3) years of final approval of the site plan, or its equivalent. In such case, unless for good cause shown by the **Applicant**, this Agreement shall be terminated and, other than capacity associated with a payment of Proportionate Share Mitigation, any encumbered or reserved school capacity shall be returned to its applicable capacity bank.
    d. The **Applicant** shall not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement prior to termination.

12. **NO GUARANTEE OF LAND USE/ZONING:** Nothing in the Agreement shall require the **Local Government** to approve any land use amendment or rezoning application associated with the Project Site.

13. **EFFECTIVE DATE:** This Agreement shall become effective immediately upon the occurrence of all the following:
    a. Signatory execution by the **Applicant**
    b. Adoption and approval of this Agreement by the **Local Government**;
    c. Adoption and approval of this Agreement by the **School Board**;
    d. The recordation of a fully executed original of this Agreement in the official records of Hernando County, Florida, at the expense of **Applicant**; and
    e. The expiration of any and all appeal periods for any challenge to the approval of this Agreement.

14. **TERM:** This Agreement shall automatically terminate and expire upon the first occurrence of any of the following:
    a. The full performance by all parties hereto of each and every one of their respective obligations arising under the terms of this Agreement.
    b. The execution of a written agreement by all **parties**, or their successors in interest, providing for the cancellation and termination of this Agreement.
    c. The expiration or termination of either the COC or permitted authorization of related horizontal or vertical construction.
    d. Ten (10) years from the Effective Date.

15. **DEFAULT:** If any party to this Agreement materially defaults under the terms hereof, then the **Local Government or School Board** shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the **Applicant** of the property described herein fail to timely cure a default in meeting their obligations set forth herein, the COC, issued based upon payment and/or performance hereunder, this Agreement shall be voided and the **Applicant** and the property described herein shall lose their right to school concurrency under this Agreement and their right to any Educational Facilities Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property site dependent upon such COC shall cease and no further permits shall be issued by the Local Government, until and unless the agreement is reinstated or the default is cured or capacity becomes available and a new COC is issued. Should the **Local Government** or the **School Board** fail to timely cure a default in meeting their obligations set forth herein, **Applicant** may seek any and all remedies available to it by law.

16. **VENUE; CHOICE OF LAW:** Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Hernando County, Florida, and shall be governed by the laws of the State of Florida.

17. **RELEASE**. Upon the performance of all obligations of all Parties hereto, the School Board and the Local Government shall release the Applicant from this Agreement, and the Applicant shall release the School Board and the Local Government from all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Applicant's expense in the Official Records of Hernando County, Florida, evidencing such performance.

18. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

19. **NO WAIVER:** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

20. **EXHIBITS:** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

21. **FURTHER ASSURANCES:** The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

22. **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed be all the parties to this Agreement.

23. **ASSIGNMENT:** This Agreement runs with the land. The **Applicant** may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the parties. At the election of the **School Board**, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the parties with a copy of the written assignment within ten (10) days of the date of execution of same.

24. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is made for the sole benefit and protection of the parties, their successors and assigns, and no other persons shall have any right of action hereunder.

25. **COUNTERPARTS:** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

26. **RECORDING OF THIS AGREEMENT:** The **Applicant** shall record this Agreement, at its expense in the Hernando County Public Records. The Applicant shall provide a copy to the **Local Government** and the **School Board**.

27. **MERGER CLAUSE:** This Agreement sets forth the entire agreement among the parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the parties.

28. **SEVERABILITY:** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

29. **STATUTORY COMPLIANCE:** This Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes (2024), as amended from time to time.

30. **NOTICES:** Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for who it is intended at the place last specified, delivered via overnight mail signature required (FEDEX), or via electronic mail with delivery receipt provided. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the parties designate the following as the respective places for giving notice:

FOR HERNANDO COUNTY:	County Administrator
20 North Main St.	
	Brooksville, FL 34601
With a Copy to:	County Attorney
Hernando County	
	20 North Main St. Brooksville, FL 34601
FOR SCHOOL BOARD:	Superintendent Hernando County School District 919 North Broad Street Brooksville, FL 34601
With a Copy to:	School Board Attorney School Board of Hernando County 919 North Broad Street Brooksville, FL 34601

School Planner

Hernando County School District
8016 Mobley Road
Brooksville, FL 34601

FOR APPLICANT:

LEE PEDONE, an individual, and LEE KELSO PEDONE AS TRUSTEE OF THE LEE KELSO PEDONE TRUST DATED JUNE 24, 2021, AS AMENDED
4335 KETTERING ROAD, BROOKSVILLE, FL 34602

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

SCHOOL DISTRICT

Signed, witnessed, executed, and acknowledged on this___day of_____, 202_.

WITNESSES:	**SCHOOL DISTRICT OF HERNANDO COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida**
_____ Print Name:_____ Address_____ _____ _____ Print Name:_____ Address_____ _____	_____ Shannon Rodriguez Title: School Board Chair

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this _____day of _____, 202__, by_____ ,_____

{AFFIX NOTARY STAMP}

Notary Public of Florida

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced_____

APPLICANT

Signed, witnessed, executed, and acknowledged on this 28 day of August, 2025

WITNESSES:

Elena Sutton
Print Name: Elena Sutton
Address 966 Candlelight Blvd
Brooksville, FL 34601

Print Name: Ford Manuel
Address 966 Candlelight Blvd
Brooksville, FL 34601

APPLICANT:

LEE KELSO PEDONE

LEE KELSO PEDONE AS TRUSTEE OF THE LEE KELSO PEDONE TRUST DATED JUNE 24, 2021, AS AMENDED

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☑ physical present or ☐ online notarization, this 28th day of August, 2025, by LEE KELSO PEDONE, individually and LEE KELSO PEDONE AS TRUSTEE OF THE LEE KELSO PEDONE TRUST DATED JUNE 24, 2021, AS AMENDED.

{AFFIX NOTARY STAMP}

NOTARY PUBLIC STATE OF FLORIDA
LINDSAY NICHOLS OLLIER
Commission # HH 572438
Expires November 16, 2028

Notary Public of Florida

Lindsay N. Ollier
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ✓
OR Produced Identification N/A
Type of Identification Produced N/A

HERNANDO COUNTY

ATTEST:

By: _____
Print Name:_____
Title: _____

By: _____

_____
Print

_____
Title

WITNESSES: **_____** **Print Name:_____** **Address_____** **_____** **_____** **Print Name:_____** **Address_____** **_____**	

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this _____day of _____, 202__, by_____
,_____.

{AFFIX NOTARY STAMP}

Notary Public of Florida

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced_____

Exhibit "A"

Parcel ID# and Description

Project Information	
Project Name	Verona Hills
Project Jurisdiction	Hernando County
Parcel ID Number	R08 423 21 0000 0010 0000, R08 423 21 0000 0010 0040
Parcel Key Number	00394585, 01357971
Location/Address of Property	Kettering Road

LEGAL DESCRIPTION

PARCEL 1:

Commence at the Southeast corner of Section 8, Township 23 South, Range 21 East, Hernando County, Florida, and go thence North 01° 03' 54" East along said East line of Section 8, 1361.89 feet for a Point of Beginning; continue North 01° 03' 54" East along said East line 300.00 feet, thence North 88° 39' 22" West, 700 feet, thence North 01° 03' 53" East, 200 feet, thence North 88° 39' 22" West, 469.21 feet, thence South 01° 03' 54" West, 500 feet, thence South 88° 39' 22" East, 1169.21 feet to the Point of Beginning. LESS the East 30 feet thereof for road right-of-way

PARCEL 2:

Begin at the Southeast corner of Section 8, Township 23 South, Range 21 East, Hernando County, Florida; go thence North 01° 03' 54" East, along the East line of Section 8, 949.49 feet; thence North 88° 40' 31" West, 2665.35 feet to the West line of the Southeast 1/4 of said Section 8, thence South 01° 23' 27" West along said West line 948.60 feet to the South line of said Southeast 1/4, thence South 88° 39' 22" East, 2670.75 feet to the Point of Beginning, LESS the South and East 30 feet thereof for road right-of-way

AND

PARCEL 3:

Commence at the Southeast corner of Section 8, Township 23 South, Range 21 East, Hernando County, Florida; go thence North 01° 03' 54" East along said East line of Section 8, 949.49 feet for a Point of Beginning; continue North 01° 03' 54" East along said East line, 712.40 feet, thence North 88° 39' 22" West, 700 feet, thence North 01° 03' 53" East, 200 feet, thence North 88° 39' 22" West, 1260.91 feet, thence North 01° 03' 54" East, 200 feet, thence North 88° 39' 22" West, 698.11 feet to the West line of the Southeast 1/4 of aforesaid Section 8, thence South 01° 23' 27" West along said West line, 1113.28 feet, thence South 88° 39' 22" East, 2665.35 feet to the Point of Beginning, LESS the East 30 feet thereof for road right-of-way, and

LESS AND EXCEPT Commence at the Southeast corner of Section 8, Township 23 South, Range 21 East, Hernando County, Florida, and go thence North 01° 03' 54" East along said East line of Section 8, 1361.89 feet for a Point of Beginning; continue North 01° 03' 54" East along said East line 300.00 feet, thence North 88° 39' 22" West, 700 feet, thence North 01° 03' 53" East, 200 feet, thence North 88° 39' 22" West, 469.21 feet, thence South 01° 03' 54" West, 500 feet, thence South 88° 39' 22" East, 1169.21 feet to the Point of Beginning. LESS the East 30 feet thereof for road right-of-way.

OVERALL DESCRIPTION

THE FOLLOWING DESCRIPTION IS OF THE OVERALL PROPERTY BOUNDARY. THIS DESCRIBES ONE AND THE SAME PROPERTY AS LISTED IN THE TITLE COMMITMENT #12214246, DATED 01/17/2025, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY WHICH CONTAINS THREE SEPARATE PARCELS.

Beginning at the Southeast corner of Section 8, Township 23 South, Range 21 East, Hernando County, Florida; thence along the east line of said section 8, run N00°19'43"E, 949.49 feet; thence continue along the East line of said section 8, N00°19'43"E, 412.51 feet; thence continue along the East line of said section 8, N00°19'43"E, 300.01 feet; thence leaving said section line, run S89°57'01"W, 699.90 feet; thence N00°16'48"W, 199.68 feet; thence S89°57'20"W, 1260.54 feet; thence N00°03'37"E, 200.00 feet; thence S89°57'23"W, 698.11 feet to the West line of the Southeast 1/4 of said Section 8; thence along said West line, run S00°00'31"W, 1113.28 feet; thence continue along the West line of the Southeast 1/4 of said section 8, S00°00'31"W, 898.11 feet to the South line of the Southeast 1/4 of said section 8; thence along said South line, run S89°35'56"E, 2669.01 feet to the Point of Beginning.

LESS AND EXCEPT the South 30 feet and the East 50 feet thereof for road right-of-way.

Containing a NET area of 109.51 acres, more or less

Exhibit "B"

Map or Plan Identifying Property

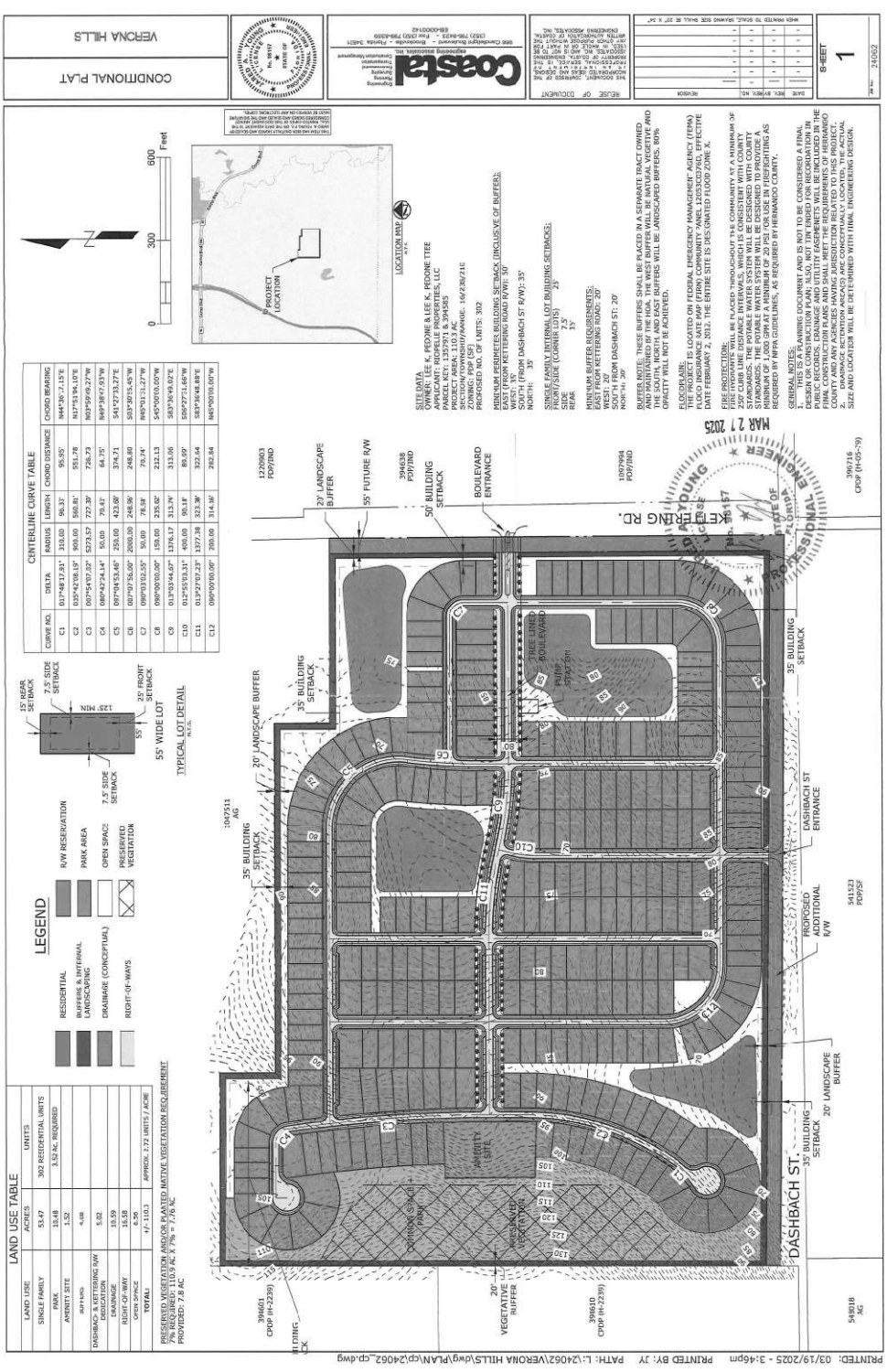

Exhibit "C"

Hernando County School Board
Educational Facilities Impact Fee Credit Voucher
VERONA HILLS

1. Date of Finding of Available School Capacity: _____
   Number of dwelling units associated with application: _____
   Type of dwelling units associated with application: _____
2. Name of Developer/Applicant: _____
3. Address of Developer/Applicant: _____
4. Legal description of subject property: **See Exhibit "A" - Attachment 1.**
5. Subdivision or Master Development Plan name: _____
6. Local Government Development Application Number:

The undersigned School Board Official confirms that it has received from the Developer/Applicant named above, Proportionate Share Mitigation for **[elementary] [middle] [high]** school capacity on the ____ day of _____, 2025, as shown below.

The School Board Official gives notice to Local Government that the following sums should be credited towards the Educational Facilities Impact Fee obligations of the Developer/Applicant.

1. Date of Proportionate Share Payment	
2. Amount of Proportionate Share Payment	
3. Impact Fee per unit at Time of Proportionate Share Payment	
4. Impact Fee Credits issued (Line 2 divided by line 3.)	

By: _____

Print: _____

Title: _____

Impact Fee Credit Redemption Ledger
VERONA HILLS

Date Credits Redeemed	Available Credits	Credits Redeemed	Remaining Credits	County/City Staff Accepting Credits	Signature of County/City Staff Accepting Credits

Exhibit "D"

EDUCATIONAL FACILITIES IMPACT FEE

1. **Impact Fees Established.** The County has adopted the Hernando County Educational Facilities Impact Fee Ordinance (the "Impact Fee Ordinance"), codified at Chapter 23, Article III, of the Hernando County Code, to assure that new development which creates a need for educational facilities bears a proportionate share of the cost of capital expenditures necessary to provide the educational facilities necessitated by such development ("Impact Fee"). The Impact Fee amount is established pursuant to the Impact Fee Ordinance and is due and payable upon the issuance of a building permit by the respective Local Governments except as otherwise provided in the Impact Fee Ordinance.

    a. **Impact Fee Surcharges Established.** The County has adopted the Impact Fee Surcharge Ordinance for the Greater I-75/SR-50 PDD area. The Impact Fee Surcharge amount is established pursuant to the Impact Fee Ordinance and is due and payable upon the issuance of a building permit by the respective Local Governments except as otherwise provided in the Impact Fee Ordinance. Notwithstanding anything else to the contrary contained in the Impact Fee Surcharge Ordinance, the Applicant shall receive credits for the amount of Impact Fee Surcharges paid on a dollar-for-dollar basis. All Impact Fee Surcharge amounts paid, and all credits issued on the basis of Impact Fee Surcharge fees paid, are non-refundable. The Local government shall follow the same practices and procedures for the collection and transmission of the Impact Fee Surcharges, as are specified by Ordinance and EXHIBIT "D" for the collection and transmission of the Impact Fees.

2. **Collection of Impact Fees.** Each Local Government shall collect the Impact Fee for each building permit resulting in a new impact generated by ordinance or resolution. The ultimate calculation of the Impact Fee amount shall be based on the timing of the submittal of a complete building permit application, with the Impact Fee payable at the time of building permit issuance. The permitting Local Government shall be solely responsible for determining the amount of any Impact Fee due at the time of building permit issuance.

3. **Administrative Costs.** In accordance with the Florida Impact Fee Act, it is agreed by the Parties that the Local Governments may retain the actual costs incurred in collecting the Impact Fees. Each Local Government is responsible for providing for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund and providing same to the School Board on an annual basis.

4. **Remittance of Impact Fees.** The Local Governments shall remit the collected Impact Fees minus the administrative fee, as described above, to the School Board pursuant to

Hernando County Code of Ordinance, Chapter 23, Article III, Section 23-71. as prescribed by Ordinance or Resolution. Remittance may be through wire transfer to the School Board, through check payable to the Hernando County School Board, or through other method mutually agreed to between the Local Government as payor and the School Board as payee.

5. **Reporting.** Each Local Government shall, in addition to the monthly transfer of the Impact Fees, remit to the School Board a report accounting for the total Impact Fees collected for the month and the administrative fees retained by the Local Government. The reports shall specify the dates the fees were paid, Parcel Identification Number, Impact Fee paid per parcel, total Impact Fee paid including allocations, applicant's name, property description, use code, and the financial payment history (including date of payment to the School Board and check number). Should no Impact Fees be collected for the month, the Local Government shall report to the School Board that no Impact Fees are to be remitted because no Impact Fees were collected by the Local Government.

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

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

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

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

Account Name

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

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

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

Amount $

Funding Source

Account Name

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

Amount $

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 16. 26-3301 9/23/2025

Title and Board Action Requested
Approve Two Settlement Agreements for the Sunrise Development.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve two settlement agreements for the Sunrise development.

Hernando County and the Owner/Developer entered into a Development Agreement dated September 12, 2023, for the Sunrise development. On December 16, 2024, the School Board filed an appeal of the Hernando County Planning and Zoning Commission's approval of the first Conditional Plat for the development. The Developer and the School Board disagree as to the status of school concurrency requirements set forth in the Development Agreement. All parties desire to resolve and end their dispute regarding school concurrency for the development.

The "Developer Settlement Agreement," between the School Board, the County, and the Owner/Developer, provides for the Developer to draft an amendment to the Development Agreement with terms and conditions for mitigating the development's impact to school concurrency that are acceptable to the School Board.

The "County Settlement Agreement," between the School Board and the County, provides for the postponement and withdrawal of the School Board's appeal, contingent upon the School Board's review and approval of the amended Development Agreement and subsequent approval of same by the County.

My Contact
Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
(352) 797-7050

Jim Lipsey
School Planner
lipsey_j@hcsb.k12.fl.us
(352) 797-7050

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of

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

COUNTY SETTLEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

It is agreed that:

1. **Recitals.** The recitals provided hereinabove in this Agreement are true and correct, and by reference are made a part of the operative provisions of this Settlement Agreement.

2. **Defined Terms.** Any capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Development Agreement.

3. **Effective Date.** The "Effective Date" of this Agreement shall be the last date that either the School Board or the Developer execute this Agreement.

4. **Amendment**. The School Board and the Developer will agree upon, and the Developer shall submit to the County a finalized amendment to the Development Agreement that has been reviewed and approved by the School Board prior to such submission for the County's consideration as set forth in the Developer Settlement Agreement (the "Final Amendment").

5. **Hearing and Approval**. The County shall diligently facilitate the scheduling of a hearing before the Hernando County Board of County Commissioners to consider the Final Amendment.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

ACCEPTED AND AGREED TO ON THIS _____ DAY OF _____, 2025.

"SCHOOL BOARD"

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

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

By: _____
Shannon Rodriguez, School Board Chair

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

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

By: _____
Christopher J. Wilson, Esq.

Date: _____

ADOPTED IN REGULAR SESSION THIS _____ DAY OF _____, 2025.

"COUNTY"

Attest: _____

Name: _____

Title: _____

Date: _____

ACCEPTED AND AGREED TO BY HERNANDO COUNTY, FLORIDA:

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

By: _____
Brian Hawkins, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

By: Jon Jouben
County Attorney's Office

EXHIBIT "A"

Terms and Conditions of the Amendment

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

1. **School Site Donation**. Owner has agreed to reserve a school site located on Kettering Road adjacent to the Development, containing approximately 49 gross acres of land, as more particularly described by Exhibit 1 attached hereto ("School Site").

    a. Accept School Site. Should the School Board elect to proceed with the conveyance of the School Site, the School Site will be conveyed at fair market value (the "School Site Value"). Pursuant to the Owners and the School Board successfully negotiating a Letter of Intent and corresponding Purchase and Sale Agreement, at Closing the Owners shall accept dollar-for-dollar school impact/surcharge fee credits in the full amount of the School Site Value, which credits shall be fully assignable to any Developer/Builder for use in any school concurrency service area, in any Hernando County project, pursuant to the Florida Impact Fee Act. Credits issued will be non-refundable. Notwithstanding any other terms or conditions of the Purchase and Sale Agreement, the School Board must close on the School Site on or before December 31, 2026.

    b. Decline School Site. Should the School Board decline to proceed with the conveyance of the School Site, the Developer will make a cash payment, or credit from escrow to the extent credits are available, to the School Board in an amount equal to ten percent (10%) of the total amount of the Educational Impact Fee Surcharges for the Phase One Conditional Plat, not later than prior to the issuance of the first building permit in the Phase One Condition Plat in the amount of $102,9454.30 (the "Mitigation Payment"). The entirety of the Sunrise development shall be vested for purposes of school concurrency, subject to The Developer or its successors interest paying an amount equal to ten percent (10%) of the total amount of the Educational Impact Fee Surcharges for each subsequent phase of the Development prior to the issuance of the first (1st) building permit for each approved subsequent conditional plat for the Development. The Developer will accept dollar-for-dollar school impact/surcharge fee credits in exchange for the cash payment, which credits shall be fully assignable to any Developer/Builder for use in any school concurrency service area, in any Hernando County project, pursuant to the Florida Impact Fee Act. Credits issued will be non-refundable.

2. **Impact Fee Credit Escrow Account**. The School Board will establish an impact fee credit escrow account for all Educational Facilities Impact Fees and Educational Facilities Impact Fee Surcharges paid by the Developer for any of its affiliated or related developments located in Hernando County from December 1, 2024, until such time that the School Board decides whether to accept or reject the School Site (the "Escrowed Impact Fees and Surcharge Fees Credits"). The Escrowed Impact Fee Credits will be held for the benefit of this Development.

3. **Credits**. Impact Fee and Surcharge Fee credits issued, regardless of whether the School Board elects to accept or decline the School Site donation, shall be issued by the School Board to the Developer/Owner at a rate of dollar-for-dollar. Impact Fee and Surcharge Fee Credits will be

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

4. **1.5 Multiplier Does Not Apply**. The Amendment shall include the following language:

    a. "Pursuant to Section 23-157(a)(1)(e) of the Hernando County Code, the Development Agreement, as amended, is intended to provide for the full mitigation of impacts as to Schools by the enforcement of the amended Development Agreement, and not by the application of the division."

5. **Capacity Reservation; School Concurrency.** The entire Sunrise Development will remain vested as to school concurrency, subject to the payment of school impact fees and school impact fee surcharges, as set forth by the executed Amendment to the Development Agreement which was approved by the School Board prior to execution. The School Board agrees to reserve school students' stations for the Development, subject to the Developer complying with the terms and conditions of the Amendment. Once the Developer has made the Mitigation Payment, the Developer shall be entitled to rely on the School Concurrency Determination and the capacity reservation for the Development, as set forth in the Amendment, and such right of reliance shall survive the expiration of the Development Agreement, as amended.

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

SETTLEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

It is agreed that:

1. **Recitals.** The recitals provided hereinabove in this Agreement are true and correct, and by reference, are made a part of the operative provisions of this Settlement Agreement.

2. **Defined Terms.** Any capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Development Agreement.

3. **Effective Date.** The "Effective Date" of this Agreement shall be the last date that either the School Board or the Developer execute this Agreement.

4. **Draft Period**. Not later than thirty (30) days from the Effective Date of this Agreement, the Developer shall deliver to the School Board a draft of an amendment to the Development Agreement to amend Section 3.15 (Schools) of the Development Agreement, in conformance with and according to the specifications as set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Amendment").

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

"SCHOOL BOARD"

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

By: _____
Shannon Rodriguez, School Board Chair

Date:_____

Approved as to form and legality by legal Counsel to The School District of Hernando County, Florida, exclusively for its use and Reliance.
C.J. Wilson Law, P.A., Counsel

By: _____
Christopher J. Wilson, Esq.

Date: _____

"COUNTY"

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____ By: _____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney's Office

“DEVELOPER”

HAWK SUNRISE LLC,
a Florida Limited Liability Company

By: _____

Print Name: _____

Title: _____

Date:_____

"OWNER"

MAK FAMILY PARTNERSHIP, LTD., a Florida Limited Partnership

By: _____
James H. Kimbrough, Jr.
Title: Partner

Date:_____

EXHIBIT "A"

Terms and Conditions of the Amendment

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

1. **School Site Donation**. Owner has agreed to reserve a school site located on Kettering Road adjacent to the Development, containing approximately 49 gross acres of land, as more particularly described by Exhibit 1 attached hereto ("School Site").

    a. Accept School Site. Should the School Board elect to proceed with the conveyance of the School Site, the School Site will be conveyed at fair market value (the "School Site Value"). Pursuant to the Owners and the School Board successfully negotiating a Letter of Intent and corresponding Purchase and Sale Agreement, at Closing the Owners shall accept dollar-for-dollar school impact/surcharge fee credits in the full amount of the School Site Value, which credits shall be fully assignable to any Developer/Builder for use in any school concurrency service area, in any Hernando County project, pursuant to the Florida Impact Fee Act. Credits issued will be non-refundable. Notwithstanding any other terms or conditions of the Purchase and Sale Agreement, the School Board must close on the School Site on or before December 31, 2026.

    b. Decline School Site. Should the School Board decline to proceed with the conveyance of the School Site, the Developer will make a cash payment, or credit from escrow to the extent credits are available, to the School Board in an amount equal to ten percent (10%) of the total amount of the Educational Impact Fee Surcharges for the Phase One Conditional Plat, not later than prior to the issuance of the first building permit in the Phase One Condition Plat in the amount of $102,9454.30 (the "Mitigation Payment"). The entirety of the Sunrise development shall be vested for purposes of school concurrency, subject to The Developer or its successors interest paying an amount equal to ten percent (10%) of the total amount of the Educational Impact Fee Surcharges for each subsequent phase of the Development, prior to the issuance of the first (1st) building permit for each approved subsequent conditional plat for the Development. The Developer will accept dollar-for-dollar school impact/surcharge fee credits in exchange for the cash payment, which credits shall be fully assignable to any Developer/Builder for use in any school concurrency service area, in any Hernando County project, pursuant to the Florida Impact Fee Act. Credits issued will be non-refundable.

2. **Impact Fee Credit Escrow Account**. The School Board will establish an impact fee credit escrow account for all Educational Facilities Impact Fees and Educational Facilities Impact Fee Surcharges paid by the Developer for any of its affiliated or related developments located in Hernando County from December 1, 2024, until such time that the School Board decides whether to accept or reject the School Site (the "Escrowed Impact Fee Credits"). The Escrowed Impact Fee Credits will be held for the benefit of this Development.

3. **Credits**. Impact Fee credits issued, regardless of whether the School Board elects to accept or decline the School Site donation, shall be issued by the School Board to the Developer/Owner at a rate of dollar-for-dollar. Impact Fee Credits will be assignable and transferable pursuant to Section 163.31801(10), Florida Statutes. All credits issued will be non-refundable.

4. **1.5 Multiplier Does Not Apply**. The Amendment shall include the following language:

    a. "Pursuant to Section 23-157(a)(1)(e) of the Hernando County Code, the Development Agreement, as amended, is intended to provide for the full mitigation of impacts as to Schools by the enforcement of the amended Development Agreement, and not by the application of the division."

5. **Capacity Reservation; School Concurrency.** The entire Sunrise Development will remain vested as to school concurrency, subject to the payment of school impact fees and school impact fee surcharges, as set forth by the executed Amendment to the Development Agreement, which was approved by the School Board prior to execution. The School Board agrees to reserve school students' stations for the Development, subject to the Developer complying with the terms and conditions of the Amendment. Once the Developer has made the Mitigation Payment, the Developer shall be entitled to rely on the School Concurrency Determination and the capacity reservation for the Development, as set forth in the Amendment, and such right of reliance shall survive the expiration of the Development Agreement, as amended.

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

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

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

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

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

Account Name

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

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

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

Amount $

Funding Source

Account Name

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

Amount $

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 17. 26-3310 9/23/2025

Title and Board Action Requested

Approve the Agreement between the Hernando County School Board and the State of Florida, Department of Health, Pasco County Health Department, Dietetic Internship.

Executive Summary

The Director of Food and Nutrition Services(FNS), on behalf of the Superintendent of Schools, hereby requests the Board approval for the Agreement between the Hernando County School District and the State of Florida, Department of Health, Pasco County Health Department, Dietetic Internship. Dietetic Interns will be able to get real world work experience working with Hernando County School District Food and Nutrition Department. The FNS team will provide instruction and guidance as it pertains to procedures, policies, protocols, rules and regulations to help interns gain knowledge towards becoming a Registered Dietician. The term of this Agreement will be for 3 years, beginning September 23, 2025, and will be up for renewal every 3 years. There is no cost for this agenda item.

My Contact

Holly Longo
Food and Nutrition Services Director
352-797-7028 x71409

2023-28 Strategic Focus Area

Priority 3: Safe and Healthy Learning Environment

Financial Impact

See attached budget sheet.

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

AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, PASCO COUNTY HEALTH DEPARTMENT, DIETETIC INTERNSHIP AND HERNANDO COUNTY SCHOOL BOARD

THIS AGREEMENT, between the Hernando County School Board ("SCHOOL BOARD") a political subdivision of the State of Florida, with its administrative office located at 919 N. Broad Street, Brooksville, FL 34601, and the State of Florida, Department of Health, Pasco County Health Department, Dietetic Internship, ("DEPARTMENT"), with its administrative office located at 7509 State Road 52, Hudson, FL 34667. DEPARTMENT and SCHOOL BOARD may collectively be referred to as "Parties."

The purpose of this affiliation agreement is to guide and direct a working relationship between the DEPARTMENT and SCHOOL BOARD to coordinate a program for internships within the Food Services Department of the Hernando County School District ("DISTRICT") for the education and training of dietetic interns of the DEPARTMENT ("Program Participants").

DEPARTMENT is an accredited program providing education and training in the field of nutrition and dietetics, subject to applicable accreditation standards set forth by the Accreditation Council for Education in Nutrition and Dietetics.

RECITALS

WHEREAS, the DISTRICT operates a comprehensive school lunch operations and management program which is suitable for internship instruction for Program Participants; and

WHEREAS, the SCHOOL BOARD has agreed to make select facilities available to the DEPARTMENT for such purposes;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

RESPONSIBILITIES

The DEPARTMENT agrees:

1. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision, and evaluation of dietetic interns, and to be responsible for the education program, academic affairs, and assessment of the interns.

2. To work in accordance with all SCHOOL BOARD procedures, policies, protocols, rules, and regulations, knowing that they may be modified from time to time during the term of this agreement, in carrying out the relationship described herein and in making plans for

the observation of and/or supervised practice experiences at the School Board and Hernando County School District. The DEPARTMENT shall abide by all applicable federal, state, and local laws.

3. To provide or assure that students have the necessary, required, and appropriate books, periodicals, and teaching materials for the DEPARTMENT's educational program.

4. To submit to the DISTRICT a schedule indicating the number and names of students who will be participating in supervised practice at the DISTRICT and the name of the DEPARTMENT faculty member who will be indirectly supervising the interns during the interns' rotation at the DISTRICT.

5. To plan assignments and activities in consultation with a representative of the DISTRICT.

6. To designate a contact person for evaluation and scheduling of intern rotations and facilitation of communication between the parties.

7. To provide direct supervision of interns whenever interns are at the DISTRICT or provide indirect supervision of interns engaged in a mutually agreeable practicum experience with a preceptor at the DISTRICT. Pursuant to this agreement, interns will only be assigned to mutually agreeable practicum experiences.

8. To initiate and/or participate in group conferences, as requested by the DISTRICT at mutually agreed upon times, with a designee of the DISTRICT for the purpose of discussing objectives of the learning experiences and intern performance.

9. To ensure interns have professional liability insurance. The DEPARTMENT, a state agency or subdivision, is self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. The DEPARTMENT certifies that it maintains, and agrees to continue to maintain during the term this agreement, general and professional liability protection coverage through the State Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in section 768.28, Florida Statutes. Interns performing educational rotations are generally not considered to be officers, employees, or agents of the State of Florida when participating in non-state educational rotations and nothing herein shall be considered to be a representation that rotating interns are covered by state self-insurance during the rotation, nor that interns are covered by the DEPARTMENT's sovereign immunity when performing services for the DISTRICT. Additionally, the DEPARTMENT requires each intern to obtain professional liability insurance coverage in an amount not less than $1,000.000.00 per occurrence and $3,000,000.00 annual aggregate, covering the interns' acts and omissions during the term of the internship. The DEPARTMENT and the SCHOOL BOARD are each a political subdivision of the State of Florida and enjoy the privilege of limited sovereign immunity as set forth in Section 768.28, Florida Statutes related to sovereign immunity and limitations on damages arising from actions in tort. Nothing in this Agreement shall be

construed as a waiver of any privilege, defense or immunity afforded by law to any of the parties to this agreement or their respective employees, officers, or agents. It is further understood and agreed by the Parties to this agreement that no officer or employee of either party (SCHOOL BOARD or DEPARTMENT) may be held personally liable except as provided by section 768.28(9). Florida Statutes. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties. The DEPARTMENT cannot insure or indemnify the SCHOOL BOARD OR DISTRICT, its officers, employees, students, and agents, or any third parties.

10. To assure that interns maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and comply with state and federal laws, including, but not limited to, section 456.057, Florida Statutes, and 45 Code of Federal Regulations Parts 160, 162 and 164. The DEPARTMENT will take steps to assure interns' compliance with any applicable professional standards of practice with respect to patient confidentiality. Procedures will be implemented by the DEPARTMENT to require students to comply with the protection and confidentiality requirements outlined in the Department of Health Information Security Policies, Protocols, and Procedures, as amended, and Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which are incorporated herein by reference. The DEPARTMENT assures that students have been trained in all aspects of ethical standards pertaining to confidentiality issues and privacy rights including federal Privacy Rules and applicable state confidentiality laws. This paragraph is not applicable to any interns who do not access any confidential information.

11. To advise all Program Participants that prior to entering any Hernando County School or SCHOOL BOARD property, pursuant to section 1012.465 Florida Statutes, they must have Level 2 background screening which consisted of an FDLE/FBI search, completed with the Hernando County School District by submitting a complete set of fingerprints. The cost of this background screening will be borne by the Program Participant.

12. To assure that each Program Participant has on file proof of test or immunizations, prior to beginning their learning experience at the DISTRICT's location. The DISTRICT may request copies of these records from Program Participants to ensure that immunization requirements specific to the DISTRICT are being met.

13. To emphasize to every Program Participant the importance of following DISTRICT's policies and procedures concerning clearance to work at the DISTRICT's location if the Program Participant has any symptoms of illness.

14. To assure that each Program Participant has on file proof of medical insurance. It is understood that the Program Participants participating under this Agreement are not entitled to any benefits or worker's compensation in the event of any injury occurring on the premises of the DISTRICT.

RECITALS

The DISTRICT agrees:

1. To provide Program Participants access to a planned supervised rotation of internship experience for the area(s) of practice/study mutually agreed upon by parties.

2. To provide designated staff members and internship preceptors for interns. Such supervisors will not substitute for or diminish the requirement that the DEPARTMENT provide faculty supervision as set forth above.

3. To designate a contact person for evaluation and scheduling of intern rotations and District of communication between the parties.

4. To make available to the faculty and interns of the DEPARTMENT the DISTRICT as agreed upon by both designated contact persons.

5. To retain overall responsibility for the quantity and quality of food and nutrition services in the DISTRICT.

6. To give the DEPARTMENT five days' notice prior to removing from the FACIITY any interns not comporting themselves in accordance with the procedures, protocols, regulations, rules, or statutes governing the DISTRICT unless the DISTRICT deems immediate removal necessary, which such removal and determination of immediate necessity shall be at the sole discretion of the DISTRICT.

7. To provide as available the physical facilities, equipment, supplies, and patients to supplement intern education in accordance with the objective of providing a supervised practice experience to dietetic interns. Notwithstanding the foregoing, the DISTRICT may, at its discretion, temporarily remove access to facilities, equipment, supplies, and patients in the interest of the health or safety of patients, employees, students, or other interns.

8. To provide orientation for the intern along with necessary information related to the DISTRICT to facilitate a successful learning experience.

9. To provide the DEPARTMENT with written information regarding DISTRICT policies and procedures, and any changes thereof, relevant to the supervised practice rotation.

10. To initiate and/or participate in group conferences, as requested by the DEPARTMENT at mutually agreed upon times, with a designee of the DEPARTMENT for the purpose of discussing objectives of the learning experiences and intern performance.

DEPARTMENT and SCHOOL BOARD Joint Responsibilities

1. The Parties, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement.

2. The DEPARTMENT and DISTRICT agree to jointly define priority learning needs for

Program Participants and establish educational experiences to meet these objectives.

3. The Parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) as codified at 20 U.S.C. 1232; 34 C.F.R. Part 99 and any future regulations promulgated thereunder. The Parties agree not to disclose any personally identifiable information (PII) from any student educational record except as permitted by FERPA.

Request for Withdrawal of DEPARTMENT Program Participants

1. The DISTRICT has the right to request that any Program Participant be withdrawn from its facilities if he/she demonstrates unsafe practice, behavior, or attitudes unacceptable to the administration of the DISTRICT.

2. The DISTRICT has the right to request the DEPARTMENT to withdraw any Program Participant from its facilities whose conduct or work with students or personnel is not, in the sole opinion of the administration of the DISTRICT, in accordance with acceptable standards of performance.

3. The supervisor/preceptor at the DISTRICT site should notify the DEPARTMENT administrative representative for resolution should a problem arise.

4. The DEPARTMENT may at any time withdraw a Program Participant whose progress, conduct, or work does not meet the standards of the program.

General Terms:

1. Independent Contractor. No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents, interns, or employees. Interns shall, at all times, be considered "independent" and shall, under no circumstances, be considered employees of the DISTRICT. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party. The Program Participants shall wear name tags identifying their status with the DEPARTMENT as dietetic interns. Program Participants shall be treated as trainees who have no expectation of receiving compensation or future employment from the DISTRICT.

2. Limitations of Liability. Except for willful misconduct or gross negligence, neither party shall be liable to the other for punitive, exemplary, special, indirect, or consequential damages, including without limitation, lost profits, each party's aggregate liability being limited to the other party's direct damages, and other costs set forth herein. This paragraph may only be interpreted as further limitation of the DEPARTMENT'S exposure; it shall not be interpreted as a waiver of sovereign immunity beyond that stated in section 768.28, Florida Statutes.

3. Public Records.

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

To the extent DEPARTMENT maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of this Agreement resulting in immediate termination with no penalty to School Board. DEPARTMENT must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

Keep and maintain public records required by the SCHOOL BOARD in order to perform the service under this agreement; and

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

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

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

of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF THE DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING **TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.**

Notwithstanding any other provisions of law or statutory interpretation, failure of the DEPARTMENT to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the SCHOOL BOARD may enforce the terms of this provision in the form of a court proceeding. This provision shall survive any termination or expiration of the contract.

4. Notice. When either party to this agreement desires to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt. Presently, the parties designate the following as the respective places for giving notice:

For DEPARTMENT

Kenneth Brown
Purchasing Agent II
Contract Manager
Florida Department of Health in Pasco County
7509 State Road 52, Hudson, FL 34667
727.619.0143
E-mail: Kenneth.Brown@flhealth.gov

For SCHOOL BOARD

Name: Ray Pinder
Title: Superintendent of Schools
School Name: Hernando County School District
Address: 919 North Broad Street, Brooksville, FL 34601
Telephone: 352.797.7001
(Fax): 352.797.7101
E-mail: pinder_r@hcsb.k12.fl.us

Name: Holly Longo
Title: Director of Food and Nutrition Services
School Name: Hernando County School District

Address: 8050 Mobley Road
Telephone: 352-797-7028
(Fax): 352-797-7128
E-mail: Longo_h@hcsb.k12.fl.us

5. Term and Renewal. Unless terminated earlier as provided herein, the term of this agreement shall be for a three (3) year term, beginning September 23, 2025, or the latest date of signature by the parties, This agreement may be renewed on a yearly basis for no more than three years or the term of the original contract, whichever period is longer. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.

6. Termination. This agreement may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, with or without cause, unless a lesser time is mutually agreed upon in writing by both parties. Such notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The parties will thereafter work cooperatively to coordinate the termination of the services provided under this agreement.

7. No Exclusive Remedy. Except as set forth herein, all remedies, rights and obligations contained in this Agreement shall be cumulative and none of them shall limit or preclude any remedy or right available under this Agreement or at law or in equity

8. Entire Agreement and Modification. This agreement represents the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements, representations, and discussion, whether oral or written. This agreement may only be altered, amended, or modified in a writing signed by both parties.

9. Jurisdiction and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to its conflict of laws principles. With respect to any action arising out of this agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Hernando County, Florida. In the event of a dispute, each Party is responsible for their own attorney's fees and costs.

10. Capacity. Each individual signing this agreement on behalf of either party individually warrants that he or she has the full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

11. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

12. Cooperation with the Inspector General: SCHOOL BOARD and DEPARTMENT

acknowledge and understand that each has a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to section 20.055(5), Florida Statutes.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties approve this agreement and have caused it to be executed by their undersigned officials who are duly authorized.

HERNANDO COUNTY SCHOOL BOARD

By: _____
Shannon Rodriguez, Board Chair

Date: _____

ATTEST:

By: _____
Ray Pinder, Superintendent

Date: _____

STATE OF FLORIDA
DEPARTMENT OF HEALTH
PASCO COUNTY HEALTH
DEPARTMENT

Signature: _____

Name: Trang L. Chitakone

Title: Administrator, Health Officer

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
4:51 pm, 09/05/2025

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

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

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

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

Account Name

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

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

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

Amount $

Funding Source

Account Name

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

Amount $

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 18. 26-3317 9/23/2025

Title and Board Action Requested
Approve out of state travel for William Ward, FNS Operations Manager October 1-2, 2025, to LTI, Inc in Atlanta Georgia.

Executive Summary
The Director of Food and Nutrition Services, on behalf of the Superintendent of Schools, hereby requests the Board approval for out of state travel for William Ward, FNS Operations Manager. William Ward will be traveling to LTI, Inc.in Atlanta, GA October 1-2, 2025. LTI, Inc is a manufacturer of many key pieces of school cafeteria equipment which includes food court/cafeteria designs, food serving counters, food display cases, hot/cold wells and mobile grab and go kiosks and carts. This is an opportunity for the Hernando County School District to learn about new equipment for future HCSD cafeterias or updating our current cafeterias. The cost of this trip is $0, due to LTI paying for all travel expenses.

My Contact
Holly Longo
Director of Food and Nutrition Services
352-797-7028 x71409

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

Financial Impact
See attached budget sheet.

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

AGENDA

VISIT TO LTI

Wednesday, October 1

Flight to Atlanta
Settle into hotel
Dinner (Location TBD)

Thursday, October 2

1947 Bill Casey Parkway, Jonesboro, GA 30236

10:00 a.m. - Welcome and Introductions

10:15 a.m. - LTI's Serving Systems and Technologies

11:00 a.m. - R&D Lab, Factory and Design Center Tour

12:00 p.m. - Lunch

12:30 p.m. - Configurator and Other Resources; Open Discussion and Q&A

2:30 p.m. - Wrap-up; Depart

Date	Time	Amount	Type	Status	Year	Time Off Code	Reason	Description	A
10/01/2025 Wed	6:00 am	8h 00m	Used	Approved	Current	TEMPORARY DUTY	TEMP DUTY	LTI Factory Visit	

Expand All Collapse All

Time Off Information

Name: **WILLIAM WARD**
Date: **10/01/2025 Wed**
Status: **Approved**
Time Off Code: **TEMPORARY DUTY**
Reason: **TEMP DUTY**
Reason Long Description: **TEMPORARY DUTY**
Description: **LTI Factory Visit**
Type: **Used**
Days/Hours: **8h 00m**
Start Time: **6:00 am**

Approval History

Status	Name	Date	Time	Notes
Approved	JENNIFER S PATRICK	09/05/2025 Fri	2:24 pm	
Created	WILLIAM WARD	09/05/2025 Fri	2:04 pm	

Date	Time	Amount	Type	Status	Year	Time Off Code	Reason	Description	A
10/02/2025 Thu	6:00 am	8h 00m	Used	Approved	Current	TEMPORARY DUTY	TEMP DUTY	LTI Factory Visit	

Expand All Collapse All

Time Off Information

Name: **WILLIAM WARD**
Date: **10/02/2025 Thu**
Status: **Approved**
Time Off Code: **TEMPORARY DUTY**
Reason: **TEMP DUTY**
Reason Long Description: **TEMPORARY DUTY**
Description: **LTI Factory Visit**
Type: **Used**
Days/Hours: **8h 00m**
Start Time: **6:00 am**

Approval History

Status	Name	Date	Time	Notes
Approved	JENNIFER S PATRICK	09/05/2025 Fri	2:24 pm	
Created	WILLIAM WARD	09/05/2025 Fri	2:04 pm	

Outlook

Agenda for LTI visit to Atlanta

From Lori Williams <lori@eaton-marketing.com>
Date Thu 9/11/2025 12:14 PM
To Holly Longo <longo_h@hcsb.k12.fl.us>
Cc William Ward <ward_w@hcsb.k12.fl.us>

1 attachment (49 KB)
Visit to LTI Agenda-OCT 2025.docx;

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

Holly,

All costs are covered by Eaton Marketing and LTI.

photo-logo

Lori Williams

School Specialist

727-204-7584 | 727-531-0899

5325 115th Ave N
Clearwater, FL 33760

| www.eaton-marketing.com

Submit a Service Request

Providing Solutions/Building Relationships

linkedin instagram

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

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

A. Item Currently Budgeted -

Account Name: No Financial Impact

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

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

Account Name

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

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

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

Amount $

Funding Source

Account Name

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

Amount $

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Agenda Item # 19. 26-3239 9/23/2025

Title and Board Action Requested

Approve the renewal of RFP No. 24-953-32: Employee Health Benefits Program and the 2026 agreement with Blue Cross Blue Shield of Florida and authorize the purchase of group health insurance for an estimated spending of $21,333,870.00.

Executive Summary

The Supervisor of Risk, Benefits and Wellness, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of RFP No. 24-953-32: Employee Health Benefits Program awarded to Blue Cross Blue Shield of Florida and authorize the purchase of group health insurance for an estimated cost of $21,333,870.00. The health insurance agreement term will be 01/01/2026 through 12/31/2026.

This renewal agreement will have no impact on the employee only tier. The dependent tiers have increased though the Insurance committee did agree to continue to reduce some of this impact by contributions from Medical Loss Ratio and Profit Share Credits. This renewal includes $360,000 call back forgiveness, $150,000 wellness and benefit technology contribution.

My Contact

Awilda R. Fonte
Supervisor of Risk, Benefits & Wellness
(352)797-7070 Extension 430
fonte_a@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 2: Talent Management

Financial Impact

See attached budget sheet.

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

☒ Florida Blue ☐ truli for health ☐ Florida Combined Life An Independent Licensee of the Blue Cross and Blue Shield Association ☐ Capital Health PLAN An Independent Licensee of the Blue Cross and Blue Shield Association

LARGE GROUP EMPLOYER APPLICATION

Group Name (full and complete legal name):	SCHOOL DISTRICT OF HERNANDO CO	Group #:	49771
Doing Business As:		Effective Date:	01/01/2026

Contract Type: ☐ New ☒ Renewal ☐ Other_____

I. Selection of Coverage*

Coverage Selected: ☒ Health ☐ Vision ☐ Dental

(For detailed information refer to Section IV: Benefit Information)
Blue Cross and Blue Shield of Florida, Inc., DBA Florida Blue, Health Options, Inc., DBA Florida Blue HMO, BeHealthy Florida Inc., DBA Truli for Health, Capital Health Plan Inc. (CHP), are the carriers for Health and Vision Plan offerings in this application. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application.

II. Group Information

1. SIC Code: 8211	2. Nature of Business: Elementary and secondary schools
3. Tax ID Number: 596000647	4. Workers' Compensation Carrier: PMA

The Policy excludes expenses for any service or supply to diagnose or treat any Condition from or in connection with an Insured's job or employment (e.g., any service or supply which is covered by Workers' Compensation insurance) except for medically necessary services (not otherwise excluded) for an individual who is not covered by Workers' Compensation and that lack of coverage did not result from any intentional action or omission by that individual. The foregoing exclusion applies to an individual who elects exemption from Workers' Compensation coverage and to an individual who foregoes Workers' Compensation coverage available to employees in the Group.

Group Addresses

5. Applicant Group Physical Address: 919 N BROAD ST

County:	City:	State:	Zip Code:
Hernando	BROOKSVILLE	FL	34601

Group Contact Information

8. Decision-Maker Name:	Email:	Phone Number:
MATTHEW GOLDRICK	goldrick_m@hcsb.k12.fl.us	(352) 797-7005

Location(s) (if applicable):

9. Primary Benefit Administrator Name:	Email:	Phone Number:
AWILDA RODRIGUEZ-FONTE	fonte_a@hcsb.k12.fl.us	(352) 797-7005

Location(s) (if applicable):

Common Ownership, Subsidiary & Affiliate Information

10. Is your organization considered a single employer (i.e., as part of a controlled group of corporations) under subsection (b), (c), (m) or (o) of section 414 of the Internal Revenue Code of 1986? ☐ Yes ☒ No

Billing Options

13. Bill Setup: ☒ One Bill ☐ Multiple Bill by Location ☐ Multiple Bill by Other Categories

14. Bill Itemizing: ☒ None ☐ Custom Categories

15. Bill Sorting by: ☒ Alphabetical ☐ Contract Number

III. Eligibility Information

Employee Eligibility

1. Waive the waiting period for the initial group enrollment? ☐ Yes ☒ No

2. Description	Product	Length of Waiting Period	Employees Become Eligible On	Last Day of Coverage
ALL EMPLOYEES	Health	60	1st day of billing cycle	Last day of billing cycle

Health and Vision insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, CHP and/or Truli for Health, which are affiliates of Florida Blue. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

Applicant Group Name (full and complete legal name)	Tax ID	Group # (if applicable)
SCHOOL DISTRICT OF HERNANDO CO	596000647	49771

New eligible employee must submit an application to Florida Blue/Florida Blue HMO/Truli for Health/CHP /Florida Combined Life for Dental within 30 days of the date the individual first meets the applicable eligibility requirements.

3. Total average number of employees on payroll (full-time, part-time, and seasonal) for the prior calendar year, regardless of insurance eligibility: 3140

4. Total number of employees (including owners, partners, etc.) currently employed by your business: 3140

Health

ELIGIBILITY THE FOLLOWING INFORMATION IS TO BE PROVIDED ONLY FOR COVERAGE SELECTED:	**Participation Requirements**	**# Eligible**	**# Enrolled**	**% Enrolled**	**% Employer Contribution For Employee**	**% Employer Contribution For Dependent**
Health	NA	2826	2045	73.00%	73.00	0.00

1. At least 65 % of eligible employees must be enrolled under the Policy on the Effective Date and throughout the term of the Policy and the group must meet and continue to meet Florida Blue and/or Florida Blue HMO/Truli for Health/CHP participation requirements.

Only eligible employees who regularly work a minimum of 20.00 hours each week and their eligible dependents, shall be eligible for coverage upon the Effective Date of this Policy.

2. Total # of COBRA Continuants: 6

3. Total # of Part-Time/Seasonal Employees: 26

4. Total # of New Full Time employees still in Waiting Period: 294

5. Number of Employees waiving Florida Blue and/or Florida Blue HMO/Truli for Health/CHP health benefits who are:
0 Enrolled in another group health plan
759 Without other health coverage

6. Applicant is a ☒ Single Employer Plan OR ☐ Multiple or Multi-Employer Plan
(A Multi-Employer Plan is sponsored by more than one employer and is maintained pursuant to at least one collective bargaining agreement.)

7. Medicare Primary or Secondary Determination. Use the following information to answer questions below: Count full and/or part-time employees each working 20 or more weeks.

One or more employers in applicant's group employed 20 or more full and/or part-time employees during the current or preceding calendar year. ☒ Yes ☐ No
Applicant's group employed 100 or more full and/or part-time employees on 50% or more of the work days during the preceding calendar year. ☒ Yes ☐ No

8. Florida Blue, Florida Blue HMO and/or Truli for Health is the COBRA administrator. Do you wish to waive administrative services for COBRA? ☐ Yes ☒ No

IV. Benefit Information

Health Coverage

Administrative Options

1. Benefit Period:	01/01/2026 to 12/31/2026	2. Anniversary Date:	01/01
3. Funding Arrangement:	Fully Insured	4. Religious Exemption:	None
5. Domestic Partner:	None	6. Overage Dependent:	Opt In
7. Section 125:	Yes	8. Initial ID Cards Sent To:	GROUP
9. Subsequent ID Cards Sent To:	SUBSCRIBER	10. Retroactive Enrollment:	90 Days
11. Deferred Premium Payment:	N/A	12. Group Defines Eligibility:	Not Applicable
13. Self Billing:	Not Applicable	14. 15/16 Billing Rule:	Does Not Apply

15. Additional Admin Options to note:

16. Applicant shall deliver identification cards to covered enrollees. Benefit booklet will be made available to covered enrollees by Florida Blue, Florida Blue HMO, CHP and/or Truli for Health.

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Applicant Group Name (full and complete legal name)	Tax ID	Group # (if applicable)
SCHOOL DISTRICT OF HERNANDO CO	596000647	49771

Final premiums, benefits, and effective date of coverage are subject to approval by Florida Blue, Florida Blue HMO , CHP and/or Truli for Health corporate headquarters. Issuance of the Group Policy by Florida Blue, Florida Blue HMO, CHP and/or Truli for Health will be deemed acceptance of this application. Applicant must have an application/refusal form on file for all eligible employees, even those who are not taking the health coverage.

Plans

Health Plan:	BlueCare Predictable Cost 60 CUST	Rx Option:	BlueCare Rx OOP Integrated - ($10/$30/$50)

PREMIUM RATES

Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
$1046.04	$1,990.46	$1,809.78	$2,842.58

Plans

Health Plan:	BlueCare Lower Premium 54 STD	Rx Option:	BlueCare Rx OOP Integrated ($10/$50/$80)

PREMIUM RATES

Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
$899.00	$1,710.66	$1,554.98	$2,443.02

Plans

Health Plan:	BlueOptions Predictable Cost 05770 CUST	Rx Option:	BlueScript Rx OOP Integrated - ($10/$30/$50)

PREMIUM RATES

Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
$977.86	$1,871.88	$1,709.70	$2,679.68

Financial Products

17. Is applicant choosing Florida Blue, Florida Blue HMO and/or Truli for Health's preferred administrator arrangement for their HSA, HRA, or FSA account? ☐ Yes ☒ No

V. Applicant Responsibilities

Health, Dental, Vision: The applicant hereby applies for issuance of a Group Policy (herein referred to as a policy) by Blue Cross and Blue Shield of Florida, Inc., DBA Florida Blue, Health Options, Inc., DBA Florida Blue HMO, BeHealthy Florida Inc., DBA Truli for Health, CHP and/or Florida Combined Life (FCL). Upon acceptance of the application by Florida Blue, Florida Blue HMO, Truli for Health, CHP and/or FCL, it will become part of the Policy issued to the applicant named above. This Policy may be terminated by the applicant or Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL by giving at least 45 days prior written notice to the other party except in the case of non-payment of Premium.

Rate Information: Premiums/Prepayment fees are payable monthly on or before the due date which will be the 1st. Regular Billing-Employee applications should be submitted thirty (30) days prior to proposed Effective Date. Employee cancellations must be submitted within 30 days of the Effective Date of the Termination. The Rates established for this Policy will not be changed for the first twelve (12) months following the original Effective Date of Coverage unless there is a change in benefits or a 15% or more change in the composition of the group. However, Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL may change the Rates that are to be effective after this initial twelve (12) month period of coverage by providing notice to the employer of such changed Rates at least forty-five (45) days prior to their Effective Date.

Health and Vision insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, CHP and/or Truli for Health, which are affiliates of Florida Blue. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

Applicant Group Name (full and complete legal name)	Tax ID	Group # (if applicable)
SCHOOL DISTRICT OF HERNANDO CO	596000647	49771

A) The Applicant Shall

1) Be solely responsible for notifying each enrollee, employee, retiree, or beneficiary of the benefits selected, the effective date, and the termination date of coverage (at no time and for no reason, will the applicant be deemed an agent of Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL, nor shall Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL be responsible for such notification to enrollees, employees, retirees or beneficiaries).
2) Notify Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL promptly of any changes in the eligibility of enrollees covered under this Agreement.
3) List any absentees at the time of initial enrollment on the appropriate Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL form. Applications from absentees will be accepted at Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL Corporate Headquarters no later than thirty (30) days from the group's original Effective Date.
4) Collect enrollee contribution, if required, and remit Premium payment/prepayment fees to Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL as specified in this application.
5) Be solely responsible for providing an SBC to each employee and their dependents, at the following times, and under the following circumstances: upon application for coverage; by the first day of coverage if there are changes to the SBC after application; to special enrollees; upon renewal; or upon request for an SBC or summary information about health coverage.

B) Applicant hereby establishes an Employee Welfare Benefit Plan for the purpose of providing for its employees or their beneficiaries medical, surgical, hospital care, or benefits in the event of sickness.

C) Applicant acknowledges that if applying for BlueOptions with an Exclusive Provider Provision (EPP), all eligible employees live, reside or work in the Service Area and the applicant acknowledges receipt of a description of the following: 1) exclusive providers; 2) the exclusive provider provisions, including coinsurance and deductible levels if providers other than exclusive providers are used; 3) coverage for emergency and urgently needed care and other out-of-service area coverage; 4) limitations on referrals to restricted exclusive providers and to other providers; and 5) Florida Blue's quality assurance program and grievance procedure. Applicant further acknowledges its understanding of the restrictions of the BlueOptions Exclusive Provider Organization.

D) If applicant chose an HSA, HRA, or FSA integrated arrangement with Florida Blue/Florida Blue HMO/Truli for Health's preferred administrator in Section IV under Health Coverage subsection, applicant agrees to obtain from each employee enrolling in a health plan issued or administered by Florida Blue/Florida Blue HMO/Truli for Health and establishing an HSA, HRA, or FSA in conjunction therewith, the employee's signed HIPAA compliant authorization form that authorizes Florida Blue/Florida Blue HMO/Truli for Health to disclose to Florida Blue/Florida Blue HMO/Truli for Health's preferred administrator such information, including protected health information, of the employee as administrator may require in order to establish and maintain the employee's HSA, HRA, or FSA accounts. Applicant acknowledges and agrees that Florida Blue/Florida Blue HMO/Truli for Health does not provide banking or administrative services for HSA, HRA, or FSAs and that Florida Blue/Florida Blue HMO/Truli for Health is not responsible for the provision of HSA, HRA, or FSA services. HSA, HRA, or FSA services are provided by the administrator of applicant's choice subject to the terms and conditions of such agreements, including any fees that the administrator may require.

E) Applicant understands that if applying for an HSA-qualified High Deductible Health Plan and electing to grant Prior Carrier Credit under Florida law to enrolling Employees, then that plan may no longer qualify as an HSA- compatible plan.

F) I understand that this information will be used to determine my group's compliance with Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL Underwriting Guidelines, as well as the relevant State and Federal laws relating to my group and plan. Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL reserves the right to request documentation to support evidence of business activity at any time, and from time to time as validation of compliance.

G) Applicant agrees to receive group invoices and other communications from Florida Blue/Florida Blue HMO/Truli for Health/FCL electronically through your EmployerPoint account. You agree to keep your email address up-to-date in order to access and receive required communications through your EmployerPoint account. Applicant understands that failing to update your email address may result in delay of notification of important information including premium invoices. Applicant may change this mailing preference at any time by calling Florida Blue/Florida Blue HMO/Truli for Health/FCL or logging into your EmployerPoint account.

Certification:

1) The applicant hereby certifies that the information contained in this application, including any attachment to it, is true and complete.

Fraud Notice: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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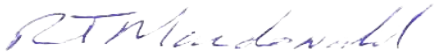
Applicant Group Name (full and complete legal name) SCHOOL DISTRICT OF HERNANDO CO	Tax ID 596000647	Group # (if applicable) 49771

Please print or type, except where signature is requested.		
For (Name of Applicant): SCHOOL DISTRICT OF HERNANDO CO	Representative: Robin Macdonald	Licensed Agent (FL): Amitha Vedere
By: SHANNON RODRIGUEZ MATTHEW GOLDRICK	Representative Code & License: I02	License #:
Signature:	Representative Signature: 	Licensed Agent Signature:
Dated:	Representative Email: robin.macdonald@bcbsfl.com	Licensed Agent Email: amitha.vedere@bcbsfl.com
Date:	Date: August 20, 2025	Date:

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
5:20 pm, 08/22/2025

Health and Vision insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, CHP and/or Truli for Health, which are affiliates of Florida Blue. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: **September 9, 2025**

RFP No. 24-953-32 RN

Bid Title: Employee Health Benefits Program

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☒Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole/Single Source	☐Re-Award (Partial/Whole)
☐Contract Termination	☐Amendments to Contract	☐Extension of Contract	☐Emergency
☐Reversed Auction	☐Piggyback Cooperative	☐Responsive/Responsible Bidders	

Bid Contract Period: 01/01/2026 through 12/31/2026 ☐ N/A – One Time Purchase

Contract Type:

☐ Estimated Dollar Amount	☐ Firm, Fixed Dollar Amount	☐ Firm, Fixed Unit Prices	☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term (month)	☒ Length of Each Term (year)	☐ None
2		1	

Rationale/Reason:

Bidders Electronically Downloaded From Bidnet Direct Website:	Bids Received:	No Bids:	Late Bids:	Rejected Bids:	☒ N/A – Bids Not Required: Renewal

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Awilda Fonte
Supervisor of Risk, Benefits & Wellness

Department(s): Business Services Division

Recommended award: Blue Cross Blue Sheild of Florida

T/C CODE: 2432

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Blue Cross and Blue Shield of Florida, Inc.

Vendor FEIN: 59-2015694

Vendor's Authorized Representative Name and Title: Robin MacDonald, Strategic Account Executive

Address: 4800 Deerwood Campus Parkway, DCC 2-6

City: Jacksonville State: Florida ZIP: 32246

Phone Number: 941-378-7333

Email Address: Robin.MacDonald@bcbsfl.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: R T MacDonald

AUTHORIZED SIGNATURE

Print Name and Title: Robin MacDonald

Date: 8/26/2025

Approved as to Content & Form
CarolineMockler, Esq.
Staff Counsel, HCSD
8:46 am, 04/25/2025

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: **Robin MacDonald**

Company Name: **Blue Cross and Blue Shield of Florida, Inc.**

Title: **Strategic Account Executive**

Signature: RTMacdonald

Date: **8/26/2025**

Approved as to Content & Form

CarolineMockler, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

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

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

A. Item Currently Budgeted -

Account Name: 2025-2026 Health Insurance - All Funds

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	11XX/4110/42XX	Various	2300	Various	Various	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 21,333,870		$		$		$ 21,333,870		$		$ 21,333,870

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: X
New for Current Year:

Prior Year Approved Budget: $21,613,922
Prior Year Actual Spent: $20,265,536

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

Hernando School District

School Board Regular Meeting

Agenda Item # 20. 26-3270 9/23/2025

Title and Board Action Requested
Approve the Purchase of VR Headsets from Transfr, Inc. and Authorize the Issuance of Purchase Orders up to an Estimated Amount of $98,600.00

Executive Summary
The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the purchase of VR headsets from Transfr, Inc. The VR headsets will be used within grades 6 - 12 for simulated experiences related to career exploration as well as interactive VR simulations in many areas that align with secondary programs we currently offer. Applications include Aviation, Architecture and Construction, Health Sciences, Manufacturing, Transportation, and many more. Transfr, Inc. is the supplier and publisher of this proprietary and copyrighted material (DOE 6A 1.012).

All funds used to purchase this equipment will come from the Workforce Development Capitalization Incentive Grant. The original agenda item was approved in the 2024-2025 (April 22, 2025 Board meeting) and was pending per amendment approval. Amendment is now approved through November.

My Contact
Beth Lastra
Supervisor of College and Career Programs
352-797-7000 ext 70474
lastra_b@hcsb.k12.fl.us

2023-28 Strategic Focus Area
Priority 1: Student Success

Financial Impact
See attached budget sheet.

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

Docusign Envelope ID: 699D73DE-9382-48A5-8E84-E053C8AC1676

transfr

TRANSFR INC.
2196 Third Ave., PMB 20026
New York, NY 10035
Attn: Accounts Receivable
accountsreceivable@transfrvr.com
201-503-4789

SERVICE ORDER

Quote #: Q-25717-1
Offer Valid Through: 1/31/2025
Transfr Rep: David Wilkinson
Transfr Rep Email: david@transfrvr.com

Customer: Hernando County School District
Primary Contact:
Beth Lastra
919 North Broad Street
Brooksville, FL 34601
US
Phone: (352) 797-7000 x474
Email: lastra_b@hcsb.k12.fl.us

Dashboard Administrator
Contact: Beth Lastra
Email: lastra_b@hcsb.k12.fl.us

Bill To:
Hernando County School District
919 N Broad St
Brooksville, FL 34601
United States
Billing Email: lastra_b@hcsb.k12.fl.us

Ship To:
Hernando County School District
919 North Broad Street
Brooksville, FL 34601
United States
Shipping Contact: Beth Lastra
Shipping Email: lastra_b@hcsb.k12.fl.us

Please review or complete the following information:

State Sales Tax Exempt (SSTE)?* Yes

Purchase Order (PO) required by *Bill To* organization to finalize purchase?** Yes

SSTE Number if applicable:

P.O. Number if applicable:

*If applicable, Transfr must receive your State Sales Tax Exemption Certification prior to generating an invoice.
NOTE: State Sales Tax Exemption does not include federal or IRS Non-Profit status, 501c3, etc.

**If applicable, Transfr must receive required Purchase Orders prior to generating an invoice

Docusign Envelope ID: 699D73DE-9382-48A5-8E64-E053C6AC1676

NOTE: Required Purchase Orders (POs) often have additional terms that must be agreed to prior to finalizing the contract, and contain instructions on how the Bill To organization is to be invoiced.

Total Headsets Provided by Transfr: 10
Total Headsets Already With Customer:
Additional Headsets Provided With This Order: 10

Order Details

Order Start Date: 4/14/2025
Order End Date: 4/13/2026

Payment Terms: Net 30
Billing Frequency: Full Amount
Currency: USD

Service Offering	Annual List Price	Quantity	Term (Years)	Net Total
Transfr Provided Headset Lease	$200.00	10	1	$2,000.00
All Access	$5,000.00	9	1	$45,000.00
Career Exploration	$2,000.00	1	1	$2,000.00

Billing Schedule:
Year 1 Invoice: $49,000.00

CONTRACT LIST TOTAL: $49,000.00
TOTAL DISCOUNT: $0.00
SUB TOTAL: $49,000.00
ESTIMATED TAXES TOTAL: $0.00
TOTAL: $49,000.00

This Service Order constitutes an agreement by Customer to purchase certain products and services from Transfr in accordance with the terms and conditions set forth herein, and in Transfr's Terms of Use found at https://transfrinc.com/terms/, and does not constitute an invitation to negotiate. Capitalized terms used herein but not defined, shall have the meanings outlined in the Terms of Use.

AGREED:

Hernando County School District		**TRANSFR INC.**	
Authorized Signature:	[signature]	Authorized Signature:	Signed by: Cameron Berner 6A6166E0F50A406...
Name:	Ray Pinder	Name:	Cameron Berner
Title:	Superintendent	Title:	Deal Desk Manager
Dated:	11/24/25	Dated:	2/3/2025

THANK YOU FOR YOUR BUSINESS!

Caroline Mockler, Esq.

Digitally signed by Caroline Mockler, Esq.
Reason: I am approving this document
Date: 2025.03.26 10:26:15 -04'00'

STANDARD ADDENDUM TO AGREEMENTS WITH THE HERNANDO COUNTY SCHOOL BOARD

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

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

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

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

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

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

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

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

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

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

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter ("Court") have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

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

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

of Chapter 218, Florida Statutes.

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

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

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

20. If the Contractor receives access to an individual s personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

21. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

Cameron Berner

Printed Name: Cameron Berner
Title: Sr. Deal Desk Manager
Date: 8/26/2025

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
10:44 am, 06/17/2025

Docusign Envelope ID: 5F9D2F36-69D9-4B02-8126-B7D38408CFB5

HERNANDO SCHOOL DISTRICT
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Federal Terms & Conditions

Provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II to 2 CFR Part 200)

All purchases made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases by the Hernando County School District.

1. **EQUAL EMPLOYMENT OPPORTUNITY:**
Except as otherwise provided under 41 CFR, Part 60, this section applies to federally assisted construction contracts. If applicable, the Contractor agrees to comply with the provisions of 41 CFR, Part 60-1.4(b) during the performance of this contract. The provisions may be found in Attachment A to these Federal Terms and Conditions.

2. **DAVIS-BACON ACT:**
(34 CFR 80.36(I)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of $2,000 awarded by the district and subgrantees when required by Federal grant program legislation).

3. **COPELAND "ANTI-KICKBACK" ACT:**
(34 CFR 80.36(I)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).

4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT:**
(34 CFR 80.36(I)(6)): All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of $2000, and in excess of $2500 for other contracts, which involve the employment of mechanics or laborers).

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**
If the Federal award meets the definition of "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401 "Right to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by awarding agency.

6. **CLEAN AIR ACT**
(34 CFR 80.36(I)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), section 508 of the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).(Applies to contracts, subcontracts, and subgrants of amounts in excess of $100,000).

7. **BYRD ANTI-LOBBYING AMENDMENT:**
Contractors that apply or solicitation for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Approved as to form & legal sufficiency:
Kevin M. Sullivan
Attorney for HCSD
9:08 am, Oct 31, 2024

9/12/24

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8. **RECOVERED MATERIALS:**
Section 6002 (EPA) 40 CFR Part 247: For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

9. **FEDERAL DEBARMENT CERTIFICATION:**
Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, 85, defined at 34 CFR Part 85, Section 85.105 and 85.110-(ED80-0013).

A. *The prospective lower tier ($25,000) participant certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*

B. *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall provide an explanation.*

10. **ADMINISTRATIVE, CONTRACTURAL OR LEGAL REMEDES:**
If the vendor/contractor fails to perform to the district's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the district shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined. Nonperformance by a vendor /contractor is any failure to follow the terms, conditions, and/or specifications as outlined in the contract.

11. **HATCH ACT:**
(5U.S.C. 1501-1508 AND 7324-7328: The vendor/contractor will comply with the provisions of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

12. **CONTRACT TERMINATION FOR CONVENIENCE:**
The Superintendent (or designee) reserves the right to terminate a vendor's contract in whole or in part when it is determined in its sole discretion that it is in the district's best interest to do so. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor shall not be entitled to recover any cancellation charges or lost profits.

13. **CONTRACT TERMINATION FOR CAUSE:**
The Superintendent (or designee) reserves the right to terminate a vendor's contract for just cause, without penalty. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor may request reconsideration of this decision in writing at any time during the 30 day grace period. The request must be addressed to the Director of Finance & Purchasing who will initiate an internal review of the matter. If the vendor's input is required as part of the reconsideration process, the vendor will be notified when and where to appear. Requests for reconsideration received after the (30) day grace period will be denied. Upon termination of a contract, the Board reserves the right to rescind and re-award a contract to the next low bidder, if determined to be in the best interest of the district to do so.

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HERNANDO SCHOOL DISTRICT
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Provisions for Non-Federal Entity Contracts Under Federal Awards
(Federal Program Requirements - USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the United States Department of Agriculture ("USDA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

14. **RECORDS RETENTION:**
(34 CFR 80.36(I)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

15. **CIVIL RIGHTS:**
The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

16. **BUY AMERICAN:**
(7 CFR PART 210.21 (D)) - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), the District is required to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards the District must comply with when purchasing commercial food products served in the school meals programs.

17. **ENERGY POLICY AND CONSERVATION ACT:**
Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. **DISCOUNTS, REBATES, AND CREDITS:**
The vendor shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. All goods, services, or monies received as the result of any equipment or USDA Food rebates shall be credited to the District's nonprofit food service account.

HERNANDO SCHOOL DISTRICT
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Provisions for Non-Federal Entity Contracts Under Federal Awards
(Federal Program Requirements - FEMA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the Federal Emergency Management Agency ("FEMA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

19. **ACCESS TO RECORDS:**
The following access to records requirements apply to this contract:
   a. The Contractor agrees to provide the District, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
   b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
   c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

20. **DHS SEAL, LOGO, AND FLAGS:**
The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

21. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:**
This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

22. **NO OBLIGATION BY FEDERAL GOVERNMENT:**
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

23. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:**
The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

By signing of this document, the vendor/contractor understands and certifies that they are in compliance with and/or will comply with, all the terms and conditions as specifically stated, where applicable. The vendor/contractor understands that Federal Funding Provisions apply to all contracts where Federal funds are used as a source for the purchase of goods and services. The contract/vendor awarded must not take exception to any part of these regulations.

Company Name (Print): Transfr Inc. Date: 2/11/2025

Authorized Signature: Jenn Ballard

Printed Name: Jenn Ballard

Title: Associate General Counsel

Caroline Mockler, Esq.

Digitally signed by Caroline Mockler, Esq.
Reason: I am approving this document
Date: 2025.03.26 10:27:55 -04'00'

9/12/24

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Transfr Inc.

Vendor FEIN: 82-3079864

Vendor's Authorized Representative Name and Title: Cameron Berner, Senior Deal Desk Manager

Address: 124 East 14th Street

City: New York State: NY ZIP: 10003

Phone Number: 201-503-4789

Email Address: transfrvendor@transfrvr.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signed by:

By: Cameron Berner

5A6155E6F50A406...

AUTHORIZED SIGNATURE

Print Name and Title: Cameron Berner Sr. Deal Desk Manager

Date: 8/25/2025

Approved as to Content & Form
CarolineMockler, Esq.
Staff Counsel, HCSD
8:46 am, 04/25/2025

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Cameron Berner

Title: Sr. Deal Desk Manager

Signature: Signed by: Cameron Berner 5A6155E6F50A406... Date: 8/25/2025

Approved as to Content & Form
CarolineMockler, Esq.
Staff Counsel, HCSD
8:49 am, 04/25/2025

From: David Wilkinson <david@transfrvr.com>
Sent: Wednesday, August 20, 2025 1:13 PM
To: Beth Lastra <lastra_b@hcsb.k12.fl.us>
Subject: Re: TransfrVR- grant opportunity

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

Hi Beth,

As per your request, I have created 2 service orders. 1 is bill to Hernando (under $100,000) and the 2nd one is bill to Florida Commerce.
The Florida Commerce service order is over $100,000, however Hernando County WILL NOT pay any of this service order.

Please let me know if you have any questions.

Thank you!

David Wilkinson

david@transfrvr.com
www.transfrvr.com
Schedule a call

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

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

A. Item Currently Budgeted -

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

B. Item Currently Not Budgeted -**

Funding Source: To come out of the 2025-2026 Fiscal Year Budget

Account Name: Voc Tech Education | Technology-Capitlal FF & Equipment | Acdemic Svcs | Workforce Development Cap

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
1100E	5300	6480	9410	88700	

Amount $ 98,600.00

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

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

Prior Year Approved Budget: $

Prior Year Actual Spent: $ 98,600.00

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

Hernando School District

School Board Regular Meeting

Agenda Item # 21. 26-3289 9/23/2025

Title and Board Action Requested
Approve the piggyback of the State of Florida, Department of Education ITB #2023-02 for Type A, C and D School Buses and Optional Equipment, awarded to Sun State International Trucks, LLC and authorize the purchase of Two (2) 77 Passenger Type C School Bus for an estimated spending of $325,952.00.

Executive Summary
The Director of Transportation, on behalf of the Superintendent of Schools, hereby requests the Board the piggyback of the State of Florida, Department of Education ITB #2023-02 for Type A, C and D School Buses and Optional Equipment, awarded to Sun State International Trucks, LLC and authorize the purchase of two (2) 77 Passenger Type C School Bus Model Year 2026 for an estimated cost of $325,952.00.

HCSB Bid # 23-071-33 PB has been assigned for internal tracking purposes.

My Contact
Ralph Leath
Director of Transportation
352-797-7003

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

Financial Impact
The cost of this Agenda Item is $325,952.00. The cost for previous fiscal year was $748,380.00 with buses still on order. 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.

Sun State International Trucks, LLC

Margaret Holland
Account Manager - South Florida
813-503-7418

6020 Adamo Drive
Tampa FL 33619

Customer # 11039

Quoted To: Hernando District School Board **Phone:** 352-797-7003 **Quote #:** 77Pas - 2025
Address: 3339 California Street **Fax:** 0 **Quote Date:** 8/13/2025
Brooksville Fl, 34604 **Email:** leath_r@hcsb.k12.fl.us

0

Quote For: 77 Pass - w Luke AC - Gatekeeper Camera

Item #	Description	Qty	Unit Price	Discount	Price
Bid Reference #	**Pricing Per FL DOE Bid # 2023-02 - Effective 02/01/2025 to 12/31/2025 Tariff ~ 2025**	1	$ 3,500.00	$ -	$ 3,500.00
Model Year 2026	77 Passenger Type C School Bus (STD - Cummins ISB 250hp/660LbFt)	1	131,413.00	-	131,413.00
Additional Options	Fully Illuminated Stop Arms Front and Rear	1	1,900.00	-	1,900.00
All	[C1A]Front Tow Hooks	1	83.00	-	83.00
All	[C1B] Rear Tow Hooks	1	61.00	-	61.00
Option	LED Lighted "School Bus" sign Front and Rear	1	1,319.00	-	1,319.00
C65-77p - Diesel	[C4]100 Gallon Fuel Tank (Air-Ride not required)	1	672.00	-	672.00
Option	[C8] Adjustable Pedals (Includes Telescope steering)	1	825.00	-	825.00
C65-77L	[C10] Air Ride Rear Suspension	1	519.00	-	519.00
Option	[B5B] PA w/Radio	1	453.00	-	453.00
Non Track Seats	[B7D] BTI Intergraded Child Restraint Seat (2 per seat) First Row only	2	468.00	-	936.00
Option	[B8] Exterior Body Light Monitor	1	193.00	-	193.00
Option	[B18] Underseat Rear Heater	1	406.00	-	406.00
Additional Options	Tag and Title Processing County $200 - Non-Municipality $600	1	200.00	-	200.00
Delivery	Delivery to Region 3	1	995.00	-	995.00
STD - IC AC Dash	IC Integrated Independent Dash A/C & Heat	1	-	-	-
LUKE788SRD21 47-77	Front & Rear In-wall evaps, skirt condensers, 2-TM 21 comp, analog control	1	13,850.00	-	13,850.00
Additional Option	Wingman Fusion 3 Collision Mitigation	1	1,636.00	-	1,636.00
Y35 HD-1HD, 1 TB	Y35 with 1 hi-def camera with 15' harness, driver alert, 1 TB hard drive	1	2,168.00	-	2,168.00
G4-GPS A	GPS Puck antenna	1	116.00	-	116.00
Wi-Fi Antenna	Dual Band WIFI Antenna and NMO with cable	1	221.00	-	221.00
Drop Mount	Camera Drop Mounts	1	194.00	-	194.00
AHD 720 Camera	HD Camera, 720p, includes 15', 30' or 60' cable	4	329.00	-	1,316.00

New Standards for Bid 2023-02 Included in the Base Bus at "NO" additional charge.

OCC Telematics W/5Yr service Plan & IC 360 ~ Bendix Intellipark ~ Integrated Independent Dash AC
Electronic Stability Control ~ Rear & Forward Handrails
Larger Left Side Driver Glove Box with Key & Cup Holder ~ NaviFlex Stepwell Coating ~ 12v outlet A & C
Stainless Steel Heated Exterior Mirrors ~ Entrance Door includes "Door Ajar" Warning ~ Hood Assist (dual spring struts)

Quote Subtotal	$ 162,976.00
Tax Rate	0.00%
Sales Tax	-
Other	
Less Deposit	0.00
TOTAL	$ 162,976.00

Make all Purchase Orders out to Sun State International Trucks, LLC.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: September 23, 2025

Bid No. 23-071-33 PB

Bid Title: Type A, C and D School Buses and Optional Equipment

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☐Bid Extension	☐Emergency
☐Reversed Auction	☒ Piggyback Cooperative (FLDOE)		

Bid Contract Period: 10/24/2023 to 12/31/2025
04/23/2023 to 12/31/2025
12/10/2024 to 12/31/2025
09/23/2024 to 12/31/2025

☐ N/A – One Time Purchase

Contract Type: ☐ Estimated Dollar Amount | ☐ Firm, Fixed Dollar Amount | ☐ Firm, Fixed Unit Prices | ☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options: No. of Terms Remaining | ☐ Length of Each Term (month) | ☐ Length of Each Term (year) | ☒ None

Rationale/Reason: Piggyback the State of Florida, Florida Department of Education ITB #2023-02: *Type A, C and D School Buses and Optional Equipment*, awarded to Sun State International Truck, LLC. HCSB Bid #23-071-33 PB has been assigned for internal tracking purposes.
4/23/24: Board approval request to purchase additional school buses.
12/10/24: Board approval request to purchase additional school buses.
09/23/25: Board approval request to purchase additional school bus.

Bidders Electronically Downloaded From Public Purchase Website:	**Bids Received:**	**No Bids:**	**Late Bids:**	**Rejected Bids:**	☒ **N/A – Bids Not Required:** Piggyback

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Ralph Leath
Director of Transportation

Department(s): Transportation

Recommended award: Sun State International Truck, LLC

T/C CODE: 2333

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: 22/23 Capital Outlay Millage

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
3730	7400	6510	9602	M5250	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 500,000.00		$ .00		$ .00		$ 500,000.00		$ 325,952.00		$ 174,048.00

Account Name:

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

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

Prior Year Approved Budget: $800,000.00

Prior Year Actual Spent: $748,380.00 buses still on order

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

Hernando School District

School Board Regular Meeting

Agenda Item # 22. 26-3291 9/23/2025

Title and Board Action Requested
Award RFQ # 9009-2506-202 Continuing Architectural Services, to Fleischman and Garcia Architects and Planners, AIA, PA dba: Fleischman Garcia Maslowski, Long & Associates Architects/Engineers, Inc., PBK Architects Florida, Inc., Rowe Architects, LLC, and Zyscovich, LLC, for consulting architectural services for miscellaneous projects to be awarded on an ongoing basis, and authorize the purchase of said services for an estimated annual amount of $500,000.00.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board award RFQ # 9009-2506-202 Continuing Architectural Services, to Fleischman and Garcia Architects and Planners, AIA, PA dba: Fleischman Garcia Maslowski, Long & Associates Architects/Engineers, Inc., PBK Architects Florida, Inc., Rowe Architects, LLC, and Zyscovich, LLC, for consulting architectural services for miscellaneous projects to be awarded on an ongoing basis, and authorize the purchase of said services for an estimated annual amount of $500,000.00.

My Contact
Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
352-797-7050

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
See attached budget sheet.

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

REQUEST FOR QUALIFICATIONS
No. 9009-2506-202
For Continuing Architectural Services

Hernando County School District
Brooksville, Florida

REQUEST FOR QUALIFICATIONS
FOR
CONTINUING ARCHITECTURAL SERVICES

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APPENDICES

Appendix A: **Submittal Evaluation Form (to be completed by Jury Panel)**
Appendix B: **Sample Architect-Engineer Continuing Services Agreement (AIA B101-2017)**
Sample HCSD Standard Addendum to Agreements

ANNOUNCEMENT

REQUEST FOR QUALIFICATIONS FOR
Continuing Architectural Services
Hernando County School Board

RFQ 9009-2506-202

The Hernando County School Board ("HCSB"), Brooksville, Florida, invites qualified firms to submit a letter of interest and supporting documentation relating to professional CONTINUING ARCHITECTURAL SERVICES for miscellaneous projects to be awarded on an ongoing basis. Awarded firms will execute an AIA Standard Form of Agreement Between Owner and Architect (AIA B101-17) for continuing services. Projects assigned under this Agreement will be limited to those with an estimated construction cost which does not exceed $7,500,000 except as adjusted annually per FS 287.055; 2; (g); 1.

Submittals must be received before **10:00 AM on Thursday, August 7, 2025,** at the Facilities & Construction Department, Hernando County School Board, 8016 Mobley Road, Brooksville, Florida 34601 (352-797-7050). **Late submittals will not be considered.** It is the responsibility of the Respondent to allow sufficient time for submittals to transit through the US Postal Service and the HCSB distribution system to guarantee delivery prior to the deadline

Submittal Requirements and information related to this RFQ are available on the Bid Net website, including the Sample Architect-Engineer Agreement for Continuing Services and the associated Terms and Conditions. Interested respondents are **required** to register, free of charge, by visiting: www.bidnet.com.

REQUEST FOR QUALIFICATIONS
CONTINUING ARCHITECTURAL SERVICES
HERNANDO COUNTY SCHOOL DISTRICT

I. GENERAL INFORMATION

A. DESCRIPTION

1. Hernando County School Board (HCSB) seeks qualifications from Professional Consultants having a certificate of registration under Florida Statute Chapter 481 as a licensed Architectural firm to provide design services for districtwide projects.

2. Existing continuing service agreements shall be terminated upon Board approval of new agreements pursuant to this solicitation. Firms currently under contract must reapply to be considered for these services.

3. Submittals will be evaluated by a Jury Panel and judged according to the criteria described herein. Qualified Firms will be awarded an Architect-Engineer Continuing Service Agreement. The initial term of the Agreement will be two (2) years with the option for one (1) renewal for a two (2) year period, contingent upon mutual agreement.

4. Individual projects will be awarded on an as-needed basis and executed under the AIA Standard Form of Agreement Between Owner and Architect (AIA B101-2017) and the associated Terms and Conditions, sample forms included in Appendix B.

5. Selected firms will provide Architectural services on an on-call basis for projects throughout Hernando County. The individual projects assigned under this Agreement will be limited to those with an estimated construction cost which does not exceed $7,500,000 except as adjusted annually per FS 287.055; 2; (g); 1.

B. MINIMUM QUALIFICATIONS

Respondents must meet minimum qualifications in order to receive consideration. Respondents shall, at a minimum:

1. Be registered in the State of Florida under State Statute Chapter 481 to provide professional Architectural Services.

2. Have been in business operating within the State of Florida for a minimum of three (3) consecutive years under the current name and providing the services advertised under this RFQ.

3. Have successfully completed at least five (5) projects acting as the prime consultant for projects ranging up to $7.5 million in value.

4. May not be disqualified by Florida Statute 287.133 (2) (a), which states as follows:
"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

C. SCOPE OF SERVICES

1. The scope of services for assigned projects will include multiple design phases as described in the AIA Standard Agreement between the Owner and Architect. The number of phases and associated deliverables will be determined according to individual project needs.

2. Related services may also be required. These include, but are not limited to, structural engineering, fire protection engineering, HVAC engineering, civil engineering, electrical engineering and communication systems engineering. For the purpose of this RFQ, the jury panel will evaluate architectural qualifications only without consideration of proposed sub-consultants for related services.

D. SELECTION PROCESS

1. The selection of consultants will be conducted in two stages in accordance with the Florida Statutes, 287.055, as follows:

   a. Submittals will be screened and scored. Firms will be ranked and firms ranked the highest will be awarded continuing service agreements (AIA B107-2017). It is anticipated that no fewer than three (3) will be selected to enter into agreements with HCSD. The PSAC may elect to award contracts to more than three (3) firms if it is determined to be in the best interest of the District.

   b. At such time as an awarded firm is being considered for an individual Project Assignment, firms will be invited to discuss their qualifications either in person or by telephone or virtual meetings.

2. Award of an agreement does not guarantee that any number or any particular type of project will be assigned to the awarded firm. The Owner reserves the right in its sole discretion to select the projects, if any, to be assigned.

II. SUBMITTAL REQUIREMENTS

A. SUBMITTAL INFORMATION

Due Date & Time:	**Thursday, August 7th, 10:00 AM**
Copies:	**Three (3) bound hard copies and one (1) .pdf copy on portable media**
Address:	**Submit to: Facilities & Construction Dept., 8016 Mobley Rd, Brooksville, FL 34601**
Comments:	**Late submittals will not be considered. It is the responsibility of the Respondent to allow sufficient time for submittals to transit through the US Postal Service and the HCSB distribution system to guarantee delivery prior to the deadline.**
Contact:	**Brian Ragan, Facilities & Construction Department Hernando County School District Ragan_b@hcsb.k12.fl.us 352-797-7050**

All proposals shall be submitted in a sealed envelope labeled with the name of the proposing firm and the following, at a minimum: REQUEST FOR QUALIFICATIONS No. 9009-2506-202 For Continuing Architectural Services

B. SCHEDULE FOR RFQ PROCESS

The schedule is as follows:

Advertisement	July 7 – July 28, 2025
Final Date for Respondent Questions	July 29, 2025
Due Date for HCSB Responses	July 31, 2025
Submittals Due	**August 7, 2025 at 10:00 AM**
Selection Posted	August 18, 2025
Agreements Distributed to Awardees	TBD, approximately August 25, 2025
School Board Award of Contracts	TBD, approximately September 23, 2025

The above schedule is tentative. Revisions will be issued in a timely manner. Information related to this RFQ, including the schedule, will be distributed via the Bid Net web page.

Respondents are required to register on **www.bidnet.com** to receive information related to this RFQ.

C. GENERAL INFORMATION

1. Changes and Clarifications:
   Changes and clarifications to this RFQ will be issued by addenda. Addenda will be distributed via **www.bidnet.com** .

   Respondents may enter questions at any time prior to the date listed in paragraph II.B. All questions must be entered into **www.bidnet.com** and HCSB will respond accordingly.

   It is the respondent's responsibility to log in and check for updated information.

2. Conditions of this RFQ:
   All respondents accept the following conditions:

   a. All submittals shall become the property of HCSB and will not be returned.

   b. Late submittals will not be evaluated.

   c. HCSB is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets, as defined by F.S, and financial statements may be exempt from disclosure. Any such confidential materials shall be segregated and clearly marked as Confidential. Blanket requests will not be honored.

   d. HCSB reserves the right to reject any or all proposals if deemed unresponsive to this RFQ or for failure to disclose requested information.

   e. HCSB shall not be liable for costs incurred by respondents in the preparation of submittals or for costs related to any element of the selection and contract negotiation process.

   f. By responding to this RFQ, the respondents acknowledge that they have carefully reviewed the entire RFQ, including appendices and addenda, and furthermore specifically agrees that the Architect-Engineers Agreement and the associated Terms and Conditions are expressly acceptable without reservation.

   g. HCSB reserves the right, without invalidating the respondent's submittal, to request clarification of the information provided.

D. DOCUMENTS

Submittals must comply with the following requirements 1-5. HCSB retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the District.

1. Three (3) hard copies and one (1) .pdf version on portable media. The .pdf version is to be submitted as a single bound document, including the cover letter.

2. Each submittal is to be accompanied by a Letter of Interest addressed to the Facilities & Construction Department.

3. The submittal is to be no more than 25 double-sided 8 ½" x 11" sized pages in portrait orientation, minimum font size 10 point, permanently bound with spiral or plastic binder.

4. Submittal shall be formatted and tabbed in the exact form and numeric sequence stated herein.

5. Response to all items shall be complete.

III. EVALUATION CRITERIA

Submittals will be evaluated and scored according to the Evaluation Form provided in Appendix A.

It is the intent of HCSB to select firms who have prior experience with educational projects. Respondents will be judged not only on prior experience but also on their ability to address issues critical to the success of a project, as outlined in this RFQ document. The following must be submitted (in order by Tab) and are elements that will be used to evaluate each respondent's qualifications.

TAB 01 – FIRM QUALIFICATIONS AND CAPABILITIES

Provide a brief overview of the firm's qualifications and experience related to educational projects or projects performed in a similar environment.

Describe the organization and size of the firm. Establish the lines of authority and communication. Organizational chart may be included.

Describe the firm's in-house capabilities, specifically with regard to engineering services.

Describe the firm's current and projected workload.

Establish whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

TAB 02 – STAFF QUALIFICATIONS

Identify the Principals, project management staff, and other key staff.

Provide a brief overview of the individual staff qualifications and relevant experience related to educational projects or projects performed in a similar environment.

Present unique qualifications, certifications or knowledge that staff may offer, for example familiarity and/or certification with a recognized green building rating organization, expertise in modeling software, etc.

Describe the level of involvement by key staff in project management and on-site presence, particularly as it relates to representing the HCSB's interests during the construction phase.

TAB 03 – PRIOR EXPERIENCE AND PERFORMANCE

Present relevant projects, including information related to the complexity, project cost and schedule, specifically focusing on multi-phased projects on occupied campuses or in similar environments.

Demonstrate success on past projects. Testimonials and similar documentation may be provided.

Provide the names and current contact information for a minimum of three (3) Owner references for completed or ongoing projects, preferably public educational projects.

TAB 04 – PROJECT APPROACH

Describe the firm's policies and procedures with regard to Budget Evaluation and Cost Control:

- Ability to produce accurate cost estimates at appropriate intervals.
- Ability to control costs during design.
- Ability and willingness to participate in value engineering activities, maintaining the original schedule when a budget overage does not result from Owner-requested scope changes.

Describe the firm's policies and procedures with regard to Quality Control:

- Procedure for investigating existing conditions during design.
- Ability to review documents for coordination and code compliance, including the work of consultants, so as to avoid delays resulting from incomplete submittals to the HCSB.
- Ability to improve energy efficiency through the use of an integrated design process, life cycle costing, the use of an energy standard and selection of energy efficient materials, systems and equipment.
- Ability to design for durability and maintainability.

Describe the firm's policies and procedures with regard to Communication and Reporting:

- Ability to produce detailed meeting minutes.
- Ability to produce thorough and timely field reports during Construction Administration.
- Provide examples to document proficiency in reporting.

Describe the firm's policies and procedures with regard to scheduling design phase tasks:

- Ability to manage the work to meet the established schedule.
- Ability to evaluate needs and plan design tasks so as to allow adequate review time for environmental agencies, local government, plans examiners, and HCSB reviewers.

Describe the firm's commitment and strategy with regard to project close out:

- Continuity through the end of the punch list period.
- Track record with regard to timely close-out on educational projects.
- Ability to produce quality record documents, specifically providing examples of information recorded other than field-marked changes provided by the Contractor.
- Ability to review close out documents for compliance with the Contract Documents.

TAB 05 – WORK LOCATION

Describe where the firm's office(s) are located and where design and construction documents will be produced.

Describe how the proximity of the firm's office may affect construction administration tasks and coordination with the HCSB project manager.

List any employees or team members who are residents of Hernando County

Appendix A

HERNANDO COUNTY SCHOOL DISTRICT
SUBMITTAL EVALUATION FORM
ARCHITECTURAL CONTINUING SERVICES

QUALIFICATION BASED SELECTION

Evaluator #:_____ Date:_____
Name of Firm:_____
RFQ #:_ 9009-2506-202_____

SCORE: Weight[2] x Rating[3] = Score

1. FIRM QUALIFICATIONS AND CAPABILITIES[1]

- ❑ Experience with educational or similar projects _15_ x_____=____
- ❑ Organizational structure & established lines of communication _10_ x_____=____
- ❑ Current/projected work load, & Small/Minority Business status _10_ x_____=____

2. STAFF QUALIFICATIONS[1]

- ❑ Qualifications and relevant individual experience. _15_ x_____=____
- ❑ Unique knowledge & abilities of staff. _15_ x_____=____
- ❑ Involvement of staff in project management & on-site presence. _15_ x_____=____

3. PRIOR EXPERIENCE AND PERFORMANCE[1]

- ❑ Relevant projects of similar scope and complexity. _15_ x_____=____
- ❑ Demonstrated success on past projects. _15_ x_____=____
- ❑ References. _10_ x_____=____

4. PROJECT APPROACH[1]

- ❑ Budget evaluation & cost control methodology. _10_ x_____=____
- ❑ Quality control methodology. _15_ x_____=____
- ❑ Communication, Scheduling and Reporting proficiency. _15_ x_____=____

5. WORK LOCATION[1]

- ❑ Firms proximity to HCSD and employment of county residents _10_ x_____=____

TOTAL SCORE: _____[4]

NOTES:

1. **Criteria**: Evaluator will review all information presented, including unique characteristics and abilities, in order to rate the firm's qualifications in each category.
2. **Weights**: Weights are assigned to establish the relative importance of the listed criteria.
3. **Ratings**: Evaluator will assess the strength of each firm's qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating. (Use whole numbers)
4. **Total Score**: Includes the sum of all criteria.

Appendix B

Sample Architect-Engineer Continuing Services Agreement (AIA B101-2017)
Sample HCSD Standard Addendum to Agreements

APPENDIX A

HERNANDO COUNTY SCHOOL DISTRICT - DESIGN/BUILD SERVICES

Final Ranking Matrix

RFQ 9009-2506-202 - Continuing Architectural Services

FIRM	QUALIFICATIONS							AVERAGE QUALS	QUALS SCORE	RANK
	EVAL #1	EVAL #2	EVAL #3	EVAL #4	EVAL #5	EVAL #6	EVAL #7			
Zyscovich (Stratus Group)	785	750	640	535	795	735	810	721.43	85%	1
PBK	795	650	635	300	840	685	800	672.14	79%	2
FG+M Architecture	675	690	600	360	815	685	780	657.86	77%	3
Long & Associates	675	710	630	470	695	590	830	657.14	77%	4
Rowe Architects	695	680	550	305	830	700	830	655.71	77%	5
Rhodes+Brito Architects	720	760	550	265	655	735	810	642.14	76%	6
Furr Wegman & Banks	715	650	600	570	665	650	625	639.29	75%	7
Williamson Design Associates	720	680	525	320	760	670	790	637.86	75%	8
Jerel McCants Architecture	665	680	595	275	525	750	745	605.00	71%	9
Renker Eich Parks Architects	610	695	585	335	625	680	685	602.14	71%	10
Baker Barios Architects	675	625	585	195	635	680	695	584.29	69%	11
PBA Design Group	650	535	510	300	655	640	770	580.00	68%	12
Spiezle Architectural Group	510	650	510	255	695	665	720	572.14	67%	13
Gator Sktch Architects	610	670	555	305	390	565	645	534.29	63%	14
WJ Architects	670	640	350	170	535	670	635	524.29	62%	15
Peacock Architects	565	680	485	230	435	535	705	519.29	61%	16
Goodwin Mills Cawood	450	565	445	315	590	560	545	495.71	58%	17
Storyn Studio for Architecture	450	610	390	230	550	580	400	458.57	54%	18
Rukan Architecture	355	430	470	170	170	445	195	319.29	38%	19

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of September in the year Two-thousand Twenty-five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Hernando County School District
8016 Mobley Road
Brooksville, FL 34607

and the Architect:
(Name, legal status, address and other information)

Fleischman and Garcia Architects and Planners, AIA, PA
DBA: FleischmanGarciaMaslowski
324 S. Hyde Park Ave., Suite 300
Tampa, FL 33606
C-Corp.

for the following Project:
(Name, location and detailed description)

TBD
Miscellaneous projects on a continuing basis where the estimated construction cost per project does not exceed $7.5 million (except as adjusted annually per FS 287.055; 2; (g); 1.), and other services for which the fee per project does not exceed $500,000.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (68b6cda35a3b2115b428cf5e)

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

TBD

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

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TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

TBD
May include design-bid-build, CM at risk and owner direct purchase. Shall be determined based on the scope of the project and the best interest of HCSD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

John Williams
Manager of Design and Construction
8016 Mobley Rd.
Brooksville, FL 34601
352-797-7050
williams_j@hcsb.k12.fl.us

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD
May include Building/Fire Officials or designee

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

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.2 Civil Engineer:

TBD

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jeff Pelszynski
17807 Hunting Bow Circle
Lutz, FL 33558
jeff@fgmfla.com
813.607.5950

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.12 Other Initial Information on which the Agreement is based:

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This agreement shall be effective for a period of two (2) years with an option to renew for one additional two (2) year period upon written consent of both parties and any approvals subsequently required by the School Board.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and One Million Dollars ($ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than Statutory Minimum ($) each accident, Statutory Minimum ($) each employee, and Statutory Minimum ($) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and One Million Dollars ($ 1,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of

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bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

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Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received

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from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the

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Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	TBD
§ 4.1.1.2 Multiple preliminary designs	TBD
§ 4.1.1.3 Measured drawings	TBD
§ 4.1.1.4 Existing facilities surveys	TBD
§ 4.1.1.5 Site evaluation and planning	TBD
§ 4.1.1.6 Building Information Model management responsibilities	TBD
§ 4.1.1.7 Development of Building Information Models for post construction use	TBD
§ 4.1.1.8 Civil engineering	TBD
§ 4.1.1.9 Landscape design	TBD
§ 4.1.1.10 Architectural interior design	TBD
§ 4.1.1.11 Value analysis	TBD
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	TBD
§ 4.1.1.13 On-site project representation	TBD
§ 4.1.1.14 Conformed documents for construction	TBD
§ 4.1.1.15 As-designed record drawings	TBD
§ 4.1.1.16 As-constructed record drawings	TBD
§ 4.1.1.17 Post-occupancy evaluation	TBD
§ 4.1.1.18 Facility support services	TBD

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§ 4.1.1.19 Tenant-related services	TBD
§ 4.1.1.20 Architect's coordination of the Owner's consultants	TBD
§ 4.1.1.21 Telecommunications/data design	TBD
§ 4.1.1.22 Security evaluation and planning	TBD
§ 4.1.1.23 Commissioning	TBD
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	TBD
§ 4.1.1.25 Fast-track design services	TBD
§ 4.1.1.26 Multiple bid packages	TBD
§ 4.1.1.27 Historic preservation	TBD
§ 4.1.1.28 Furniture, furnishings, and equipment design	TBD
§ 4.1.1.29 Other services provided by specialty Consultants	TBD
§ 4.1.1.30 Other Supplemental Services	TBD

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

TBD

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

TBD

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 TBD (TBD) visits to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within TBD ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the

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Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested

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information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to

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transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

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arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with

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any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero Dollars ($0)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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Zero Dollars ($0)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

TBD

.2 Percentage Basis
(Insert percentage value)

TBD ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Total compensation shall not exceed amounts published in the Florida Department of Management Services' Design Professional Fee Guideline.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per Architect's Hourly Rate Schedule in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus TBD percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (10 %)
Design Development Phase	Twenty	percent (20 %)
Construction Documents Phase	Thirty-five	percent (35 %)
Procurement Phase	Five	percent (5 %)
Construction Phase	Twenty-three	percent (23 %)
Post Construction Phase	Two percent	(2 %)
Total Basic Compensation	one hundred percent	(100.00 %)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Per Exhibit C

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Architect shall maintain insurance as set forth in "Exhibit A - Consultant's Insurance Requirements." If there are conflicts between requirements in this document and Exhibit A, the most stringent requirement shall apply.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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§ 11.10.1.1 An initial payment of Zero dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

2 % (Two percent)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

This is a Continuing Services contract. Upon issuance of a Task Order by the Owner, the Architect shall issue a fee proposal based upon the Scope of Work identified in the Task Order. The fee proposal shall be based on rates listed in Article 11 of this Agreement, along with any supplemental and/or additional services required by the project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Consultant's Insurance Requirements

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Exhibit B - HCSD Standard Addendum to Agreements
Exhibit C – Hourly Rate Schedule

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

HCSD RFQ# 9009-2506-202

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	MARCEL MASLOWSKI, PRESIDENT
(Printed name and title)	*(Printed name, title, and license number if required)*

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A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	$1,000,000
Products – Completed Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000
Personal Injury	$1,000,000

The following coverages shall be included in the CGL:

a. Additional Insured status in favor of the Hernando County School Board
b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
   a. Combined Single Limit (each accident): $1,000,000

b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.

2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.

3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
$999,999 and under	$1,000,000	$1,000,000
$1,000,000 to $4,999,999	$1,000,000	$1,000,000
$5,000,000 to $19,999,999	$1,000,000	$2,000,000
$20,000,000 and Above	$2,000,000	$2,000,000

STANDARD ADDENDUM TO AGREEMENTS WITH THE HERNANDO COUNTY SCHOOL BOARD

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

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

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

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

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

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

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

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

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

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

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

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

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

of Chapter 218, Florida Statutes.

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

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

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

20. If the Contractor receives access to an individual s personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

21. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

Printed Name: MARCEL MASLOWSKI
Title: PRESIDENT
Date: 09/03/2025

Approved as to Content & Form

Caroline Mocker, Esq.

Staff Counsel, HCSD

8:55 am, 04/24/2025

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Fleischman and Garcia Architects and Planners, AIA, PA

Vendor FEIN: 59-1400667

Vendor's Authorized Representative Name and Title: Marcel J. Maslowski, AIA, President

Address: 324 S. Hyde Park Ave., Suite 300

City: Tampa State: FL ZIP: 33606

Phone Number: 813 251-4400

Email Address: Marcel@fgmfla.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Marcel

AUTHORIZED SIGNATURE

Print Name and Title: Marcel J. Maslowski, AIA, President

Date: 9-3-25

Approved as to Content & Form
Caroline Mocker, Esq.
Staff Counsel, HCSD
8:46 am, 04/25/2025

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: MARCEL MASLOWSKI

Title: PRESIDENT

Signature: Marcel

Date: 9/03/2025

Approved as to Content & Form

Caroline Mocker, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

EXHIBIT C

TIME CHARGES – 2nd Quarter 2025

Principals	
Chief Executive Officer	$295.00/hr.
President Emeritus	$250.00/hr.
President	$225.00/hr.
Director of Operations	$140.00/hr.
Senior Managing Principals	$170.00/hr.
Managing Principals	$140.00/hr.
Architects	$140.00/hr.
Project Manager	$130.00/hr. $110.00/hr.
Senior Project Designer	$100.00/hr
Project Designers	$100.00/hr
Jr. Project Designers	$ 60.00/hr.
Registered Interior Designer	$110.00/hr.
Project Interior Designers	$ 90.00/hr.
Jr. Interior Designers	$ 60.00/hr.
Administrative – Director of Marketing	$ 90.00/hr.
Administrative – Information Technology	$ 90.00/hr.
Administrative – General	$ 60.00/hr.

FleischmanGarciaMaslowski
ARCHITECTURE | PLANNING | INTERIORS

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of September in the year Two-thousand Twenty-five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Hernando County School District
8016 Mobley Road
Brooksville, FL 34607

and the Architect:
(Name, legal status, address and other information)

Long & Associates Architects/Engineers, Inc.
4525 S. Manhattan Ave.
Tampa, FL 33611
C Corporation for the State of Florida

for the following Project:
(Name, location and detailed description)

TBD
Miscellaneous projects on a continuing basis where the estimated construction cost per project does not exceed $7.5 million (except as adjusted annually per FS 287.055; 2; (g); 1.), and other services for which the fee per project does not exceed $500,000.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

TBD

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

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TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

TBD
May include design-bid-build, CM at risk and owner direct purchase. Shall be determined based on the scope of the project and the best interest of HCSD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

John Williams
Manager of Design and Construction
8016 Mobley Rd.
Brooksville, FL 34601
352-797-7050
williams_j@hcsb.k12.fl.us

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD
May include Building/Fire Officials or designee

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

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.2 Civil Engineer:

TBD

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Travis Steed, AIA, IIDA, LEED AP
4525 S. Manhattan Ave.
Tampa, FL 33611
Ph: 813-839-0506 Ext.233

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.12 Other Initial Information on which the Agreement is based:

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This agreement shall be effective for a period of two (2) years with an option to renew for one additional two (2) year period upon written consent of both parties and any approvals subsequently required by the School Board.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and One Million Dollars ($ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than Statutory Minimum ($) each accident, Statutory Minimum ($) each employee, and Statutory Minimum ($) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and One Million Dollars ($ 1,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of

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bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

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Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received

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from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the

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Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	TBD
§ 4.1.1.2 Multiple preliminary designs	TBD
§ 4.1.1.3 Measured drawings	TBD
§ 4.1.1.4 Existing facilities surveys	TBD
§ 4.1.1.5 Site evaluation and planning	TBD
§ 4.1.1.6 Building Information Model management responsibilities	TBD
§ 4.1.1.7 Development of Building Information Models for post construction use	TBD
§ 4.1.1.8 Civil engineering	TBD
§ 4.1.1.9 Landscape design	TBD
§ 4.1.1.10 Architectural interior design	TBD
§ 4.1.1.11 Value analysis	TBD
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	TBD
§ 4.1.1.13 On-site project representation	TBD
§ 4.1.1.14 Conformed documents for construction	TBD
§ 4.1.1.15 As-designed record drawings	TBD
§ 4.1.1.16 As-constructed record drawings	TBD
§ 4.1.1.17 Post-occupancy evaluation	TBD
§ 4.1.1.18 Facility support services	TBD

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§ 4.1.1.19 Tenant-related services	TBD
§ 4.1.1.20 Architect's coordination of the Owner's consultants	TBD
§ 4.1.1.21 Telecommunications/data design	TBD
§ 4.1.1.22 Security evaluation and planning	TBD
§ 4.1.1.23 Commissioning	TBD
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	TBD
§ 4.1.1.25 Fast-track design services	TBD
§ 4.1.1.26 Multiple bid packages	TBD
§ 4.1.1.27 Historic preservation	TBD
§ 4.1.1.28 Furniture, furnishings, and equipment design	TBD
§ 4.1.1.29 Other services provided by specialty Consultants	TBD
§ 4.1.1.30 Other Supplemental Services	TBD

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

TBD

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

TBD

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 TBD (TBD) visits to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within TBD ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the

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Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested

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information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to

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transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

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arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with

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any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero Dollars ($0)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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Zero Dollars ($0)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

TBD

.2 Percentage Basis
(Insert percentage value)

TBD ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Total compensation shall not exceed amounts published in the Florida Department of Management Services' Design Professional Fee Guideline.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per Architect's Hourly Rate Schedule in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus TBD percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15 %)
Design Development Phase	Twenty	percent (20 %)
Construction Documents Phase	Thirty-five	percent (35 %)
Procurement Phase	Five	percent (5 %)
Construction Phase	Twenty-three	percent (23 %)
Post Construction Phase	Two percent	(2 %)
Total Basic Compensation	one hundred percent	(100.00 %)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Per Exhibit C

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Architect shall maintain insurance as set forth in "Exhibit A - Consultant's Insurance Requirements." If there are conflicts between requirements in this document and Exhibit A, the most stringent requirement shall apply.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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§ 11.10.1.1 An initial payment of Zero dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

2 % (Two percent)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

This is a Continuing Services contract. Upon issuance of a Task Order by the Owner, the Architect shall issue a fee proposal based upon the Scope of Work identified in the Task Order. The fee proposal shall be based on rates listed in Article 11 of this Agreement, along with any supplemental and/or additional services required by the project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Consultant's Insurance Requirements

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Exhibit B - HCSD Standard Addendum to Agreements
Exhibit C – Hourly Rate Schedule

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

HCSD RFQ# 9009-2506-202

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	Alexander Long, President *(Printed name, title, and license number if required)*

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A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	$1,000,000
Products – Completed Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000
Personal Injury	$1,000,000

The following coverages shall be included in the CGL:

a. Additional Insured status in favor of the Hernando County School Board
b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
   a. Combined Single Limit (each accident): $1,000,000

b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.

2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.

3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
$999,999 and under	$1,000,000	$1,000,000
$1,000,000 to $4,999,999	$1,000,000	$1,000,000
$5,000,000 to $19,999,999	$1,000,000	$2,000,000
$20,000,000 and Above	$2,000,000	$2,000,000

STANDARD ADDENDUM TO AGREEMENTS WITH THE HERNANDO COUNTY SCHOOL BOARD

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

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

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

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

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

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

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

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

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

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

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

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

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

of Chapter 218, Florida Statutes.

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

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

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

20. If the Contractor receives access to an individual s personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

21. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

_____
Printed Name: Alexander Lora
Title: President
Date: 9.2.25

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

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Long + Associates Architects/Engineers, Inc.

Vendor FEIN: 59-1535380

Vendor's Authorized Representative Name and Title: Alexander Long, President

Address: 4525 S Manhattan Ave

City: Tampa State: FL ZIP: 33611

Phone Number: 813-839-0506

Email Address: lex@longandassociates.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: Alexander Long, President

Date: 9.2.25

Approved as to Content & Form
Caroline Mocker, Esq.
Staff Counsel, HCSD
8:46 am, 04/25/2025

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Alexander Long

Title: Treasurer

Signature:

Date: 4.2.25

Approved as to Content & Form

Caroline Mocker, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

LONG & ASSOCIATES
ARCHITECTS | ENGINEERS, INC.
Years

EXHIBIT C

Long & Associates Architects/Engineers, Inc.

2025 HOURLY FEE SCHEDULE

PRINCIPAL IN CHARGE	$190.00
PROJECT MANAGER – ARCHITECT	$165.00
PROJECT MANAGER – ENGINEER (STRUCTURAL/MECHANICAL/ELECTRICAL)	$165.00
PROJECT ARCHITECT/ENGINEER (REGISTERED)	$140.00
DESIGN ARCHITECT/ENGINEER (GRADUATE)	$120.00
DESIGN TECHNICIAN	$ 95.00
CLERICAL	$ 80.00

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of September in the year Two-thousand Twenty-five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Hernando County School District
8016 Mobley Road
Brooksville, FL 34607

and the Architect:
(Name, legal status, address and other information)

PBK Architects Florida, Inc.
2714 Dr MLK Jr St N
St Petersburg, FL 33704

for the following Project:
(Name, location and detailed description)

TBD
Miscellaneous projects on a continuing basis where the estimated construction cost per project does not exceed $7.5 million (except as adjusted annually per FS 287.055; 2; (g); 1.), and other services for which the fee per project does not exceed $500,000.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

TBD

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

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TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

TBD
May include design-bid-build, CM at risk and owner direct purchase. Shall be determined based on the scope of the project and the best interest of HCSD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

John Williams
Manager of Design and Construction
8016 Mobley Rd.
Brooksville, FL 34601
352-797-7050
williams_j@hcsb.k12.fl.us

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD
May include Building/Fire Officials or designee

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

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.2 Civil Engineer:

TBD

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Phil Trezza, AIA, LEED AP
5201 W Kennedy Blvd, Suite 515
Tampa, FL 33609
813-286-8206 office
727-692-2412 cell
phil.trezza@pbk.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.12 Other Initial Information on which the Agreement is based:

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This agreement shall be effective for a period of two (2) years with an option to renew for one additional two (2) year period upon written consent of both parties and any approvals subsequently required by the School Board.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and One Million Dollars ($ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than Statutory Minimum ($) each accident, Statutory Minimum ($) each employee, and Statutory Minimum ($) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and One Million Dollars ($ 1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of

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bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

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Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received

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from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the

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Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	TBD
§ 4.1.1.2 Multiple preliminary designs	TBD
§ 4.1.1.3 Measured drawings	TBD
§ 4.1.1.4 Existing facilities surveys	TBD
§ 4.1.1.5 Site evaluation and planning	TBD
§ 4.1.1.6 Building Information Model management responsibilities	TBD
§ 4.1.1.7 Development of Building Information Models for post construction use	TBD
§ 4.1.1.8 Civil engineering	TBD
§ 4.1.1.9 Landscape design	TBD
§ 4.1.1.10 Architectural interior design	TBD
§ 4.1.1.11 Value analysis	TBD
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	TBD
§ 4.1.1.13 On-site project representation	TBD
§ 4.1.1.14 Conformed documents for construction	TBD
§ 4.1.1.15 As-designed record drawings	TBD
§ 4.1.1.16 As-constructed record drawings	TBD
§ 4.1.1.17 Post-occupancy evaluation	TBD
§ 4.1.1.18 Facility support services	TBD

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§ 4.1.1.19 Tenant-related services	TBD
§ 4.1.1.20 Architect's coordination of the Owner's consultants	TBD
§ 4.1.1.21 Telecommunications/data design	TBD
§ 4.1.1.22 Security evaluation and planning	TBD
§ 4.1.1.23 Commissioning	TBD
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	TBD
§ 4.1.1.25 Fast-track design services	TBD
§ 4.1.1.26 Multiple bid packages	TBD
§ 4.1.1.27 Historic preservation	TBD
§ 4.1.1.28 Furniture, furnishings, and equipment design	TBD
§ 4.1.1.29 Other services provided by specialty Consultants	TBD
§ 4.1.1.30 Other Supplemental Services	TBD

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

TBD

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

TBD

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 TBD (TBD) visits to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within TBD ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the

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Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested

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information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to

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transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

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arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with

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any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero Dollars ($0)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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Zero Dollars ($0)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

TBD

.2 Percentage Basis
(Insert percentage value)

TBD ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Total compensation shall not exceed amounts published in the Florida Department of Management Services' Design Professional Fee Guideline.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per Architect's Hourly Rate Schedule in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus TBD percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (10 %)
Design Development Phase	Twenty	percent (20 %)
Construction Documents Phase	Thirty-five	percent (35 %)
Procurement Phase	Five	percent (5 %)
Construction Phase	Twenty-three	percent (23 %)
Post Construction Phase	Two percent	(2 %)
Total Basic Compensation	one hundred percent	(100.00 %)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Per Exhibit C

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Architect shall maintain insurance as set forth in "Exhibit A - Consultant's Insurance Requirements." If there are conflicts between requirements in this document and Exhibit A, the most stringent requirement shall apply.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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§ 11.10.1.1 An initial payment of Zero dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

2 % (Two percent)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

This is a Continuing Services contract. Upon issuance of a Task Order by the Owner, the Architect shall issue a fee proposal based upon the Scope of Work identified in the Task Order. The fee proposal shall be based on rates listed in Article 11 of this Agreement, along with any supplemental and/or additional services required by the project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Consultant's Insurance Requirements

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Exhibit B - HCSD Standard Addendum to Agreements
Exhibit C – Hourly Rate Schedule

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

HCSD RFQ# 9009-2506-202

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	PHILIP L. TREZZA, JR., PRINCIPAL *(Printed name, title, and license number if required)*

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HERNANDO COUNTY SCHOOL BOARD
CONSULTANT'S INSURANCE REQUIREMENTS

EXHIBIT A

A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	$1,000,000
Products – Completed Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000
Personal Injury	$1,000,000

The following coverages shall be included in the CGL:

a. Additional Insured status in favor of the Hernando County School Board
b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
   a. Combined Single Limit (each accident): $1,000,000

b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.

2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.

3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
$999,999 and under	$1,000,000	$1,000,000
$1,000,000 to $4,999,999	$1,000,000	$1,000,000
$5,000,000 to $19,999,999	$1,000,000	$2,000,000
$20,000,000 and Above	$2,000,000	$2,000,000

STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD

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

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

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

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

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

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

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

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

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

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

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

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

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

of Chapter 218, Florida Statutes.

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

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

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

20. If the Contractor receives access to an individual s personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

21. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor: PBK ARCHITECTS FLORIDA, INC.

Printed Name: PHILIP L. TREZZA, JR.
Title: PRINCIPAL
Date: AUGUST 28, 2025

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

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: PBK ARCHITECTS FLORIDA, INC.

Vendor FEIN: 59-1430579

Vendor's Authorized Representative Name and Title: PHILIP L. TREZZA, JR, PRINCIPAL

Address: 2714 DR MLK JR ST N

City: ST PETERSBURG State: FL ZIP: 33704

Phone Number: 727-896-4611

Email Address: PHIL.TREZZA@PBK.COM

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: PHILIP L. TREZZA, JR., PRINCIPAL

Date: AUGUST 28, 2025

Approved as to Content & Form
Caroline Mocker, Esq.
Staff Counsel, HCSD
8:46 am, 04/25/2025

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: PHILIP L. TREZZA, JR.

Title: PRINCIPAL

Signature:

Date: AUGUST 28, 2025

Approved as to Content & Form

Caroline Mocker, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

EXHIBIT C

2714 Dr MLK Jr St N
St. Petersburg, FL 33704
Phone: 727-896-4611
License #AR0013140
pbk.com

2025 HOURLY BILLING RATES

PRINCIPAL	$235.00
SR. PROJECT MANAGER	$210.00
SR. PROJECT ARCHITECT	$180.00
PROJECT ARCHITECT	$165.00
ARCHITECT	$160.00
INTERIOR DESIGNER.	$155.00
CONSTRUCTION ADMINISTRATOR	$155.00
PROJECT MANAGER	$155.00
PROJECT DESIGNER/PRODUCTION	$130.00
ADMINISTRATIVE	$100.00

***These rates are in effect from January 1, 2025 to December 31, 2025 and are subject to annual adjustments.

Annual rate increases average 6% per year.***

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of September in the year Two-thousand Twenty-five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Hernando County School District
8016 Mobley Road
Brooksville, FL 34607

and the Architect:
(Name, legal status, address and other information)

Rowe Architects, LLC
100 East Madison Street, Suite 200
Tampa, Florida 33617
813-221-8771
Limited Liability Corporation licensed in the state of Florida

for the following Project:
(Name, location and detailed description)

TBD
Miscellaneous projects on a continuing basis where the estimated construction cost per project does not exceed $7.5 million (except as adjusted annually per FS 287.055; 2; (g); 1.), and other services for which the fee per project does not exceed $500,000.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

TBD

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

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TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

TBD
May include design-bid-build, CM at risk and owner direct purchase. Shall be determined based on the scope of the project and the best interest of HCSD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

John Williams
Manager of Design and Construction
8016 Mobley Rd.
Brooksville, FL 34601
352-797-7050
williams_j@hcsb.k12.fl.us

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD
May include Building/Fire Officials or designee

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

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.2 Civil Engineer:

TBD

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Rick Rowe, AIA, Principal, Design Director
Rowe Architects, LLC
100 East Madison Street, Suite 200
Tampa, Florida 33617
813-221-8771 x 1
Mobile: 813-765-8611

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.12 Other Initial Information on which the Agreement is based:

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User Notes: (68b03dcc85276f6229f9afb7)

This agreement shall be effective for a period of two (2) years with an option to renew for one additional two (2) year period upon written consent of both parties and any approvals subsequently required by the School Board.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and One Million Dollars ($ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than Statutory Minimum ($) each accident, Statutory Minimum ($) each employee, and Statutory Minimum ($) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and One Million Dollars ($ 1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of

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bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

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Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received

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from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the

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Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	TBD
§ 4.1.1.2 Multiple preliminary designs	TBD
§ 4.1.1.3 Measured drawings	TBD
§ 4.1.1.4 Existing facilities surveys	TBD
§ 4.1.1.5 Site evaluation and planning	TBD
§ 4.1.1.6 Building Information Model management responsibilities	TBD
§ 4.1.1.7 Development of Building Information Models for post construction use	TBD
§ 4.1.1.8 Civil engineering	TBD
§ 4.1.1.9 Landscape design	TBD
§ 4.1.1.10 Architectural interior design	TBD
§ 4.1.1.11 Value analysis	TBD
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	TBD
§ 4.1.1.13 On-site project representation	TBD
§ 4.1.1.14 Conformed documents for construction	TBD
§ 4.1.1.15 As-designed record drawings	TBD
§ 4.1.1.16 As-constructed record drawings	TBD
§ 4.1.1.17 Post-occupancy evaluation	TBD
§ 4.1.1.18 Facility support services	TBD

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§ 4.1.1.19 Tenant-related services	TBD
§ 4.1.1.20 Architect's coordination of the Owner's consultants	TBD
§ 4.1.1.21 Telecommunications/data design	TBD
§ 4.1.1.22 Security evaluation and planning	TBD
§ 4.1.1.23 Commissioning	TBD
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	TBD
§ 4.1.1.25 Fast-track design services	TBD
§ 4.1.1.26 Multiple bid packages	TBD
§ 4.1.1.27 Historic preservation	TBD
§ 4.1.1.28 Furniture, furnishings, and equipment design	TBD
§ 4.1.1.29 Other services provided by specialty Consultants	TBD
§ 4.1.1.30 Other Supplemental Services	TBD

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

TBD

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

TBD

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 TBD (TBD) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within TBD ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the

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Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested

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information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to

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transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

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arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with

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any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero Dollars ($0)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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Zero Dollars ($0)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

TBD

.2 Percentage Basis
(Insert percentage value)

TBD ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Total compensation shall not exceed amounts published in the Florida Department of Management Services' Design Professional Fee Guideline.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per Architect's Hourly Rate Schedule in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus TBD percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (10 %)
Design Development Phase	Twenty	percent (20 %)
Construction Documents Phase	Thirty-five	percent (35 %)
Procurement Phase	Five	percent (5 %)
Construction Phase	Twenty-three	percent (23 %)
Post Construction Phase	Two percent	(2 %)
Total Basic Compensation	one hundred percent	(100.00 %)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per Exhibit C

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Architect shall maintain insurance as set forth in "Exhibit A - Consultant's Insurance Requirements." If there are conflicts between requirements in this document and Exhibit A, the most stringent requirement shall apply.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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§ 11.10.1.1 An initial payment of Zero dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

2 % (Two percent)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

This is a Continuing Services contract. Upon issuance of a Task Order by the Owner, the Architect shall issue a fee proposal based upon the Scope of Work identified in the Task Order. The fee proposal shall be based on rates listed in Article 11 of this Agreement, along with any supplemental and/or additional services required by the project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Consultant's Insurance Requirements

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Exhibit B - HCSD Standard Addendum to Agreements
Exhibit C – Hourly Rate Schedule

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

HCSD RFQ# 9009-2506-202

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)* Rick Rowe
(Printed name and title)	*(Printed name, title, and license number if required)* Rick Rowe, President

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A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	$1,000,000
Products – Completed Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000
Personal Injury	$1,000,000

The following coverages shall be included in the CGL:

a. Additional Insured status in favor of the Hernando County School Board
b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
   a. Combined Single Limit (each accident): $1,000,000

b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.

2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.

3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
$999,999 and under	$1,000,000	$1,000,000
$1,000,000 to $4,999,999	$1,000,000	$1,000,000
$5,000,000 to $19,999,999	$1,000,000	$2,000,000
$20,000,000 and Above	$2,000,000	$2,000,000

STANDARD ADDENDUM TO AGREEMENTS WITH THE HERNANDO COUNTY SCHOOL BOARD

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

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

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

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

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

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

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

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

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

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

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

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

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

of Chapter 218, Florida Statutes.

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

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

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

20. If the Contractor receives access to an individual s personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

21. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

Rick Rowe
_____
Printed Name: Rick Rowe
Title: Principal
Date: _____

Approved as to Content & Form

Caroline Mocker, Esq.

Staff Counsel, HCSD

8:55 am, 04/24/2025

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Rowe Architects, LLC

Vendor FEIN: 59-3113831

Vendor's Authorized Representative Name and Title: Rick Rowe, Principal

Address: 100 E. Madison Street, Suite 200

City: Tampa State: Florida ZIP: 33602

Phone Number: 813-221-8771

Email Address: r.rowe@rowearchitects.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Rick Rowe
AUTHORIZED SIGNATURE

Print Name and Title: Rick Rowe, Principal

Date: 9.3.2025

Approved as to Content & Form
Caroline Mocker, Esq.
Staff Counsel, HCSD
8:46 am, 04/25/2025

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Rick Rowe

Title: Principal

Signature: Rick Rowe Date: 9.3.2025

Approved as to Content & Form

Caroline Mocker, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

ROWE ARCHITECTS

EXHIBIT C

Schedule of Hourly Rates

effective January 1, 2025

Architects	Rate
Senior Principal	$250.00
Principal / Senior Historic Preservation Architect	$200.00
Project Manager / Architect / Technical Director	$175.00
Graduate Architect	$110.00
CAD Technician / Designer	$90.00

Administrative	Rate
Business Manager / Marketing Coordinator	$100.00

Average Hourly Rate $150.00

* these rates are effective from January 1, 2025 to December 31, 2025 and are subject to annual adjustments. Annual rate increases average 5% per year.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of September in the year Two-thousand Twenty-five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Hernando County School District
8016 Mobley Road
Brooksville, FL 34607

and the Architect:
(Name, legal status, address and other information)

Zyscovich, LLC
100 N. Biscayne Bld.
Suite 2700
Miami, FL 34609

for the following Project:
(Name, location and detailed description)

TBD
Miscellaneous projects on a continuing basis where the estimated construction cost per project does not exceed $7.5 million (except as adjusted annually per FS 287.055; 2; (g); 1.), and other services for which the fee per project does not exceed $500,000.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

TBD

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

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TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

TBD
May include design-bid-build, CM at risk and owner direct purchase. Shall be determined based on the scope of the project and the best interest of HCSD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

John Williams
Manager of Design and Construction
8016 Mobley Rd.
Brooksville, FL 34601
352-797-7050
williams_j@hcsb.k12.fl.us

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD
May include Building/Fire Officials or designee

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

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.2 Civil Engineer:

TBD

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Alexander Perez
4010 W Boy Scout Blvd.
Suite 360
Tampa, FL 33607

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.12 Other Initial Information on which the Agreement is based:

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This agreement shall be effective for a period of two (2) years with an option to renew for one additional two (2) year period upon written consent of both parties and any approvals subsequently required by the School Board.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and One Million Dollars ($ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than Statutory Minimum ($) each accident, Statutory Minimum ($) each employee, and Statutory Minimum ($) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and One Million Dollars ($ 1,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of

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bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

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Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received

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from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the

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Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	TBD
§ 4.1.1.2 Multiple preliminary designs	TBD
§ 4.1.1.3 Measured drawings	TBD
§ 4.1.1.4 Existing facilities surveys	TBD
§ 4.1.1.5 Site evaluation and planning	TBD
§ 4.1.1.6 Building Information Model management responsibilities	TBD
§ 4.1.1.7 Development of Building Information Models for post construction use	TBD
§ 4.1.1.8 Civil engineering	TBD
§ 4.1.1.9 Landscape design	TBD
§ 4.1.1.10 Architectural interior design	TBD
§ 4.1.1.11 Value analysis	TBD
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	TBD
§ 4.1.1.13 On-site project representation	TBD
§ 4.1.1.14 Conformed documents for construction	TBD
§ 4.1.1.15 As-designed record drawings	TBD
§ 4.1.1.16 As-constructed record drawings	TBD
§ 4.1.1.17 Post-occupancy evaluation	TBD
§ 4.1.1.18 Facility support services	TBD

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§ 4.1.1.19 Tenant-related services	TBD
§ 4.1.1.20 Architect's coordination of the Owner's consultants	TBD
§ 4.1.1.21 Telecommunications/data design	TBD
§ 4.1.1.22 Security evaluation and planning	TBD
§ 4.1.1.23 Commissioning	TBD
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	TBD
§ 4.1.1.25 Fast-track design services	TBD
§ 4.1.1.26 Multiple bid packages	TBD
§ 4.1.1.27 Historic preservation	TBD
§ 4.1.1.28 Furniture, furnishings, and equipment design	TBD
§ 4.1.1.29 Other services provided by specialty Consultants	TBD
§ 4.1.1.30 Other Supplemental Services	TBD

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

TBD

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

TBD

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 TBD (TBD) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within TBD ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the

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Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested

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information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to

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transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

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arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with

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any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero Dollars ($0)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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Zero Dollars ($0)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

TBD

.2 Percentage Basis
(Insert percentage value)

TBD ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Total compensation shall not exceed amounts published in the Florida Department of Management Services' Design Professional Fee Guideline.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per Architect's Hourly Rate Schedule in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus TBD percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15 %)
Design Development Phase	Twenty	percent (20 %)
Construction Documents Phase	Thirty-five	percent (35 %)
Procurement Phase	Five	percent (5 %)
Construction Phase	Twenty-three	percent (23 %)
Post Construction Phase	Two percent	(2 %)
Total Basic Compensation	one hundred percent	(100.00 %)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Per Exhibit C

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Architect shall maintain insurance as set forth in "Exhibit A - Consultant's Insurance Requirements." If there are conflicts between requirements in this document and Exhibit A, the most stringent requirement shall apply.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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§ 11.10.1.1 An initial payment of Zero dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

2 % (Two percent)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

This is a Continuing Services contract. Upon issuance of a Task Order by the Owner, the Architect shall issue a fee proposal based upon the Scope of Work identified in the Task Order. The fee proposal shall be based on rates listed in Article 11 of this Agreement, along with any supplemental and/or additional services required by the project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Consultant's Insurance Requirements

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Exhibit B - HCSD Standard Addendum to Agreements
Exhibit C – Hourly Rate Schedule

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

HCSD RFQ# 9009-2506-202

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	BENJAMIN C. LINKOUS, PE, VP OF EDUCATION *(Printed name, title, and license number if required)*

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A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	$1,000,000
Products – Completed Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000
Personal Injury	$1,000,000

The following coverages shall be included in the CGL:

a. Additional Insured status in favor of the Hernando County School Board
b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
   a. Combined Single Limit (each accident): $1,000,000

b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.

2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.

3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
$999,999 and under	$1,000,000	$1,000,000
$1,000,000 to $4,999,999	$1,000,000	$1,000,000
$5,000,000 to $19,999,999	$1,000,000	$2,000,000
$20,000,000 and Above	$2,000,000	$2,000,000

STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD

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

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

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

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

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

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

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

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

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

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

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

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

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

of Chapter 218, Florida Statutes.

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

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

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

20. If the Contractor receives access to an individual s personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

21. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

Printed Name: Benjamin C. Linkous
Title: Senior Vice President
Date: 09.04.2025

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

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Zyscovich, LLC

Vendor FEIN: 59-2754852

Vendor's Authorized Representative Name and Title: Benjie Linkous, SVP of Education

Address: 100 Biscayne Blvd., 27th Floor

City: Miami State: FL ZIP: 33132

Phone Number: 305-372-5222

Email Address: Zyscovich-accounting@stratusteam.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Benjie Linkous, Senior Vice President of Education

Date: 9/4/2025

Approved as to Content & Form
Caroline Mocker, Esq.
Staff Counsel, HCSD
8:46 am, 04/25/2025

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Benjamin C. Linkous, PE

Title: Senior Vice President

Signature: Date: 09.04.2025

Approved as to Content & Form

Caroline Mocker, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

Exhibit C

2025 Hourly Rate Schedule – Zyscovich Architects

	2025
Chief Executive Officer	$300.00
Executive Vice President/Partner	$275.00
Partner	$275.00
Principal	$250.00
Project Director / Senior Project Manager	$240.00
Project Manager	$225.00
Project Coordinator	$190.00
Designer	$175.00
Jr. Designer	$160.00

N-HOUSE REPRODUCTION CHARGES

Small Format B&W Prints/Copies 8.5 x 11 (each)	$0.20
Small Format B&W Prints/Copies 11 x 17 (each)	$0.25
Small Format Color Prints/Copies 8.5 x 11 (each)	$0.60
Small Format Color Prints/Copies 11 x 17 (each)	$1.25
Large Format B&W Plotting/Printing (per Sq. Ft.)	$0.55
Large Format Color Plotting/Printing (per Sq. Ft.)	$2.50

ELECTRONIC FILE REPRODUCTION

Compact Disk (CD)	$100.00

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

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

A. Item Currently Budgeted -

Account Name: Various Capital Funds

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
3XXXE	7400	6XXX	MXXXX		

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 500,000.00		$ 0.00		$ 0.00		$ 500,000.00		$ 500,000.00		$ 0.00

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

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

Prior Year Approved Budget: $ 500,000.00

Prior Year Actual Spent: $ 500,000.00

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

Hernando School District

School Board Regular Meeting

Agenda Item # 23. 26-3304 9/23/2025

Title and Board Action Requested

Approval of Resolution No. R26-005 of the Hernando County School Board to Participate in the Small School District Council Consortium and Authorize a Purchase Order to Pay the Annual Dues of $3,250.00

Executive Summary

The Director of Communications, on behalf of the Superintendent of Schools, hereby requests the Board approve Resolution Number R26-005 of the Hernando County School Board to participate in the Small School District Council Consortium (SSDCC) and authorize a purchase order to pay the annual dues of $3,250.00.

My Contact

Aaron Ellerman
Director of Communications
352-797-7009 ext. 129

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.

Resolution No. R26-005
Affirming Participation in the
Small School District Council Consortium

WHEREAS, *the Hernando County School Board believes there is a need to have educational information, interpretation, and consultation on issues relating to small and rural communities that is not independently available, and*

WHEREAS, *the cost of providing such services independently for the School Board would make the cost prohibitive, and*

WHEREAS*, the needed services are provided through the Small School District Council Consortium, and*

WHEREAS, *the Hernando County School District has participated in the consortium in previous years by official action of the Board and payment of the annual fee,*

NOW THEREFORE BE IT RESOLVED *that the Hernando County School Board authorizes the participation in the Small School District Council Consortium for fiscal year 25-26 and as such agrees to pay $3,250.00 to the designated Fiscal Agent upon invoice for participation fees.*

BE IT FURTHER RESOLVED *that this resolution shall authorize the Hernando County School District participation in the SSDCC in future years contingent upon the approval of the SSDCC Annual Invoice for Participation Fees as part of a regularly scheduled School Board meeting.*

BE IT FURTHER RESOLVED *that the SSDCC Fiscal Agent shall be the contracting agent for the employment and payment of consulting services and associated program costs.*

Adopted by the Hernando County School Board in Regular Session at Brooksville, Florida on the 23rd day of September 2025.

_____	_____
Shannon Rodriguez	*Ray Pinder*
Board Chair	*Superintendent*

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

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

A. Item Currently Budgeted -

Account Name: Millage - Dues and Fees

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
1120	6200	7300	9153	00108	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 3,250.00	$	$	$ 3,250.00	$ 3,250.00	$ 0.00

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

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

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

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

Prior Year Approved Budget: $ 3,250.00

Prior Year Actual Spent: $ 3,250.00

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

Agenda Item # 24. 26-3305 9/23/2025

Title and Board Action Requested
Approve the renewal of the piggyback of Choice Partners, Contract No. 22/053KN-03: Custodial Supplies & Services, awarded to Buckeye Cleaning Center of Tampa and approve the purchase of goods for an estimated annual spending of $98,413.04.

Executive Summary
The Director of Purchasing and Warehousing, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of the piggyback of Choice Partners, Contract No. 22/053KN-03: Custodial Supplies & Services for the purchase of all varieties of custodial and janitorial supplies, used district-wide and authorize spending for an estimated annual amount of $98,413.04.

This contract is utilized to stock the School Distribution Center (SCD) with custodial goods and supplies to be ordered and consumed by schools and sites district-wide.

HCSB Bid No. 25-485-16 PB RN has been assigned for internal tracking purposes.

My Contact
Christopher Reckner
Director of Purchasing & Warehousing
(352) 797-7060

2023-28 Strategic Focus Area
Priority 5: Fiscal Transparency and Capital Planning

Financial Impact
See attached budget sheet.

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

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: September 23, 2025

Bid No. 25-485-16 PB RN

Bid Title: Custodial Supplies & Services

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☒Renewal of Contract	☐Sole/Single Source	☐Re-Award (Partial/Whole)
☐Contract Termination	☐Amendments to Contract	☐Extension of Contract	☐Emergency
☐Reversed Auction	☒Piggyback Cooperative	☐Responsive/Responsible Bidders	

Bid Contract Period: 09/23/2025 through 09/20/2026 ☐ N/A – One Time Purchase

Contract Type: ☐ Estimated Dollar Amount | ☐ Firm, Fixed Dollar Amount | ☐ Firm, Fixed Unit Prices | ☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term (month)	☒ Length of Each Term (year)	☐ None
1		1	

Rationale/Reason: Renewal of the Piggyback of Choice Partners, Contract No. 22/053KN-03: Custodial Supplies & Services, awarded to Buckeye International Center for the purchases of all varieties of custodial/janitorial supplies. HCSB Bid #25-485-16 PB RN has been assigned for internal tracking purposes.

Bidders Electronically Downloaded From Bidnet Direct Website:	Bids Received:	No Bids:	Late Bids:	Rejected Bids:	☒ N/A – Bids Not Required:
N/A					Piggyback Renewal

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): SDC - District Wide

Recommended award: (See attached)

T/C CODE: 2516

Buckeye Cleaning Center Tampa

Ryan Leffler
(813) 857-6125
rleffler@buckeyeinternational.com

Matthew King
(813) 240-0350
mking@buckeyeinternational.com

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

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

A. Item Currently Budgeted -

Account Name: 2025-2026 General Fund/Operation of Plant/Various/County-wide Custodial

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	4410/1100e	5100/7900	5100	Various	M235/40100	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 125,000.00		$		$ 26,586.96		$ 98,413.04		$ 98,413.04		$ 0

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: $ 125,000.00

Prior Year Actual Spent: $ $66,088.30

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

Agenda Item # 25. 26-3316 9/23/2025

Title and Board Action Requested
Approve the piggyback of Florida Buy State Cooperative Purchasing, Contract No. 24-135: Audio Visual Integration, awarded to Audio Enhancement and authorize the purchase of Clear Connect translation devices for an estimated $57,647.00.

Executive Summary
The Supervisor of Instructional Technology on behalf of the Superintendent of Schools, hereby requests the Board approve the piggyback of Florida Buy State Cooperative Purchasing, Contract No. 24-135: Audio Visual Integration, awarded to Audio Enhancement and authorize the purchase of Clear Connect translation devices for an estimated $57,647.00. This includes classroom equipment (100 devices), software licensing and training.

HCSB Bid No. 26-880-19 PB has been assigned for internal tracking purposes.

My Contact
Jesse Diaz
Supervisor of Instructional Technology
352-797-7000
diaz_j@hcsb.k12.fl.us

Magen Schlecter
Director of Federal Programs
352-797-7000
schlechter_m@hcsb.k12.fl.us

2023-28 Strategic Focus Area
Priority 1: Student Success

Financial Impact
See attached budget sheet.

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

Prepared For Hernando County SD - Clear Bridge,
Hernando Co School District
Proposal ID# 139575
SAP Quote# 108315
August 28, 2025

SOLUTIONS PROPOSAL

Dear Hernando Co School District,

I want to personally thank you for inviting us to submit a proposal to Hernando Co School District!

When my mother, Claudia Anderson, founded Audio Enhancement over 40 years ago, we never imagined the impact our services would have on education today. Through customer feedback, we have grown from offering classroom audio solutions to providing district-wide communication and safety technology. We have impacted over 4,500 districts, 43,000 schools, and over 1,300,000 classrooms across the world. We are excited for the opportunity to help you!

Our team focuses on hiring employees with a passion to make a difference in education. We look forward to developing a deeper partnership with Hernando Co School District through building friendship and trust during the ongoing stages of your project.

It is our pleasure to submit this proposal to Hernando Co School District. As with all proposals, revisions can be made at any time.

We look forward to your response and are available to answer any questions during the review process.

From all of us here at Audio Enhancement, thank you!

Sincerely yours,

Jeff Anderson
Audio Enhancement, CEO

Notice of Confidentiality: The contents of this proposal are intended solely for the use of the addressee and their organization and contains confidential and/or privileged information and may not be disclosed to any other party without written authorization from Audio Enhancement Inc.

COMPANY HISTORY

Making a Difference In Education

For more than forty years, Audio Enhancement® has served the schools throughout the United States, providing both classroom audio enhancement systems as well as integration services for classroom technology. Audio Enhancement is headquartered in Utah, and has facilities in Georgia and Florida.

Audio Enhancement was founded in 1978 by Claudia Anderson around the simple idea that "learning begins with hearing." Having two hearing impaired children; the first Audio Enhancement systems were designed specifically for the hearing impaired. Early in our history, technological advancements made it possible to also provide whole classroom sound systems, benefiting all students. Audio Enhancement has been the innovator and leader in this field.

By 2004, it was clear that classroom audio enhancement systems were a key part of the overall technology landscape in the classroom. Based on our high level of support, outstanding customer service, and training that was provided for the audio systems, several school districts came to us and requested that we expand our product offerings. Based on these requests, we undertook an initiative to increase our capabilities in order to provide a complete integrated technology package for the classroom. These offerings include display devices, control, video/audio playback devices and interactive technologies. By utilizing the principles developed over thirty years of providing classroom audio systems to the schools, we were able to provide both technical integration, teacher in-servicing, training, and professional development to help the schools ensure the success of their technology goals.

Moving the company forward, in 2008, Audio Enhancement was incorporated: Jeff Anderson, President and CEO, Jennifer Crum, CFO, Jeremy Anderson, CAO, and Justin Anderson, COO. Today, the Audio Enhancement product line improves student achievement, decreases teacher vocal fatigue and absenteeism, and creates positive student behavior. Audio Enhancement systems also increase focus and attention and supports classroom management.

AUDIO ENHANCEMENT +
Est. 1978

The Anderson Family

PRICING PROPOSAL

AUDIO ENHANCEMENT + Est. 1978

Quote 108315

Pricing Valid for 90 Days - November 26, 2025

Hernando Co School District - Hernando County SD - Clear Bridge

Purchasing Cooperative PAEC Florida Buy used for this project.

Classroom Equipment		$34,830.00
Software Licensing		$18,895.00
Training		$2,500.00
	Taxes	$0.00
	Shipping	$1,422.00
Hernando Co School District Price		$57,647.00

By sending in a Purchase Order in response to this proposal, the customer is agreeing to the Audio Enhancement terms and conditions which can be viewed at Audioenhancement.com/terms.

Audio Enhancement will invoice equipment at the time of shipment with payment due within terms. Services completed by Audio Enhancement will be invoiced upon substantial completion with payment due within terms.

If there are any questions about this process, please reach out to our Receivables Team – receivables@audionhancement.com

******Audio Enhancement will not be responsible for removal of existing equipment and cabling.******

DETAILED BILL OF MATERIALS

AUDIO ENHANCEMENT + Est. 1978

Quote 108315

BoM 1

Part#	Product Name	Qty	Unit Price	Total
	Category : Classroom Equipment			
	Miscellaneous			
XD-1500	XD Clear Bridge	100	$348.30	$34,830.00
	Category : Software Licensing			
	Miscellaneous			
NE-3016	CLEAR Connect Yearly User Subscription (75+ Users)	100	$89.00	$8,900.00
NE-3015	CLEAR Connect Yearly District Server Subscription	1	$9,995.00	$9,995.00
	Category : Training			
	Miscellaneous			
SE-0089	Clear Connect Professional Development	1	$2,500.00	$2,500.00

STATEMENT OF FEATURES

Project Information

Project Summary *

FL, Hernando Co School District, Hernando County SD - Clear Bridge

Request design team to design your school? *

No

Would you like Design to Review your project after it has been designed?

No

Will this project be using a Contract? *

Yes

Will Audio Enhancement be Installing? *

No

Site Status at Any Point During Implementation *

None of the above

Are there any drawings or specifications we are required to meet for this project? *

No

Are we reusing existing intercom speakers?

No

Will Audio Enhancement be Commissioning?

No

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: September 23, 2025

Bid No. 26-880-19 PB **Bid Title:** Audio Visual Integration

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole/Single Source	☐Re-Award (Partial/Whole)
☐Contract Termination	☐Amendments to Contract	☐Extension of Contract	☐Emergency
☐Reversed Auction	☒Piggyback: Cooperative	☐Responsive/Responsible Bidders	

Bid Contract Period: 09/23/2025 through 02/28/2025 ☐ N/A – One Time Purchase

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term (month)	☒ Length of Each Term (year)	☐ None
2		1	

Rationale/Reason: Piggyback the Florida Buy State Cooperative Purchasing, Washington County School District, Contract No. 24-135: Audio Visual Integration, awarded to Audio Enhancement. HCSB Bid No. 26-880-19 PB has been assigned for internal tracking purposes.

Bidders Electronically Downloaded From Bidnet Direct Website:	**Bids Received:**	**No Bids:**	**Late Bids:**	**Rejected Bids:**	☒ **N/A – Bids Not Required:** Piggyback

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Jesse Diaz
Supervisor of Instructional Technology

Department(s): Instructional Technology

Magen Schlecter
Director of Federal Programs

Department(s): Federal Programs

Recommended award: (See attached)

T/C CODE: 2619

Awarded Vendor:

Audio Enhancement
Daniela Mitchell
407-733-3733
Daniela.mitchell@audioenhancement.com

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

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

A. Item Currently Budgeted -

Account Name: Millage

Account Number: 1120E (Fund) | 5100 (Function) | 6410 (Object) | 9001 (Cost Center) | 00108 (Project) | (Sub Project)

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 36,252.00	$	$	$ 36,252.00	$ 36,252.00	$ 0

Account Name: Millage

Account Number: 1120E (Fund) | 5100 (Function) | 3690 (Object) | 9001 (Cost Center) | 00108 (Project) | (Sub Project)

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 33,107.50	$	$ 14,212.50	$ 18,895.00	$ 18,895.00	$ 0

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****

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

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

A. Item Currently Budgeted -

Account Name: Millage

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1120E	5100	3100	9001	00108	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 75,058.83	$	$ 66,350.50	$ 8,708.33	$ 2,500.00	$ 6,208.33

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

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

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

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

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

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

Hernando School District

School Board Regular Meeting

Agenda Item # 26. 26-3324 9/23/2025

Title and Board Action Requested
Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Executive Summary
Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to other Hernando County School issues on which the School Board customarily takes actions.

My Contact
Ray Pinder
Superintendent of Schools

2023-28 Strategic Focus Area
Other

Financial Impact
There is no financial impact.

NON-AGENDA ITEM COMMENT FORM FOR SPEAKERS

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

LEGAL NAME/**PRINTED**: _____

LEGAL ADDRESS: _____

PHONE: (_____) _____

Identify topics **not** included on the agenda. Topics need to address educational concerns.

TOPIC: _____

_____

_____

Guidelines:

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

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

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

Signature of speaker: _____

Chairperson's Approval of form: _____

FOR OFFICE USE ONLY:

Date Received: _____

Time Received: _____

Revised: March 2024
PINK SPEAKER FORM

Hernando County School Board
CODE OF CIVILITY

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

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

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

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

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