



# Hernando School District

## School Board Workshop

### Agenda - Final

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Tuesday, March 24, 2026

2:00 PM

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

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#### CALL TO ORDER

#### PRESENTATIONS

1. [26-3638](#) Student Safety Presentation Titled Traffic Stops & Teen Drivers - Staying Safe, Smart, and In-Control by Assistant State Attorney D. Robert Lewis of the Office of the State Attorney, Fifth Judicial Circuit

**Attachments:** [Young Driver Presentation](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

2. [26-3587](#) Presentation of Sunrise School Site Update, by Brian Ragan, Director of Facilities & Construction, and Jim Lipsey, School Planner.

**Attachments:** [26-3587 Sunrise School Site Update PRESENTATION.pdf](#)  
[26-3587 Sunrise Property Access License Agreement DRAFT.pdf](#)  
[26-3587 Budget Sheet NO Financial Impact](#)

3. [26-3647](#) Review and Tentative Approval of Neola Policy 5517 Anti-Harassment.

**Attachments:** [po5517 Anti-Harassment](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

4. [26-3571](#) Review and Tentative Approval of Neola Policy - 5460 Graduation Requirements.

**Attachments:** [Revised policy 5460 Graduation Requirements](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

#### GENERAL COUNSEL

#### ADDENDUM ITEMS

#### GOOD OF THE ORDER/BOARD DISCUSSION

School Board Comments

**ADJOURNMENT**

The next School Board Meetings are scheduled for April 14, 2026:

1:00 PM - Informal Meeting

2:00 PM - Workshop

6:00 PM - Regular Meeting

**Mission Statement**

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

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# Hernando School District

## School Board Workshop

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**Agenda Item # 1. 26-3638**

3/24/2026

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**Title and Board Action Requested**

Student Safety Presentation Titled *Traffic Stops & Teen Drivers - Staying Safe, Smart, and In-Control* by Assistant State Attorney D. Robert Lewis of the Office of the State Attorney, Fifth Judicial Circuit

**Executive Summary**

The Director of Secondary Programs and Curriculum, on behalf of the Superintendent of Schools, hereby requests the Board to review and approve the delivery of a student safety presentation titled *Traffic Stops & Teen Drivers - Staying Safe, Smart, and In-Control* by Assistant State Attorney D. Robert Lewis of the Office of the State Attorney, Fifth Judicial Circuit.

This presentation is designed to provide high school students with practical, real-world guidance on how to safely, respectfully, and lawfully navigate traffic stops. The program emphasizes de-escalation, responsible decision-making, and effective communication with law enforcement officers, as well as students' legal rights and responsibilities during traffic stops. Mr. Lewis serves as the Traffic Homicide Prosecutor for Hernando County and brings decades of experience prosecuting serious felony, homicide, and traffic fatality cases. The content is framed as not anti-police and not pro-police, but pro-safety for all parties involved.

The presentation supports the District's student safety, civic awareness, and behavioral education goals by promoting lawful conduct, respectful communication, and risk-reduction strategies for teen drivers. This initiative is particularly relevant for high school students who are current or emerging drivers and aligns with District priorities related to student well-being and community safety. There is no financial impact to Hernando County Schools.

**My Contact**

Dr. John Morris  
Director of Secondary Programs and Curriculum  
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.

# Traffic Stops & Teen Drivers: Staying Safe, Smart, and In- Control

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Presented by:

D. Robert Lewis

Assistant State Attorney

# Who am I and why should you care?

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- D. Robert Lewis – Homicide prosecutor from the State Attorney's Office
- Prosecuted thousands of serious felonies, hundreds of homicide cases
- Prosecute ALL of Hernando County's Traffic Homicide cases
- I've seen every conceivable traffic stop and seen every way they can go wrong
- ALMOST 100% OF INJURIES AND DEATHS AT TRAFFIC STOPS WERE PREVENTABLE

State v. William McNeil  
Video 1



# What do we see?

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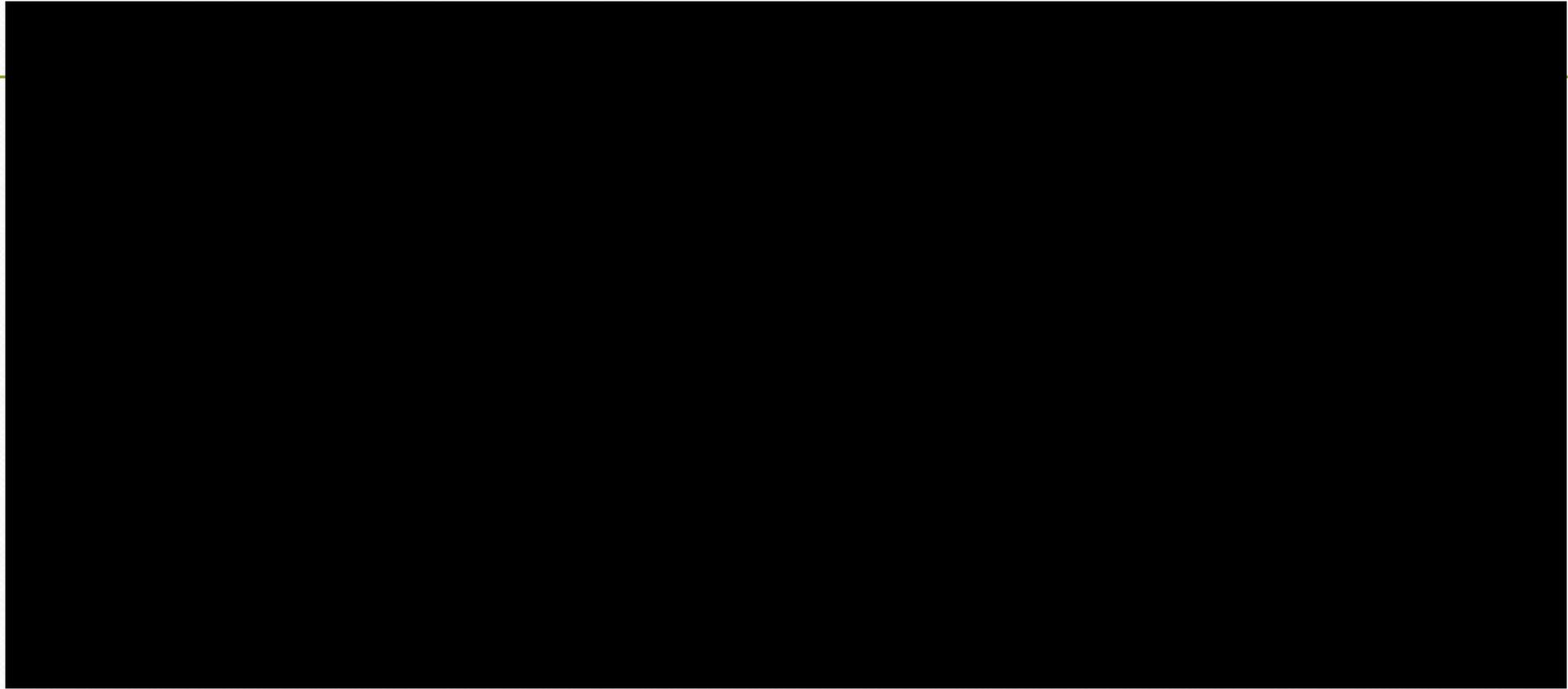
- “Why did you pull me over?”
- “Can you pull up that law?”
- “Can you get a supervisor?”
- Broken window...
- PUNCH!

## Video 1

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Who thinks that the cop acted improperly?

State v. William McNeil  
Video 2



# What do we see?

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- McNeil: “Is there a reason you pulled me over?”
- Officer: “Inclement weather and you don’t have your lights on and you’re not wearing a seatbelt”
- McNeil: “It’s light out, it’s not raining
- Officer: “I’m not arguing with you. I’m telling you why I’m pulling you over. Driver’s license and registration, please”

# What do we see?

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- McNeil: “No! Call your supervisor (Two times)
- McNeil: “Why did you pull me over (Three times)
- Officer: “Step out of the vehicle”
- McNeil: “No!”
- Officer: “Step out of the vehicle
- McNeil: “Slams door”

## What do we see?

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- Officer: “Open the door and exit or we are going to break the window” (Three times)
- McNeil: “No!” (Three times)

## Video 2

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Who thinks that the cop acted improperly?

What could the Officer have done differently?

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- **NOT PUNCHING THE DRIVER!**
- Anything else?

# What could McNeil have done differently?

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- Complied with license and registration
- Be assertive, but not argumentative
- Not shutting the door and locking the car

(McNeil was going to take the ride and he knew it.)

# Why are you here today?

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- Not anti-police
- Not pro-police
- **Pro-safety** – for both the driver *and* the officer
- Focused on **real-world, practical advice** to keep everyone safe
- Based on decades of experience prosecuting serious crimes, homicides, and traffic fatalities

# Why Traffic Stops Matter

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- Officers never know whether they are stopping:
- A distracted teen late for school
- A person with a suspended license
- Someone fleeing a crime
- Someone armed, intoxicated, or panicked
- From the officer's perspective, **every stop has unknown risks.**

# What gives you the right?!!

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A law-enforcement officer in Florida has the legal authority to conduct a traffic stop when they have **reasonable suspicion or probable cause** that a traffic law or other law has been violated, as authorized under **Florida Statutes (Chs. 316 & 901)**, the **Florida Constitution**, and the **Fourth Amendment** to the U.S. Constitution.



# The Supreme what?



- **Whren v. United States (U.S. Supreme Court, 1996)** – Officers may stop a vehicle if they observe any traffic violation, no matter how minor.
- **State v. Donaldson (Fla. Supreme Court, 2001)**
  - – Reinforced that a traffic stop in Florida must be based on a reasonable, articulable suspicion of a violation.

# This can't happen to me

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- Antwon Rose (2018, Pennsylvania)
- A 17-year-old, **Antwon Rose**, was a *passenger* in a car that was stopped by police in East Pittsburgh. [CBS News](#)
- According to reports, when officers detained the driver, Rose and another passenger fled on foot. [CBS News](#)
- An officer shot Rose three times; he later died. [CBS News](#)
- Although guns were subsequently recovered in the vehicle, Rose himself was unarmed at the time he fled. [CBS News+1](#)

# This can't happen to me

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## Jordan Edwards (2017, Texas)

- Jordan Edwards was 15 years old.
- He was shot and killed by a Balch Springs, Texas, police officer while riding in a car during a traffic stop.
- Notably, he was *unarmed* and in the process of the vehicle *pulling away*.

# This can't happen to me

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- **17-Year-Old Shot by Texas DPS Trooper (2025, Texas)**
- More recently, in January 2025, a **17-year-old** was shot by a Texas Department of Public Safety trooper during a traffic stop. [KPRC](#)
- According to authorities, after the teen was ordered out of the car, the trooper said he saw a sudden motion toward the teen's waistband and fired. [KPRC](#)
- The teen was hospitalized but was reported to be alive and talking after the incident. [KPRC](#)

## Real-Life Examples – When Routine Stops Went Wrong

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- **Broken Tail Light → Driver Panic**
- A Florida teen reached quickly into his glovebox for registration.
- Officer misinterpreted the rapid movement.
- Tense, escalated moment until hands were visible again.  
*Lesson: fast, unexplained movements create fear on both sides.*

## Real-Life Examples – When Routine Stops Went Wrong

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- **Speeding Stop → Hidden Weapon**
- In a “simple speeding” stop, an officer spotted a handgun on the passenger floor.
- Driver failed to mention it; officer became defensive and escalated commands.

*Lesson: Unexpected surprises heighten danger.*

## Real-Life Examples – When Routine Stops Went Wrong

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- **Failure to Pull Over Immediately**
- A teen drove a full mile trying to “find a safe parking lot,” causing the officer to think they were fleeing.

*Lesson: Delay can create suspicion—acknowledge the officer with hazard lights if driving to a safer area.*

## Real-Life Examples – When Routine Stops Went Wrong

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- **Driver Arguing Instead of Complying**
- A stop for loud music escalated when the driver argued about “knowing his rights.”
- Refusal to keep hands visible led to the driver being temporarily detained.

*Lesson: Rights can be asserted politely without escalating.*

# What's Going Through an Officer's Mind

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- Officers are trained to consider:
- Visibility of hands – most important safety factor
- Number of passengers
- Any sudden movements
- Vehicle behavior before stopping
- Odors (alcohol, marijuana, smoke)
- Driver behavior (nervousness, reaching, refusal to roll window down)
- Location and lighting

# What You Should Do Immediately When Pulled Over

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- Acknowledge the officer
- Turn on hazard lights if you need to move to a safer, well-lit location.
- Pull to the right and stop safely.
- Turn off the engine.
- Roll down the window.
- Turn off music.
- Keep hands visible on the steering wheel.
- At night: turn on the interior light.

# Where Hands Should Be During a Traffic Stop

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- **Both hands on top of the steering wheel**  
where the officer can clearly see them
- Passengers: hands visible on laps
- If document retrieval is needed, say:
- “Officer, my registration is in the glovebox—may I reach for it?”
- Wait for the officer’s approval before moving.

## How to Speak to Law Enforcement— Polite but Assertive

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- “Good evening, officer.”
- “May I reach for my license now?”
- “I would like to remain polite, but I’m nervous—  
can you walk me through what you need?”

## How to Speak to Law Enforcement— Polite but Assertive

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- “I am choosing not to answer questions without a parent present.”
- “I do not consent to a search.”  
(if asked—this is lawful and not disrespectful)

# What NOT to Do

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- **Don't reach suddenly for anything**
- Don't argue roadside
- Don't exit the vehicle unless instructed
- Don't conceal or hide items
- Don't make jokes about weapons or drugs
- Don't record aggressively (recording is legal, but be obvious and calm)

# When an Officer May Search a Vehicle (Without Consent)

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- **Probable Cause Exists**
- Examples:
  - Smell of marijuana or strong alcohol
  - Visible contraband (bottle, pipe, firearm)
  - Drug residue seen on seats
  - Admissions by the driver (“There’s weed in the car”)

# When an Officer May Search a Vehicle (Without Consent)

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## **Arrest of the Driver**

If the driver is arrested, officers may search within reach of the driver (the “passenger compartment” in many situations).

## **“Inventory Search” After Impound**

If the vehicle must be towed, officers may inventory its contents.

## **Safety Check (“Protective Sweep”)**

If an officer reasonably believes there may be a weapon within reach.

# Consent Searches

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- If the officer asks:
- “Do you mind if I search your vehicle?”
- The driver has the absolute right to say:
- **“I do not consent to a search.”**
- This cannot be held against the driver.  
It also cannot be used as probable cause.

# Drug-Sniffing K9s – What the Law Allows

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- **K9s May Walk Around the Car During a Lawful Traffic Stop**
- Officers can conduct a “free air sniff” around the exterior of the car.
- They cannot unreasonably prolong the stop just to wait for a K9 unit.
- **If the Dog Alerts**
- An alert from a trained K9 **does provide probable cause** to search the vehicle.

# Drug-Sniffing K9s – What the Law Allows

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- **The Officer Does NOT Need:**
  - A warrant
  - The driver's consent
  - A specific suspicion other than the alert

# What to Do If You Disagree With the Officer

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- Stay calm
- Comply with orders
- Do NOT argue law on the roadside
- Ask politely for clarification
- Save disagreements for court, not the shoulder of the highway

## What to Do If You Disagree With the Officer

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“Officer, I want to comply with all lawful instructions. I do not consent to a search, but I will not interfere.”

# Things You Need to Remember

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- Lack of experience = increased nervousness
- Peer passengers often escalate tension
- Social media posting during stops can distract or inflame
- Recognize the seriousness of body language and tone

# Final Safety Tips

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- Always carry license, registration, proof of insurance
- Keep documents in an easy-to-reach location
- Practice retrieval calmly
- Stay respectful even if you feel wronged
- Record the encounter if you wish, but calmly
- Call a parent if needed

# Why This Matters

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- Safer interactions
- Fewer misunderstandings
- Protects the driver's rights
- Helps officers do their job safely
- Reduces the risk of tragic outcomes

**D. Robert Lewis**  
**Assistant State Attorney**

**Felony Division Docket Manager**  
**Homicide Division**

**William M. Gladson, State Attorney**  
**Office of the State Attorney, Fifth Judicial Circuit**  
**(352) 540-6484 office**  
**(813) 505-7841 mobile**  
**Dlewis@SAO5.org**



<b>A. Item Currently Budgeted -</b>													
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			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

<b>B. Item Currently Not Budgeted -**</b>													
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>B. Item Currently Not Budgeted -**</b>													
Funding Source													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

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

<b>C. History</b>	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

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



# Hernando School District

## School Board Workshop

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**Agenda Item # 2. 26-3587**

3/24/2026

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**Title and Board Action Requested**

Presentation of Sunrise School Site Update, by Brian Ragan, Director of Facilities & Construction, and Jim Lipsey, School Planner.

**Executive Summary**

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the review the presentation of Sunrise School Site, by Brian Ragan, Director of Facilities & Construction, and Jim Lipsey, School Planner.

**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.



# HERNANDO SCHOOL DISTRICT

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## Sunrise School Site Update

Presented by:

Brian Ragan, Director of Facilities & Construction  
Jim Lipsey, School Planner

March 24, 2026

Agenda Item 26-3587

# Sunrise School Site Timeline

## Part I

- 03-25-2026 Negotiate Property Access License Agreement (*Slide 4*)
- 04-28-2026 Approve Agreement & Commence Due Diligence  
*Goal: 120 days (08-25-2026)*
- Obtain Survey & Legal Desc. (*1-2 weeks*)
  - Title Review (*1-2 weeks*)
  - Appraisal (*3-6 weeks*)
  - Phase 1 ESA (*3-6 weeks*)
  - Land Use, Zoning, and Regulatory Review (*2-4 weeks*)
- 08-05-2026 Wrap Up Due Diligence
- 08-25-2026 School Board Workshop
- Review and discussion of findings
  - Consensus on whether to accept or decline site



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Slide 2

# Sunrise School Site Timeline

## Part II

### TO DECLINE SCHOOL SITE

- 08-26-2026 Prepare declination letter
- 09-22-2026 School Board Meeting
  - Approve & sign declination letter

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### TO ACCEPT SCHOOL SITE *Closing deadline per Settlement Agreement: 12-31-2026*

- 08-26-2026 Prepare acceptance letter
- 09-02-2026 Negotiate “Transfer Agreement” (2-4 weeks)
- 09-22-2026 School Board Meeting
  - Approve & sign acceptance letter
- 10-20-2026 School Board Meeting
  - Approve/Sign “Transfer Agreement”
- 10-21-2026 Final title review & document preparation (1-3 weeks)
- 11-11-2026 Closing (1 week)



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Slide 3

# Sunrise Property Access License Agreement

## PROPERTY ACCESS LICENSE AGREEMENT

This **PROPERTY ACCESS LICENSE AGREEMENT** ("License") is made and entered into as of the Effective Date (as defined below) by and between, by and between MAK Family Partnership, Ltd., a Florida limited partnership, TBF Partners, Ltd., a Texas limited partnership, TBF Partners II, LLC, a Florida limited liability company, Robert A. Buckner, as Trustee under that certain Trust Agreement dated March 9, 1989, Robert A. Buckner, individually, Sharon P. McKethan, individually, Haley Dowlen, as Personal Representative of the Estate of John Hale McKethan, whose address is c/o James H. Kimbrough, Jr., P.O. Box 1, Brooksville, FL 34605-0001, Robert A. Buckner, William M. Buckner and James C. Buckner, as Co-Trustees of the Robert C. Buckner Trust, James C. Buckner, individually, and Robert A. Buckner, James C. Buckner and William M. Buckner, as Co-Trustees of the Celia M. Buckner Trust u/a dtd 1/16/03, as amended, and J. Thomas Bronson, as Personal Representative of the Estate of T.E. Bronson, as their interests may appear of record, (hereinafter referred to individually as the "Owner" or collectively as the "Owners"), and the School Board Of Hernando County, Florida, a body corporate of the State of Florida (hereinafter referred to as the "School Board") ("Licensee"), The School Board and the Owner are sometimes referred to herein collectively as the "Parties" and individually as "Party."

## RECITALS:

WHEREAS, the Owners own certain property situated in Hernando County, Florida, as depicted in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Licensee is deciding whether to purchase the Property for development of a public school; and

WHEREAS, Licensee has requested access to conduct certain due diligence over the proposed location and obtain certain information from the Owners to that end; and

WHEREAS, the Parties hereby acknowledge and agree that this License shall be effective as of the last date on which the School Board or Owner executes this License ("Effective Date").

## WITNESSETH:

In consideration of the mutual covenants and agreements herein set forth, Owner and Licensee agree and covenant as follows.

Owner, subject to the terms and conditions set forth herein, hereby grants the right and license to Licensee and its employees, contractors, subcontractors and agents (herein collectively also known as "Licensee") to enter upon the Property in connection with the work it is doing for due diligence in support of its use negotiations to include survey, Geotech, and environmental analysis, in accordance with all laws, codes, ordinances and all rules and regulations and requirements of authorities having jurisdiction over the Property (the "License").

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- Requested by School Board / Granted by Owner(s)
- Provides copies of any existing documents, such as:
  - Survey / Geotech / Wetland Reports
  - Environmental Audit
  - Title Commitment
- Allows School Board (or its agents) to enter the property to conduct any new due diligence work
- School Board's agents to have liability & auto insurance
- School Board to indemnify and hold harmless Owner(s)
- Expires in 120-days
  - One 90-day extension, if needed



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SCHOOL DISTRICT**

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Slide 4

# Sunrise School Site Task Checklist

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- Facilities & Finance to discuss setting up impact fee escrow account for Metro Development Group (MDG)
- Request accounting of all impact fees paid to date by MGD since 12/1/2024 (per Settlement Agreement)
- Ascertain whether a Letter of Interest is needed
- Create Impact Fee Credit Voucher & Redemption Ledger for Sunrise
- Compare statutes/ordinances governing expenditure of prop share mitigation payments v. impact fees
- Research availability and cost of other East County sites
- Formulate recommendation to accept/decline Sunrise site





**HERNANDO**  
**SCHOOL DISTRICT**

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Learn it. Love it. Live it.

**PROPERTY ACCESS LICENSE AGREEMENT**

This **PROPERTY ACCESS LICENSE AGREEMENT** (“License”) is made and entered into as of the Effective Date (as defined below) by and between , by and between MAK Family Partnership, Ltd., a Florida limited partnership, TBF Partners, Ltd., a Texas limited partnership, TBF Partners II, LLC, a Florida limited liability company, Robert A. Buckner, as Trustee under that certain Trust Agreement dated March 9, 1989, Robert A. Buckner, individually, Sharon P. McKethan, individually, Haley Dowlen, as Personal Representative of the Estate of John Hale McKethan, whose address is c/o James H. Kimbrough, Jr., P.O. Box 1, Brooksville, Fl 34605-0001, Robert A. Buckner, William M. Buckner and James C. Buckner, as Co-Trustees of the Robert C. Buckner Trust, James C. Buckner, individually, and Robert A. Buckner, James C. Buckner and William M. Buckner, as Co-Trustees of the Celia M. Buckner Trust u/t/a dtd 1/16/03, as amended, and J. Thomas Bronson, as Personal Representative of the Estate of T.E. Bronson, as their interests may appear of record, (hereinafter referred to individually as the “Owner” or collectively as the “Owners”), and the School Board Of Hernando County, Florida, a body corporate of the State of Florida (hereinafter referred to as the “School Board”) (“Licensee”). The School Board and the Owner are sometimes referred to herein collectively as the “Parties” and individually as “Party.”

**RECITALS:**

WHEREAS, the Owners own certain property situated in Hernando County, Florida, as depicted in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Licensee is deciding whether to purchase the Property for development of a public school; and

WHEREAS, Licensee has requested access to conduct certain due diligence over the proposed location and obtain certain information from the Owners to that end; and

WHEREAS, the Parties hereby acknowledge and agree that this License shall be effective as of the last date on which the School Board or Owner executes this License (“Effective Date”).

**W I T N E S S E T H :**

In consideration of the mutual covenants and agreements herein set forth, Owner and Licensee agree and covenant as follows.

Owner, subject to the terms and conditions set forth herein, hereby grants the right and license to Licensee and its employees, contractors, subcontractors and agents (herein collectively also known as “Licensee”) to enter upon the Property in connection with the work it is doing for due diligence in support of its use negotiations to include survey, Geotech, and environmental analysis, in accordance with all laws, codes, ordinances and all rules and regulations and requirements of authorities having jurisdiction over the Property (the “License”).

Licensee shall not unreasonably disturb any Owner operations on the Property or property adjoining the Property or damage any improvements which may be located on the Property or property adjoining the Property. Licensee shall not permit the filing of any liens against the Property in connection with its activities contemplated herein. In the event a claim of lien is filed against the Property as a result of the work by or on behalf of Licensee, or as a result of other actions or omissions of Licensee, then Licensee shall cause such lien to be satisfied or transferred to bond so as no longer to be a lien against the Property within ten (10) days after the Licensee received notice from the Owner that the claim of lien has been filed. Licensee shall cause its contractors to maintain worker's compensation coverage with Florida's statutory limit, commercial general liability (CGL) insurance with a minimum coverage of \$1,000,000, and commercial auto liability (CAL) insurance with a minimum of \$100,000 per incident/\$300,000 aggregate. Licensee contractor's liability insurance shall name the Owner as an additional insured by endorsement to the CGL and CAL policies.

Within fifteen (15) days of the execution of this License the Owners shall provide, or cause to be provided the School Board, at no cost to the School Board, the following due diligence materials, studies, reports, and investigations: Survey; Environmental Audit; Geotechnical Studies; Wetlands Determination; Title Commitment, provided that Owner has any such pre-existing items within its possession. Owner shall not be required to procure or pay for any new due diligence documents or work, and all such costs shall be paid by the School Board.

Owner makes no warranty or representation whatsoever as to the condition of the Property or any improvements which may be located thereon. Licensee's entry upon the Property shall be at Licensee's sole risk and expense, and the Owner shall assume no liability for such entry. Licensee hereby agrees that Owner assumes no responsibility whatsoever for injury to persons entering the Property, or damage to property brought in, or upon, the Property. Licensee specifically indemnifies and holds harmless Owner, and their respective members, directors, officers, employees and representatives from and against any and all claims, damages, actions, judgments, losses, liabilities, liens, costs or expenses of any nature (including without limitations costs, expenses, attorneys' and paralegals' fees) arising out of or in any way connected with Licensee's entry upon the Property and performance of any work on the Property by or on behalf of Licensee, except to the extent caused by the willful misconduct or gross negligence of Owner.

The License granted hereby shall expire one hundred twenty (120) days from the Effective Date hereof. This License may be extended for one additional ninety (90) day period. Licensee shall send written notice of its desire to extend the License to the Owner thirty (30) days prior to its expiration and the Owner shall review and approve or disapprove said request at their discretion. This License agreement and the attendant privileges granted hereby may be revoked at any time by the Owner upon written notice to Licensee; provided, however, that Licensee's obligations to indemnify Owner as set forth herein shall survive such revocation. Upon termination or expiration this License agreement, Licensee, at its sole cost and expense, shall vacate the Property and promptly remove any and all property placed thereon by or on behalf of Licensee and restore any damage or disturbance to the Property caused by Licensee, provided however, that Licensee shall have no

obligation to remove any improvements placed or installed on the Property by Licensee with approval of the Owner.

This License may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement. This License contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No amendment to this License shall be binding upon any of the parties hereto unless such amendment is in writing and executed by Owner and Licensee. The provisions of this License shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this License. Wherever under the terms and provisions of this License the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day. This License shall be interpreted under the laws of the State of Florida. The undersigned officer of Licensee hereby warrants and certifies to Owner that Licensee is public corporate body organized and existing under the Constitution and laws of the State of Florida. The undersigned officer of Licensee hereby further warrants and certifies to Owner that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this License by his or her signature thereto.

In acknowledgement and acceptance of the terms and conditions herein, the parties hereto have caused this License agreement to be executed as of the date set forth herein below.

SIGNATURE PAGES TO FOLLOW

**ACCEPTED AND AGREED  
TO BY THE OWNER:**

The Owner (by and through its Agent and/or Trustee named below) hereby accepts and agrees to all terms, conditions and restrictions contained in the License Agreement set forth above and further agrees to be bound by the same for itself, and its heirs, successors and/or assigns as long as the License Agreement remains effective. Notwithstanding anything herein, the terms, conditions and restrictions above shall terminate when the License Agreement expires, unless the License Agreement expressly provides for the term, condition or restriction to remain in effect following the expiration of the License Agreement.

DRAFT

**“OWNER”**

**MAK FAMILY PARTNERSHIP, LTD.,** a  
Florida limited partnership

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

Print Name: James H. Kimbrough, Jr.

Title: Partner

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by James H. Kimbrough, Jr., as Partner of MAK Family Partnership, LTD., a Florida limited partnership, on behalf of the partnership.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification

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

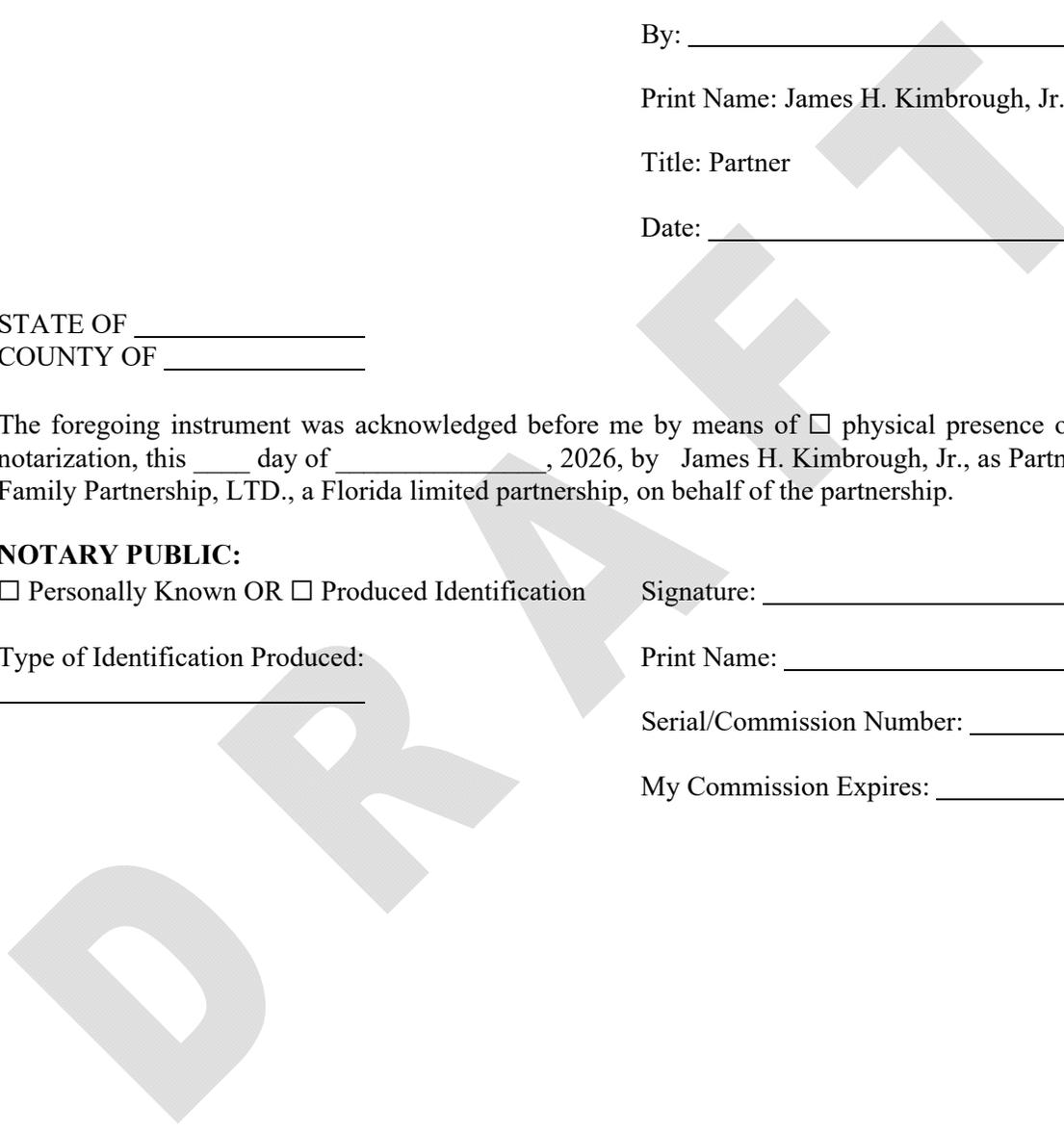
Type of Identification Produced:

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

\_\_\_\_\_

Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**TBF PARTNERS, LTD.**, a Texas limited partnership

By: TBF MANAGEMENT, LLC, its General Partner

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

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

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of TBF Management, LLC, a Florida limited liability company, General Partner of TBF Partners, LTD., a Texas limited partnership, on behalf of the partnership.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification

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

Type of Identification Produced:  
\_\_\_\_\_

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

Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**TBF PARTNERS II, LLC**, a Florida limited liability company

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

Print Name: J. Thomas Bronson

Title: Manager

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by J. Thomas Bronson, as Manager of TBF Partners II, LLC, a Florida limited liability company, on behalf of the company.

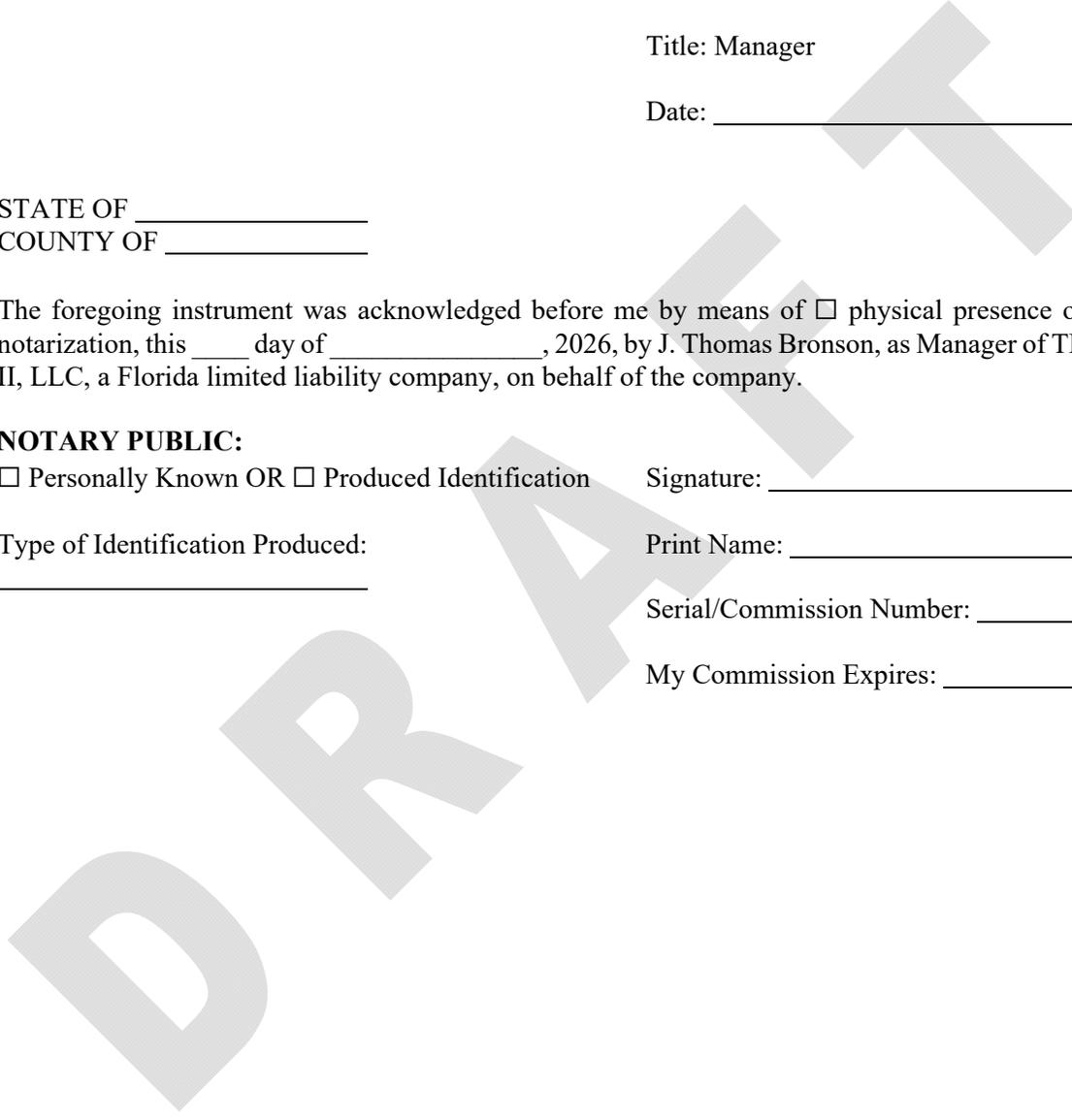
**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**Robert A. Buckner**, as Trustee under that certain Trust Agreement dated March 9, 1989

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

Print Name: Robert A. Buckner

Title: Trustee

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by Robert A. Buckner, as Trustee under that certain Trust Agreement dated March 9, 1989.

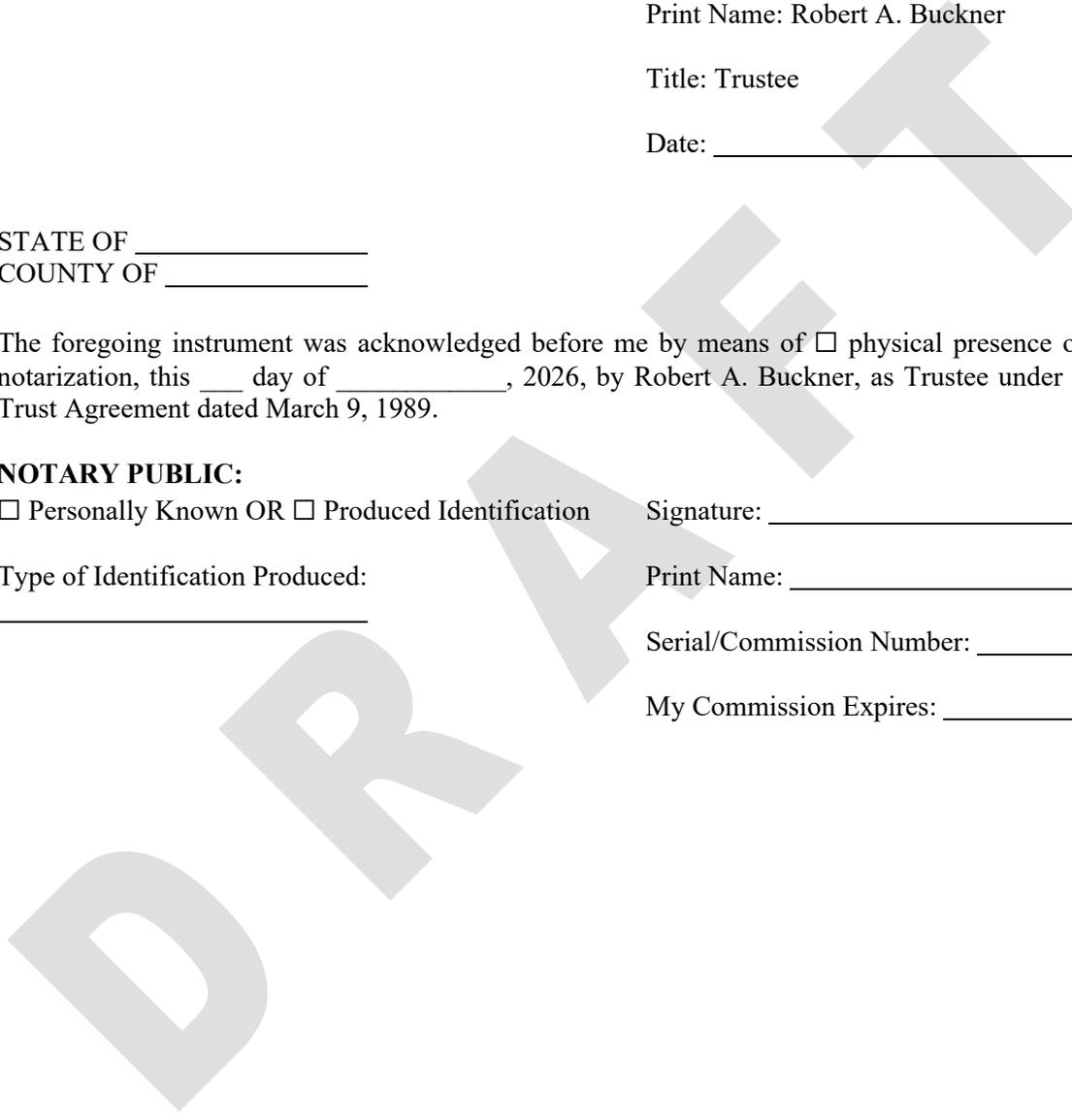
**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



\_\_\_\_\_  
Robert A. Buckner, individually

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by Robert A. Buckner.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification

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

Type of Identification Produced:

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

\_\_\_\_\_

Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

DRAFT

\_\_\_\_\_  
Sharon P. McKethan, individually

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by Sharon P. McKethan.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification

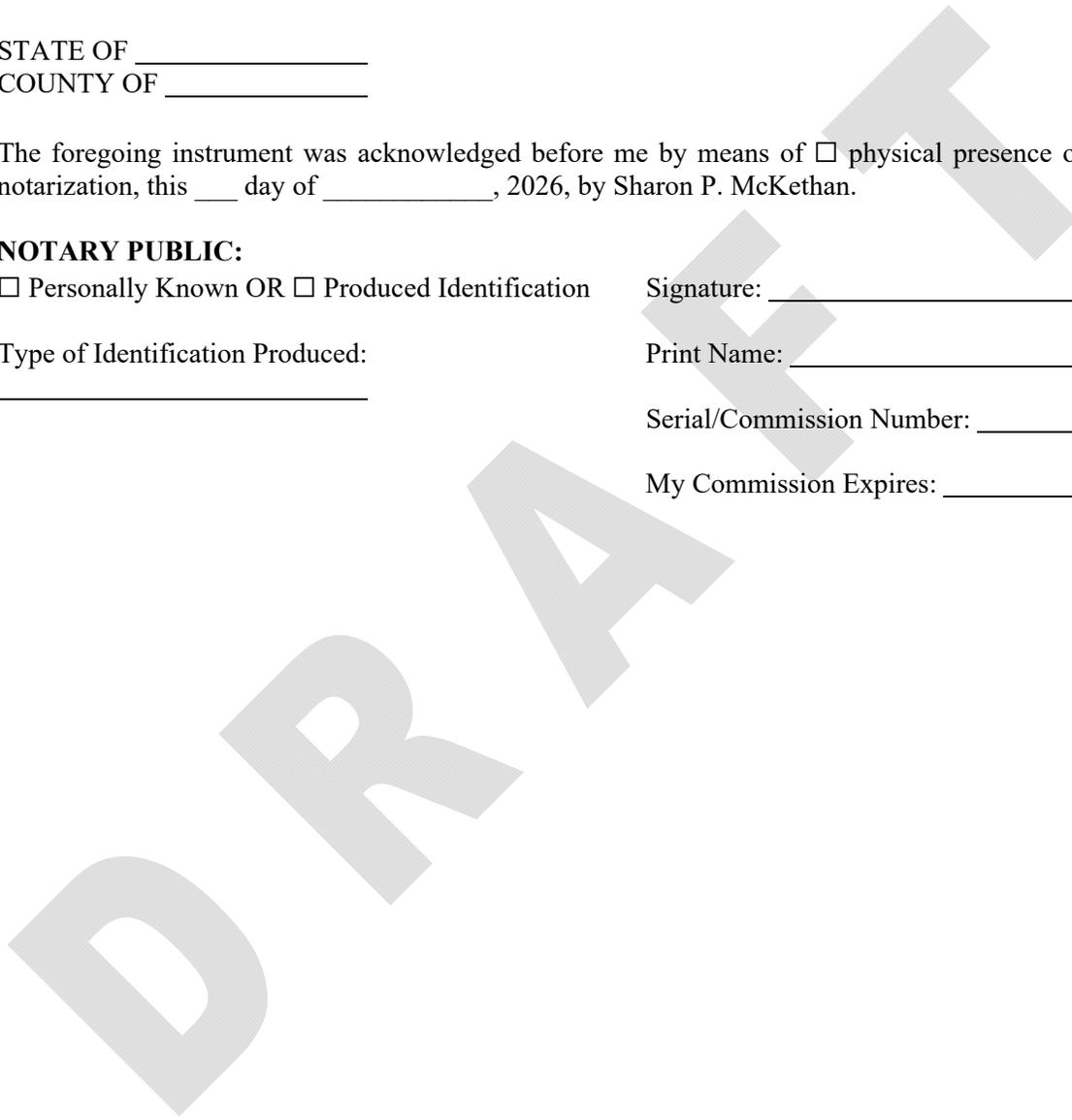
Signature: \_\_\_\_\_

Type of Identification Produced:  
\_\_\_\_\_

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

Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**Haley Dowlen**, as Personal Representative of  
the Estate of John Hale McKethan

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

Print Name: Haley Dowlen

Title: Personal Representative

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by Haley Dowlen, as Personal Representative of the  
Estate of John Hale McKethan.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

D  
R  
A  
F  
T

**Robert A. Buckner**, as Co-Trustee of the  
Robert C. Buckner Trust

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

Print Name: Robert A. Buckner

Title: Co-Trustee

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by Robert A. Buckner, as Co-Trustee of the Robert C. Buckner Trust.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification

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

Type of Identification Produced:  
\_\_\_\_\_

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

Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**William M. Buckner**, as Co-Trustee of the  
Robert C. Buckner Trust

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

Print Name: William M. Buckner

Title: Co-Trustee

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by William M. Buckner, as Co-Trustee of the Robert C. Buckner Trust.

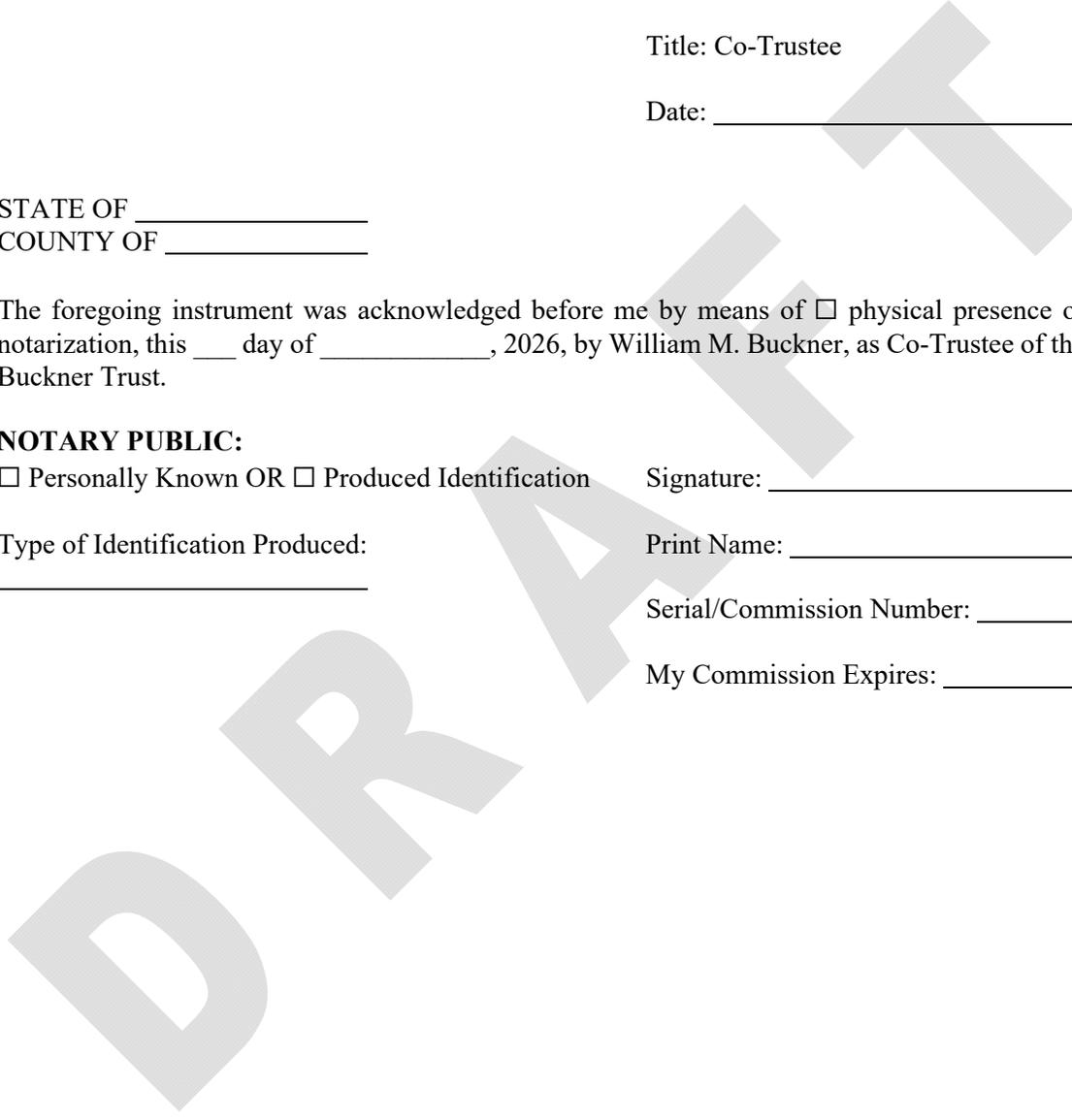
**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**James C. Buckner**, as Co-Trustee of the  
Robert C. Buckner Trust

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

Print Name: James C. Buckner

Title: Co-Trustee

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by James C. Buckner, as Co-Trustee of the Robert C. Buckner Trust.

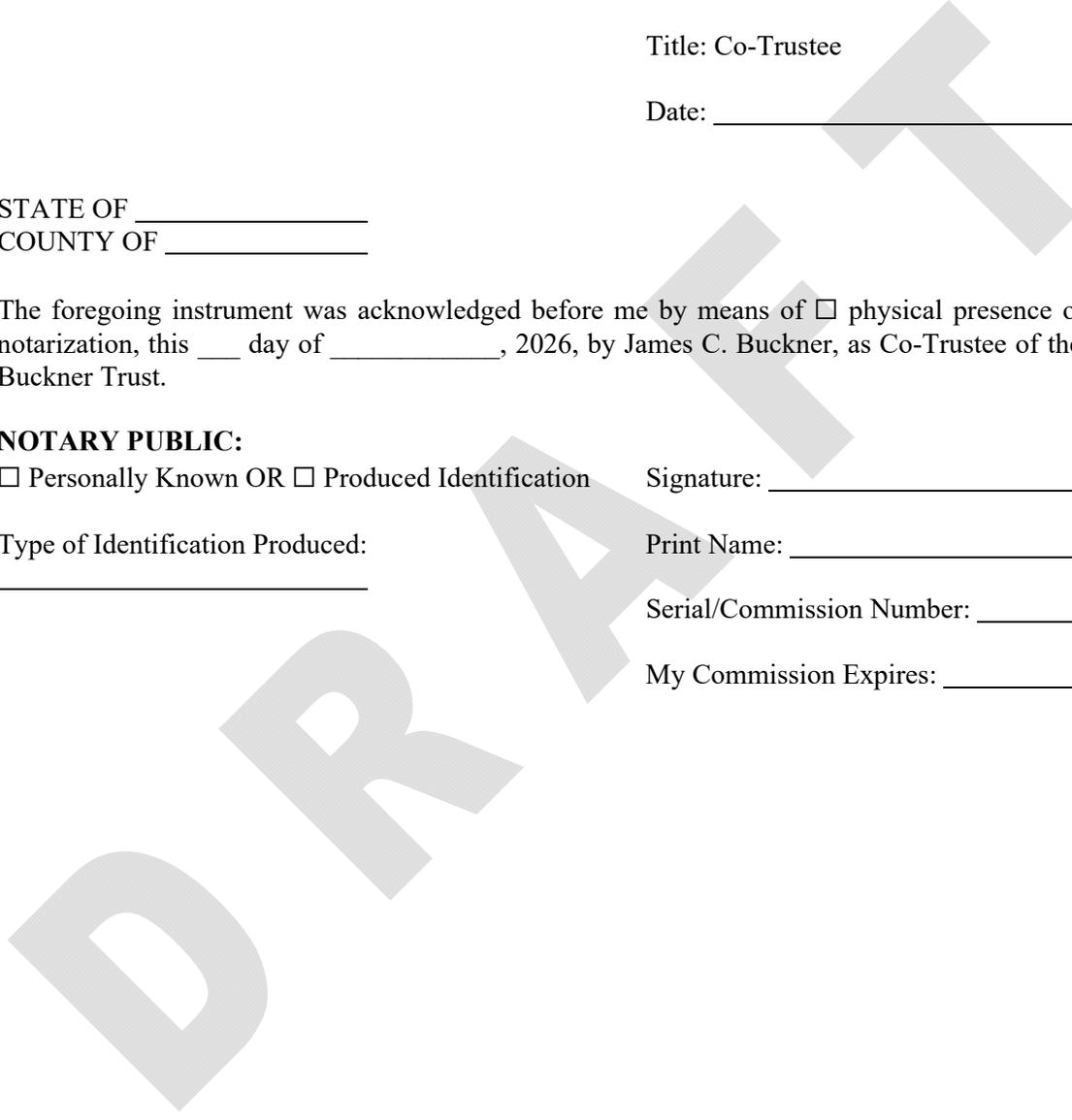
**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



\_\_\_\_\_  
James C. Buckner, individually

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by James C. Buckner.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification

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

Type of Identification Produced:  
\_\_\_\_\_

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

Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

DRAFT

**Robert A. Buckner**, as Co-Trustee of the Celia M. Buckner Trust u/t/a dtd 1/16/03, as amended

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

Print Name: Robert A. Buckner

Title: Co-Trustee

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by Robert A. Buckner, as Co-Trustee of the Celia M. Buckner Trust u/t/a dtd 1/16/03, as amended.

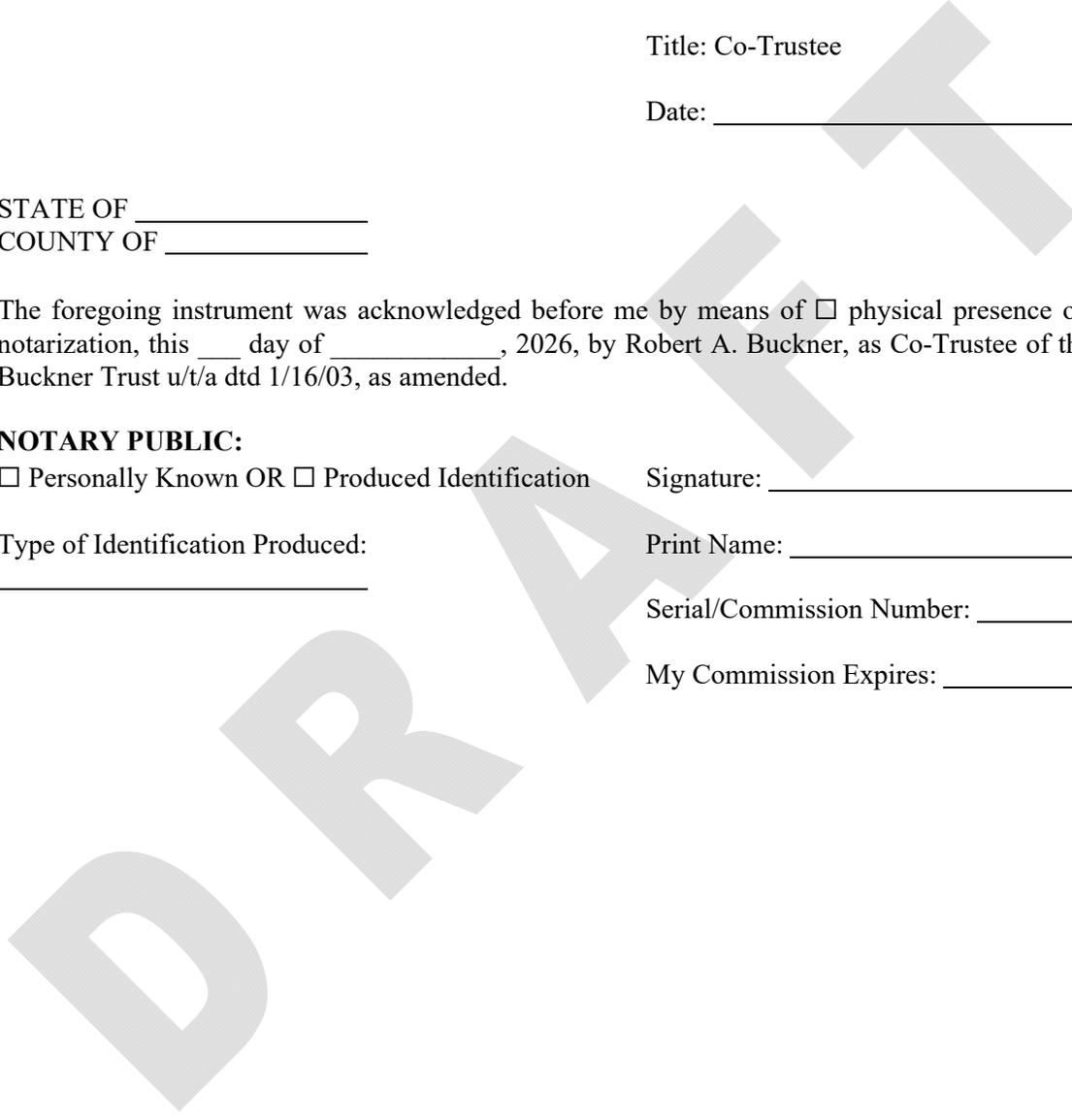
**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**James C. Buckner**, as Co-Trustee of the Celia M. Buckner Trust u/t/a dtd 1/16/03, as amended

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

Print Name: James C. Buckner

Title: Co-Trustee

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by James C. Buckner, as Co-Trustee of the Celia M. Buckner Trust u/t/a dtd 1/16/03, as amended.

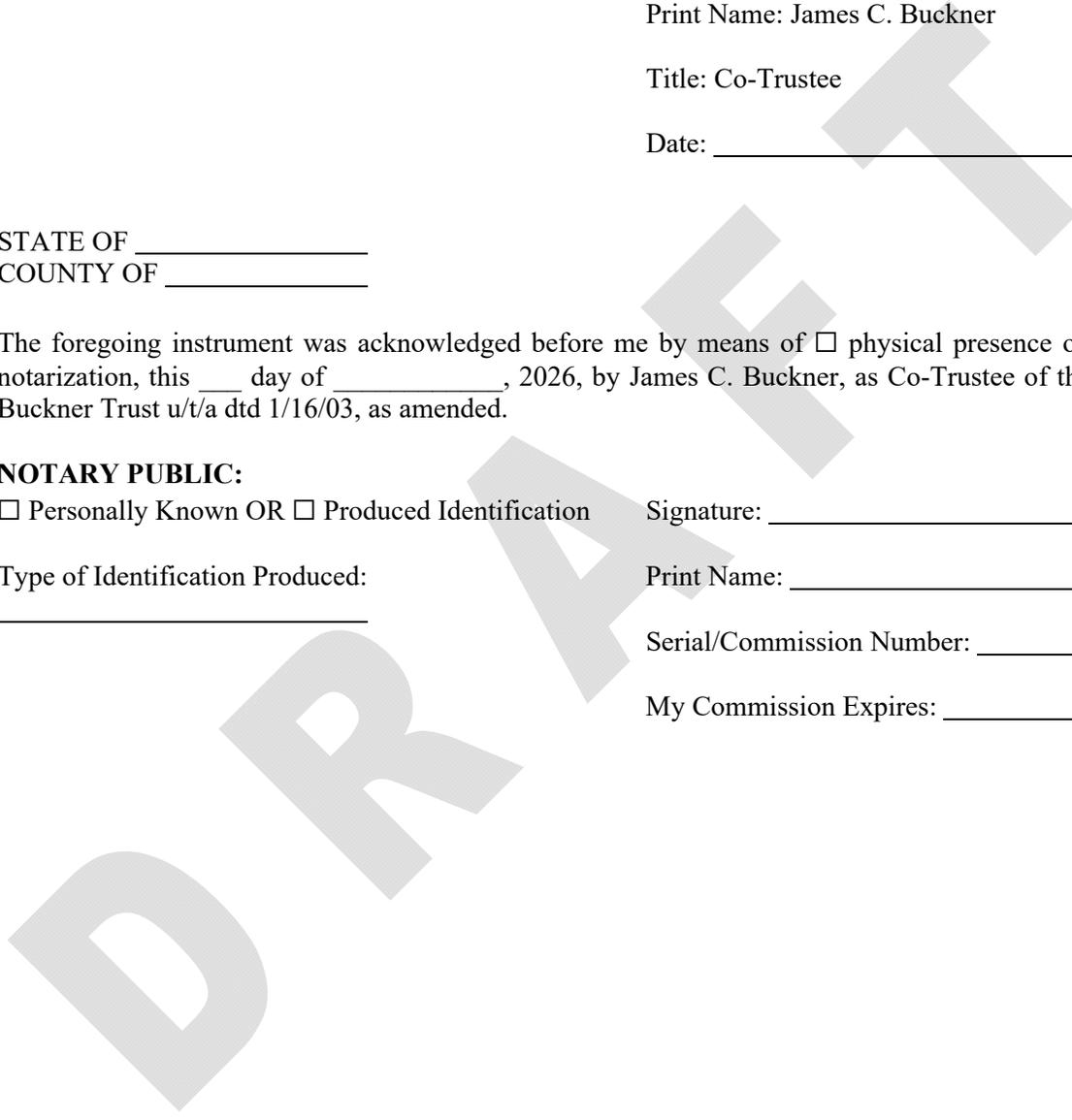
**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**William M. Buckner**, as Co-Trustee of the  
Celia M. Buckner Trust u/t/a dtd 1/16/03, as  
amended

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

Print Name: William M. Buckner

Title: Co-Trustee

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by William M. Buckner, as Co-Trustee of the Celia M.  
Buckner Trust u/t/a dtd 1/16/03, as amended.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**J. Thomas Bronson**, as Personal Representative  
of the Estate of T.E. Bronson

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

Print Name: J. Thomas Bronson

Title: Personal Representative

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by J. Thomas Bronson, as Personal Representative of  
the Estate of T.E. Bronson.

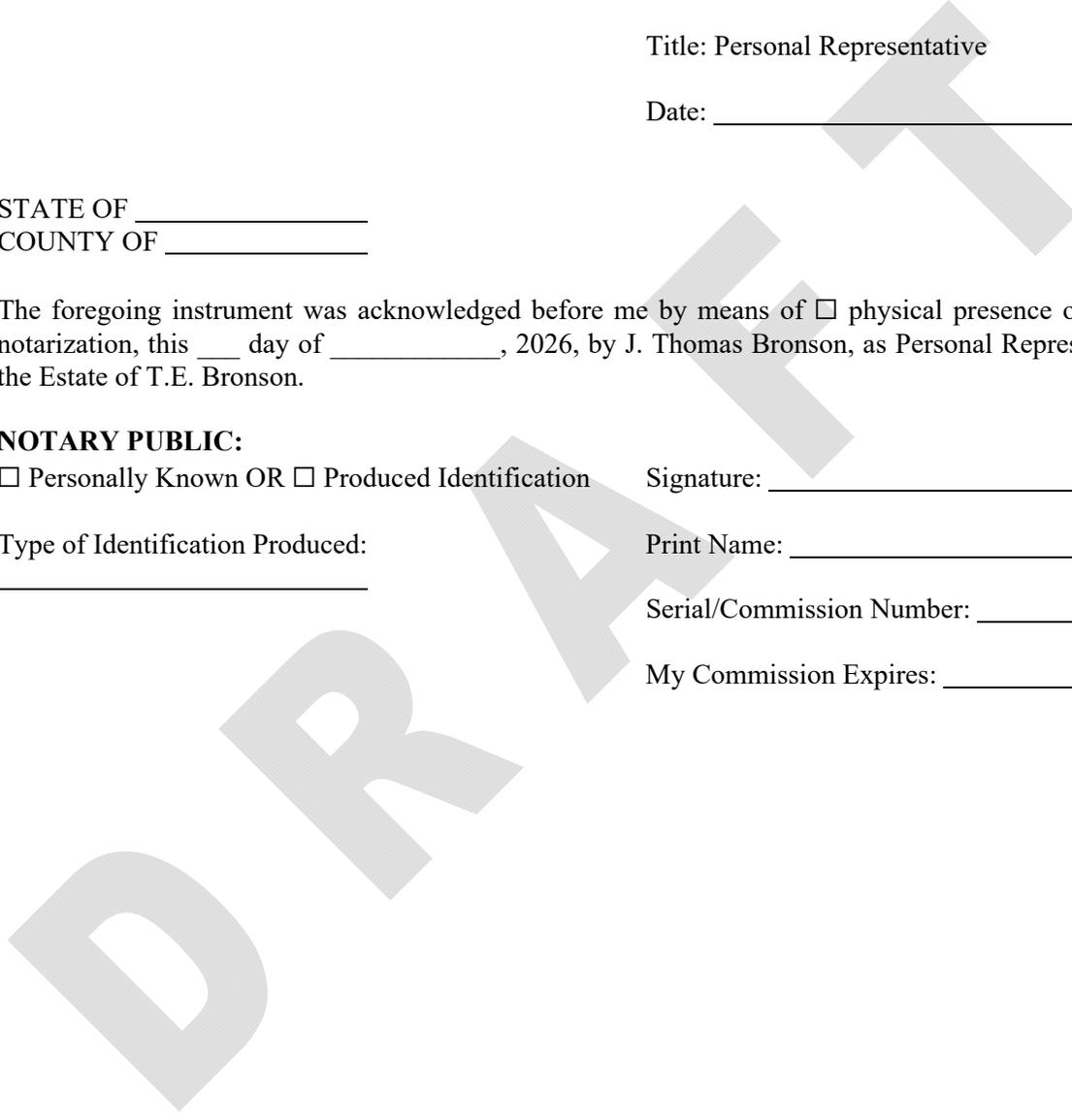
**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**ACCEPTED AND AGREED TO  
BY THE SCHOOL BOARD OF  
HERNANDO COUNTY, FLORIDA**

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

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

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

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

STATE OF FLORIDA  
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of the School Board.

\_\_\_\_\_  
Notary Public State of Florida

AFFIX SEAL

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

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

Approved as to form and legality by legal  
counsel to the School Board of Hernando  
County, Florida, exclusively for its use and  
reliance.

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

Christopher J. Wilson

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

**Exhibit "A"**

**DRAFT**

<b>A. Item Currently Budgeted -</b>													
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>B. Item Currently Not Budgeted -**</b>													
Funding Source		_____											
Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

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

<b>C. History</b>	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

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



# Hernando School District

## School Board Workshop

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**Agenda Item # 3. 26-3647**

3/24/2026

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**Title and Board Action Requested**

Review and Tentative Approval of Neola Policy 5517 Anti-Harassment.

**Executive Summary**

The Assistant Superintendent of Business Services and Operations, on behalf of the Superintendent of Schools, hereby requests Board approval of the restored language in this policy. Due to a system error, certain text was inadvertently omitted. This missing language has now been restored and incorporated into the current version. The policy is in Section 5000 - Students.

**My Contact**

Barbara Kidder

Assistant Superintendent of Business Services and Operation

(352) 797-7000 ext. 70403

kidder\_b@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Priority 4: Community Connection

**Financial Impact**

See attached budget sheet.

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



Book	Policy Manual
Section	Hold for Board Workshop 3-24-26
Title	ANTI-HARASSMENT
Code	po5517
Status	From Neola
Adopted	June 13, 2017
Last Revised	January 14, 2025

## 5517 - **ANTI-HARASSMENT**

### I. **General Policy Statement**

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment on the basis of race, (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes") (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

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

### II. **Other Violations of the Anti-Harassment Policy**

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

### III. Definitions

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

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

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

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

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

**Day(s)**: Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

#### A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race, (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve:

1. teasing;
2. social exclusion;
3. threats;
4. intimidation;
5. stalking;
6. cyberstalking;
7. cyberbullying;
8. physical violence;
9. theft;
10. sexual, religious, or racial harassment;
11. public or private humiliation; or
12. destruction of property.

**B. Harassment**

Harassment means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

**C. Sexual Harassment**

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
2. Physical and/or sexual assault.
3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature, placed in the work or educational environment, that may reasonably embarrass or offend individuals.
6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.
8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.
10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
12. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping that does not involve conduct of a sexual nature.
14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's education, or such that it creates a hostile or abusive educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

**Any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of a crime. The issue of consent is irrelevant in regard to such criminal charges and/or with respect to the application of this policy to District employees or other adult members of the School District community.**

#### D. Sexual Cyberharassment

Pursuant to Florida law, "sexual cyberharassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyberharassment may be a form of sexual harassment.

#### E. Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon a certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities.

#### F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an

educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

#### G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

#### H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

#### I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

### IV. **Reports and Complaints of Harassing Conduct**

Board employees are required to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Students and all other members of the School District community, as well as Third Parties, are encouraged to promptly report incidents of unlawful harassing conduct to a teacher, administrator, supervisor, or other School District employee or official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community, which includes students, or Third Parties who believe they have been unlawfully harassed are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on sex, race, (including anti-Semitism) color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 5517 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from

the Policy 2266 grievance process.

#### A. Compliance Officers

The Board designates the following individuals to serve as the District's Compliance Officers" (also known as "Civil Rights Coordinators" hereinafter referred to as the "COs").

The COs shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.

Jill Kolasa, Director of Student Services  
1036 Varsity Drive  
Brooksville, Florida 34601  
352-797-7008  
kolasa\_j@hcsb.k12.fl.us

Matthew Goldrick, Director of Human Resources  
919 North Broad Street  
Brooksville, Florida 34601  
352-797-7000 ext. 70451  
pinder\_r@hcsb.k12.fl.us

Alexis Brown, Supervisor of Human Resources  
919 North Broad Street  
Brooksville, Florida 34601  
352-797-7000 ext. 70445  
brown\_a1@hcsb.k12.fl.us

#### Section 504 Compliance Officers

Jill Kolasa, Director of Student Services  
352-797-7008  
1036 Varsity Drive  
Brooksville, Florida 34601  
kolasa\_j@hcsb.k12.fl.us

Anna Jensen, Director of Exceptional Student Education  
352-797-7022  
1036 Varsity Drive  
Brooksville, Florida 34601  
jensen\_a@hcsb.k12.fl.us

#### B. Publication Required

The names, titles, and contact information for these individuals will be published annually in the parent and staff handbooks.

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student.

#### C. Duties and Responsibilities

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the Complainant, if age eighteen (18) or older, or the Complainant's parents/guardians if under the age of eighteen (18), within two (2) business days to advise them of the Board's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or to receive complaints that are initially filed

with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

## V. Investigation and Complaint Procedure

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any student who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, and/or the Equal Employment Opportunity Commission.

### A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Students, other members of the School District community or Third Parties who believe that they have been unlawfully harassed or retaliated against, may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officers who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide students, other members of the School District community and Third Parties who believe they are being unlawfully harassed by a student with

a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.
2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.
3. If both parties agree, the Compliance Officers may arrange and facilitate a meeting or a mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officers or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

#### B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of a student, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official at the student's school, the Compliance Officer, Superintendent, or other District official who works at another school or at the district level. Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official at the student's school, the Compliance Officer, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) days.

Throughout the course of the process, as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); and a list of potential witnesses and the resolution sought by the complainant.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation including but not limited to a change of class schedule for the Complainant and/or the Respondent, or possibly a change of school for either or both of the parties. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees to any action deemed appropriate. If the complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer will inform the Respondent that a

formal complaint has been received. The Respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) days.

Within five (5) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subject to offensive conduct/harassment. A principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment within fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;
2. interviews with the Respondent;
3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether Respondent engaged in unlawful harassment/retaliation of the Complainant. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

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

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

## VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality cannot be guaranteed, however. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose

any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the Family Educational Rights and Privacy Act will be maintained in a manner consistent with the provisions of the Federal law.

## **VII. Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

## **VIII. Retaliation**

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

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

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

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

## **IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct**

State law requires any teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

## **X. Mandatory Reporting of Misconduct by Certificated Employees**

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and

State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

#### **XI. Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general, will be age and content-appropriate.

#### **XII. Retention of Investigatory Records and Materials**

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

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports/allegations/complaints/statements;
- C. a narrative of all actions taken by District personnel; or individuals contracted or appointed by the Board to fulfill its responsibilities;
- D. any written documentation of actions taken by District personnel;
- E. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- F. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- G. dated written determinations to the parties;
- H. dated written descriptions of verbal notifications to the parties;
- I. written documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- J. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- K. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and
- N. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

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

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

Revised 8/28/18

Revised 2/11/20

Revised 7/20/21

Technical Correction 1/14/25

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Legal

F.S. 110.1221

F.S. 784.049

F.S. 1000.05

F.S. 1006.07

20 U.S.C. 1400 et seq., The Individuals with Disabilities Improvement Act of 2004, as amended (commonly known as The Individuals with Disabilities Act)

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

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

29 U.S.C. 794, Rehabilitation Act of 1973

29 U.S.C. 6101, The Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

20 U.S.C. 1681 et seq.

42 U.S.C. 1983

**Last Modified by Tammy R Shroyer on March 4, 2026**

<b>A. Item Currently Budgeted -</b>													
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>B. Item Currently Not Budgeted -**</b>													
Funding Source													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

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

<b>C. History</b>	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

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



# Hernando School District

## School Board Workshop

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**Agenda Item # 4. 26-3571**

3/24/2026

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**Title and Board Action Requested**

Review and Tentative Approval of Neola Policy - 5460 Graduation Requirements.

**Executive Summary**

The Assistant Superintendent of Business Services and Operations, on behalf of the Superintendent of Schools, hereby requests the Board to review and give tentative approval for the School Board policy update. The update is in the following section:

Section 5000 - Students

**My Contact**

Barbara Kidder

Assistant Superintendent of Business Services and Operations

(352)797-7000 ext. 70403

kidder\_b@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Priority 4: Community Connection

**Financial Impact**

See attached budget sheet.

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



Book	Policy Manual
Section	Volume 26 No. 1 policy 5460 Graduation Requirements
Title	Copy of GRADUATION REQUIREMENTS
Code	*po5460 fsj 1/22/26 JCM 1/28/2026 aj2/12/26
Status	
Adopted	June 13, 2017
Last Revised	June 24, 2025

**5460 - GRADUATION REQUIREMENTS**

It shall be the policy of the School Board to acknowledge each student's successful completion of the instructional program appropriate to the achievement of District goals and objectives as well as personal proficiency by the awarding of a diploma at a fitting graduation ceremony.

**Standards for Graduation**

For students entering grade 9 before the 2023-2024 school year.

Receipt of a standard high school diploma requires successful completion of twenty-four (24) or eighteen (18) ACCEL credit options, an International Baccalaureate curriculum, an Advanced International Certificate of Education completion, or the Career and Technical Education (CTE) pathway.

The required credits may be earned through equivalent, applied, or integrated courses or career education courses, excluding work-related internships approved by the State Board of Education and identified in the course code directory. Any must-pass assessment requirement must be met.

**Credit Distribution**

<b>Subject</b>	<b>24 Credits</b>	<b>18 Credits</b>
English Language Arts	4	4
Mathematics	4	4
Science	3	3
Social Studies	3	3
Performing Arts, Speech & Debate or career and technical education	1	1
Physical Education	1	N/A
Electives	8	3

A financial literacy course consisting of at least one-half (1/2) credit as an elective shall be offered.

Beginning with the 2023-24 school year, high school students enrolled in the U.S. Government classes required by F.S. 1003.4282 must receive at least forty-five (45) minutes of instruction on "Victims of Communism Day" to include topics such as Mao Zedong and the Cultural Revolution, Joseph Stalin and the Soviet System, Fidel Castro and the Cuban

Revolution, Vladimir Lenin and the Russian Revolution, Pol Pot and the Khmer Rouge, and Nicolás Maduro and the Chavismo movement, and how victims suffered under these regimes through poverty, starvation, migration, systemic lethal violence, and suppression of speech.

Beginning in the 2023-2024 school year, middle school and high school students enrolled in the civics education class required by F.S. 1003.4156 or the United States Government class required by F.S. 1003.4282(3) must receive at least forty-five (45) minutes of instruction on "9/11 Heroes' Day" topics involving the history and significance of September 11, 2001, including remembering the sacrifice of military personnel, government employees, civilians, and emergency responders who were killed, wounded, or suffered sickness due to the terrorist attacks on or after that date, including, but not limited to:

- A. the historical context of global terrorism.
- B. a timeline of events on September 11, 2001, including the attacks on the World Trade Center, the Pentagon, and United Airlines Flight 93.
- C. the selfless heroism of police officers, firefighters, paramedics, other first responders, and civilians involved in the rescue and recovery of victims and the heroic actions taken by the passengers of United Airlines Flight 93.
- D. the unprecedented outpouring of humanitarian, charitable, and volunteer aid occurring after the events of September 11, 2001.
- E. the global response to terrorism and importance of respecting civil liberties while ensuring safety and security.

Receipt of a standard high school diploma requires successful completion of twenty-four (24) credits, an International Baccalaureate curriculum, an Advanced International Certificate of Education completion, or the Career and Technical Education (CTE) pathway.

The twenty-four (24) credits shall be distributed as follows:

Subject	Credits
English Language Arts	4
Social Studies	3
Mathematics	4
Science	3
Fine or performing arts, speech and debate, or career and technical education	1
Electives	7.5
Basic Physical education	1
Personal Financial Literacy and Money Management	.5

Basic training in first aid, including at least one (1) hour of cardiopulmonary resuscitation (CPR) instruction, shall be provided for students in grades 9 and 11.

High school students will be provided opportunities to take "computer science" courses and earn technology-related industry certifications to satisfy high school graduation requirements. Computer science courses and technology-related industry certifications that are identified as eligible for meeting mathematics or science requirements for high school graduation will be included in the Course Code Directory.

The required credits may be earned through equivalent, applied, or integrated courses or career education courses as defined in F.S. 1003.01, including work-related internships approved by the State Board of Education and identified in the Course Code Directory. **Such internships must be included in counseling materials and presented with courses required for graduation.** However, any must-pass assessment requirements must be met.

An equivalent course is one (1) or more courses identified by content-area experts as being a match to the core curricular content of another course, based upon a review of the State academic standards and includes real-world applications of a career and technical education standard used in business or industry. An integrated course includes content from several courses within a content area or across content areas.

The earning and awarding of high school credits will be in accordance with Florida law including, but not necessarily limited to, the provisions of F.S. 1003.4282 and those identified in the Student Progression Plan.

For courses that require Statewide standardized end-of-course assessments, a minimum of thirty percent (30%) of a student's course grade shall be comprised of performance on the Statewide standardized end-of-course assessment.

In order to graduate, students must earn passing scores on the Florida State Assessment (State-mandated testing) or scores on a standardized test that are concordant with passing scores on the State-mandated testing. Additionally, a student must earn a cumulative GPA of 2.0 on a 4.0 scale.

### Students with Disabilities

A parent of a student with a disability shall, in collaboration with the Individualized Education Plan (IEP) Team during the transition planning process pursuant to F.S. 1003.5716, declare an intent for the student to graduate from high school with a standard high school diploma and a Scholar or an Industry Scholar designation, pursuant to s. 1003.4285 as determined by the parent.

A student with a disability who has not earned a standard high school diploma will be provided the required notification form as set forth in F.S. 1003.4282.

The options set forth in F.S. 1003.4282, as specified in a student's IEP, may be used to satisfy the standard high school diploma requirements. A student with a disability who meets standard high school diploma requirements may defer receipt of a standard high school diploma if the student:

- A. has an IEP that prescribes special education, transition planning, transition services, or related services through age twenty-one (21); and,
- B. is enrolled in accelerated college credit instruction pursuant to F.S. 1007.27, industry certification courses that lead to college credit, an early college program, courses necessary to satisfy the scholar designation requirements, or a structured work-study, internship, or preapprenticeship program.

~~A student with a disability who receives a certificate of completion and has an IEP that prescribes special education, transition planning, transition services, or related services through twenty one (21) years of age may continue to receive the specified instruction and services.~~

A student with a disability who has an individual education plan that prescribes special education, transition planning, transition services through twenty-one (21) years of age may continue to receive the specified instruction and services.

Any waiver of the Statewide, standardized assessment requirements by the IEP team, pursuant to F.S. 1008.22, must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent as provided for in F.S. 1003.572

### High School Diploma

The Board shall award a standard high school diploma to every student enrolled in this District who meets the requirements of graduation established by this Board or who properly completes the goals and objectives specified in the student's IEP including either the exemption from or the requirement to complete the State-mandated tests and the recommendation of the IEP Team.

Students may earn one (1) or more designations on their standard diploma pursuant to F.S. 1003.4285.

Each student's standard high school diploma will include, as applicable, the following designations, if the student meets the criteria:

#### A. Scholar Designation

In order to earn the Scholar Designation, the student must, in addition to the requirements for a standard high school diploma, satisfy the following:

1. English Language Arts (ELA) - When the State transitions to common core assessments, pass the 11th grade ELA common core assessment.
2. Mathematics - Earn one (1) credit in Algebra II or an equally rigorous course and one (1) credit in statistics or an equally rigorous course. When the State transitions to common core assessments, students must pass the Geometry common core assessment.
3. Science - Pass the Statewide standardized Biology I end-of-course assessment and earn one (1) credit in chemistry or physics and one (1) credit in a course equally rigorous to chemistry or physics.
4. Social Studies - Pass the Statewide standardized United States History end-of-course assessment.
5. Foreign Language - Earn two (2) credits in the same foreign language.
6. Electives - Earn at least one (1) credit in an Advanced Placement, an International Baccalaureate, an Advanced International Certificate of Education, or a dual enrollment course.

#### B. Industry Scholar Designation

In order to earn the Industry Scholar Designation, a student must, in addition to the requirements for a standard high school diploma, attain one (1) or more industry certifications on FLDOE's ~~the Florida Department of Education's~~ current "Industry Certification Funding List".

Students and parents shall be provided information about diploma designations through an online education and career planning tool, which allows students to monitor their progress toward the attainment of each designation.

#### **Florida Seal of Fine Arts Program**

Additionally, students who develop an exemplary level of proficiency in the performing or visual arts may be awarded a seal on a standard high school diploma through the ~~Florida Department of Education's (FLDOE)~~ FLDOE's Florida Seal of Fine Arts Program. Beginning with the 2024-25 school year, students are eligible for the Florida Seal of Fine Arts if they meet the following requirements:

- A. The student earned a standard high school diploma.
- B. The student completed at least three (3) year-long courses in dance, music, theatre, or visual arts with a grade of "A" or higher in each course, or earned three (3) sequential course credits in such courses with a grade of "A" or higher in each course pursuant to F.A.C. 6A-1.09441.
- C. The student completed at least two (2) of the following requirements:
  1. completed a fine arts International Baccalaureate, an Advanced International Certificate of Education, advanced placement, dual enrollment, or honors course with a grade of "B" or higher;
  2. participated in a District or Statewide organization's juried event as a selected student participant for two (2) or more years (a "juried event" means a District or Statewide organization's event where a student or group of students are judged by one (1) or more judges on the selected fine arts discipline of their choosing and receive a scored rating and written or oral feedback);
  3. recorded at least twenty-five (25) volunteer hours of arts-related community service in their community and presents a comprehensive presentation on their experiences pursuant to District procedures;
  4. submits a portfolio that demonstrates the student is an exemplary practitioner of fine arts, as described in F.A.C. 6A-1.09952; or,
  5. received District, State, or National recognition for the creation and submission of an original work of art (i.e., a musical or theatrical composition, visual artwork, or choreographed routine or performance created by the student).

The District shall maintain records showing which students earned the Florida Seal of Fine Arts and report such information to the FLDOE in accordance with F.A.C. 6A-1.0014.

#### **Honorary Diploma**

An honorary diploma may be awarded in the case of such unfortunate circumstances as the severe disability or death of a student prior to graduation. The student must have been a senior in good standing to meet the requirements of graduation established by the Board at the time of the disability/death.

### **Early Admission Program**

High school graduation by means of the Early Admission to College Program is an alternative for the college-bound student during the normal senior year in high school. When the prescribed District conditions as set forth in the student handbook have been met, the student shall be awarded a high school diploma with the regular high school graduating class. The official college transcript shall be made a part of the student's high school permanent record file.

When students leave high school as Early Admission to College Program students, they may participate in graduation exercises with their graduation class and may be ranked in the class pursuant to Policy 5430.

### **Early High School Graduation**

For the purposes of this policy, the term "early graduation" means graduation from high school in less than eight (8) semesters or the equivalent by completion of the required number of credits.

#### **For a student who enters grade 9 before the 2023-2024 school year**

A student who meets the requirements of F.S. 1003.4282(3)(a)-(e), earns three (3) credits in electives (a total of eighteen (18) credits), and earns a cumulative grade point average (GPA) of 2.0 on a 4.0 scale shall be awarded a standard high school diploma.

#### **For a student who enters grade 9 in the 2023-2024 school year and thereafter**

A student who meets the requirements of F.S. 1003.4282(3)(a)-(e), earns two and one-half (2.5) credits in electives and one-half (.5) credit in financial literacy and money management (a total of eighteen (18) credits), and earns a cumulative grade point average (GPA) of 2.0 on a 4.0 scale shall be awarded a standard high school diploma.

A student also has the option of early graduation if the student has completed a minimum of twenty-four (24) credits and otherwise meets the requirements for graduation.

### **Academically Challenging Curriculum to Enhance Learning (ACCEL)**

The following ACCEL options are available: whole-grade and midyear promotion; subject-matter acceleration; virtual instruction in higher grade-level subjects; and the Credit Acceleration Program described below. Additional options may be available.

Students shall be advised of courses through which they can earn college credit, including Advanced Placement, International Baccalaureate, Advanced Certificate of Education, dual enrollment, and early admission courses, and career academy courses, and courses that lead to industry certification, as well as the availability of course offerings through virtual instruction.

### **Credit Acceleration Program (CAP)**

High school credit in courses required for high school graduation may be earned through the passage of an end-of-course assessment administrated under F.S. 1008.22, an advanced placement examination, or a College Level Examination Program (CLEP). Course credit shall be awarded to a student who is not enrolled in the course, or who has not completed the course if the student attains a passing score on the corresponding end-of-course assessment, advanced placement examination, or CLEP. Public school or home education students in the District shall take the assessment or examination during the regular administration of the assessment or examination.

The District shall notify the parent of a student who is eligible to graduate early.

A student who graduates early may continue to participate in school activities and social events and to attend and participate in graduation events with the student's cohort. The student will be included in the class ranking, honors, and award determinations for the student's cohort. The student must comply with Board rules and policies regarding access to the school facilities and grounds during normal operating hours.

### **Career and Technical Education Graduation Pathway Option**

A student is eligible to complete an alternative pathway to earning a standard high school diploma through the CTE pathway option. Receipt of a standard high school diploma awarded through the CTE pathway option requires the student's successful completion of at least eighteen (18) credits. A student completing the CTE pathway option must earn at least a cumulative grade point average (GPA) of 2.0 on a 4.0 scale. In order for a student to satisfy the requirements of the CTE pathway option, **the student s/he** must meet the GPA requirement and:

**For a student who enters grade 9 before the 2023-2024 school year**

- A. meet the requirements as set forth in F.S. 1003.4282;
- B. complete two (2) credits in career and technical education; and

The courses must result in a program completion and an industry certification.

- C. complete two (2) credits in work-based learning programs. A student may substitute up to two (2) credits of electives, including one-half (1/2) credit in financial literacy, for work-based learning program courses to fulfill this requirement.

**For a student who enters grade 9 in the 2023-2024 school year and thereafter**

- A. meet the requirements as set forth in F.S. 1003.4282;
- B. complete two (2) credits in career and technical education; and

The courses must result in a program completion and an industry certification.

- C. complete one and one-half (1.5) credits in work-based learning programs.

The CTE pathway option to graduation will be incorporated into the District's Student Progression Plan.

**High School Equivalency Diploma**

The Board shall offer the high school equivalency diploma examination and the subject area examinations to all candidates pursuant to the rules of the State Board of Education. To be eligible to be a candidate for a high school equivalency diploma, a student must be at least eighteen (18) years of age on the date of the examination. However, if the student resides or attends school in the District, the student may take the examination after reaching the age of sixteen (16) if they have first filed a formal declaration of intent to terminate school enrollment pursuant to F.S. 1003.21 in accordance with Policy 5465 - *General Education Development (GED) Tests*. All high school equivalency diplomas have equal status with other high school diplomas. A student may be awarded a standard high school diploma pursuant to Florida Department of Education FLDOE rules.

The Board shall notify each candidate for a high school equivalency diploma of adult secondary and postsecondary education options available in or near the District, including the Graduation Alternative to Traditional Education Program under F.S. 1004.933, as well as the eligibility requirements and any minimum academic requirements for each available option.

**Certificate of Completion**

A student who completes the minimum number of credits and other requirements for graduation but cannot earn a passing score on the State mandated testing, achieve a cumulative grade point average of 2.0 on a 4.0 scale or its equivalent, or complete all other applicable requirements prescribed by the Board pursuant to Florida statutes shall be awarded a certificate of completion in a form prescribed by the State Board of Education.

~~A student who is entitled to a certificate~~ may elect to remain as a full-time student or a part-time student for up to one (1) additional year and receive special instruction designed to remedy the student's identified deficiencies. **The Board will provide each student who fails to earn a standard diploma under this paragraph a document from the FLDOE detailing available postsecondary options,**

**The Board shall offer the high school equivalency diploma examination and the subject area examinations to all candidates pursuant to the rules of the State Board of Education. To be eligible to be a candidate for a high school equivalency diploma, a student must be at least eighteen (18) years of age on the date of the examination. However, if the student resides or attends school in the District, the student may take the examination after reaching the age of sixteen (16) if they have first filed a formal declaration of intent to terminate school enrollment pursuant to F.S. 1003.21 in accordance with Policy 5465 - *General Education Development (GED) Tests*. All high school equivalency diplomas have equal status with other high school diplomas. A student may be awarded a standard high school diploma pursuant to Florida Department of Education FLDOE rules.**

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~~A student who is entitled to a certificate~~ may elect to remain as a full-time student or a part-time student for up to one (1) additional year and receive special instruction designed to remedy the student's identified deficiencies. The Board will provide each student who fails to earn a standard diploma under this paragraph a document from the FLDOE detailing available postsecondary options, along with the student's official transcript. **[NOTE: see s. 10, HB 1105, p. 38, creating F.S. 1003.4282(5)(c)2.]**

### Notice to Students and Parents

The District will notify students and parents, in writing, of the requirements for a standard high school diploma, available designations, and the eligibility requirements for State scholarship programs and postsecondary admissions.

### Commencement Exercises

Commencement exercises will include only those students who have successfully completed requirements for a standard high school diploma, Early Admission to College Program, a special diploma, or a certificate of completion for graduation as certified by the high school principal. No student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure. A student may be denied participation in the ceremony of graduation when personal conduct or outstanding financial obligation so warrants.

Students are permitted to lawfully wear dress uniforms of any of the Armed Forces of the United States or of the State at their graduation ceremony.

Revised 2/27/18

Revised 2/5/19

Revised 2/11/20

Revised 3/8/22

Revised 12/13/22

Revised 12/12/23

Revised 5/14/24

Revised 1/14/25

Technical Correction 6/24/25

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Legal	F.S. 683.334
	F.S. 683.335
	F.S. 1002.3105
	F.S. 1003.4281
	F.S. 1003.4282
	F.S. 1003.4285
	F.S. 1003.4286
	F.S. 1003.4295
	F.S. 1003.433
	F.S. 1003.435
	F.S. 1003.436
	F.S. 1003.437
	F.S. 1003.453
	F.A.C. 6A-1.0995
	F.A.C. 6A-1.09952
	F.A.C. 6A-1.09961

F.A.C. 6A-1.09963

F.A.C. 6A-6.0573

**Last Modified by Maria Cain on February 12, 2026**

<b>A. Item Currently Budgeted -</b>													
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			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

<b>B. Item Currently Not Budgeted -**</b>													
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>B. Item Currently Not Budgeted -**</b>													
Funding Source													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

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

<b>C. History</b>	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

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