SOUTH TECH CHARTER ACADEMY, INC.
BOARD POLICY

CHAPTER 1 – GOVERNING BOARD

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South Tech Charter Academy, Inc. Board Policy **0.00**

PREAMBLE TO THE CODE

1. The mission of South Tech Charter Academy, Inc. is to provide each student with rigorous and relevant instruction, meeting individual career goals, enabling students to be successful in a diverse and changing workforce, and benefiting the community through the efforts of a highly skilled and dedicated staff in an environment uniquely suited to student success.

2. The business community demands a graduating high school population prepared to enter the workforce. The traditional high school fails to produce that product, and the focus in such schools is college preparation. South Tech Charter Academy, Inc., however, will concentrate on the development of students ready to enter the workforce immediately following graduation, into high wage, high demand employment without compromising a comprehensive academic education and the cultivation of productive citizenship.

   The foundation of the program is career preparation. Academics provide the structure, and citizenship skills provide the mortar that connects and stabilizes the entire process. Fulfillment of this philosophy is the cornerstone that inspires students and staff members on a daily basis. Continuously woven throughout the proposed program for this charter school are the three strands of career preparation, academics, and citizenship.

Authority: 231.57(6)(a)(1) FS

Implemented: 231.57 FS

Reference: Palm Beach School District Policy 0.00

History: New: 7/01/2004; Revised 7/07/2005; 12/14/17

South Tech Charter Academy, Inc. Board Policy 1.011

RESPONSIBILITIES OF THE CHARTER SCHOOL GOVERNING BOARD

1. The Governing Board is empowered to determine policies necessary for effective operation and general improvement of the school. Situation(s) that arise for which no applicable Governing Board Policy exists shall utilize the Sponsor's corresponding Board Policy(ies), and those policies shall serve as Governing Board adopted policies until such time as appropriate policies are developed and approved by the Governing Board. The Governing Board shall limit its action to establishing policy and fulfilling the requirements of, and exercising authority, under the appropriate Florida Statues and State Board of Education rules.

2. Board members have authority only when the Board is meeting in official session and a quorum is present. The Governing Board shall not be bound in any way, by any statement, or by any action on the part of any individual Board member or employee except to the extent that the statement or action is in compliance with the action of the Governing Board. The governing Board may designate one or more Board members to represent the Board's position at specified occasions and/by consensus or vote upon a duly made motion on particular issues.

3. Under Florida Statutes, Governing Board members serve as representatives of the South Tech Academy. When speaking before individuals or groups, unless designated by the Board to speak on its behalf, individual Governing Board members are to declare that they are expressing their own personal views on which there is no adopted Board position, or are describing Board discussion on items not yet approved. If the Governing Board, in a prior public session, has approved a policy, agenda item, or statement of position on the issue or topic being discussed, then individual Board members may notify their audience of the Board approved position or action.

4. Governing Board members are encouraged to visit all departments and areas of the Academy in order to be better informed concerning all phase of the Charter School.

5. Any request for data or other information from a Governing Board member on topics, other than Board agenda items, which requires significant staff work to prepare, should have the concurrence by vote or consensus of a majority of Board members before staff time is expended.
Authority: 230.22(2) FS; 1002.33(9)(k)

Implementation: 230.22; 1002.33(9)(k), FS

Reference Palm Beach School District Policy 1.011

History: New 7/01/2004; Revised: 7/07/2005; Revised: 12/11/08; 12/14/17

DUTIES OF THE SOUTH TECH CHARTER ACADEMY, INC. GOVERNING BOARD

1. A Board policy shall be developed by a committee appointed by the Chairman. Said policy must be approved by a majority of the Board. Parts of the policy may be voted on separately, if desired by a Board member.

2. Board policy should include members rights; i.e., to receive written notice of Board meetings at least three days prior to such meeting; examine South Tech's books, records, meeting minutes, financial statements and contracts; place items on the Board meeting agenda at the appropriate time.

3. The Governing Board delegates to the Superintendent or Management Company Representative, responsibility for policy interpretation to the staff and public, rule making, and issuance of procedural directives and guides not specifically covered by the Board Policy Manual. Such interpretations, rules, and directives have the force of Board regulation unless and until superceded by Board action.

4. Subject to the restrictions set forth in Florida Statutes 768.13555 and 617.0834 and other rules and regulations, the South Tech Charter Academy, Inc. Board is both responsible and liable for South Tech, and the laws require Board members to follow the rule of the reasonably prudent person and the principle of good faith.

    a. Reasonably prudent means that the Board will not mismanage South Tech Charter Academy, Inc. by deviating from fundamental management principles, such as careful planning for the future of South Tech, reviewing the financial status of South Tech, monitoring compliance with Board policies; or fail to govern by utilizing all control systems to govern South Tech. The Board will not be involved in self-dealing that provides personal gain to Board members.

    b. Good faith means that Board members will:

        1. Attend all Board meetings and related committee meetings.

        2. Read and understand Board policies and By-Laws.

        3. Pay attention to corporate affairs and keep informed about organization activities.

        4. Ensure that South Tech is in compliance with legal requirements.

        5. Avoid self-dealing.

5. <u>Ethics</u>

    a. Board members will adhere to the Code of Ethics attached to this policy.

6. The Superintendent or Management Company Representative shall be directed to assembly an annual report in accordance with the South Tech Charters Academy, Inc. Charter.

Authority:	1002.33(9) F; South Tech Charter, Part vi, Section 31, Code of Taxpayer Bill of rights 2, PL 104-68(110 Stat. 1452), Sec.4958
Implemented:	1002.33(9) F; South Tech Charter, Part vi, Section 31 Code of Taxpayer Bill of rights 2, PL 104-68(110 Stat. 1452), Sec.4958
History:	New: 7/01/2004; Revised 7/07/2005, 09/07/2006, 06/04/09, 3/11/2010, 12/13/12; 12/14/17

DUTIES OF THE SOUTH TECH CHARTER ACADEMY, INC. GOVERNING BOARD

SOUTH TECH CHARTER ACADEMY, INC.

BOARD MEMBER CODE OF ETHICS
AND
BOARD SERVICE COMMITMENT PLEDGE

Directions: As a Board member, you need to be aware that more is expected of those in leadership roles. Review the following statements. Signing this Code of Ethics solidifies your commitment to honest Board service.

As a member of South Tech Charter Academy, Inc. Governing Board, I will:

- Represent the interests of all people served by South Tech Charter Academy, Inc., and not favor special interests inside or outside of this nonprofit institution.
- Keep confidential information confidential.
- Respect and support the majority decisions of the Board.
- Approach all Board issues with an open mind, prepared to make the best decision for everyone involved.
- Do nothing to violate the trust to those who elected or appointed me to the Board, or those we serve.
- Focus my efforts on the mission of the School and not on my personal goals.
- Never exercise authority as a Board member except when acting in a meeting of the full Board, or as I am delegated by the Board.
- Consider myself as a “trustee” of this Academy and do my best to ensure it is well maintained, financially secure, growing, and always operating in the best interests of those we served
- Never solicit or accept anything of value (including payment, gift, loan, reward, promise of future employment, favor) based upon any understanding that my votes, official actions or judgment would be influenced thereby.
- Never corruptly use or attempt to use my official positions to secure a special privilege, benefit or exemption for myself or someone else.
- At all times exercise a duty of loyalty to South Tech Charter Academy, Inc.

I pledge to:

1. Establish as a high priority, my attendance at all meetings of the Board.

2. Come prepared to discuss the issues and business to be addressed at scheduled meetings, having read the agenda, and all the background material relevant to the topics at hand.

3. Observe the parliamentary procedures and display courteous conduct in all Board and committee meetings.

_____ _____

Board member signature Date

SOUTH TECH CHARTER ACADEMY, INC. GOVERNING BOARD CONFLICTS OF INTEREST

1. Purpose. The purpose of this policy is to protect the corporation's interest to ensure that no officer or director has a conflict of interest with South Tech Charter Academy, Inc. ("School"). This provision is intended to supplement but not replace any applicable state or federal laws governing conflicts of interest applicable to non-profit and charitable organizations.

2. Definitions.

(a) "Relative" shall mean spouse, child, parent, stepchild or sibling.

(b) "Material Interest" shall mean direct or indirect ownership of more than five percent of the total assets or capital stock of any business entity.

(c) "Conflict" shall mean a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

3. Prohibited Transactions and Relationships.

(a) A board member may not purchase, rent or lease any realty, goods or services for the School from a business of which of board member (or the board member's relative) is an officer, partner, director, proprietor or owner of a material interest.

(b) No board member may hold any employment or contractual relationship (written or unwritten) with the School. No board member may hold any employment or contractual relationship with any business entity which is doing business with the School. No board member may hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

(c) No board member may become a principal in a profit-making venture or company that has submitted an application to participate in the operation of the School.

(d) No board member shall be the spouse, parent, child, stepchild, sibling or employee of any other board member.

4. Exceptions and Duty to Disclose.

(a) No board member shall be in violation of this policy if one or more of the exceptions described in §112.313 (12), F.S. are met (see Exhibit 1).

(b) In connection with any actual or possible conflict of interest with the School, the interested board member must disclose the possible or actual conflict of interest to the board of directors. The board of directors shall then determine whether a conflict of interest exists and/or whether one of the exceptions listed in section 4(a) above is met.

5. Violation of this Provision: If a board member has reasonable cause to believe another board member has failed to disclose actual or possible conflicts of interest, he or she shall inform the member of the basis for the belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board determines that the member has failed to disclose an actual or possible conflict of interest, it shall be grounds for removal.

SOUTH TECH CHARTER ACADEMY, INC. GOVERNING BOARD CONFLICTS OF INTEREST

6. Records of Proceedings: The minutes of the board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the interest, any action taken to determine whether a conflict of interest was present, and the board's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

7. Voting Conflicts:

1. For the purposes of this subsection (7) only, the term "relative" shall be defined to mean any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

2. A board member shall not vote on any measure which would inure to the board member's special private gain or loss (or to the special private gain of (1) an organization by which the board member is retained or (2) a relative or (3) a business associate).

3. Voting conflicts must be disclosed in a written memorandum and filed with the person responsible for recording the minutes prior to the meeting. Such memorandum shall be read publicly at the board meeting, incorporated into the minutes and shall be considered a public record.

4. If a voting conflict arises at a board meeting, the disclosure shall be oral followed up by a written memorandum within fifteen days.

8. Financial Disclosures:

1. All board members shall certify that there is no relationship, controlling interest or association with other members of the board or administration by July 15th of each year.

2. The officers and directors of the School shall submit financial disclosures consistent with Chapter 112, F.S. within thirty (30) days of appointment to the board.

9. New Members: All new board members shall be provided with a copy of this policy. By accepting service on the board of the School, board members agree to comply with this policy and understand that the organization is a charitable entity and in order to maintain its federal tax exemption, it must engage primarily in activities which comply with this policy.

SOUTH TECH CHARTER ACADEMY, INC. GOVERNING BOARD CONFLICTS OF INTEREST

EXHIBIT 1

Statutory Exemptions

F.S. 112.313(12) EXEMPTION.--The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person.

In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(a) Within a city or county the business is transacted under a rotation system whereby the business transactions are rotated among all qualified suppliers of the goods or services within the city or county.

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

(c) The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.

(d) An emergency purchase or contract which would otherwise violate a provision of subsection (3) or subsection (7) must be made in order to protect the health, safety, or welfare of the citizens of the state or any political subdivision thereof.

(e) The business entity involved is the only source of supply within the political subdivision of the officer or employee and there is full disclosure by the officer or employee of his or her interest in the business entity to the governing body of the political subdivision prior to the purchase, rental, sale, leasing, or other business being transacted.

(f) The total amount of the transactions in the aggregate between the business entity and the agency does not exceed $500 per calendar year.

(g) The fact that a county or municipal officer or member of a public board or body, including a district school officer or an officer of any district within a county, is a stockholder, officer, or director of a bank will not bar such bank from qualifying as a depository of funds coming under the jurisdiction of any such public board or body, provided it appears in the records of the agency that the governing body of the

agency has determined that such officer or member of a public board or body has not favored such bank over other qualified banks.

(h) The transaction is made pursuant to s. 1004.22 or s. 1004.23 and is specifically approved by the Superintendent or Management Company Representative and the chair of the university board of trustees. The chair of the university board of trustees shall submit to the Governor and the Legislature by March 1 of each year a report of the transactions approved pursuant to this paragraph during the preceding year.

(i) The public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) The public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency and:

1. The price and terms of the transaction are available to similarly situated members of the general public; and

2. The officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

Authority: 1002.33; 112.313 (2) (3) (7) and (12); 112.3143, F.S.

Implemented: 1002.33, F.S.

Reference: Palm Beach School District Policy 0.00

History: New: 6/04/2009, 3/11/2010; 12/14/17

RESPONSIBILITIES OF THE SUPERINTENDENT OR MANAGEMENT COMPANY REPRESENTATIVE TO THE ACADEMY

1. The Superintendent or Management Company Representative shall be responsible for the administration and management of the School according to the appropriate Florida statutes, State Board of Education rules, and the adopted policies of the Governing Board. The Superintendent or Management Company Representative shall keep the Governing Board informed regarding all phases of the School, and shall act in accordance with South Tech Charter Academy, Inc.'s stated purpose and in a manner which optimum results are achieved in relation to the resources of South Tech Charter Academy, Inc..

2. Supervision of instruction within the Academy is vested in the Superintendent or Management Company Representative who recommends to the Governing Board any action needed. The approval of a policy by the Governing Board is a mandate for the administration of such policy. When possible, all matters coming before the Governing Board shall first be presented to the Superintendent or Management Company Representative for inclusion in the agenda. The Superintendent or Management Company Representative shall inform departments regarding Board actions pertinent to the department.

3. The Superintendent or Management Company Representative is responsible for all business operations, including management of assets at South Tech Charter Academy, Inc.; hiring, training, promotion, discipline and termination of employees; and for the establishment and maintenance of the business organization and structure to efficiently conduct the management functions.

4. The Superintendent or Management Company Representative will provide information to the Governing Board relative to special events, trends, material internal and external changes and assumptions upon which any board policy has been previously established. The Superintendent or Management Company Representative will:

    a. Submit monitoring data on Board policies in a timely and understandable fashion.

    b. Marshal as many staff and external points of view as needed for Board choices.

    c. Present all information in an understandable way and reasonable length.

    d. The Superintendent or Management Company Representative (for the Board) shall:
        i. Develop and recommend specific long and short term plans for South Tech Charter Academy, Inc.
        ii. Maintain appropriate relations with the Board and its committees and keep them informed.
        iii. Interpret trends in education, by involvement in the professional field as a whole.
        iv. Assist in orientation and training programs for the Board.

    e. The Superintendent or Management Company Representative (for the staff) shall:
        i. Supervise and direct key staff.
        ii. Evaluate key staff members.
        iii. Provide overall direction and control for the personnel of South Tech Charter Academy, Inc. including participation in or approval of personnel actions.
        iv. Manage volunteer staff activities.

    f. The Superintendent or Management Company Representative (for planning) shall:
        i. Evaluate services being provided to South Tech in relation to goals and standards, and recommend modification as appropriate.
        ii. Recommend new programs.

    g. The Superintendent or Management Company Representative (for finance) shall:
        i. Prepare budgets and control these resources once approved.
        ii. Direct all financial operations of South Tech.

Authority: 230.22(2)

RESPONSIBILITIES OF THE SUPERINTENDENT OR MANAGEMENT COMPANY REPRESENTATIVE TO THE ACADEMY

Implemented: 230.03(3)(4); 230.23; 230.31; 230.32; 230.33; 231.085, FS

Reference: Palm Beach School District Policies 1.012, 1.014

History: 7/01/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

South Tech Academy is operated under the By-Laws of South Tech Charter Academy, Inc, a not for profit Corporation, incorporated in the State of Florida. The By-laws are reproduced here so they may be subject to the same periodic review and update as other Governing Board policies.

By-Laws

SOUTH TECH CHARTER ACADEMY, INC.

SECTION ONE

General Provisions

1.1 Charter These By-laws are hereby adopted for and on behalf of SouthTech Charter Academy, Inc., a Florida not-for-profit corporation (hereafter called "School"). The name and purpose of the School shall be as set forth in its Articles of Incorporation and the conversion school Charter, (to be issued by the State of Florida), as amended from time to time. Said organization is organized exclusively for educational purposes, the making of distributions to organizations that qualify as exempt organizations described under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

1.2 Location The principal office of the School shall initially be located at the place set forth in the Articles of Incorporation. The Directors may change the location of the principal office within the State of Florida. The Directors may establish other offices and places of business in Florida or elsewhere as permitted by the School District and by law.

1.3 Fiscal Year Except as from time to time otherwise determined by the Directors of the School, the fiscal year of the School shall be the fiscal year of the Palm Beach County School District.

SECTION TWO

Directors

2.1 Powers A Board of Directors, who are hereinafter referred to as Board Members, shall manage the affairs of the School and may exercise all its powers with respect to the School, as set forth in these By-laws.

2.2 Number The Directors annually at their annual meeting shall determine the number of directors, which shall be no less than 7 and no more than 15 and shall elect the number of Directors so determined. The Board of Directors will consist of at least one member from each of the following groups: (i) parents or guardians of school students; and (ii) members of the community including those with business, legal and financial skills if available. The Directors may, at any special or regular meeting by an affirmative vote of a majority of Directors then in office, increase the number of Directors and elect new Directors to complete the number so fixed, or they may, by a

similar vote, decrease the number of Directors, but only to eliminate vacancies existing by reason of death, resignation, removal or disqualification of one or more Directors. The Directors may by an affirmative vote of a majority of Directors then in office fill any vacancy or vacancies on the Board and may exercise all their powers notwithstanding any vacancy or vacancies in their number. All Directors shall hold staggered terms of office with elections three years from the time of their election and thereafter until their respective successors are chosen and qualified; provided however that one third of the initial Members be elected initially for a one year term; one-third of the Members be elected initially for a two year term, and; one-third of the Members be elected initially for a for a full three year term. The Director shall hold such office until said Director shall retire, resign, or be removed as a Director by the Board of Directors, as herein provided.

2.2.1 Parent / Guardian Representative. The parent / guardian representative(s) shall be the parent or guardian of students enrolled in the School. The parents / guardians of the students shall be encouraged to meet and to make suggestions as to nominees for Board representation. The parent / guardian representative may hold office only so long as the parent or guardian has a child properly enrolled at the School. A child shall not be properly enrolled at the School if, among other things, the child is dismissed from the School or transferred to another school. If possible, a parent guardian representative shall also be a member of the School Improvement Steering Committee.

2.2.2 Other Directors All other Directors shall be elected by the Board of Directors. Any member of the Board of Directors may make nominations for the position of Director. In its discretion, the Board of Directors may appoint a Nominating Committee pursuant to section 4.2 hereof.

2.3 Resignation and Removal Any Director may resign by delivering a written letter of resignation to the Board Chairperson or to the School at its principal office. Such resignation shall be effective upon receipt unless it is specified to be effective at some time later. Any Director may be removed from office with or without cause by an affirmative vote of at least two-thirds of the Directors then in office. A Director may be removed for cause only after reasonable notice and an opportunity to be heard by the Board of Directors. Reasonable notice shall be in writing at least 14 days prior to the next Board meeting.

SECTION THREE

Meetings

3.1 Regular Meetings All meetings of the Board of Directors shall be open to the public. Regular scheduled meetings of the Board of Directors shall be held no less than monthly at such places and times as the Board of Directors shall designate.

3.2 Special Meetings Special Meetings of the Board of Directors shall be held at such

times and places as shall be designated by the Chair or upon the written request of any member of the Board of Directors. At Special Meetings, business shall be conducted in such order as from time to time the Board of Directors may determine.

3.3 Annual Meeting The Board of Directors shall meet annually at the principal office of the School, or at such place within the County of Palm Beach in the State of Florida, and at such time as the Board of Directors shall determine, except that such date shall not be a legal holiday. If the annual meeting is not held on the specific day, the Directors may hold a special meeting in place thereof, and any business transacted or elections held at such meeting shall have the same force and effect as if transacted or held at the annual meeting. The Board of Directors shall set the date of the annual meeting approximately 90 days after the end of each fiscal year so that financial statements of such immediately prior fiscal year may be available for review at such annual meeting.

3.4 Notice of Meetings Notice of any meeting of the Board of Directors shall be given as herein provided at least 5 days prior to such meeting unless due to an emergency situation a reasonable shorter notice period is appropriate under the circumstances. Public notice, if any, of such meetings shall be given as required by Florida law. Notice of the date, time, and place of all meetings of the Directors should be given to each Director by the Secretary or designee or by the Director calling a Special meeting. Such notice shall be given to each Director by mail, delivery service, facsimile transmission or electronic mail sent to such Director's usual or last known business or home address. Except as required by law, notice of any meeting of Directors need not be given, (i) to any Director who, either before or after the meeting, deliver a written waiver of notice, executed by the Director (or the Director's attorney thereunto authorized, which is filed with the records of the meeting; or (ii) to any Director who attends the meeting and who, either prior to the meeting or at its commencement, fails to protest the lack of such notice. Except as otherwise required by law, the Charter or these By-laws, a notice or waiver of notice need not specify the purpose of any regular or special meeting unless such purpose is, (i) the amendment or repeal of any provision of the Charter or these By-laws, or (ii) the removal of a Director or an Officer.

3.5 Quorum A majority of the Directors then in office shall constitute a quorum, but a lesser number may, without further notice, adjourn the meeting to any other time. At any meeting of Directors at which a quorum is present, the vote of a majority of those Directors present shall decide any matter unless the Charter or these By-laws, or any applicable law requires a different vote.

3.6 Electronic Attendance Board members may attend Board meetings, workshops and retreats; participate at such Board meetings, workshops and retreats through the use of communications media technology, as long as a quorum of Board members are physically present at the Board meeting, workshop or retreat.

3.7 Extenuating Circumstances The absentee Board member shall notice the Chair, or Chair Designee of his/her request to participate via communications media technology based on extraordinary circumstances.

3.8 Discussion All members are invited to engage in full discussion on all matters coming before the Board of Directors during duly called meetings. Matters which are deemed to be too detailed or require extended analysis and review may be assigned by the Chair to an appropriate Committee, task force or work group to work through the details and report their deliberations to the Board of Directors at the next Board of Directors meeting, or a Special Meeting may be scheduled, or the Chair may elect to limit or bring discussion to closure within a designated time as prescribed in Roberts Rules of Order. Any member of the public who is not a member of the Board of Directors may address the Board of Directors on any agenda matter at the beginning of said agenda item during the discussion a meeting and any non agenda matter at the end of a meeting. Each non member speaker is limited to no more than five (5) minutes unless otherwise granted by the Chair or Vice Chair.

3.9 Order of Business to be Considered Any business requiring exceptional scrutiny and analysis coming before the Board of Directors for formal action may be referred to the appropriate Committee for discussion and analysis unless such business is deemed by the Chair to be of such urgency that delay would be harmful to the Board of Directors or the School. Upon completion of Committee deliberations, the Committee Chair or designee will report, as appropriate, its findings to the full Board of Directors. At the discretion of the Chair, any new business may be considered at a duly constituted and noticed Regular Meeting or Special Meeting. The Chair may designate a time certain to accommodate reasonable discussion of new business, or, may assign such business to the appropriate Committee for deliberation. For the purpose of meeting deadlines due to time and/or resource constraint(s), the Board authorizes the Superintendent, or designee, and the Board Chair, or designee, to officially sign, execute, and submit time-sensitive documents such as, but not limited to: grants, reports, contracts, agreements, or other business-related documents for which the due date falls between prior and pending Board Meetings, but for which circumstances prevented the item of business being acted upon at the prior Board meeting. A notification will be sent to Board members upon submission of the subject document, and, in the case of grants and other revenue, a request for a vote of acceptance upon the award of said resource(s) to the SouthTech Schools System, in whole or in part. Reports, contracts, agreements, and other business-related documents would be brought before the Board for a ratification vote at the next pending Board Meeting. The sole purpose of this operational action is to better the School or System and directly benefit students or staff in situations where time or resources would otherwise negate a timely resolution. This conditional stipulation will become effective immediately and be annually renewed as part of the Annual Meeting.

3.10 Minutes A person designated by the Board of Directors shall prepare minutes of each Regular, Special and Annual meeting stating action taken at such meeting, and shall submit them to members as expeditiously as possible for their review. Any member may propose a correction at the meeting at which the minutes are subject to approval. The minutes together with such proposed corrections shall then be submitted for approval by the Directors during such meeting.

3.11 Maintenance of Records All regular meetings of the Board of Directors may be

recorded at the discretion of the Board. Written minutes of the action items at each meeting shall be public documents. The records of all meetings of the Board of Directors, the names and addresses of the Directors and Officers of the School, and the originals or attested copies of the Charter and By laws of the School shall be kept at the Superintendent or Management Company Representative's office of the School. Files containing Board of Directors minutes, correspondence, tapes, if any, and records shall be maintained at such office. Copies of documents shall be supplied in accordance with the Florida Public Records Law.

SECTION FOUR

Committees

4.1 Committees The Directors may elect or appoint such committees (which may include individuals who are not Directors) as they may from time to time determine necessary or advisable, may delegate to the extent permitted by law, the Charter, or these By-laws, such power and duties thereto as they may deem advisable; provided, however, that any committee to which the powers of the Directors are delegated shall consist solely of Directors and provided, however, that all committees shall be chaired by a Director. At any meeting of a committee, a quorum for the transaction of all business properly before the meeting shall consist of a majority of the members of such committee. A quorum, however, is NOT required for deliberations to continue, since any insufficiency will be rectified by reporting the committee's recommendation to the Board at which a quorum DOES need to be present for any approval or implementation of action. Any committee may, subject to the approval of the Board of Directors, make further rules for the conduct of its business. However, unless otherwise provided by vote of the Board of Directors, or by rules established by the Board of Directors, the business of any committee shall be conducted as nearly as may be in the same manner as is provided by these By-laws for the Board of Directors. The members of any committee shall serve on such committee at the pleasure of the Directors.

4.2 Nominating Committee In its discretion, the Board of Directors may elect a Nominating Committee at least 90 days before the annual meeting of the Board of Directors. If so elected, the Nominating Committee shall consist of three (3) Directors and two (2) individuals who are neither Directors nor officers of the School. The Superintendent or Management Company Representative of the School shall be a member of the Nominating Committee. The Nominating Committee shall, at least 30 days before the annual meeting of the Board of Directors, nominate candidates to serve as members of the Board of Directors.

4.3 Parental Involvement and Fund Raising Activities Committee In its discretion, the Board of Directors may appoint a Parental Involvement and Fund Raising Activities Committee. Such Committee shall plan and supervise all such activities and help ensure maximum participation of parents in activities of the School.

4.4 Personnel Evaluation Committee In its discretion, the Board of Directors may appoint a Personnel Evaluation Committee. Such Committee shall establish criteria for the

recruitment, evaluation, and contract renewal of the employees of the School and shall determine salaries and bonuses for such employees. If the Board creates such Committee, the School Superintendent or Management Company Representative shall serve on such Committee. In addition, in its discretion, the Board of Directors may establish procedures and criteria for the evaluation of the Superintendent or Management Company Representative said criteria will be applied by the Personnel Committee during its evaluation of employees as set forth above.

4.5 Educational Policy Committee In its discretion, the Board of Directors may appoint an Educational Policy Committee. Such Committee shall review and recommend revisions to the curriculum of the school as necessary. The Superintendent or Management Company Representative and parent representatives shall serve on such Educational Policy Committee and the Directors shall annually elect at least three other Directors to serve as members of the Committee for a term of one year.

4.6 Board Advisors In its discretion, the Board of Directors may designate certain persons or groups of persons to serve as advisors to the Directors. Such persons shall serve in an honorary capacity and, except as the Directors may otherwise designate, shall in such capacity have no right to take any official action on behalf of the School or the Board of Directors.

4.7 School Improvement Steering Committee In its discretion, the Board of Directors may appoint a School Improvement Steering Committee consisting of a Director to serve as chair, another Director to serve as back-up chair, the School Principal, and such members of the community at large, teachers, education support employees, students, and parents so as to represent the demographics of the school as nearly as possible. Teachers, education support employees, students, and parents shall be elected by their peer groups and confirmed by the Governing Board.

SECTION FIVE

Officers

5.1 Chairperson and Vice-Chairperson of the Board The Directors may elect at the annual meeting a Chairperson and Vice-Chairperson of the Board of Directors. The office of Chairperson and Vice-Chairperson shall be for a term of one year. Except as otherwise provided by law, the Chairperson and Vice-Chairperson shall hold office until the next annual meeting of the Directors or the special meeting held in lieu thereof, and thereafter until their respective successors are chosen and qualified, unless a shorter term is specified in electing or appointing them. The Chairperson and Vice-Chairperson may serve in such capacity for as many terms as the majority of members continue to elect them through the specified electoral process. The fact that an individual is currently serving as Chairperson and Vice-Chairperson shall not create any presumption that such individual shall be nominated for either such position in any subsequent year.
Duties: The Chairperson shall establish the agenda for all meetings of the Board of Directors in consultation with the Superintendent or Management Company Representative and as appropriate in the discretion of the Chairperson, with other

members of the Board of Directors. The Chairperson shall preside over all meetings of the Board of Directors and shall have other powers, as the Board of Directors shall determine. The Chairperson shall serve as signatory on financial accounts and official school business. Acting as spokesperson for the Governing Board also falls under the Chairperson's duties of office. In the absence of the Chairperson at any meeting of the Board, the Vice-Chairperson shall exercise the rights and perform the functions of the Chairperson. In the absence of the Chairperson and the vice Chairperson, the Secretary shall exercise the rights and perform the functions of the Chairperson.

5.2 Vice Chair: In the absence of the Chairperson, or in the event of his/her inability or refusal to act, the Vice Chairperson shall perform the duties of the Chair and when so acting shall have all the powers of and subject to all restrictions upon the Chair. Any action taken by the Vice Chairperson in the performance of the duties of the Chairperson shall be conclusive evidence of the absence or inability to act by the Chairperson at the time such action was taken. The Vice Chairperson shall perform such other duties as, from time to time, may be assigned to him/her by the Chairperson or by the Board of Directors.

5.3 Treasurer The Treasurer shall chair a finance committee composed of Board members appointed by the Board Chair, and appropriate School staff and consultants and serve as signatory on financial accounts. The committee shall meet at least monthly to review and assess the financial condition of the School. The Treasurer shall present a report on the financial condition and affairs of the School, along with any recommendations for Board action at each meeting of the Board of Directors. The Treasurer shall review all financial filings required by the School District of Palm Beach County, State of Florida, the Internal Revenue Service and any other government agency. The Treasurer shall have such other powers and duties as are usually incident to that office and may be vested in that office by these By-laws or by the Directors.

5.4 Secretary The Secretary shall maintain records of all action items at all meetings of the Directors in a book or series of books kept for that purpose. The Secretary, or designee, shall give such notices of meetings of Directors as are required by the Charter, these By-laws, or state law. No longer than five days before any meeting of the Board of Directors, the Secretary, or designee, shall distribute to the members of the Board of Directors copies of any minutes of the prior meetings of the Board of Directors that have not been approved by the Board of Directors. The Secretary shall have such other powers and duties as are usually incident to that office and as may be vested in that office by these By-laws or by the Directors. In the absence of the Secretary from any meeting of Directors, a temporary Secretary designated by the person presiding at the meeting shall perform the duties of the Secretary at such meeting. The Secretary shall oversee the person designated by the Board to record the minutes of all action items taken by the Board at any meeting. In the absence of the Chairperson and the Vice Chairperson, the Secretary shall exercise the rights and perform the functions of the Chairperson.

5.6 Other Officers Other officers shall have such duties and powers as may be designated from time to time by the Directors.

5.7 Resignation and Removal Any officer may resign by delivering a written resignation to the Chairperson or Secretary and shall be effective upon receipt, unless it is specified to be effective at some time later. The Directors may remove any officer, with or without cause, by a vote of two thirds of the Directors then in office. An officer may be removed for cause only after reasonable notice and an opportunity to be heard by the Board of Directors. Reasonable notice shall be in writing at least 14 days prior to the next Board meeting.

5.8 Superintendent or Management Company Representative The Superintendent or Management Company Representative shall be the chief executive officer of the School and, subject to the direction and control of the Board of Directors, shall have general charge of the affairs of the School. The Superintendent or Management Company Representative shall have such other powers and duties as are usually incident to the office and as may be vested in that office by By-laws or by policy and procedures established by the Directors.

SECTION SIX

Compensation and Personal Liability

6.1 Compensation No Director shall receive any compensation for services rendered as a Director. Notwithstanding the foregoing, any Director may, be reimbursed for necessary out-of-pocket expenses, including travel expenses and expenses reasonably incurred by the Director in the performance of duties as a Director.

6.2 Personal Liability, Indemnification and Insurance Subject to the restrictions set forth in Florida Statutes 768.1355, 617.0834 and other rules and regulations, the Directors and Officers of the School shall not be personally liable for any debt, liability or obligation of the School. All persons, corporations or other entities extending credit to, contracting with, or having any claims against the School, may look only to the funds and property of the School for payment of any such contract or claim, or for payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the School. The Board of Directors shall require that the School carry adequate Director and Officer Liability insurance in connection with the performance of their duties pursuant to the By-laws, the Charter or applicable law.

The Corporation shall indemnify to the fullest extent permitted by law each of its officers, Directors, whether or not then in office (and his executor, administrator and/or heirs) or any person who may have served at its request as a director or officer, against all reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and necessarily incurred by him or her in connection with any threatened, pending or completed action, suit, proceeding or arbitration, whether civil or criminal, administrative or investigative (including any appeal thereof), to which he or she is or is threatened to be made a party because he or she is or was a Director, officer, employee or agent of this Corporation. He or she shall have no right to reimbursement, however, in relation to matters as to which he or she has been adjudged liable to the Corporation for gross negligence or willful misconduct in the performance of his or her

duties to the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, officer, employee or agent may be entitled.

SECTION SEVEN

Conflict of Interest, Grievance

7.1 Transactions with Interested Persons The School shall not enter into any contract or transact any business in which any part of the assets or net earnings, if any, of the School shall inure to the benefit of, or be distributable to, any Director or Officer of the School, except that the School may pay reasonable compensation for services rendered or goods provided, and may make payments and distributions in furtherance of its purpose as set forth in the Charter.

7.2 Conflict of Interest The Board of Directors shall follow all applicable laws pertaining to conflicts of interest. The Chair of the Board of Directors may appoint a Committee to review and establish a separate conflict of interest policy, which will manage matters of conflict of interest coming before the Board of Directors.

7.3 Grievances The Chair of the Board of Directors may appoint a Committee to review and establish a grievance procedure policy and conflict resolution, which shall manage matters concerning disputes and grievances coming before the Board of Directors.

SECTION EIGHT

Miscellaneous Provisions

8.1 Executions of Instruments All contracts, deeds, leases, bonds, notes, authorized to be executed by an officer of the School on its behalf shall be signed by the Superintendent or Management Company Representative, or designee, and the Board Chair, or designee. Checks, drafts and other instruments authorized to be executed by an officer of the School on the Boards' behalf shall be signed by the Superintendent or Management Company Representative, or designee and one other Board-approved bank account signatory, except as the Directors may generally or in particular cases otherwise determine.

8.2 Governing Procedures The meetings of the Board of Directors shall be conducted in accordance with Roberts Rules of Order, except to the extent the provisions hereof conflict with the provisions thereof, in which event, these By-laws shall prevail.

8.3 Gifts The Chair may, upon approval of the Board of Directors, accept on behalf of the Board of Directors any contribution, gift, bequest, or device for the general purposes, or for any special purpose of the Board of Directors which is for the benefit of the School. The Superintendent or Management Company Representative may receive such gifts

subject to subsequent approval of the Board of Directors.

SECTION NINE

Additional Provisions

9.1 Amendment These By-laws may be altered, amended or repealed, or new by-laws may be adopted, by an affirmative vote of a majority of Directors then in office, at an annual meeting of the Directors or special meeting of the Directors; provided, however, that notice shall be given in the notice of the meeting that an alteration, amendment or repeal of the By-laws, or that new by-laws may be adopted, is subject to a vote by the Board.

9.2 Invalidity of Provisions In the event any provision, clause, sentence, paragraph, sub-section, section or article hereof conflicts with, or is declared to be invalid or unlawful by a court of competent jurisdiction, such judgment or decree shall not affect, impair, invalidate or nullify the remainder of these by-laws and shall be deemed stricken here from but the effect of such judgment or decree shall be confined to the clause, sentence, paragraph, subsection, section or article, and the remainder of these Bylaws shall be in full force and effect without regard to such invalid provision.

9.3 Effective Date These By-laws shall become effective as provided in 9.4 below and in their entirety immediately upon the issuance of a Charter for the School. At such time the Board of Directors shall be a Governing Board in connection with the affairs of the School as set forth herein.

9.4 Founding Board To the extent applicable, these By-laws shall also immediately serve as the By-laws of the founding board of SouthTech Charter Academy, Inc., which nonprofit Florida Corporation was established to achieve conversion charter school status for SouthTechnical Community High School, Boynton Beach, Florida pursuant to Title XLVIII of the State of Florida Statutes. Such founding board shall include those Directors set forth in the Articles of Incorporation of said corporation. Additional members of the founding board may be added by majority vote of the original Directors, provided however, the number of Directors of the founding board shall not exceed 15 nor be less than 9. The members of the founding board shall have any and all such powers as may be reasonably necessary to pursue, apply for and obtain a Charter as a conversion charter school for said SouthTechnical Community High School pursuant to the laws of the State of Florida. It is recognized and understood that the interest and skills of the members of the founding board may not be the same as the interest and skills necessary for members of the Governing Board of Directors of the School at such time that a Charter is issued. Therefore upon the issuance of a Charter, the founding Board of Directors shall elect by majority vote a Governing Board of Directors as set forth in these By-laws.

9.5 Governing Entity It is intended that upon issuance of such Charter for the School, the subject nonprofit corporation, SouthTech Charter Academy, Inc., shall be the governing entity for the School and shall have all such powers as provided in its Articles of

Incorporation, these By-laws, the Charter and the laws of the State of Florida including those applicable to conversion charter schools.

9.6 Internal Revenue Code Notwithstanding anything herein to the contrary, no part of the net earnings, if any, of the subject corporation shall inure to the benefit of or be distributed to its Directors, Officers or any other person, except that this corporation shall be authorized to pay reasonable compensation for services and materials rendered. Upon dissolution of this corporation, all its assets remaining after payment of all costs and expenses of such dissolution shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes, or to organizations which have qualified for exemption under section 501 (c) (3) of the Internal Revenue Code, as amended, or to the Federal Government or to a State or local government, for charitable purposes, and none of the assets will be distributed to any member, Officer or Director of this corporation.

SECTION TEN

Adoption

10.1 Adoption: The By-laws as herein above stated are adopted for and on behalf of SouthTech Charter Academy, Inc. a Florida not for profit corporation at a duly called meeting of its Board of Directors on August 14, 2003, and revised at a duly called meeting of its Board of Directors on February 17, 2005. These By-Laws were further revised at a duly called meeting of the Board of Directors on July 7, 2005. These By-Laws were further revised at a duly called meeting of the Board of Directors on September 22, 2005. These By-Laws were further revised at a duly called meeting of the Board of Directors on November 2, 2006. These By-Laws were further revised at a duly called meeting of the Board of Directors on September 20, 2007. These By-Laws were further revised at a duly called Annual Meeting of the Board of Directors on September 25, 2008. These By-Laws were further revised at a duly called Annual Meeting of the Board of Directors on November 6, 2008. These By-Laws were further revised at a duly called meeting of the Board of Directors on June 4, 2009. These By-Laws were further revised at a duly called meeting of the Board of Directors on September 23, 2010. These By-Laws were further revised at a duly called meeting of the Board of Directors on September 22, 2011. These By-Laws were further revised at a duly called meeting of the Board of Directors on October 13, 2011. These By-Laws were further revised at a duly called meeting of the Board of Directors on December 13, 2012. These By-Laws were further revised at a duly called meeting of the Board of Directors on August 10, 2017. These By-Laws were further revised at a duly called meeting of the Board of Directors on June 20, 2018. These By-Laws were further revised at a duly called meeting of the Board of Directors on August 9, 2018. These By-Laws were further revised at a duly called meeting of the Board of Directors on June 16, 2020.

PARENTAL/FAMILY INVOLVEMENT

1. Definitions – Unless the context requires otherwise, the following definitions apply to this policy:

   a. Parent: Although involvement of a student's mother, father, or legal guardian is the special focus of this policy, the Board recognizes that all persons concerned with the education of students should work together to meet student needs; thus, as used herein, the term "parent" refers in a broad sense to any of the caring adults who play a significant role in the care of a student enrolled in the School.

   b. School: As used herein, the term "School" refers to South Tech Charter Academy, Inc..

2. Parental/Family Involvement: A School/Home Partnership:

   a. The Board recognizes that among the factors necessary to improve learning are:
      i. A sound educational program, and
      ii. Consistent voluntary involvement of parents, and other influential adults.

   b. The Board recognizes that parental involvement is a desirable element in effective education, and that student achievement can reach higher levels when parents, schools and the community work together in a collaborative endeavor to support student learning.

   c. Although parents are of diverse cultures, languages, and needs, they share the desire for the educational success of their children. Hence, the programs and practices established by the School, in collaboration with parents and the community through the school improvement process, shall support family involvement and reflect the specific needs of students and their families. The School has the responsibility to involve parents, and parents have the responsibility to become involved in the School.

3. Communication: - In accordance with Fla. Stat. 230.23(15)(b), the Board encourages teachers and administrators to keep parents informed of student progress, programs, attendance, and the availability of resources for academic assistance.

4. Family-Friendly School – The school buildings should be a welcoming place, clearly accessible to parents, consistent with established security procedures and the Superintendent or Management Company Representative authority under the School Code and case law. Parental access shall not interfere with the rights of students, teachers and administrators to have an orderly instructional environment.

5. National Standards for Parent/Family Involvement Programs:

   The Governing Board endorses the following standards as set forth in the *National Standards for Parent/Family Involvement Programs* as adopted by the National PTA.

   a. Standard I: Communicating – The Board encourages communication between the home and school that is on-going, interactive, and reasonably accommodates all parents, including those with limited English proficiency or disabilities. Interaction with parents should be handled in a non-judgmental manner that recognizes a variety of parental styles, family structures and circumstances; as well as individual differences reflected in the values, cultures, and diversity of the student population. Regular parent/teacher dialogue is encouraged at all grade levels.

   b. Standard II: Parenting – The Board is supportive of basic adult literacy on topics such as nutrition, health, self-esteem, parent-child communication, motivation, discipline, child development, monitoring television viewing, monitoring internet usage, assisting with homework, and other topics that enable parents to be full partners in the education of their children.

c. Standard III: Student Learning: - The Board endorses assisting parents to play an integral role in student learning by providing parents information on grade-level expectations and their children's progress toward proficiency, specific activities that can be done at home, and hoe to partner with teachers to maximize student achievement.

d. Standard IV: Volunteering – The Board is supportive of the creation of meaningful volunteer opportunities. Parents are welcome in the School, pursuant to Board policy, and their support and assistance are sought.

e. Standard V: School Decision Making and Advocacy – The Board encourages the involvement of parents as full partners in the decisions and practices of the School that affects children and families through the School improvement process, the School Advisory Council (SAC), PTSA and other decision making groups as appropriate.

f. Standard VI: Collaborating with the Community – The Board supports the strengthening of school programs, family practices, and student learning through the integration of community resources and business partnerships consistent with Fla. Stat. 230.005(5). Schools and parent groups should actively recruit persons to serve as role models and mentors.

Authority: 230.22(1)(2); 230.23(22); 230.23005(5) FS

Implemented: 230.03(2); 230.22(1); 230.005(5); 231.07; 231.085(1) FS

Reference: Palm Beach School District Policy 1.015, National Standards for Parent/Family Involvement Programs issued by the National PTA (1998), ISBN 0-88109-002-6

History: New: 7/01/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

GOVERNING BOARD

The By-laws of SouthTech Charter Academy, Inc. specify that the Governing Board of SouthTech Charter Academy, Inc. be no less than nine (9) members and no more than fifteen members (15). These limits may be changed by revising the By-laws. The By-laws also specify that members are elected for a period of three (3) years, with one-third of the members elected each year. There are no term limits specified.
To accomplish staggered terms, The Founding Board established terms defined below at it's meeting of October 16, 2003. Board members elected subsequent to that meeting assume the term of the Board member they replaced.

BOARD MEMBER		TERM ENDS
James Notter	Chair	September 30, 2022
Robert Kesten	Interim-Vice Chair	September 30, 2020
Dan Heller	Treasurer	September 30, 2020
Ayesha Edmond	Secretary	September 30, 2021
Carl McKoy		September 30, 2020
Roger Dunson		September 30, 2021
Russ Feldman		September 30, 2021
Diane Heinz		September 30, 2021
Suzanne Nicolini		September 30, 2022
Vacant		September 30, 2020
Vacant		September 30, 2020
Vacant		September 30, 2019
Vacant		September 30, 2019
Vacant		September 30, 2019
Vacant		September 30, 2021

Authority: By-laws of SouthTech Charter Academy, Inc.

History: New: 11/18/2004, Revised: 04/07/05, 04/21/05, 07/07/05, 9/22/05, 12/01/05, 01/12/06, 02/02/06, 03/02/06, 09/21/06, 11/02/2006, 12/11/2006, 04/12/07,07/12/07, 09/20/2007, 09/25/08, 12/11/08, 04/06/09, 07/01/09, 9/3/09, 9/24/09, 12/10/09, 4/08/2010, 5/13/2010, 7/01/2010, 9/23/2010, 10/15/10, 11/11/10, 1/13/11, 3/10/11, 4/14/11, 6/09/11, 08/11/11, 09/22/11, 10/13/11; 03/08/12; 05/10/12; 09/27/12; 12/13/12; 10/10/13; 04/10/14; 6/26/14; 10/09/14; 07/31/15; 08/13/15; 11/12/15; 10/13/16; 12/8/16; 12/14/17; 08/09/18; 10/11/18; 01/17/19; 03/14/19; 09/17/19; 10/10/19; 11/14/19; 12/12/19

GOVERNING BOARD MEETINGS

1. All meetings of the Board shall be open to the public except those meetings exempted under the Florida Sunshine Statutes and the Public Employees Relations Act. The Governing Board of South Tech Charter Academy, Inc. invites the advice and counsel of the people within the geographical area it serves, including by means of public comment at the Board's regular, special, and workshop meetings which are open to the public.

2. All regular Board meetings shall begin at 7:00PM. The date and time of regular meetings will be determined at its organizational meeting in July. Special meetings may be called for any location as provided by Florida statutes, within the County by the Academy Superintendent or Management Company Representative upon forty-eight (48) hours notice. Special meetings may be called by: the Academy Superintendent or Management Company Representative, Board Chair, or Board, pursuant to the procedure set forth in 230.16 Fla. Stat.

3. Workshop and special meetings conducted by the Board shall begin at times designated by the Board, Board Chair, or Superintendent or Management Company Representative or Management Company Representative. The purpose of the workshop meeting shall be to acquaint the Board with background information prior to regular and special Board meetings. No Board votes will be taken at a workshop. The purpose of special meetings includes dealing with:

    a. Important matters arising between regular meetings, which require urgent action;

    b. Specific matters of business not being raised at the Board's regular meeting;

    c. Emergencies; or

    d. Other matters as decided by the Superintendent or Management Company Representative, or as decided by Board Chair, or majority of the Board, in the event the Superintendent or Management Company Representative should decline to call a special meeting when requested to do so by the Chair or majority of the Board pursuant to 230.16 FS.

4. All Governing Board meetings shall be conducted in accordance with Robert's Rules of Order, the Governing Board's special rules of order, this policy, and the Florida statues, including the Florida Administrative Procedure Act. Where there is a conflict, this policy or the Board's special rules shall apply. The Board may suspend the rules within this policy for a particular meeting by a two-thirds (2/3) vote of those members present.

5. All items to be considered at regular Governing Board meetings shall be submitted to the Superintendent or Management Company Representative's office for inclusion on the agenda not later than 2:00PM nine (9) working days prior to the meeting at which consideration is desired. After the agenda has been published and distributed pursuant to law, items may only be added for good cause, which may be reflected in the Board report and/or discussion at the meeting, and notification of such change shall be at the earliest practicable time.

6. Persons desiring to speak before the Board may call or write to the Superintendent or Management Company Representative's office prior to 12:00PM the day of the Board meeting to advise of their intent to address the Board, and, if applicable, the particular agenda item to which they wish to speak. The Superintendent or Management Company Representative shall provide a list of persons who called or wrote to address the Board, as well as, if applicable, the particular agenda item they wish to address. Anyone else who desires to speak before the Board shall complete a card and provide the card to the Secretary before the meeting begins. Speakers may address the Board no longer than three (3) minutes on agenda or non-agenda items at the appropriate time. Public comments at special meetings and workshops shall be limited to agenda items for that meeting. The Board may vote to limit time to a lesser amount due to the volume of speakers.

7. If a Governing Board member requests that a member of the audience address the Board, the Chairman will poll the Board and consensus will prevail.

8. A unanimous vote will be considered if all members audibly vote “yes” or if they remain silent, it will mean consent. However if a member votes “no”, it will then be considered a split vote, and the minutes will record the name of each member and how he/she voted on the question.

9. The official minutes of the Governing Board shall be taken and recorded as required by Florida’s public meetings and public records statutes and FS 230.23(1)(a)&(b), and shall be kept in a safe place by the Superintendent or Management Company Representative and made available to any citizen desiring to examine the minutes during hours the office is open.

    a. Minutes of regular and special Board meetings shall record only the date, starting and ending times, Board members in attendance, presenters, conclusion of discussion items, motions, resolutions, and necessary information related thereto, the name of any person making a motion, or submitting a resolution, and the vote thereon. If any member of the Governing Board or Superintendent or Management Company Representative wishes any of that person’s statements recorded, the Board member or Superintendent or Management Company Representative may request during the meeting that such statement become part of the official minutes.

    b. Minutes of Governing Board workshop sessions shall indicate the date, starting and ending time, attending participants, and subject(s) presented and discussed. These minutes shall clearly indicate that no official actions were taken by the Board during this session, and that audio tapes are maintained by the Board office for the official record of these proceedings.

10. The order of regular and special meetings shall follow the format shown below:

MEETING AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Roll Call - Board Secretary – Confirm Quorum Present

4. Open Meeting Act Statement

   The Governing Board will provide reasonable public notice of the date, time, and place of its meetings and will maintain detailed minutes of its meetings that shall be regularly scheduled. Such meetings will be open to the public, and the minutes shall be available for public review. Meetings of the Governing Board shall be open to the media and public and comply with Fla. Stat. 286.011, unless the law requires confidentiality.

5. Public Presentation

6. Approval of Minutes of Last Meeting

7. Treasurer’s/Financial Report – Current Monthly Bank Reconciliation and Disbursement Report

8. Reports

   a. Academy Superintendent or Management Company Representative

b. Committees

Policy Personnel, Business Partners/Government, SAC, Building Fund, Public Relations

9. Public Comments on Agenda Items – Five (5) Minutes Maximum Each Person

10. Introduction of Consent Agenda – Superintendent or Management Company Representative

Old Business Administrative Items (A) Personnel Items (B)

Financial Items (C) Emergency Items (E)

11. Poll Board for Items to be Pulled for Comment or Questions

12. Approval of Consent Agenda Except for Items Pulled

13. Approval of Each Pulled Item (Item-by Item) – Introduction by Superintendent or Management Company Representative

14. Public Comments on non Agenda Items – Five (5) Minutes Maximum Each Person

15. Board Comments

16 Motion to Adjourn

11. In both regular and special meetings, the Board may utilize a consent agenda to increase the efficiency of approving large numbers of routine or non-controversial items. Except for any item that a Governing Board member pulls from the consent agenda, all items on the consent agenda may be approved in gross and without debate and amendment. Any consent agenda item containing expenditures must be voted by roll call vote.

12. The order of special meetings shall be as required by Florida law and, if specified on the agenda, may include a consent agenda, which shall be called up and later approved before any consent agenda items are discussed.

13. The consent agenda of either a regular or special meeting may include proposed policy development items unless, after publication of the adoption notice, an affected person has specifically requested public discussion of the proposed rule pursuant to the hearing request provisions of FS 120.54(3).

14. Meetings on expulsions are exempted from Florida's Government in the Sunshine Law, unless properly waived. Such recommendations for expulsion are done at special meetings of the Board, which are not open to the public.

15. Board members may participate and vote by the use of electronic media technology to allow an absent member of the Board to attend the meeting in those instances where a Board member is confined to home or hospital due to illness or accident, or when an immediate member of the family is seriously ill or has died, or when work related schedule conflicts prevent Board member meeting attendance. Board members on vacation may not vote. Any absence will require a vote by the majority of the Board to allow the member to vote. Board Members with three (3) UNEXCUSED absences per year (July 1 to June 30) from REGULAR BOARD MEETINGS shall be subject to removal from the Board upon a vote of the majority of Board members.

a. Board members wishing to vote in absentia as a result of an excused absence, must notify the Superintendent or Management Company Representative's office by 2:00PM of the day of the Board meeting stating the reason for their absence.

b. Board members voting via e-mail or fax must certify they have read the agenda item(s) on which they are voting, and have a knowledgeable understanding of the item(s). The e-mail or fax will be included in Board minutes.

c. Board members voting by telephone or cell phone must certify in writing, via letter e-mail or fax, within seventy-two (72) hours that they have read the agenda item(s) and have a knowledgeable understanding of the item(s). This document will be included in the Board minutes.

Authority: FS 230.17; 230.22(1); 230.23(22); 230.23005(10)

Implemented: FS 120.525; 120.569; 120.57; 120.81(1)(f)(i); 230.15; 230.16; 230.23005(6)(10); 230.23(1)(a)(b); 230.23(6)(c); 230.33(2)

Attorney General Opinion: 93.03

Reference: Palm Beach School District Policy 1.03

History: New: 5/20/2004

Revised: 6/17/2004, 7/01/2004, 3/03/2005, 4/14/05, 7/07/2005, 03/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **1.032**

Emergency Policy Relating to School Board Meetings

1. **Purpose**. The Board recognizes the need during the health emergency posed by the spread of COVID-19 to hold virtual or telephonic meetings as set forth in the March 17. 2020 Florida Department of Education's Additional Guidance for the 2019-20 School Year, or for reasons allowed by any subsequent Executive Orders, Florida DOE directives, Attorney General Opinions, or Florida Laws (hereinafter referred to as "Directives").

2. **Emergency Meetings During This Time.** This Policy modifies and supersedes Board Policy 1.03 on Board meetings. This Policy is consistent with the Directives to address items during this time and hold virtual or telephonic meetings where a quorum of Board members is not required to be physically present at the meeting in order to conduct and vote upon business. These meetings must be accessible to interested members of the public who wish to attend.

3. **Public Comment**: In addition, this Policy modifies certain provisions in Policy 1.03 relating to public comment and allows public comment on agenda items through the virtual meeting. The meeting Notice shall state:
    a. how interested persons can attend virtually and

    b. the method (such as telephone number) for public comments to be made verbally and in writing.

4. **Authority.** This policy supersedes any other policy and Policy 1.03 that is not consistent with the language herein relating to the emergency Board meetings.

5. **Duration of Policy.** This policy becomes effective upon its emergency adoption. This policy shall remain effective for 90 days.

Authority:	FS 120.54 (4); 120.81 (1); 1001.32 (2); 1001.42 (28).
Implemented:	FS 120.54 (4); 1001.41 (1) & (3); 1001.42, including (8); 1001.43, including (10); 1001.48; 1001.49; 1001.51.
Reference:	Palm Beach School District Policy 1.032
History:	New: 4/30/20

South Tech Charter Academy, Inc. Board Policy **1.04**

STRATEGIC PLAN

1. A strategic Plan for Education which contains a mission statement, strategic objectives, strategic policies, strategies (goals), and action plans will be developed by educators and community members as appropriate.

2. After review and input from the Governing Board, the Mission, Objectives, Policies, and Strategies of the Strategic Plan will be adopted at a regularly scheduled Governing Board meeting.

3. An annual update of the Strategic Plan will occur as warranted by internal or external conditions to ensure that the Strategic Plan is adjusted to reflect both current and future needs and mandates. The updated Plan must be adopted by the Governing Board at a regular meeting.

4. The Strategic Plan will be used by the Governing Board and Superintendent or Management Company Representative as a guide for educational, financial, and managerial decision-making.

5. The Strategic Plan will be included in the Governing Board Policy handbook.

6. Under conditions of resource constraints, the Superintendent or Management Company Representative will be responsible for recommending priority goals from the Strategic Plan to the Governing Board.

Authority: 120.53; 230.22 FS

Implemented: 229.555; 229.58; 230.23; 236.02 FS

Reference: Palm Beach School District Policy 1.06

History: New: 7/01/2004; Revised: 7/07/2005; 12/14/17

South Tech Charter Academy, Inc. Board Policy **1.05**

AUDIT COMMITTEE

1. The Finance Committee appointed by the Chairman shall be the Audit Committee.

2. The Audit Committee will view the budget as the South Tech Charter Academy, Inc. Financial Plan and approval by the Governing Board will be authority for the Superintendent or Management Company Representative to manage South Tech's finances according to the Plan without seeking further approval of the Board. The Governing Board must be informed by the Superintendent or Management Company Representative of the ongoing status of the Plan, and will not make expenditures outside the Plan without seeking Board approval to amend the budget. Such recommendations can be for contracts not included in the budget, or a major expenditure proposal not included in the approved budget.

3. The Audit Committee shall be under the same rules and regulations as appear in Section 4.1, of the By-laws and South Tech Charter Academy, Inc. Board Policy 1.051.

Authority: South Tech Charter Academy, Inc. By-laws, Section 4.1

Implemented: South Tech Charter Academy, Inc. By-laws, Section 4.1

History: New: 7/01/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **1.051**

ADVISORY COMMITTEES TO THE BOARD

1. Advisory committees may be created to advise the Board on specific matters requiring extensive study and discussion. All committees shall be appointed by the Chair and may include Governing Board members as well as non-members. Each committee shall be given a specific duty and no committees shall conflict. Instruction to each committee shall include the following:

    a. An explicit statement of the committee's mission.

    b. Uniform rules of parliamentary procedure, such as Robert's Rules of Order, under which the committee will conduct its meetings.

    c. Qualifications for membership and terms of membership (i.e. temporary or continuing).

    d. A provision permitting the board to terminate the committee before its expiration date upon recommendation of the Superintendent or Management Company Representative with stated cause.

2. The committee at its first organizational meeting, select a chairperson and adopt rules which shall include meeting dates and times, attendance requirements and removal 0of those who exceed the amount of excused absences.

3. Advisory committee members shall serve only in a voluntary capacity. All members must reside in Palm Beach County.

4. Advisory committees should not be appointed to advise on matters requiring a decision by the Board unless adequate time is allowed for a thorough study by the committee.

5. Members of advisory committees should be representative of the community.

6. Members of advisory committees are subject to conflict of interest rules, Chapter 112 Fla. Stat.

7. All advisory committee meetings shall be subject to the open meetings provision of 286.011 F.S. All papers maintained by committee members are subject to full disclosure required by Chap.119 F. S.

8. All Board members should be encouraged to attend various committee meetings at their convenience.

9. No committee member may direct staff. Any request for services shall be directed to the Superintendent.

10. Reports or recommendations of the advisory committees shall be made on a regular basis at regular Governing Board meetings.

11. The Superintendent or Management Company Representative shall keep a record of all advisory committees and their missions.

Authority: 230.22(1); 230.22(2); 230.23005(10) Fla. Stat.

Implemented: 230.22(1); 230.23005(10); 286.011 Fla. Stat.

Reference: Palm Beach School District Policy 1.09

History: New: 7/01/2004, 3/11/2010; 12/14/17

INTERNAL AUDIT FUNCTION

1. Purpose:

   a. It is the express interest of the Governing Board and Superintendent or Management Company Representative of the Academy to promote fiscal responsibility and accountability for the operations of the Academy. The internal audit function shall be considered an integral element in achieving these goals, with a view of assisting the Governing Board and Academy management in carrying out their responsibilities relating to fiscal policies, internal controls, and management reporting policies.

   b. Internal audit will serve an independent appraisal function within the Academy to examine and evaluate its activities, including the adequacy and effectiveness of the Academy's system of internal controls and quality of performance. Internal audit will provide analyses, appraisals, recommendations, counsel, and information concerning activities reviewed. The Governing Board and school management will be notified of any problem areas. The Auditor will advise individual Board members periodically of significant findings identified during audits before release of the report.

2. Organization of Internal Audit Functions:

   a. To promote independence and objectivity of the audit function, the auditor shall report to, and be evaluated by the Governing Board pursuant to Florida Statute 1002.42(10)(1) with input from the Audit Committee in accordance with South Tech Academy, Inc. Policy 1.05.

   b. The Audit Committee is governed by Policy 1.05. It shall promote independence in the internal audit function and advise on ensuring broad audit coverage, adequate consideration of audit reports, and appropriate action on audit recommendations.

3. Authority:

   To properly carry out its responsibilities, internal audit shall reasonably be granted:

   a. The authority to conduct performance and financial audits of all departments, offices, activities, and programs under control of the Governing Board, and expenditures incurred by the Academy.

   b. Complete and unrestricted access to all Academy records, documents, and facilities, or other assets owned or borrowed, or used by the Academy, which includes information regarding vendors, as deemed necessary in performing audit activities.

   c. The authority to request reasonable assistance from appropriate personnel in locating assets and obtaining records and documents.

   d. Unrestricted interview privileges, both written and oral, with all Academy management and employees. The Auditor may also obtain information from vendors when such information is needed while conducting an audit.

4. Responsibility and Scope of Activities:

   Types of audits to be performed by internal audit shall include, but not be limited to: performance, economy and efficiency, program and financial-related audits as defined by the ***Government Audits Standards.***

5. Auditing and Reporting Procedures:

   a. Internal audit will conduct its affairs in accordance with this policy, any policy required by the Audit Committee, the Government Auditing Standards, and the Audit Manual, which is incorporated by reference herein and made apart of this policy, provided nothing in the Manual shall be interpreted as being contrary to state or federal law. The Audit Manual shall be filed with the Superintendent or Management Company Representative's office.

   b. During the course of audit work, the Auditor and his staff shall be alert to any indications of fraud, abuse, or illegal acts. The Auditor should consult with the Academy attorney where instances of apparent malfeasance occur.

   c. Before issuing a final written report, the Auditor will place it on the agenda for the next available Audit Committee meeting prior to submitting the final report to the Governing Board.

   d. Pursuant to 119.07(3)(y), Fla. Stat. And Ch. 95-399 2, Laws of Fla., work papers, notes, and preliminary or draft audit reports shall be held confidential and exempt from public-records disclosure until the audit is completed by submission of the final draft to the Governing Board.

   e. To enhance the independence, objectivity, and effectiveness of the auditing process, the final report shall be submitted to all members of the Governing Board, the Superintendent or Management Company Representative and affected department heads. After submission of the final report to the Governing Board, audit reports will be available to members of the press and general public upon request.

   f. The Auditor may request periodic status reports from audited departments regarding corrective action taken to correct reported deficiencies or implement audit recommendations.

Authority: 101.41(2), 1001.42(22), 1002.33(9)(g)(i) FS

Implemented: 119.07(3)(y); 1001.41; 1001.42(10)(l); 286.11, 1002.33(9)(g)(i) FS

Reference: Palm Beach School District Policy 1.092; Government Auditing Standards, General Accounting Office, US Comptroller of the Treasury

History: New: 7/01/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

SOUTH TECH CHARTER ACADEMY, INC.
BOARD POLICY
CHAPTER 2 – GENERAL ADMINISTRATION

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South Tech Charter Academy, Inc. Board Policy **2.02**

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

1. Employees shall not be required to work under unsafe conditions or to perform tasks that endanger their health and safety as determined by the employee's supervisor.

2. Employees may, in compliance with applicable law and within the scope of their employment, use and apply as much force as is reasonable and necessary to quell a disturbance threatening physical injury to themselves or to others; for the purpose of self defense; and for the protection of persons or property.

3. The Governing Board will provide support and assistance to employees who are assaulted.

    a. The Governing Board shall give full support including legal assistance to any employee for any assault upon said employee while acting within the scope of employment.

    b. The Governing Board shall reimburse employees for reasonable cost of clothing or personal property damaged or destroyed as a result of an assault upon an employee in a sum of up to $150.00 for each occurrence if such damage occurs while the employee is acting within the scope of employment.

4. Employees must report assaults.

    a. Employees shall report immediately to their supervisor any case of assault suffered by them in connection with their employment.

    b. Such notification shall be forwarded immediately to the Superintendent or designee who shall comply with any reasonable request from the employees for information relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, police, Board attorney and the courts.

Authority: 230.22, FS

Implemented: 230.234, FS; 230.22 FS

History: New: 07/01/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

Reference: Palm Beach School District Policy 2.03

South Tech Charter Academy, Inc. Board Policy **2.021**

COMPREHENSIVE SAFETY INSPECTIONS

1. **Purpose:** The Governing Board is committed to conducting operations in compliance with all safety, health, and environmental regulations and to provide a safe and healthful learning environment and workplace for all its students and employees. In support of this commitment, and in accordance with Florida Statute and State Board rule, the Governing Board will provide for two annual inspections of all facilities, except new facilities in their initial one-year warranty period.

2. **Inspections by the Sponsor:**

    a. **Sanitation and Casualty Inspections:** Once each fiscal year, all educational and ancillary facilities, shall receive a sanitation and casualty inspection to assess compliance with standards prescribed by Florida Statute and State Board of Education rules. Sanitation and casualty inspections shall be conducted by person's proficient with applicable rules and standards in statute. Should the occasion arise where corrections for sanitation and casualty issues may not be readily available or not completed immediately, the Governing Board will work with the Superintendent or Management Company Representative and Sponsor to create an appropriate time/task calendar for completing the corrective action.

    b. **Firesafety Inspection:** All facilities shall also receive an annual fire safety inspection to assess compliance with uniform firesafety standards for educational and ancillary facilities as adopted by the State Fire Marshall. Inspections shall be conducted by persons certified by the Division of State Fire Marshall.

        i. The Sponsor's Inspection team will work with the Superintendent or Management Company Representative, and Governing Board to develop an appropriate time/ task calendar to correct any identified deficiencies. As required by statute, The Sponsor shall submit a copy of the report to the State Fire Marshall and the Chief of the Boynton Beach Fire Department.

        ii. If Immediate life-threatening deficiencies are noted in any inspection, the Governing Board shall either take action to promptly correct the deficiencies or withdraw the educational or ancillary plant from use until such time as the deficiencies are corrected..

3. **Inspections by Local Authorities:** The Governing Board shall cooperate with local firesafety authorities that are also required by statute to conduct annual firesafety inspections.

    a. In each firesafety inspection report, the local fire official in conjunction with the Governing Board shall include a plan of action and schedule for the correction of each deficiency.

    b. If immediate life-threatening deficiencies are noted in any inspection, the Governing Board shall either take action to promptly correct the deficiencies or withdraw the educational or ancillary plant from use until such time as the deficiencies are corrected.

4. **Superintendent or Management Company Representative's Responsibility:** The Superintendent or Management Company Representative shall ensure that corrective actions are undertaken to eliminate or minimize all hazards identified through sanitation and casualty inspection and firesafety inspections.

4. **Governing Board Responsibility:** The Board shall allocate adequate funding to minimize or eliminate hazards identified through sanitation and casualty inspection and firesafety inspections.

Authority: 1001.41(2); 1013.12

Implemented: 1013.12

Rule: SREF (5)(1)(a); F.A.C. Ch. 4A-58

History: New 07/01/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **2.021**

COMPREHENSIVE SAFETY INSPECTIONS

Reference: Palm Beach School Board Policy 2.031

South Tech Charter Academy, Inc. Board Policy **2.022**

NON DISCRIMINATION POLICY

1. South Tech Charter Academy, Inc. is an Equal Education Opportunity Provider and Employer that does not discriminate on the basis of race, color, national origin, sex or sexual orientation, marital status, age, religion, disability, genetic information, gender identity or expression, or any other characteristic prohibited by law in its educational programs, services or activities, or in its hiring or employment practices.

2. The Nondiscrimination statement shall read: "SouthTech Schools, a state-approved LEA, does not discriminate on the basis of race, color, national origin, sex or sexual orientation, marital status, age, religion, disability, genetic information, gender identity or expression, or any other characteristic prohibited by law in its educational programs, services or activities, or in its hiring or employment practices. The district also provides equal access to its facilities for the Boy Scouts and other patriotic youth groups, as required by the Boys Scout of America Equal Access Act. Complaints regarding discrimination or harassment may be sent to: HR Manager, 1300 SW 30th Avenue, Boynton Beach, Florida 33426/ (561) 369-7042.

3. The Nondiscrimination statement shall be included in all major publications beginning November 1, 2017 as follows:

   Brochures: SouthTech Schools, a state-approved LEA, does not discriminate on the basis of race, color, national origin, sex or sexual orientation, marital status, age, religion, disability, genetic information, gender identity or expression, or any other characteristic prohibited by law in its educational programs, services or activities, or in its hiring or employment practices. Complaints regarding discrimination or harassment may be sent to: HR Manager, 1300 SW 30th Avenue, Boynton Beach, Florida 33426/ (561) 369-7042.

   Letterhead: SouthTech Schools, a state-approved LEA, does not discriminate on the basis of race, color, national origin, sex or sexual orientation, marital status, age, religion, disability, genetic information, gender identity or expression, or any other characteristic prohibited by law .

   Posters: SouthTech Schools, a state-approved LEA, does not discriminate on the basis of race, color, national origin, sex or sexual orientation, marital status, age, religion, disability, genetic information, gender identity or expression, or any other characteristic prohibited by law in its educational programs, services or activities, or in its hiring or employment practices. Complaints regarding discrimination or harassment may be sent to: HR Manager, 1300 SW 30th Avenue, Boynton Beach, Florida 33426/ (561) 369-7042.

4. A copy of South Tech Charter Academy, Inc. Policy 3.31, Grievance Procedure for Employees, shall be posted in a conspicuous place that is accessible to all employees.

5. South Tech Charter Academy, Inc. Policy 5.001, Protecting Students from Harassment and Discrimination, shall be posted in a conspicuous place that is accessible to students, employees and parents.

6. All postings shall include the location and telephone number of the Equity Coordinator Contact.

Authority:

Implemented: This policy was created to bring South Tech Charter Academy, Inc. into compliance with the FDOE, Office of Equal Educational Opportunity (OEEO) requirements. Bulletin #PD 18-106 DSCOS, 10/10/17

Reference: Palm Beach School District Policy

History: New: 11/06/08; 3/11/2010; Rev'd.11/09/17; 12/14/17

South Tech Charter Academy, Inc. Board Policy **2.03**

PUBLIC INFORMATION

1. The Governing Board is committed to a policy of public information which is based on the belief that the public schools belong to the people who created them by consent and who support them by taxation. Consistent with legal requirements, the Board will make every effort to enhance public knowledge and understanding of, and encourage participation in, South Tech Charter Academy, Inc. goals and programs. The Board, therefore, maintains this Public Information Policy to:

   a. keep the citizens regularly and thoroughly informed through reasonable channels of communication on the programs, needs, and objectives of South Tech Charter Academy, Inc..

   b. invite and foster advice and counsel of the people at all reasonable times and especially at public hearings and all regular, special, and workshop meetings of the Board which are open to the public under Florida's Sunshine Law.

2. It is the responsibility of each department and advisory committee to facilitate the dissemination of information by keeping the Office of the Superintendent or Management Company Representative informed of all requests by media representatives for information of all newsworthy events within their area of authority.

3. Public Meetings and Notices

   a. Pursuant to Fla. Const. Art. 1, par. 24(b) and FS 286.011, all meetings of the Governing Board or its' committees, at which official acts are to be taken or at which public business is to be transacted or discussed, shall be open and noticed to the public, except with respect to meetings or hearings exempted from the open-meetings requirements pursuant the state constitution or general law as interpreted by Florida courts and the Florida Attorney General.

   b. In addition to the notices of board public meetings and hearings given pursuant to the Sunshine Law or the Administrative Procedure Act, any personnel responsible for scheduling such meetings should ensure that the South Tech Charter Academy, Inc. webmaster is informed of each public meeting or hearing for listing on the website at: southtechhighschool.com.

4. Responsibility for Media Relations

   a. Consistent with the requirements of South Tech Charter Academy, Inc. Board Policy 2.031 concerning public records requests, the Superintendent or Management Company Representative has primary responsibility for responding to inquiries from news media on behalf the Academy and for encouraging media coverage of newsworthy events.

5. Campus Visits

   a. Any person seeking to visit the school campus, including news media representatives, shall be required to request permission from the Superintendent or Management Company Representative by telephone or in person and shall report to the main office upon arrival on campus, prior to any contact with students, staff or volunteers.

   b. The Superintendent or Management Company Representative may exercise reasonable discretion to grant or deny permission to visitors to enter the school or property or to remain on the grounds pursuant to FS 231.085(1).

Authority: FS 230.22(1)(2), 230.23(22), 230.23005(5)

Implemented: FS 230.22(1), 230.23(15), 230.23005(5), 231.07, 231.085

Reference: Palm Beach School Board Policy 2.04

History: New 7/01/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **2.031**

PUBLIC RECORDS

1. The term “public records”, as defined in FS 119.011(1), includes “all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business” by the Governing Board and South Tech Charter Academy, Inc..

2. Public records shall be maintained in accordance with South Tech Charter Academy, Inc. Sponsor’s Retention Schedule (currently available online at: *http://www.palmbeach.k12.fl.us/Records/Records.htm)*, approved under FS 119.01(4)

3. Persons may request public records either verbally or in writing. Requesters are encouraged to submit requests in writing to expedite accurate processing of their requests. Requests should be sufficiently detailed to identify the documents sought to be examined or copied.

4. Governing Board members, school employees and agents, and advisory committees receiving requests for public records shall coordinate responses through the Superintendent or Management Company Representative’s office.

5. Public records requests fulfilled by South Tech Charter Academy, Inc. will be subject to the limitations, including those records exempt from public disclosure, and fee schedule contained in Palm Beach School District Policy 2.041.

Authority:	FS 230.22(2); 230.23(22); 230.23005(6)
Implemented:	FS 112.3188; 119.01; 119.07; 119.072; 119.08; 119.083; 119.084; 119.085; 119.011(1); 1231.031(5); 228.093; 230.23(1),(4)(m)5,(11);230.2316(8); 231.262(4); 231.291; 232.23; 235;054; 237.40(4); 447.605; 760.50(5), Fla. Stat.; Ch. 95-399 (2) Laws of Fla.
Reference:	Palm Beach School District Policy 2.041
History:	New: 7/01/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

SCHOOL ADVISORY COUNCIL

1. School Advisory Council – South Tech Charter Academy, Inc. shall have a School Advisory Council ("SAC") as set forth in FS 1001.452(1)(a)

2. Composition of SAC

   a. School Advisory Council membership shall include the school principal and an appropriate balanced number of teachers, education support employees, students, parents, business and community leaders.

   b. The majority (50%+1) of the SAC members shall be persons not employed by the school.

   c. Membership shall be representative of the ethnic, racial, and economic community served by the school.

3. Selection of Council Members

   a. Council members shall be elected by their representative peer group, except for the Superintendent or Management Company Representative and business and community members. SAC by-laws will establish the term of membership and a process for ensuring staggered terms to provide continuity. Procedures in the by-laws should include the means of ensuring wide notice of vacancies and elections.

   b. Any SAC member may recommend the appointment of business and community leaders to serve on the SAC. Recruiting for business and community members should include chambers of commerce, business and civic groups, service clubs, etc. Business and community members will be appointed by the Superintendent or Management Company Representative following the advice and consent of the SAC.

4. SAC Governance

   a. The SAC shall be governed by the Florida Sunshine Law, FS 286.011, FS Chap. 119, FS 1001.452, and other relevant statutes and State Board of Education rules.

   b. The SAC will adopt by-laws, including membership selection procedures, that meet the requirements of Florida Statutes and State Board of Education rules. FS 1001.452(1)(d) requires that the by-laws establish procedures for the following:
      i. Requiring a quorum be present before a vote may be taken. A majority of the Council membership constitutes a quorum.

      ii. Requiring at least three business days' advance notice in writing to all SAC members of any matter scheduled to come before the Council for a vote. This is in addition to the meeting notice for the general public under Florida's Sunshine Law.

      iii. Scheduling meetings when parents, students, teachers, business and community persons can attend.

      iv. Replacing any member who has two unexcused absences (as determined by the Chair) from SAC meetings as scheduled according to the procedures in the by-laws.

      v. Recording minutes of meetings (and as required by FS 1001.452(1)(d)(5), the Governing Board shall maintain a record of Council meetings).

   c. The SAC shall annually review its by-laws to ensure alignment with current statutes.

5. SAC Powers and Duties

   a. Pursuant to FS 1001.452(1)(a), the SAC shall be the sole body responsible for final decision-making relating to implementation of FS 1001.42(16) and 1008.345 regarding school improvement and accountability.

   b. The SAC shall assist in the preparation and evaluation of the school improvement plan.

   c. The SAC shall assist in the preparation of the school's annual budget and plan as required by FS 1001.452(2) and 1008.385(1).

   d. As required by FS 1008.36(4), school recognition funds "must be used for purposes listed in FS 1008.36(5) as determined jointly by the school's staff and school advisory council". For purposes of this subsection, "school staff" means all employees assigned to the school at the time of decision, including instructional, paraprofessional, clerical, facilities and food service personnel, consistent with FS 1012.01(2),(3),(6),(7).

   d. Pursuant to FS 1008.36(5), school recognition funds can be used for:

      i. Non recurring bonuses to faculty and staff

      ii Non recurring expenditures for educational equipment or materials to assist in maintaining or improving student performance

      iii. Temporary personnel for the school to assist in maintaining and improving student performance

Authority:	FS 1001.41(2); 1001.42(17)(22)
Implemented:	FS24.121(5)(c); 1000.03(5); !008.345(6);1008.36(4)(5);1008.385(1); 1001.42(17)(b); 1001.42(16); 1001.452
Reference:	Palm Beach School District Policy 2.09
History:	New: 7/01/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. School Advisory Council By-Laws

Article I

Name of Organization

The name of this organization shall be The School Advisory Council of South Tech Charter Academy, Inc.

Article II

Purpose and Function

Section 1: The School Advisory Council (SAC) is a resource for the Academy, its teachers, parents, Principal and Superintendent. Its function is to assist in the development and implementation of a School Improvement Plan (SIP) that will serve as a framework for school improvement.

Section 2: The primary function of the SAC is to provide all of the stakeholders an opportunity to be active participants in the assessment of needs, development of priorities, and identification and use of resources based on an analysis of multiple sources of available school data.

Specific functions include, but may not be limited to, the following:

1. Review and make recommendations to the development and implementation of the School Improvement Plan.
2, Enlist, promote, and support greater interaction between school and community.

3. Provide input in matters concerning disbursement of school improvement funds and other monies related to school improvement, and to ensure that such expenditures are consistent with the School Improvement Plan.

4. Consult with peripheral constituency groups, including the Governing Board, Academy Administration, Department Heads, and student representatives, when making decisions concerning educational practices within the school.

Article III

Representation and Membership

In accordance with Florida Statute 1001.452, that outlines the establishment of SACs:

Section 1: The membership shall be representative of the student body and community served by the Academy. The SAC shall have an appropriately balanced number of teachers, parents, support employees, students, business and community members.

Section 2: The majority (50% + 1) of the members of the SAC shall be non-school employees.

Section 3: The SAC membership shall be *appropriately* balanced. This refers to the racial, ethnic, and socio-economic representation of the SAC in comparison to the community that the school serves.

Article IV

Membership Selection

Section 1: The SAC membership shall be constituted as follows:

1. Membership shall be open to all parents, teachers, support employees, students, community and business persons who are willing to commit to SAC attendance requirements and become active participants in SAC activities.

2. Member recruitment activities may include, but are not limited to: letters to parents, school events, school announcements, student, faculty and staff meetings, local Chamber of Commerce meetings, etc.

3. Membership of any one group may be limited in those instances where membership would result in an imbalance of the SAC as a whole as noted in Article III, Sections I and II.

4. The Superintendent and Principal are permanent SAC members.

5. The Academy Governing Board shall appoint at least two Board members to serve on the SAC.

Article V

Tenure

Section 1: SAC members shall be appointed at the beginning of the school year. Parents, whose student graduates, may be retained on the Council in another category.

Section 2: Council members shall serve no more than two consecutive terms in an elected position.

Section 3: No member may miss more than two (2) unexcused consecutive SAC meetings. As required by Fla. Stat. § 1001.452(1)(d)4, in the event of two unexcused consecutive absences from a properly noticed SAC meeting, the person's membership will cease and the SAC Chairperson shall arrange for the replacement of the member specified in Membership Selection, **Article IV**, **Section 1**. Such individuals will fill the remainder of the term to which they were elected.

Meetings

All SAC meetings shall be held in accordance with Florida Statutes § 286.011 - "Public meetings and records; public inspection." At a minimum, the Sunshine Law requires reasonable public notice (seven days' notice is generally recommended); openness of SAC meetings to the general public, in a location accessible to the public; and taking minutes of the meeting, which must be made available for public inspection following the meeting. This public notice is in addition to the minimum three (3) business days' advance written notice required by Fla. Stat. § 1001.452(1)(d)2 to all SAC members regarding any matter scheduled to come before the SAC for a vote.

Section 1: There shall be a council meeting at least once per month during the school year, but no less than eight (8) meetings in a given year.

Section 2: SAC meetings shall be held on the fourth Thursday of each month, beginning at 6:30 p.m. As required by Fla. Stat. § 1001.452(1)(d)3, SAC meetings must be scheduled when parents, teachers, businesspersons, and members of the community can attend. The Council, on occasion may designate an alternative time and day for a regular meeting to accommodate school holidays and/or special events. When this occurs, the Council will provide two (2) weeks notice to members and the school population.

Section 3: The SAC chairperson, on occasion, may call a special meeting, with reasonable public notice.

Section 4: Subcommittees will meet as needed. (See **Article VII**)

Officers

Section 1: The officers of this Council shall be a chairperson, or co-chairperson, a vice-chairperson, and a secretary/treasurer. In the event of a vacancy in a Council office during an existing term, the vacancy will be filled by SAC member election.

Section 2: The Council shall elect its own officers in May of each year. Officers shall serve a maximum of two consecutive two-year terms.

Article VI

Duties of Officers

Section 1: *Chairperson.--* The chairperson [and co-chairperson] shall preside at all meetings of the Council and shall be a de facto member of all committees.

Section 2: *Vice-Chairperson.--* The vice-chairperson shall act as an aide to the chairperson and preside in the absence of the chairperson. In the case of a vacancy in the office of chairperson, the vice-chairperson shall become the chairperson for the remainder of the unexpired term.

Section 3: *Secretary/Treasurer.--* The secretary/treasurer shall keep minutes [available to the public per Fla. Stat. § 286.011] of the meetings and shall be responsible for such correspondence as is delegated to him/her by the chairperson. The secretary shall also document activities, decisions, and attendance of the Council and its committees for accountability. The Governing Board will maintain a record of minutes of all SAC meetings, as required by Fla. Stat. § 1001.452(1)(d)5.

The secretary/treasurer shall work with South Tech financial staff to maintain accurate records of SAC revenues and authorized expenditures. A financial report will be a part of every SAC meeting, and the report will be included as an attachment to the meeting minutes.

Section 4: *Principal.--* The Principal shall provide information regarding the school educational plan, including the school budget. The role of the Principal includes the development, through positive actions, of feelings of trust and mutual regard among the SAC, the community, and the staff. The Principal arranges for presentations of interest to the SAC and encourages leadership from within the Council.

Section 5: *Faculty and School Staff Representatives.--* The members of the school staff shall represent the views and interests of the total school staff. They will act as resources for the SAC by making available specialized information about educational programs, innovative ideas, and available resources. School staff representatives serve as a communication link between the SAC and the school staff, informing others of actions and activities of the Council.

Section 6: *Parents, Business, and Community Representatives.--* The parent, business, and community members of the SAC shall represent the view of the parents, citizens, and business and community organizations of the school community. They shall act as resource persons for the SAC in the areas of community-related issues that affect the school and its students. They shall serve as a communications link between the SAC, business, community, and parent groups.

Section 7: *Student Representatives .--* The student representatives of the SAC shall serve as voting representatives of all students. They relay suggestions and recommendations from members of the student body and the Student Council to the SAC for consideration.

Section 8: *Board Representatives* -- The Board representatives of the SAC shall serve as voting representatives of the Board. They relay suggestions and recommendations from the Board and keep the Board informed of SAC activities.

Article VII

Voting Body

The SAC is the formal council that is responsible for voting upon and implementing the decisions for the organization. The SAC will be comprised of an elected membership and will require a quorum if any formal action is to be taken. A quorum is a majority (50% + 1) of the SAC membership.

All SAC members will receive at least three (3) business days' notice in writing of any matter that is scheduled to come before the SAC for a vote.

Committees.-- Committees are formed to research and make recommendations regarding specific areas that affect the organization. Committees may be constituted in several configurations.

1. **Standing Committees**.-- Standing committees are created for long-term, on-going functions and are expected to schedule regular meetings. The standing committees focus on "large" issues, such as school safety, curriculum, professional development or student needs. The SAC chairperson will appoint the chairperson of a standing committee. A standing committee will study issues and make recommendations to the voting body.

2. **Ad Hoc Committee - (Task Force)**.-- These committees are formed to deal with specific, short-term concerns that are not appropriately assigned to the standing committees. An example of an ad hoc committee would be a uniform committee, a committee formed to deal with a bus problem, etc.

If the standing committees are properly organized, the need for Ad Hoc committees should be infrequent.

The use of various sub-committees serves several functions. It will allow greater participation of those who wish to serve, while limiting the actual voting membership of the SAC to a manageable number. Additional benefits include a wider variety of ideas and greater sense of ownership by the constituents.

Article VIII

Rules of Order

Section 1: SAC decisions shall be reached by a majority vote.

Section 2: The SAC need not operate under Parliamentary Procedures such as Robert's Rules of Order. However, rules that will be used to govern decision-making must be specified.

Consensus

Section 1: Voting on any item can only occur when a quorum (50%+1) of the membership is present. A majority vote of the membership quorum is required to decide any item put to a vote. SAC members with an excused absence may vote by proxy via telephone, e-mail or mail by notifying the Secretary/Treasurer or Chairman prior to the meeting.

Section 2: SAC members will be given at least three days notice of any item (other than SAC minutes) requiring a vote.

Article IX

Amendments

Section 1: The bylaws may be amended at any regular meeting of the SAC committee by a two-thirds majority of the members present and voting. Written notice to the members of the proposed amendment shall be thirty days prior to the meeting at which it is to be voted upon. A quorum is required at any meeting for action to be taken. All SAC meetings shall be held in accordance with Fla. Stat. § 286.011 – "Public meetings and records; public inspection."

Section 2: A committee shall be appointed to review, and when appropriate, recommend revisions to the Council By-Laws at least once every three years. The adoption of revised By-Laws shall follow the procedure for amendments.

Authority:	FS 1001.41(2); 1001.42(17)(22)
Implemented:	FS24.121(5)(c); 1000.03(5); !008.345(6);1008.36(4)(5);1008.385(1); 1001.42(17)(b); 1001.42(16); 1001.452
Reference:	Palm Beach School District Policy 2.09
History:	New: 7/01/2004; Revised: 7/07/2005, 10/26/06, 10/25/07; 12/14/17

STUDENT ACTIVITIES IN SCHOOL

1. This policy is intended to implement the Federal Equal Access Act, 20 U.S.C. §§ 4071, et. Seq., and the First Amendment of the U.S. Constitution. South Tech Charter Academy, Inc. believes that it is important for students to learn the meaning and practice of freedom of speech while in school, in order that as future citizens they will appreciate the proper exercise of this vital liberty. In adopting this policy, the Academy does not forgo its authority to maintain an orderly and disciplined school environment. South Tech Charter Academy, Inc. may provide a limited public forum for student groups to meet to engage in speech, subject to the following restrictions.

2. Student activities are the direct responsibility of the Secondary School Principal. The Academy recognizes two types of clubs that may meet in school facilities:

   a. School Curriculum Related Clubs. A faculty sponsor will be appointed for school curriculum related clubs and the club will function in accordance with the guidelines as set forth below:

   A student group is curriculum related if it meets one or more of the following criteria:
      i. Subject matter of the group is, or will be taught, in a regularly offered course.
      ii. Subject matter of the group concerns the body of courses as a whole – i.e., student government, National Honor Society.
      iii. Participation in the group is required for a particular course.
      iv. Participation in the group results in academic credit.

   b. Non Curriculum Clubs and Student Meetings. The club will function in accordance with the guidelines as set forth below. The Deputy Superintendent shall appoint a non-participating chaperone to supervise club meetings while on school property.
      i. Students shall be permitted to meet during non-instructional time, including before or after school, during lunch or other non-instructional times. However, no student shall be present at a meeting when he or she has a class or is required by school rules to be elsewhere. This includes any time during which the school requires the particular student or all students to be off school property or outside the school building.
      ii. All meetings will be student-initiated and open to all students in the school. Attendance shall be voluntary.
      iii. No meeting may include any activity that is unlawful or that materially and substantially interferes with the orderly conduct of educational activities within the school. No club initiation will include hazing or other forms of harassment.
      iv. The content of these meetings must not be sponsored by South Tech Charter Academy, Inc., Inc. or its staff. The Academy is to remain neutral as to the content of these meetings, if the meetings comply with paragraphs (b) ii, and iii.
      v. Students may invite outside speakers subject to paragraphs (b) ii, iii, and iv.
      vi. Students wishing to meet, pursuant to this policy, must file a written request, within two weeks of the event, with the Deputy Superintendent that includes the following:
         1. the room location and time of the meeting.
         2. the name of the student who will serve as the contact between the group and school authorities.
         3. the name of the person who will chaperone.
         4. the nature and purpose of the meeting

   c. The person selected to chaperone shall not participate in, direct, or control activities of the club. Failure to observe these limitations will be deemed a violation of this policy and may subject the employee to disciplinary action.

   d. The Deputy Superintendent shall approve a meeting request if it meets the requirements of this policy and shall notify the Superintendent or Management Company Representative, Administrative Staff, and student contact person of approval. If the request does not meet the requirements of this policy, the reasons for disapproval must be given within three (3) business days of receiving the request. Once

approved, a student group may continue to meet for the remainder of the school year, unless activities of the club violate this policy.

3. Pursuant to FS 232.40, it shall be unlawful for any student to be a member of, to join or to become a member of or to pledge himself or herself to become a member of any secret fraternity or sorority or group wholly or partly formed from the membership of pupils attending such public schools or to take part in the organization or formation of such fraternity, sorority or secret society; provided that this shall not be construed to prevent any pupil from belonging to any organization fostered and promoted by school authorities; or which is first approved and accepted by school authorities and whose membership is selected on the basis of good character, good scholarship, leadership ability and achievement.

4. All approved student clubs shall have the same access to meeting space, listing in the student handbook, school newspaper, website, yearbook and bulletin boards. Clubs can advertise meetings and events on the school public address system. Announcements shall be limited to the name of the club/event, the date, time and location, and a brief statement about the agenda or speaker. The Superintendent or Management Company Representative, Principal or Deputy Superintendent must approve all announcements and grant signatory approval prior to placement on the announcement agenda. Posters and signs are not allowed.

5. Students may distribute literature, including religious literature, within the limitations stated in Policy 2.061 “Student Distribution of Materials”.

6. The Principal reserves the right to deny access to any student club to conduct activities that are not in accord with the mission of South Tech Charter Academy, Inc..

7. The policy of South Tech Charter Academy, Inc. toward religious and political activities, as stated in Policy 2.501, “Religious Freedom”, shall be strict neutrality, neither favoring, disfavoring, approving, disapproving, endorsing nor opposing religion or political party.

Authority:	FS 230.23(17); 230.23005
Implemented	FS 232.40; 20 U.S.C. §§ 4071-4074 Federal Equal Access Act
Reference:	Palm Beach School District Policy 2.121
History:	New: 7/02/2004; Revised: 7/07/2005, 9/20/2007; 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **2.051**

RELIGIOUS FREEDOM

1. The Governing Board recognizes that employees and students have the right to freely practice their religion and engage in religious activities on their own time outside of school activities and functions. In order to assure the religious freedom of all, the Board cannot sponsor, financially support, or be actively involved in religious activities. It must not be hostile to or supportive of any religion, although it must, if possible, accommodate the religious practices and beliefs of all employees and students.

2. This policy of neutrality on religion should not be perceived as conveying a message of endorsement or disapproval of any or all religions or religious organizations, or of those holding religious beliefs.

3. In keeping with this policy of neutrality, Board employees cannot in their official Board capacities:

    a. Encourage or discourage student participation in religious activities, clubs, education or services;

    b. Advance or disparage any religion or religious belief;

    c. Grant or deny any grade or honor, or other recognition based on a student's religious preference or lack of it.

4. Because of their special relationship to their students, school administrators and teachers must at all times be mindful of their roles and not use their position to advance or disparage any religion or religious belief. School facilities and property may not be used in any manner which would be perceived as endorsement or disapproval by the Board of any religion or religious belief.

5. No form of religious or non-religious expression may include any activity that is unlawful or that materially and substantially interferes with the orderly conduct of educational activities of the school.

Authority:	FS 230.17(17); 230.23005
Implemented:	U.S.CONST, Amend. 1; The Civil Rights Act of 1964 (Title VII) § 703(a)(1), as amended by The Civil Rights Act of 1991, 42U.S.C. §2000e(a)(1); FS 761.03; 29 C.F.R. §1605
Reference:	Palm Beach School District Policy 2.122
History:	New 7/01/2004; 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **2.06**

ADVERTISING IN SCHOOL or on SCHOOL PROPERTY

1 The South Tech Charter Academy, Inc. Superintendent or Management Company Representative shall establish procedures by which advertisements may be displayed. Advertising is prohibited if it:

a. Promotes the use of drugs, alcohol, or tobacco products;

b. Is obscene, or offends the morals and/or conscience of the community;

c. Promotes a partisan political activity or candidate.

In consideration of the appropriateness of advertising, school administrators shall adhere to the Code of Ethics for Public Officers and Employees. School administrators are subject to the provisions of Chapter 112 which prohibits misuse of a public position and limits the use of information not available to the general public and which is used for personal gain or benefit or that of any other person or entity.

In those instances when advertising is permitted, the Superintendent or Management Company Representative shall consider community input, local rules and regulations governing outdoor advertising.

2. The Superintendent or Management Company Representative may cooperate with government agencies or charitable organizations in promoting activities in the general publics' interest or in furthering the work of any nonprofit community-wide social service agency, provided such cooperation does not restrict or interfere with the educational program of the school, and provided school facilities are not used for partisan political activity.

3. Film, videotape, or other educational materials bearing mention of the producing firm shall be carefully evaluated by the Superintendent or Management Company Representative or his designee for classroom use.

4. The Superintendent or Management Company Representative may announce or authorize the announcement of any lecture or community activity of particular educational merit.

5. Demonstrations of educational materials and equipment shall be permitted only with the approval and through the arrangement of the Superintendent or Management Company Representative.

6. Advertisements may appear under these conditions:

a. On school property, if deemed appropriate by the Superintendent or Management Company Representative.

b. On billboards and vending machines located on school property.

c. In school publications such as newsletters, newspapers, yearbooks, and graduation programs.

d. Through communication with business partnerships.

7. Academy employees shall not give written or oral endorsement to any company representative for any periodical, book or product which may be offered for sale to students, parents or schools.

8. In situations that may involve the use of advertisements, such as on athletic fields, the acceptance of a gift may justify display of the donor's name.

Authority: FS 230.22(2)

Implemented: FS 230.22(5)

South Tech Charter Academy, Inc. Board Policy **2.06**

ADVERTISING IN SCHOOL or on SCHOOL PROPERTY

Reference: Palm Beach School District Policy 2.13

History: New: 7/01/2004; Revised: 7/07/2005, 03/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **2.061**

STUDENT DISTRIBUTION OF LITERATURE AND MATERIALS

It is the intent of this policy to recognize the free speech rights of students in public schools. Students have the right to express their opinion and points of view subject to reasonable time, place and manner consistent with law. Students shall obtain prior approval from the Superintendent or Management Company Representative in writing in order to distribute and/or post materials. Only those students enrolled at South Tech Charter Academy, Inc. shall be permitted to distribute and/or post materials under this policy.

1. Student Distribution of Materials

    a. Students seeking to distribute non-school materials shall provide a copy of the material to the Superintendent or Management Company Representative or his designee. The Superintendent or Management Company Representative or designee will authorize the distribution within seventy-two (72) hours of receipt unless it is determined that the material:

        i. Is lewd, obscene or pornographic;

        ii. Can be reasonably forecast to cause or create a substantial disruption or material interference in the operation of the school;

        iii. Contains statements, which may be libelous or slanderous;

        iv. Contains statements, which invade personal rights of privacy;

        v. Infringes on the rights of other students;

        vi. Advocates violence or illegal activity; or

        vii. Advertises a product or services not permitted for use by minors under the law.

        Nothing in this provision shall be interpreted to prohibit the distribution of religious or political literature, provided such material does not otherwise violate the guidelines stated above.

    b. If the material is approved, the student will be allowed to distribute such material before and after school and during non-instructional time. Distribution locations on campus shall be designated by the Superintendent or Management Company Representative and may include, among others, any entrance and exit and places near the cafeteria.

    c. Distribution shall be conducted in an orderly manner and shall not disrupt operation of the School or interfere with free expression by other students. Students shall not distribute materials in a manner that disrupts any school activity or blocks or impedes the safe flow of traffic within corridors and entrances. Students distributing materials shall be responsible for cleaning up materials thrown on school floors or grounds.

    d. Students have the right, notwithstanding the provisions of this policy, to refuse to accept materials being distributed. No student has the right to force materials on any other student.

2. Student Posting of Materials

    a. The Superintendent or Management Company Representative shall designate areas within the school for posting of materials by students that are reasonably accessible to all students. Materials for posting shall contain a disclaimer stating: “STUDENT SPONSORED MATERIAL – THIS MATERIAL IS NEITHER ENDORSED OR SPONSORED BY THE SCHOOL”.

    b. Materials authorized for posting shall remain posted for fifteen (15) days or through the date of any event advertised by the posted material.

South Tech Charter Academy, Inc. Board Policy **2.061**

STUDENT DISTRIBUTION OF LITERATURE AND MATERIALS

Authority:	FS 230.23(17); 230.23005
Implemented:	U.S.CONST. amend. 1; The Civil Rights Act of 1964 (Title 7), ¶ 703(a)(1)' as amended by The Civil Rights Act of 1991, 42 U.S.C. ¶ 20003(a)(1); FS 230.22(5), 230.35, 231.085
Reference:	Palm Beach School District Policy 2.131
History:	New: 7/01/2004; Revised: 7/07/2005; 03/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **2.07**

SALES CALLS AND DEMONSTRATIONS

Agents, solicitors, and salespersons may visit the school to demonstrate products and methods. The following rules shall be observed

1. The Superintendent or Management Company Representative shall exercise judgment as to the merit of any such calls and may issue permission, when deemed necessary, for such call to be made on a staff member.

2. The Superintendent or Management Company Representative shall prohibit all forms of canvassing or soliciting of teachers or students on school premises during instructional time, but may permit calls at other times when teachers are on duty.

3. Attendance is voluntary. Instructional personnel are not to be used as a captive audience for sales promotion.

Authority: FS 230.22(2)

Implemented: FS 230.22(2)

Reference: Palm Beach School District Policy 2.14

History: New 7/01/2004: Revised 7/07/2005; 3/11/2010; 12/14/17

FUND-RAISING ACTIVITIES

1. All fund-raising projects by groups within the Academy shall contribute to the educational and extra curricular experiences of students and shall not be in conflict with the overall program. The approval of fund-raising projects shall be the responsibility of the Superintendent or Management Company Representative and instructional staff.

2. The Superintendent or Management Company Representative has the right to prohibit any organization from directly soliciting from the Academy's students during instructional time. However, nothing in this policy prohibits students from fund-raising as individuals or as part of extra curricular groups, as long as such activities are conducted outside of school hours and with the approval of the Superintendent or Management Company Representative. Participation in such activities shall be on a voluntary basis, and no student shall be compelled to make a purchase or contribution.

3. Money derived from any school fund-raising project shall be deposited in the Academy's internal funds account and shall be dispersed as prescribed by state board of education rules.

    a. Use of instructional time to plan, promote or execute fund-raising projects shall be discouraged, unless the project directly relates to a planned curriculum component.

    b. Street-median solicitation is prohibited for all students.

4. A parent-teacher association or other community or school related organization may sponsor fund-raising projects provided school work and instructional time are not negatively impacted. Such activities shall be approved by the Superintendent or Management Company Representative. The Academy may generate funds through auxiliary enterprises such as vending machines, and supply stores.

5. Gambling in violation of FS 849.04 is prohibited.

6. Drawings of chance are not permitted; however, organizations qualified under 26 U.S.C. § 501(c)(3)(4), (7), (8), or (19) are authorized to conduct raffles or drawings by chance pursuant to FS 849.0935 provided the organization has complied with all provisions of FS Ch.496.

7. It is unlawful for any organization authorized to conduct a drawing by chance to require an entry fee, donation, substantial consideration, payment, proof of purchase, or contribution as a condition of either entering the drawing or being selected to win a prize.

8. The organization distributing the raffle tickets may not require a contribution or donation in order to participate in the raffle: nor may it arbitrarily disqualify or reject any entry or discriminate in any manner between entrants who contribute and those who do not.

9. It is also unlawful to fail to notify the person whose entry is selected to win, or fail to award prizes in the manner and at the time stated.

10. If a raffle or drawing by chance is to be held, all brochures, advertisements, notices, tickets, or entry blanks used for such drawings must disclose:

    a. Rules governing the conduct and operation of the drawing;

    b. Full name of the organization or operator, and its principal place of business;

    c. Date, hour, and place where the winner will be chosen, unless the brochures, advertisements, tickets, or entry blanks are not offered to the public more than three (3) days in advance;

    d. That no purchase or contribution is necessary, which means the organization cannot require an entry fee, donation, substantial consideration, purchase, proof of purchase or contribution as a

condition of entering the drawing or being selected to win a prize. However, this provision shall not prohibit an organization from suggesting a minimum donation or from including a statement of such minimum donation on any printed material utilized in connection with the drawing.

Authority:	FS 230.22(2); 230.23(17)(a); 230.005(2)(b),(e),(5)
Implemented:	Ch 496; §§230.23(6)(10); 230.33(12); 231.085; 237.01; 237.02(4); 237.046; 849.04; 849.0935; Fla. Stat.
State Board of Education Rules:	6A-1.0143, 6A-1.085, Fla. Admin Code
Reference:	Palm Beach School Policy 2.16
History:	New: 7/01/2004; Revised: 7/07/2005; 03/11/2010; 12/14/17

JOINT FUNDING, GENERAL

1. From time to time individuals, businesses, organizations, and other governmental agencies express an interest in some aspect of the educational system of South Tech Charter Academy, Inc. by offering to donate gifts of money or services in some form of joint funding basis to the Governing Board. It shall be the policy of the Board to accept such donations upon the recommendation of the Superintendent subject to the following conditions:

    a. The Board has the financial ability to participate in such joint funding,

    b. The specified use of funds is not in conflict with any policy, regulation, or statute under which the Board must operate,

    c. Such donations will not inhibit or disrupt unduly an ongoing project or program having prior Board approval,

    d. It is understood that the Board may jointly fund such donations with labor and/or material as well as monies if it so desires.

2. The term “Joint Funding” is construed to mean some contribution by the Governing Board which does not necessarily equal the donated amount.

3. Donors must supply the Board with equipment and/or materials meeting Board specifications or the donor may give funds to the Academy for purchasing of equipment.

4. Equipment permanently installed so that it becomes part of the school structure shall be maintained or replaced at Board expense.

5. Proposals for joint funding shall receive written clearance by the Superintendent or his designee prior to initiation of fund-raising activities.

6. In each request for joint funding, the Superintendent shall indicate how this request relates to other needs that are financed by community fund-raising and will particularly emphasize how the request relates to higher priority needs.

Authority: FS 230.22

Implemented: FS 230.22

Reference: Palm Beach School District Policy 2.162

History: New: 7/01/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **2.09**

CHARGES FOR USE OF SCHOOL FACILITIES

1. The Superintendent or Management Company Representative shall establish procedures that assure the cost of operating school facilities, for other than Board authorized programs, is repaid by users

    a. Cost factors to be considered should include the prorated share of: utilities, custodial services, consumable supplies, equipment maintenance and depreciation, etc.

2. The South Tech Charter Academy, Inc. Charter requires:

    a. Lease approval by the Charter School Sponsor,

    b. Payment of thirty percent (30%) of revenue generated from the lease to the Palm Beach School District.

Authority: FS 230.22, South Tech Charter Academy, Inc. Charter Part IV, Section 23.0, Para. D.

Implemented: FS 230.22, South Tech Charter Academy, Inc. Charter Part IV, Section 23.0, Para. D.

Reference: Palm Beach School District Policy 2.20

History: New: 7/01/2004: Revised: 7/07/2005; 3/11/2010; 12/14/17

SCHOOL REQUESTS OF PAYMENT FROM STUDENTS

A. Purpose

1. South Tech Charter Academy, Inc. acknowledges the provisions within Article IX, Sec. 1 of the Florida Constitution, which state, in relevant part, as follows:

   > The education of children is a fundamental value of the people of the State of Florida. It is, therefore, a paramount duty for the state to make adequate provision of the education of all children residing within its borders. Adequate provision shall be made by law for a uniform, efficient, safe, secure, and high quality system of free public schools that allows students to obtain a high quality education ……

   The Governing Board affirms the state's duty to make adequate provision for this education for every student in the K-12 public school system, subject to the requirements of Florida and federal laws.

   Policy 2.10 is intended to provide guidelines for interpretation of a portion of this constitutional provision and the relevant laws. Policy 2.10 neither adds nor removes the obligation that adequate provision is made by law to provide a uniform system of free public schools, but merely provides guidance for implementation, enforcement and compliance therewith.

2. No fee or charge may be required of any student as a condition of attendance and participation for credit in any class unless authorized under § 228.061, Fla. Stat., or any other federal or state statutes. The Superintendent or Management Company Representative is permitted to request, as set forth in § A-5 herein, students voluntarily purchase certain items or voluntarily pay to participate in an activity, which may aid in their learning. If a custodial parent/guardian does not make a voluntary payment to purchase a particular item, consumable or otherwise, or does not pay for an activity, and if the item is used and/or the activity is maintained, South Tech Charter Academy, Inc. shall provide this item or activity without cost to the student of that custodial parent/guardian, or may choose to forgo use of the item or engaging in the activity as part of the instructional program. The Academy is required to provide technical and other resources at the school center for student use.

3. The basic supplies students need to complete work, such as paper, pens, pencils, notebooks, and rulers, are the responsibility of the parent or guardian and are not subject to the limitations of this policy.

4. There are items or activities that may be part of the regular curriculum of the school or courses where students may be requested, as set forth in § A-5 herein, to pay fees based upon associated costs. This policy identifies these costs, which may be requested of a student, as set forth in § A-5 herein, and are an addition to those otherwise allowed by law, if any.

5. *Any request for money from a student shall be in writing, addressed to the student's parent or legal guardian, and shall clearly state: (a) no penalty of any type will be imposed against the student based upon a failure to pay; (b) no student will be denied the right to participate for failure to pay; (c) the principal may forgo a planned activity or use of a particular item based upon the collection of insufficient funds to cover the cost of the item or activity; and (d) this request is for a voluntary payment.* This notice shall also be provided in the Academy's or students' handbooks, or addendum thereto, which is published and distributed to all students at the beginning of each school year.

6. The Superintendent or Management Company Representative, Principal, assistant principals and teachers shall be notified of this policy.

7. This policy does not apply to the purchase of uniforms by students attending enrolled in programs requiring uniforms or particular clothing for attendance.

B. Acceptable Requests for Payments

1. Students may be requested to pay the costs of materials used for a take-home project. Such charges must be based on the actual cost of the materials and are subject to § A-5 herein.

2. In physical education class, students may be to shower after physical activity. A student may purchase towel service and a physical class uniform if provided by the school. The student may bring a towel or appropriate clothing from home for the physical education class.

3. If the school sells items, payment may be requested from students only for personal items. Administrators must exercise caution to determine personal items from those that are clearly the responsibility of the school to provide.

4. Field trips, both off-school grounds and in-school field trips are intended to enrich the educational experience of students and shall be related to the curriculum. The Academy is permitted to request, subject to § A-5 herein, direct payments from students for field trip activity occurring during school hours. If a custodial parent/guardian does not pay for the field trip, the student shall not be denied the opportunity to participate, and the school shall arrange for the student to attend without payment, provided other prerequisites (such as parental permission) have been met. The Superintendent or Management Company Representative may forgo a planned field trip based on insufficient payments to cover the cost of the field trip.

5. When students are given reading assignments not included in the textbooks, or other materials provided for all students use, adequate copies of these supplemental books and materials, and/or adequate technological equipment shall be available for use or loan in the school center or some other reasonably accessible location. Certain individual projects (such as book reports and term papers) may require use of reading materials available at a public library.

    a. The Academy may, subject to § A-5 herein, offer to sell students books for the reading assignments. Purchase of these materials, is an option and shall not be required in order for a student to complete an assignment.

    b. Charges for these materials shall be based on cost to the Academy.

    c. These books/materials may be made available to students for purchase at school, i.e. book fairs.

6. Students who choose to complete an enhanced project, which costs more than the minimum cost of a class project, may be charged the cost of the additional materials. The choice of an enhanced or regular class project will not result in a higher grade for the student choosing an enhanced project.

7. Cap and gown sales/rentals are appropriate, although no student shall be denied an opportunity to participate in graduation ceremonies by virtue of inability to pay for cap and gown sales/rentals.

8. Students may be requested to pay fees for the cost of rental and cleaning of uniforms needed for extracurricular programs occurring outside of regular school hours.

9. If a student loses or damages School property, including library books and textbooks loaned to said student, said student shall be required to pay for, replace or repair said Academy property.

10. Students may be charged a modest fee for library books returned late.

11. As applicable, the Academy may furnish either a book locker and/or a physical education locker for each student. The Academy has the right to require that only locks in a master series of locks, which can be opened by the school's mater key, be used on these lockers. The student should have the opportunity to purchase or rent such locks at the school's cost.

12. School parking fees may be charged

C. Voluntary and Extracurricular Activities

1. Extracurricular activities are not considered a part of this policy, and costs associated with these activities may be charged to the student.

2. The Academy may charge students costs associated with activities occurring outside of school hours. Student participation is optional. There can be no penalty if the student does not participate, nor may a student be rewarded with extra credit for participation.

3. Students may be requested to pay for items and admission tickets for events outside of school hours, including athletic events, concerts, and theater productions. Attendance at these events is optional. Any student who attends shall not receive extra credit, nor shall the student who does not attend be penalized.

Authority: §§ 230.22(2), 230.23(22), 230.23005(2)(e), Fla. Stat.

Implemented: §§ 230.22, 230.23, 228.061, 230.03(2), Fla. Stat.; Fla. Const. Art. 9 § 1

Reference: Palm Beach School district Policy 2.21

History: New: 7/01/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **2.11**

PERSONAL BUSINESS ON SCHOOL TIME

No employee of South Tech Charter Academy, Inc. may conduct personal business on school time except for emergencies approved by the Superintendent or Management Company Representative or department head. School equipment or supplies shall not be used to conduct personal business or any other activity not connected with the school.

Authority: 230.22 FS

Implemented: 230.22 FS

Reference: Palm Beach School District Policy 2.32

History: New 7/01/2004; Revised 7/07/2005; 3/11/2010; 12/14/17

South Tech Academy Board Policy **2.12**

RECORDS AND REPORTS

All South Tech Charter Academy, Inc. employees shall faithfully and accurately keep such records as may be required by law, State Board regulations, Governing Board Policy, South Tech Charter Academy, Inc., or their supervisor. Such records shall include pupil attendance, property inventory, funds and other types of information. Reports of such records shall be submitted on forms prescribed for such purposes and at designated intervals and times.

Authority:	230.22 FS, South Tech Charter Academy, Inc.
Implemented:	230.23(11), 231.09(7), 236.02(1) FS, South Tech Charter Academy, Inc.
Reference:	Palm Beach School District Policy 2.34
History:	New 7/01/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy 2.122

RELIGIOUS EXPRESSION IN PUBLIC SCHOOLS

It is the policy of the SouthTech Charter Academy, Inc., a Florida Department of Education appointed Local Education Agency (LEA), that member schools (SouthTech Academy, SouthTech Preparatory Academy, and the SouthTech Success Center) will not discriminate against a student, parent, or school personnel on the basis of a religious viewpoint or religious expression.

Student Expression of Religious Viewpoints:

1. SouthTech Charter Academy, Inc. LEA will treat a student's voluntary expression of a religious viewpoint on an otherwise permissible subject in the same manner that a school district treats a student's voluntary expression of a secular viewpoint.
2. A student may express his or her religious beliefs in coursework, artwork, and other written and oral assignments free from discrimination. A student's homework and classroom assignments shall be evaluated, regardless of their religious content, based on expected academic standards relating to the course curriculum and requirements.
3. A student may not be penalized or rewarded based on the religious content of his or her work if the coursework, artwork, or other written or oral assignments require a student's viewpoint to be expressed.

Religious Clothing, Jewelry, and Accessories:

A student may wear clothing, accessories, and jewelry that display a religious message or symbol in the same manner and to the same extent that secular types of clothing, accessories, and jewelry that display messages or symbols are permitted to be worn.

Students Engaging in Religious Activities and Expression at School:

1. A student may pray or engage in religious activities or religious expression before, during, and after the school day in the same manner and to the same extent that a student may engage in secular activities or expression.
2. A student may organize prayer groups, religion clubs, and other religious gatherings before, during, and after the school day in the same manner and to the same extent that a student is permitted to organize secular activities and groups.

Employees Engaging in Religious Activities and Expression at School:

1. SouthTech Charter Academy, Inc. LEA may not prevent school personnel from participating in religious activities on school grounds that are initiated by students at reasonable times before or after the school day if such activities are voluntary and do not conflict with the responsibilities or assignments of such personnel.
2. SouthTech Charter Academy, Inc. LEA must comply with the federal requirements in Title VII of the Civil Rights Act of 1964, which prohibits an employer from discriminating against an employee on the basis of religion.

South Tech Charter Academy, Inc. Board Policy 2.122

RELIGIOUS EXPRESSION IN PUBLIC SCHOOLS

Equal Access to School Facilities:

1. SouthTech Charter Academy, Inc. LEA shall give religious groups access to the same school facilities for assembling as given to secular groups without discrimination based on the religious content of the group's expression.
2. A group that meets for prayer or other religious speech may advertise or announce its meetings in the same manner and to the same extent that a secular group may advertise or announce its meetings.

Limited Public Forum Required for Student Speakers:
Per Section 1002.206, Florida Statutes, known as the "Florida Student and School Personnel Religious Liberties Act," SouthTech Charter Academy, Inc. LEA is required to establish a limited public forum for student speakers at any school event where a student is to speak publicly. Where student speakers are permitted, the district:

1. Must provide the forum in a manner that does not discriminate against a student's voluntary expression of a religious viewpoint on an otherwise permissible subject;
2. Must provide a method based on neutral criteria for the selection of student speakers at school events, activities, and graduation ceremonies;
3. Must ensure that a student speaker does not engage in obscene, vulgar, offensively lewd, or indecent speech; and
4. Must state in oral or written form that the student's speech does not reflect the endorsement, sponsorship, position, or expression of SouthTech Charter Academy, Inc. LEA. SouthTech Charter Academy, Inc. LEA must deliver this required disclaimer at all graduation events and at any other event where a student speaks publicly.
5. Student expression of a religious viewpoint on an otherwise permissible subject may not be excluded from the limited public forum.

Authority: FS 1002.206

Implemented: 1002.206

History: New 5/9/19

Reference: Florida Department of Education "Model Policy on Religious Expression in Public Schools"

South Tech Charter Academy, Inc. Board Policy **2.13**

SCHOOL CALENDAR

1. In the spring of each year, the Superintendent or Management Company Representative will recommend a school calendar for the subsequent school year to the Governing Board for review and adoption.

2. Except as directed by the Board in case of emergency, school holidays, vacation periods, school days for students, and working days for all personnel in the Academy will be incorporated in the school calendar.

Authority: 230.22, FS

Implemented: 230.23(4), FS; South Tech Charter Academy, Inc. Charter, Part I, Section 6

Reference: Palm Beach School District Policy 2.35

History: New: 7/15/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **2.14**

LENGTH OF SCHOOL DAYS

1. For both the regular and Innovative Options High School, the length of the school day shall be a minimum of six (6) hours, lunch time excluded. Length of class periods shall satisfy state and regional accreditation standards.

2. The Superintendent or Management Company Representative shall recommend the time of daily opening of school for Board approval coincident with recommending the school calendar for Board adoption.

3. The minimum time for teachers shall be seven and one-half (71/2) hours. Schedules shall be staggered in such a way as to best accommodate the needs of students.

Authority: 230.22, FS

Implemented: 228.041(13), FS

Reference: Palm Beach School District Policy 2.36

History: New: 7/15/04; Revised: 7/07/2005; 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Policy **2.15**

SUMMER SCHOOL

The Superintendent or Management Company Representative shall provide for appropriate summer school in the annual school budget.

Authority: 230.22, FS

Implemented: 230.23(4), FS

Reference: Palm Beach School District Policy 2.37

History: New: 7/15/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

EMERGENCY PROCEDURES FOR HURRICANES AND OTHER DISASTERS

1. In the spring of each year, the Superintendent or Management Company Representative, or his designee, shall assure that updated copies of the Palm Beach School District Emergency Procedures handbook are available to key School personnel.

2. When hurricane warnings are displayed and the Palm Beach County area is alerted by an official announcement, it is the responsibility of the Superintendent or Management Company Representative, assisted by school personnel, to see that precautions are taken to ensure student safety. All employees shall take precautions necessary for the protection of property.

3. When the “all clear” signal is announced after a hurricane or other disaster, the Superintendent or Management Company Representative, custodians, and Governing Board Chairman, or designee, are to go to the school to assess the damage. A thorough check of the premises should be made with particular attention given to the following items:

    a. Availability of water.

    b. Availability of electricity.

    c. Flooding or damage in the general area of the school.

    d. Flooding or damage on the school grounds.

    e. Number of classrooms and other areas (by name) that are unusable.

    f. Estimated earliest date that classes can be resumed.

2. Immediately after determining the damage, the Superintendent or Management Company Representative, or his designee will make a report to the Governing Board, along with recommendations for resuming classes. The report shall also be made available to the school’s sponsor.

Authority: 230.22, FS

Implemented: 230.22, FS; South Tech Charter Academy, Inc. Charter, Part IV, Section 22

Reference: Palm Beach School District Policy 2.38

History: New: 7/15/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **2.161**

EMERGENCY EVACUATION DRILLS

1. The Superintendent or Management Company Representative, or his designee, shall annually review, establish, and communicate school wide procedures for fire exit or emergency evacuation drills and other hazard precautionary measures as applicable, in accordance with Florida Statutes and State Board of Education Regulations.

2. The Superintendent or Management Company Representative, or designee, shall develop a safety and emergency procedures plan for each facility and classroom. Safety and emergency procedures shall be posted in all school facilities.

3. All teachers and staff shall receive in-service training on approved safety and emergency procedures.

4. The Superintendent or Management Company Representative shall hold and document emergency evacuation drills as defined by state regulations. Such drills shall include preparations for fire, natural disaster, health hazard, and other emergencies.

5. In the event of a fire, students and employees shall be evacuated from the building. Students and employees shall be evacuated to assigned locations at least five hundred (500) feet from the building. The fire department and police shall be notified. Administrators shall notify students when and if it is safe to return to the building. Parents shall be notified as soon as possible.

6. In the event of a natural disaster, portable buildings shall be evacuated and students and employees moved to a permanent building.

7. In the event of a health hazard, the County Health Department and the Sponsor's Environmental Control Office shall be notified immediately and jointly develop an action plan.

Authority: 230.22, FS

Implemented: 230.22, FS; South Tech Charter Academy, Inc. Charter, Part IV, Section 22.0

Reference: Palm Beach School District Policy 2.381

History: New: 7/15/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

SAFETY AWARENESS AND SAFETY COMMITTEES

1. Purpose - The Governing Board holds in high regard the safety, welfare and health of its employees, students and the public when visiting South Tech Charter Academy, Inc. Therefore, the Board will work toward:

    a. The maintenance of a safe and healthful learning environment;

    b. Annual review of this policy with all school personnel; and

    c. Conscientious observance of all applicable federal and state statutes and regulations pertaining to safety.

2. Scope – It is the policy of the Board to provide and maintain safe, efficient, and healthful working conditions in the School and to following operating practices that will safeguard employees, students, and the general public who visit South Tech Academy.

    a. Implementation and integration of a safety program is dependent upon management within each department.

    b. Each employee should follow established safety practices and is encouraged to learn sufficient safety skills to reasonably avoid injury. All employees are encouraged to question conditions that may appear unsafe and are expected to report any substandard conditions.

3. School Center Safety Committee – The committee shall be appointed by the Superintendent or Management Company Representative. A chairperson shall be elected from the membership. The Personnel Manager shall be responsible for monitoring compliance with all requirements of the Workplace Safety Program.

    a. Meetings – The School Center Safety Committee shall meet at least every other month during the school year. The committee secretary shall prepare minutes of meetings and send copies to each committee member, the Superintendent or Management Company Representative, Governing Board Chairman, and the Sponsor's Department of Employee Benefits and Risk Management (attention: District Safety Manager).

    b. Functions – The function of the Committee shall include reviewing:

        i. Employee and student accident reports to determine what steps need to be taken to prevent a recurrence;

        ii. Safety and first aid training procedures and practices to determine whether improvements should be considered;

        iii. Activities at the School to assess whether new safety practices should be considered;

        iv. Comprehensive Safety Reports to ascertain whether the school is doing all it should to bring the school in compliance with the safety provisions of Chapter 5 of State Requirements for Educational Facilities;

        v. Local inspection reports on playground and athletic equipment to analyze whether the equipment is being adequately inspected and maintained;

        vi. Suggestions made by employees, students, or parents pertaining to safety, to determine action to be taken; and

        vii. School center emergency plans and suggest updates, if needed.

c. The School Center Safety Committee shall ensure that safety awareness presentations are conducted annually. These presentations shall consist primarily of general safety training and shall be conducted in addition to specific safety training programs provided on an ongoing basis for employees in certain occupations. The presentations shall be conducted by qualified instructors.

Authority: FS 1001.41(2); 1001.42(22)

Implemented: FS 1001.41(1)(3); 1001.42(6)(9)(c); 1001.43(1)(7); 1013.11

Reference: Palm Beach School District Policy 2.382

History: New: 8/19/2004, Revised: 9/23/2004; 7/07/2005; 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **2.17**

FIELD TRIPS

1. Limitation of Field Trips

   a. Students making up the membership of a course of instruction, group of such courses, school organization, or affiliated school organization shall be permitted to take field trips that enhance learning.

   b. Field trips should not negatively impact students' regular instructional program.

   c. All field trip requests will be made to the Deputy Superintendent on the appropriate Field Trip Request Form.

2. Approval of Field Trips

   a. In-county field trips – All in-county field trips require the Deputy Superintendent and Principal's approval and shall be recorded on the school calendar.

   b. Out-of county field trips – Groups planning to take students out of Palm Beach County require the approval of the Deputy Superintendent, Principal, and Superintendent or Management Company Representative.

   c. Out of state or country field trips – Out of state or country field trips require the approval of the Deputy Superintendent, Principal, Superintendent or Management Company Representative, and the Governing Board.

3. Safety and Security of Students

   a. The Superintendent or Management Company Representative shall ensure that all field trip groups have sufficient chaperons (a minimum of 1 chaperone per ten students) to ensure student safety and to meet each student's personal security and health needs.

   b. Field trips shall not be authorized unless each participating student has the maturity and skills necessary to participate safely and meaningfully in the activity.

   c. Reasonable provisions should be made for handicapped students to participate.

   d. Any health, safety, or security problems that arise during a field trip shall be reported immediately to the Deputy Superintendent and school center safety committee for analysis and investigation. .

4. Parent Permission Slips

   Parents shall be notified prior to any trip that the trip is being contemplated. The notice shall give the place to be visited, date and time of departure, and the estimated time of return to the school. Regular permission slips signed by the parent or legal guardian covering each child shall be required.

5. Field Trips Conducted During the Instructional Day

   Field trips conducted during normal scheduled class periods require the approval of assigned period teachers and the Dean of Students. Academic progress, attendance, and discipline records will be considered in determining student participation eligibility in this approval process.

FIELD TRIPS

6. Financing Field Trips

   Arrangements for payment of expenses incurred by individual students, student groups, and their chaperons shall be the responsibility of the appropriate personnel in the school. All such arrangements shall have prior approval of the Superintendent or Management Company Representative.

Authority: FS 230.22; 230.23(8)

Implemented: FS 230.22(2)

Reference: Palm Beach School District Policy 2.40

History: New: 8/19/2004; Revised: 7/07/2005; 3/11/2010; 3/10/2011; 12/14/17

South Tech Charter Academy, Inc. Board Policy **2.18**

VOLUNTEERS IN SCHOOLS

1. The Governing Board of South Tech Charter Academy, Inc. encourages volunteer participation by individuals and groups in Board sponsored programs within the Academy and for sponsored and supervised off-school campus activities before, during and after regular school hours.

2. A volunteer is a non-paid person functioning under the sponsorship of the Governing Board.

3. The Governing Board authorizes the Superintendent or Management Company Representative or his designee to approve volunteers to assist in organized School programs following the submission of an application and upon successful completion of a volunteer training program as outlined in Florida State School Board Rule 6A-1.70.

Authority: FS 228.041(24); 230.2311-2312; 236.0873; 6A-170 FAC

Implemented: SBER 6A-170

Reference: Palm Beach School District Policy 2.53

History: New: 8/19/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

POLITICAL ACTIVITY ON SCHOOL PROPERTY

1. The Governing Board is committed to ensuring each citizen's rights as provided in the Constitution and laws of the State of Florida and the Constitution of the United States. However, Academy employees shall be prohibited from the following:

    a. Participating in any political activity while on duty.

    b. Attempting, either directly or indirectly, to coerce political activity or support from any Academy employee.

    c. Soliciting or attempting to solicit funds from a School employee on behalf of any candidate or party, or issue while on duty

2. Academy employees shall have the right to actively participate in political activities on behalf of any candidate, party, or issue during the time they are not scheduled to be on duty.

3. Nothing in this policy shall be interpreted to prohibit a Governing Board member or employee from performing any statutory or assigned duty with respect to any issue which directly affects the Palm Beach School District school system or South Tech Charter Academy, Inc. or which is placed on a ballot by or at the request of the Governing Board.

4. Academy employees who offer themselves as candidates for public office shall notify the Superintendent or Management Company Representative immediately upon qualifying for election. They shall file a written statement explaining plans for conducting their campaign so as not to interfere with their job responsibilities.

    a. Personal leave may be taken for thirty (30) days prior to the election as provided herein.

    b. Such candidate shall adhere strictly to §104.31 FS, regarding political activity on the part of public officials and employees including teachers.

    c. A successful candidate for an office requiring a part-time responsibility shall report immediately to the Superintendent or Management Company Representative after the election and thereafter when deemed necessary by the Superintendent or Management Company Representative or Governing Board to evaluate the compatibility of the dual responsibility.

    d. A school employee may be granted leave of absence, with loss of full pay, for a specified period of time for the purpose of campaigning or for serving in public office.

5. Political Candidates

    a. Debates or Forum. If a class or school-sponsored group plans a political debate or forum during the school day, the Superintendent or Management Company Representative/teacher/sponsor shall ensure that all candidates for the same public office or who have differing opinions on an issue are given an equal opportunity to participate.

    b. Appearances. If a political candidate asks to visit a school, the visit must take place before or after the day or lunchtime. If a candidate is invited to speak to a class or other school-related activity during school hours, the requirements for debates or forums are applicable and other candidates for the public office should be invited to visit at the same time or be provided with an equivalent opportunity.

    c. Every partisan organization or political committee is required to file the names and addresses of its appointed officers, its contributions and expenditures with the Board of Election Supervisors, in accordance with state fair elections practices.

d. Nothing in this policy shall preclude or prevent incumbent elected public officials from appearances on School property upon invitation of a Board member or the Superintendent or Management Company Representative.

6. School groups may not participate in events that fall into these classifications:

   a. Public appearances to promote the political candidacy of any person or the furtherance of any partisan political interest.

   b. Appearances that create an undue amount of interference with the regular school program or that cause an excessive amount of student absences for rehearsal or preparation.

7. Use or Distribution of Political Materials during School Hours

   a. General Requirements. No one may distribute political material that is unconstitutional or illegal, that violates state fair election practices, or in the opinion of the Superintendent or Management Company Representative poses the potential to disrupt the educational environment.

      Campaign materials must contain an authority line that identifies the name and address of the person, candidate, treasurer, chairman or campaign manager who is responsible for the campaign materials.

   b. Manner, Place and Time of Distribution. Persons may distribute political materials on school property provided they consult in advance with the Superintendent or Management Company Representative on the manner, time, and place of distribution.

      1. Manner: Emphasis will be placed on making materials available to interested persons, rather than having a blanket distribution. Distribution options include:

         a. A display of materials
         b. Handouts
         c. Designated bulletin boards or wall spaces
         d. School mailboxes

      2. Place: Except when related to an instructional program of a voluntary forum or seminar held by students, political materials may not be distributed in classrooms, the media center, or other instructional spaces during the school day. Location options include:

         a. Building sidewalks and entrance foyers
         b. Cafeteria or lunch room
         c. Designated hallways
         d. Student government rooms or spaces

      3. Time: Except when the distribution is related to the instructional program, political materials may not be distributed during class time. Time options to be considered are:

         a. Before the beginning of the school day
         b. During lunch periods
         c. During scheduled activity or flex periods (by students only)
         d. At the end of the school day

   c. School mailboxes. Political materials may be placed by a candidate, or his/her representative, in individual mailboxes provided for school staff if the distribution is made before or after school hours at a time that the Principal has determined will be the least disruptive to office and school activities. School employees may not distribute political materials during their work hours.

d. Interschool (Pony) Mail. Interschool or intra-school mail systems may not be used may not be used to distribute political materials.

e. School Employees. Any distribution of political materials or political activity except as part of the instructional program is prohibited during working hours. Distribution includes “PROFS” or e-mail messages.

f. As part of an Instructional Program. Teachers may use political materials as part of the instructional program, provided the material is germane to course objectives. Any presentation of political materials, or issues, or expression of views, however, must be balanced and fair.

Teachers shall be responsible for providing students with the opportunity to investigate various sides of the topics presented in their courses, particularly in relation to controversial subjects, within such limits as may be imposed by relevance to the course, the maturity level and intellectual ability of the students, and time available.

Teachers shall permit freedom of expression on those topics that are matters of opinion so that students may weigh alternative views and make up their own minds. Students shall be encouraged to examine, analyze, evaluate, and synthesize the information available to them before drawing conclusions in order to develop as fully as possible their capacities for rational judgment.

Teachers shall strive to promote tolerance for the opinions of others and the respect of all individuals to hold and express differing opinions.

A teacher may express his/her opinions in regard to political, social, or religious values or issues provided that the total presentation is essentially balanced and fair. He/she shall not use professional contacts with students to further his/her own political aims or views or those of any other individual or group.

Authority: FS 230.22

Implemented: FS 104.31; 231.001; 231.39; 231.085

Reference: Palm Beach School District Policy 2.59

History: New: 7/31/2012; 12/14/17

South Tech Charter Academy, Inc. Board Policy 2.23

Student Transportation

South Tech Academy is determined to make every reasonable effort to provide transportation for students who are otherwise eligible for enrollment and live within a reasonable distance of the school. For the purpose of this policy, a reasonable distance is defined as one requiring a one-way transit time of one hour or less. Transportation will be provided for students living two or more miles from a school as provided by Florida statutes and Department of Education Rule 6A-3.001. Where hazardous routes exist within two miles of the school, the Superintendent or Management Company Representative may authorize transportation. The distance is to be measured by the most direct route from the residence of the pupil to the school. Students residing outside the area serviced by school busses will be offered Palm Tran or Tri-Rail passes to a connecting school bus route. Parent reimbursement will be available for parents of special needs students with transportation accommodations included on their IEP or 504 Plan, or for parents of students living in an area which is not serviced by sponsor-contracted school bus routes. Parents of such students will be compensated at the rate of revenue generated by the student in transportation FTE funds.

Authority: § 1006.21 – 1006.27§

Implemented: 1006.21 (1), (2), (3) (a), 1006.22, 1006.23 FS

History: New: 12/11/08; 3/11/2010; 12/14/17

Book	School Board Policies
Section	Ch. 2. General Administration
Title	Social Media
Number	2.503
Status	Active
Adopted	May 4, 2016

Policy 2.503 Social Media

1. **Purpose**

a. This Policy is to provide direction and governance for social media communications of the School Board of Palm Beach County ("School Board" or "Board") members, employees, contracted hires (including coaches), students, parents, volunteers and any person using a social media site of a school or the School District of Palm Beach County ("School District" or "District"). Social media includes Internet-based applications and services (such as Facebook, Twitter, Instagram, etc.) that facilitate interactive dialogue between users.

b. This Policy does not apply to the personal use of social media sites by District employees, students, and other persons acting on behalf of the District except when the person:

i. is creating or in receipt of a public record by making or receiving comments in connection with the transaction of official District business;

ii. violates professional ethical conduct as set forth in School Board Policy 3.02;

iii. creates a safety issue for the District;

iv. engages in cyberbullying; or

v. makes a statement(s) that materially disrupts the school environment, substantially invades the rights of others at a school or materially disrupts a District facility, consistent with the law.

2. **Policy**

a. The School Board is committed to providing a safe and secure learning and working environment. When using social media as a form of communication, students, employees and all other persons who work with students or have business with the District must follow all applicable District policies, including Policy 3.29 (Acceptable Use of Technology by Employees), Policy 8.123 (Technology Acceptable Use Policy for Students), Policy 2.50 (Third Party Use of Technology), Policy 5.002 (Prohibition of Bullying and Harassment), Policy 3.19 (Policy Prohibiting Discrimination and Harassment), Policy 5.001 (Protecting Students from Harassment and Discrimination), Policy 5.81 (Protecting Students from Sexual Harassment and Discrimination) Policy 2.041 (Public Records), Policy 3.02 (Code of Ethics), and the Social Media Site Tracking Service Request on the eSupport system. The Social Media Site Tracking Service Request is incorporated herein by reference and attached hereto. Schools and departments should also follow the recommendations by the Department of Communications and Engagement, including its Social Media Guidelines that are posted on that Department's website.

b. These guidelines and standards shall be interpreted consistently with the provisions of the United States and Florida Constitutions, Florida and federal law, and federal and state rules and regulations. Furthermore, nothing in this Policy should be construed to prohibit protected activity under the law.

c. Definitions: These definitions apply to terms within this Policy:

i. Authorized staff - District staff to the extent the employees are designated by the Superintendent, Principal, District Department Director or Department of Communications and Engagement. If the authorized staff person is a bargaining-unit member, then the member may only be designated if the member volunteers.

ii. Defamation - Defamation, including libel, has been interpreted to mean that a plaintiff must show that (1) the defendant published a false unprivileged statement about the plaintiff, (2) to a third party, and (3) the falsity of the statement caused injury to the plaintiff.

iii. Harmful to Minors - Any reproduction, imitation, characterization, description, exhibition, presentation, or representation, of whatever kind or form, depicting nudity, sexual conduct, or sexual excitement when it: (a) predominantly appeals to a prurient, shameful, or morbid interest; (b) is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material or conduct for minors; and (c) taken as a whole is without serious literary, artistic, political, or scientific value for minors.

iv. Obscene - The status of material which: (a) the average person, applying contemporary community standards, would find, taken as a whole, appeals to the prurient interest; (b) depicts or describes, in a patently offensive way, sexual conduct as specifically defined herein; and (c) taken as a whole lacks serious literary, artistic, political, or scientific value.

3. **School District and School Accounts and Other Personal Accounts in Relation to the School District**

a. A School District-sponsored or school-sponsored social media account is to be used for a District or school public purpose, including but not limited to, promoting District and/or school-related programs, activities and events, as well as providing information about District and/or school schedules, meetings and important deadlines, emergencies, and policy positions as allowed by law.

b. The School Board publishes a District Facebook Page, Twitter and Instagram accounts which are monitored by the District's Department of Communications and Engagement and are used to publish District news of interest to the general public. District schools and departments may send their proposed posts to be published to the Department of Communications and Engagement. Schools, departments, or other District-related groups that are interested in establishing their own social media presence must complete the Social Media Site Tracking Service Request in the District's e-Support system.

c. School pages are distinct presences, separate from user profiles, and optimized for a school's needs to communicate, distribute information/content, and to engage their community.

d. District and school/department social media accounts are to be used to promote the school/department and/or District in a professional manner. All social media services need to be administered strictly under the direction and oversight of the principal or District Department Director, their designees, or the Department of Communications and Engagement. Only authorized staff may contribute or post to a social media site on behalf of the District/school/department. Fans, friends or followers of the District/school/department accounts and of personal accounts subject to paragraph (1) (a) above shall be notified, if possible, through a warning on the page that the content of these pages are subject to the public records laws and their information may be subject to a public records request for comments in connection with the transaction of official District business.

e. The District/school/department, through authorized staff, reserves the right to remove posted content or comments, consistent with the law, on District/school/department sites due to:

i. violation of a School Board policy;

ii. discussion being inconsistent with the stated purpose, mission, and guidelines of the Board;

iii. comments or postings that are harmful to minors, are obscene, constitute defamation (as these terms are defined herein), threats, or compromising the safety or security of the District or a school;

iv. statements tending to incite violence or imminent lawless action;

v. comments promoting, fostering or perpetuating discrimination on any of the grounds set forth in Policy 5.001, 6.144, 3.19 or 3.05;

vi. comments violating the legal ownership interest of another party (e.g., copyright infringement), supporting or opposing political parties, candidates, or groups, promoting illegal activities, promoting or endorsing commercial services or products, or concern or divulge confidential information; or

vii. statements that are not topically related to the particular posting.

f. In deciding whether to remove content, the Board is aware of the right for comments to be critical of the organization and the District will not engage in viewpoint discrimination. If/when posts are deleted due to any of the reasons stated above, printing or taking a screenshot of the post prior to deletion and maintaining them as District/school/department records per the District's Records Retention Schedule is required.

g. The District, through authorized staff, reserves the right to enable or disable interactive features on District/school/department sanctioned social media sites based on the criteria in this policy. Each of these social media sites shall be subject to an internal security assessment to assure no risk to the District technology infrastructure in order to avoid collateral/viral damage.

h. All use of social media including for instructional purposes for students by a school/department must have principal/District Department Director or designee approval and be monitored daily by the principal/District Department Director/designee. At least one member of the school's/department's team shall do the posting and one or two trusted others will also keep track of the activity on the page. The primary administrator should serve as the lead editor.

i. Instructional use of social media for students that is conducted in a system open to the public must be approved by the principal/District Department Director and must include written parental consent consistent with FERPA. Parents must be notified of the intent and purpose of the public activities and process by which the content will be moderated. Form *PBSD 1941 Release and Consent for Student Information Publication* should be completed with specific details and can be located at: http://www.palmbeachschools.org/forms/index.asp.

j. The School District social media platforms shall contain the following or a similar disclaimer along with applicable hyperlinks where feasible:

> This is an official social media page for [school/department name] in The School District of Palm Beach County. This page, including its content and responsive postings, is governed by School Board Policy 2.503--Social Media [insert hyperlink].
>
> This page is intended to provide information to our students, teachers, staff, parents, community members and other stakeholders.
>
> Please note that The School District of Palm Beach County does NOT endorse or attest to the accuracy of information, opinions, claims, or advice shared on this page by our fans and followers.
>
> The content of this page is subject to the public records laws and information appearing on this page may be subject to a public records request. There is no expectation of privacy for postings on this social media site.
>
> If a person believes there has been a violation of licensing, copyright, trademark, and fair use agreements and laws, a written complaint that substantially complies with 17 U.S.C. § 512 can be filed with the Communications Manager of the District's Department of Communications and Engagement, 3300 Forest Hill Blvd., Suite C-110, West Palm Beach, FL 33406. Email address: communications@palmbeachschools.org . Phone: (561) 357-7570.
> Should you require a response from the School District or wish to request services, you must visit www.palmbeachschools.org or call (561) 357-7570.

A similar disclaimer shall appear on all other District/school/ department social media sites.

k. The school's/department's social media account username and password shall be maintained by their Social Media Administrative Team and the school principal/District Department Director. The username will be an assigned generic District email address. The school/department shall use this email address to create its social media presence and must maintain this information in a secure place. The school/department must establish a strong password.

l. All District/school/department social media sites and data contained therein, along with the account's passwords and followers, are owned by the District.

4. **Social Media Procedures/Standards for Employees and Other Persons in Relation to the School District**

a. District, school, or department social media sites are considered professional social media accounts and shall only be created using District email accounts. Professional social media accounts created by District employees are the property of the District and will comply with the recommendations of the Department of Communications and Engagement.

b. District employees engaging in District/school/department related social media activities must separately maintain their District/school/department and personal email addresses and accounts. District employees shall not use the logos or images that pertain to the District, schools or departments on a personal account.

c. Employees and persons associated with the District are responsible for the information they post, share, or respond to online. If non-exempt employees are using a social media site to conduct official District business, they must do so during their regular duty hours unless requested by the employee and permission is received from the appropriate supervisor/administrator for overtime/comp time per School Board Policy 6.12 or the applicable collective bargaining agreement. District employees must relinquish information necessary to maintain a professional District social media account and may no longer access the account if the employee's employment is terminated or the employee's job responsibilities change and the new position is not related to the purpose of the account.

d. Employees are discouraged from using personal social media accounts for conducting official District business. If the employee uses his/her personal social media account for transacting official District business, and the District needs access to these comments/posts for good cause, the employee voluntarily consents to provide these comments/posts to the District. If the employee refuses to provide these comments, the District has the authority to contact the online carrier to retrieve these comments/posts.

e. Social media activities that are not work-related (e.g., reading or posting personal comments on personal social media accounts or engaging in games) must not interfere with work commitments.

f. Unless allowed by law, District employees and persons associated with a school/department shall never share confidential or exempt information about students or personnel that are protected by FERPA or the Florida public records laws. Personally identifiable student information, including names, videos and photographs, shall not be posted without the written, informed consent of the student's parent/legal guardian, or student of legal age, and with the principal's approval. Confidential or privileged information about students or personnel (e.g., grades, attendance records, or other student/personnel record information) may be shared, if allowed by law, only on District approved secured connections by authorized individuals.

g. All District, school, and department sponsored social media accounts will comply with licensing, copyright, trademark, and fair use agreements and laws. If a person believes there has been a violation of this provision, a written complaint that substantially complies with 17 U.S.C. § 512 can be filed with the Communications Manager of the District's Department of Communications and Engagement, 3300 Forest Hill Blvd., Suite C-110, West Palm Beach, FL 33406. Email address: communications@palmbeachschools.org Phone: (561) 357-7570. This process will also be stated in the disclaimer on all District professional social media sites and on the District's website.
This District will provide this contact information for the designated agent (the Communications Manager of the District's Department of Communications and Engagement) and any other contact information the Register of Copyrights may deem appropriate to the U.S. Copyright Office. Individuals will abide by the Terms of Service and privacy policy of the social media site. If the social media platform allows, the District will expeditiously remove or disable access to the infringing material upon knowledge of the infringement. If materials are removed or disabled because of a complaint of infringement, the District shall promptly provide written notification to the complaining party confirming this action and also promptly notify the person who allegedly posted the infringing material that the material has been removed or access disabled and if this occurs again the District may block that person's access to the site. The process for an alleged infringing party to respond is as set forth by statute, if applicable.

h. District employees using social media sites have no expectation of privacy regarding their use of District property, network and/or Internet access to files, including email and District/school/department accounts.

i. District and school social media sites are considered limited public forums and responsive comments must be related to the subject matter of the original post. Additionally, the District, through authorized staff, reserves the right, subject to the law, to require employees to remove content inconsistent with the employee's role within the District or on the basis of grounds set forth in paragraph (3) (e) above.

j. Consistent with the law, any employee who violates this Policy is subject to disciplinary action. The District reserves the right to remove/block any fan or follower who posts material that is in violation of this Policy, and that person will not be allowed to participate.

k. As in all other forms of contact between District and/or school staff, as well as students, personal communications using social media shall not violate this Policy. If contact violating this Policy is found to have occurred, disciplinary action will be taken. This prohibited conduct also applies to staff members' online conduct that occurs off District property including from the employee's personal device. Postings to social media must not violate School Board Policy 3.02 (Code of Ethics), the Principles of Professional Conduct for the Education Profession in Florida, and the Code of Ethics of the Education Profession in Florida.

l. Threats are taken seriously and are subject to law enforcement intervention, including but not limited to formal threat assessments.

m. If a School Board member maintains a site in his/her elected capacity, and not for campaign activities, this site may contain a link to the District's official site. However, the member's site must note that the District site does not endorse:

i. any candidate or

ii. any School Board member's individual position on an issue.

Further, the member's site must make it clear that the member is speaking on his or her behalf and not on behalf of the School Board. Thus, it is recommended that the member add the following disclaimer to his/her personal social media site if any District business is or may be discussed:

"The views and postings on this page are personal, and my own, and do not necessarily represent the views, positions, or opinions of the Palm Beach County School Board."

n. Employees, School Board members and other persons associated with the District must retain public records on personal or professional social media sites if the content was made or received in relation to official District business. Public records must be maintained per the District's Records Retention Schedule and may be subject to public records and E-discovery requests.

5. **Communications with District Students**

The following applies to District employees and persons associated with the District who work and communicate with students through professional social media sites:

a. Professional social media sites that are school-based shall be designed to address reasonable instructional, educational or extracurricular program matters.

b. To the extent possible, based on the social media site used, the District's Department of Communications and Engagement and/or its designees shall be given administrator rights or access to the professional social media accounts established by District employees.

c. Supervisors and their designees are responsible for maintaining a list of all professional social media accounts within their particular school/department or office.

d. Communications with students must not violate School Board Policy 3.02 (Code of Ethics), the Principles of Professional Conduct for the Education Profession in Florida, and the Code of Ethics of the Education Profession in Florida.

6. **Social Media for Instructional Purposes for Students**

To ensure accessibility and equal education opportunities, employees using third-party social media as part of the instructional experience for students will provide an alternative for students whose parents do not accept the Terms of Service or privacy policy.

7. **Certain Social Media Sites Prohibited**

Third-party social media sites that do not publish Terms of Service or a privacy policy may not be used for District-sanctioned activities.

8. **Responsibilities**

a. Board Members and advisory committee members who are subject to the Sunshine Act: Florida's Open Government laws prohibit members of public boards or members-elect from meeting outside the Sunshine. Therefore, two members of the same board are prohibited from responding and replying to one another via a social media site on matters that may reasonably come before that board or committee for action.

b. Principals, Area Superintendents, chiefs, directors and supervisors shall communicate this Social Media Policy to their employees upon adoption of this Policy and annually.

c. The District shall make training available related to this Social Media Policy. The training program may include online courses, video presentations, bulletins and newsletters. Exempt employees may take the course during their regular duty hours. Non-exempt employees must take the course during their regular duty hours unless requested by the employee and permission is received from the appropriate supervisor/administrator for overtime/comp time per School Board Policy 6.12 or the applicable collective bargaining agreement. As part of the training, District employees and contracted hires shall acknowledge they have reviewed this Policy and will abide by its terms, upon initial employment by the District, after the adoption by the School Board of this Policy or any revision thereto, and notification by a District bulletin.

9. **Applicability of Board Policies and Other Laws**

a. This Policy is intended to supplement, not supersede, existing Board policies, and laws. Employees are responsible for complying with all applicable Board policies, federal and state rules, rights and laws, including but not limited to the Children's Internet Protection Act (CIPA), Children's Online Privacy Protection Act (COPPA), reporting employee misconduct and child abuse reporting laws, cyberbullying prohibition law and policy, E-discovery rules, the Family Educational Rights and Privacy Act (FERPA), First Amendment rights, public records laws, privacy laws, the Sunshine Act, and intellectual property laws.

b. Information about allegations of misconduct or investigations should be handled within the confines of the District's reporting procedures and investigative processes.

Attachment: eSupport Request for Service form

STATUTORY AUTHORITY:	Fla. Stat. §§ 1001.32 (2); 1001.41 (2); 1001.42 (27); 1001.43 (1)
LAWS IMPLEMENTED:	Fla. Stat. §§ 1001.32 (2); 1001.43 (3); 1001.42 (8); 17 U.S.C. § 512; 18 U.S.C. § 2701
HISTORY:	New 05/04/2016

References to other policies:

School Board Policy 3.29 Acceptable Use of Technology by Employees
School Board Policy 8.123 Technology Acceptable Use Policy for Students
School Board Policy 2.50 Third Party Use of Technology
School Board Policy 3.02 Code of Ethics
School Board Policy 5.002 Anti-Bullying and Harassment
School Board Policy 5.50 Student Records
School Board Policy 8.125 District Review and Filtering of Websites
School Board Policy 2.041 Public Records
School Board Policy 5.1812 Student Code of Conduct for Elementary Students School Board Policy 5.1813 Student Code of Conduct for Secondary Students
School Board Policy 3.19 Policy Prohibiting Discrimination and Harassment
School Board Policy 5.001 Protecting Students from Harassment and Discrimination
School Board Policy 5.81 Protecting Students from Sexual Harassment and Discrimination

SM PO 2.503 - eSupport request service.pdf (110 KB)

SOUTH TECH CHARTER ACADEMY, INC.

BOARD POLICY

CHAPTER 3 - PERSONNEL

3.02	Employee Ethics in Education (renumbered from 3.101)
3.05	Equal Opportunity and Non Discrimination Policy
3.06	Policy Concerning Persons with a Disability and Procedures for Accommodation
3.08	Personnel Files (PBC School District Policy)
3.09	Social Security Numbers (PBC School District Policy)
3.10	Conditions of Employment
3.11	Medical Examinations During Employment
3.12	Criminal Background Checks
3.121	Background Screening of Certain Non-instructional Employees and Contractors
3.13	Self-Reporting of Arrests and Convictions by Board Employees
3.15	Appointment and Reappointment of Personnel
3.16	Out-of-Field Teaching Assignments
3.19	Policy Prohibiting Harassment
3.20	Resignation and Termination from Employment
3.21	Safe Operation of District School Buses
3.25	Personnel Investigations and Probable Cause Determination
3.26	Possession of Firearm
3.27	Suspension and Dismissal of Employees
3.28	Adverse Personnel Action Against Employee/Independent Contractor
3.29	Employee Use of Technology

3.30	Performance Assessment of Personnel
3.31	Grievance Procedure for Employees
3.40	Year of Service Defined
3.44	Verification of Experienced Teachers' Highly Qualified Status
3.45	Promotional Practices
3.55	Interim and Probationary Appointments
3.60	Nepotism
3.70	Jury Duty
3.75	Witness Duty
3.76	Family and Medical Leave Act
3.80	Leave of Absence
3.81	Infectious Disease
3.84	Employment of Certified Personnel
3.85	Employment of Substitutes, Part-time Adult and Vocational, and Non-degreed Vocational Teachers
3.96	Drug and Alcohol Free Workplace

EMPLOYEE ETHICS IN EDUCATION

1. Purpose. South Tech is committed to promoting the highest standards of ethics and professional conduct by its employees. Any violation of this policy may subject the individual to disciplinary action including termination or revocation or suspension of the individual educator's certificate or other penalties as provided by law.

2. Code of Ethics.

A. The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. Aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

D. The educator will maintain full compliance with the Principles of Professional Conduct for the Education Profession in Florida, Code of Ethics of the Education Profession in Florida Rule 6B-1.006.

3. Principles of Professional Conduct. The following obligations constitute the Principles of Professional Conduct of South Tech.

A. Obligation to the student requires that the individual shall:

1. Make a reasonable effort to protect the student from conditions harmful to learning and/or to the student mental and/or physical health and/or safety.

2. Not unreasonably restrain a student from independent action in pursuit of learning.

3. Not unreasonably deny a student access to diverse points of view.

4. Not intentionally suppress or distort subject matter relevant to a student's academic program.

5. Not intentionally expose a student to unnecessary embarrassment or disparagement.

6. Not intentionally violate or deny a student's legal rights.

7. Not harass or discriminate against any student on the basis of race, color, religion, sex, age, national origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable effort

to assure that each students protected from harassment or discrimination.

8. Not exploit a relationship with a student for personal gain or advantage.

9. Keep in confidence personally identifiable information obtained in the course of professional services, unless disclosure serves professional purposes or is required by law.

B. Obligation to the public requires that the individual shall:

1. Take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.

2. Not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expressions.

3. Not use institutional privileges for personal gain or advantage.

4. Not accept a gratuity, gift, or favor that might influence professional judgment.

5. Offer no gratuity, gift or favor to obtain special advantages.

C. Obligation to the profession of education requires that the individual shall:

1. Maintain honesty in all professional dealings.

2. Not discriminate on the basis of race, color, religion, sex, age, national, or ethnic origin, political beliefs, marital status, handicapping condition, if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.

3. Not interfere with a colleague's exercise of political or civil rights and responsibilities.

4. Not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly process of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and further, shall make reasonable effort to assure each individual is protected from such harassment or discrimination.

5. Not make malicious or intentionally false statements about a colleague.

6. Not use coercive means or promise special treatment to influence professional judgment of colleagues.

7. Not misrepresent one's own professional qualifications.

8. Not submit fraudulent information on any document in connection with professional activities.

9. Not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.

10. Not withhold information regarding a position from any applicant or misrepresent an assignment or condition of employment.

11. Not assist entry into or continuance in the profession of any person known to be unqualified in accordance with this policy and applicable Florida Statutes and State Board of Education Rules.

12. Self-report within forty-eight (48) hours to the school Superintendent any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, individuals shall self-report any arrest, conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty of Nolo Contendre for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment or arrest.

13. Report to the Academy Superintendent or Management Company Representative, any known allegation of a violation of the Florida School Code or State Board of Education Rules.

14. Seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education Rules.

15. Comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.

16. Cooperate with the Education Practices Commission in monitoring the probation of a subordinate

4. Training. South Tech shall provide mandatory training for its employees on the requirements of this policy.

5. Duty to Report. All employees of South Tech have an affirmative duty to report all cases of a suspected violation of this policy. In particular, all employees must report misconduct by other school personnel (including instructional personnel and school administrators) which affects the health, safety, or welfare of a student. Any person acting in good faith in the reporting of any instance of child abuse, abandonment or neglect shall be immune from any civil or criminal liability which might otherwise result by reason of such action.

6. Procedure for Reporting. Employees who are aware of or who observe misconduct must report it immediately to the Academy Superintendent or Management Company Representative, All South Tech Academy employees who know or have reasonable cause to suspect that a child is an abused, abandoned, or neglected child shall immediately report such knowledge or suspicion to the Department of Children and

Families' Florida 24 Hour Abuse Hotline (1-800-96 ABUSE), and notify the Academy Superintendent or Management Company Representative, immediately thereafter. If an employee becomes aware of or suspects that the school Superintendent is engaging in misconduct, the Employee should immediately report the misconduct to the Chair of the Board of Directors. Employees are urged to document the activities or details of the event.

7. Reporting of Misconduct of Former Employees and Liability.

1. South Tech may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators (or those who resign in lieu of termination), based in whole or in part on misconduct that affects the health, safety or welfare of a student.

2. South Tech may not provide instructional personnel or school administrators with employment references or discuss the personnel's or administrator's performance with prospective employers in another educational setting without disclosing the former employee's misconduct.

3. Under the provisions of §768.095, F.S., if the Academy Superintendent or Management Company Representative, (or designee) discloses information about a former or current employee to the employee's prospective employer upon the request of the prospective employer, South Tech shall be immune from civil liability for such disclosure or its consequences unless it is shown by clear and convincing evidence that the information disclosed by South Tech was knowingly false or violated any civil right of the former or current employee.

Authority:	39.201-39.206, 1012.315,F.S.
Implementation:	S. B. 1712, 39.201), F.S., 6B-1.001, 6B-1006
History:	New: 12/11/08; Revised : 3/11/10 ; 4/14/11 ; 12/14/17
Reference:	Palm Beach School District Policy 5.30

EQUAL OPPORTUNITY AND NONDISCRIMINATION POLICY

1. It is the policy of the South Tech Charter Academy, Inc. Governing Board, hereafter referred to as the Board, to prohibit discrimination on the basis of religion, race, ethnicity, national origin, color, sex, sexual orientation, gender identity or expression, marital status, age, parental status, or disability and any other category protected by applicable law in all employment practices. Employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, evaluation, promotion, demotion, discipline or dismissal of employees. Furthermore, SouthTech Schools' committees are advisory to the Board and shall represent SouthTech Schools' stakeholders and the diversity of the student population being served.

2. The Nondiscrimination statement: **"**South Tech Charter Academy, Inc. prohibits discrimination against students, employees, and applicants on the basis of religion, race, ethnicity, national origin, color, sex, marital status, age, parental status, or disability in all employment practices, programs, services or activities. For questions contact 561-369-7003" will appear on all employment correspondence and forms.

3. The Board is committed to the principle of fostering diversity in order to enrich the educational experiences of all students through exposure to adults of both sexes, from many racial, ethnic backgrounds and national origins, thereby providing educational settings that promote an understanding of diversity and contribute to the quality exchange of ideas inherent in the educational setting.

4. To assist the Board in monitoring implementation of this policy, the Academy Superintendent or Management Company Representative/designee shall maintain records and shall submit to the Board an annual report. The report shall include:
   a. The composition of the entire workforce, in accordance with U.S. Equal Employment Opportunity Commission ("EEOC") Guidelines found in 29 Code of Federal Regulations ("CFR") 1607.
   b. The composition of the entire workforce, broken down by job category, in accordance with EEOC Guidelines.
   c. The composition of the group of employees, who were promoted, in accordance with EEOC Guidelines.

5. Maintenance of Records. States are required to report aggregated data to the U.S. Department of Education based on the following categories: Hispanic/Latino of any race; American Indian or Alaskan native, Asian, Black or African-American, Native Hawaiian or other Pacific Islanders, White, and two or more races. The Superintendent of Management Company Representative shall maintain records consistent with the requirements of the U.S. Department of Education.

6. Upon receipt of the above data, the Board may authorize an outside consultant to conduct a disparity study to determine if there is any statistically significant under- representation in specific job categories on the basis of race, ethnicity, national origin or sex and that may suggest that employment practices adversely affect the current employment opportunities of these individuals and, further, to identify any job opportunity barriers that may exist. Based on this study, the Superintendent or Management Company Representative shall develop any strategies necessary for improving school performance.

7. Grievance Procedure for Filing Complaints of Discrimination as Defined in Section 1:
   a. The Superintendent or Management Company Representative, Secondary School Principal, assistant principals, and all other administrators/managers/department heads are responsible for assuring that no employee is subjected to conduct that constitutes discrimination as defined in Section 1 herein.
   b. Any employee, who believes that he/she has been the subject of discrimination as defined in Section 1 herein by anyone under the Board's oversight or by anyone who does business with the School, is encouraged to bring the matter to the attention of his/her supervisor or to the Superintendent or Management Company Representative's designee for equal employment opportunity pursuant to procedures outlined in Policy 3.31.

c. Any employee who is aware of behavior toward another employee which they feel may constitute discrimination as defined in Section 1 herein shall also report the matter to their

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supervisor or the Superintendent or Management Company Representative's designee for equal employment opportunity, at Academy Superintendent or Management Company Representative, South Tech Charter Academy, Inc., 1300 SW 30th Avenue, Boynton Beach, FL 33426.

d. If warranted, a prompt and thorough investigation of the alleged discrimination will be conducted and appropriate corrective action will be taken. Complaints of discrimination will be treated as confidential throughout the investigation. Once the investigation is completed, confidentiality shall be defined concurrent with applicable state and federal laws.
e. Any individual found to have engaged in discrimination as defined in Section 1 herein will be disciplined up to and including termination.
f. Retribution against anyone for reporting a claim of harassment, or for cooperating in the investigation thereof, will result in appropriate discipline up to and including termination. Incidents of retribution shall be reported in the manner stated above.

Authority: §§ 230.22(2); 230.23(17), (22); 230.23005, Fla. Stat.

Implemented: 29 U.S.C. § 621, et. seq.; 42 U.S.C. § 12101 et. seq.; Title VII, 42 U.S.C. § 2000e et. seq.; § 230.23(5); § 760.02, et. seq., Fla. Stat

History: New: 7/01/2004; Revised: 7/07/2005; 7/10/2008; 11/06/2008; 3/11/2010; 12/14/17 4/14/2011; 8/13/2020

Reference: Palm Beach School District Policy 3.05

POLICY CONCERNING PERSONS WITH A DISABILITY AND PROCEDURES FOR ACCOMMODATION

It is the policy of the South Tech Charter Academy, Inc. Governing Board, hereafter referred to as the Board, that it shall not discriminate against a qualified individual with a disability because of the disability of such individual, in regard to job application procedures, hiring, advancement, discharge, compensation, job training, or other terms, conditions, or privileges of employment, in accordance with the Americans with Disabilities Act of 1990 (ADA). The Board shall provide reasonable accommodation to a qualified individual, when necessary, to enable the individual to perform the essential functions of the position unless such reasonable accommodation would pose an undue hardship on the operation of the School's business.

DEFINITIONS

1. Qualified individual with a disability: An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.
2. Disability is defined as one or more of the following: A physical or mental impairment that substantially limits one or more of the major life activities of an individual; a record of such an impairment; or being regarded as having such an impairment.
3. Physical or mental impairment: Any physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems neurological, musculoskeletal special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin, and endocrine, or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

    a. Existing impairments are to be determined without regard to mitigating measures such as medicines or prosthetics (e.g., epileptic using seizure control medicines, or deaf using hearing aid).
    b. Physical characteristics (i.e., height, weight, muscle tone or other characteristics) that are within a normal range and are not the result of a physiological disorder are not impairments. Personality traits such as poor judgment or a quick temper are not impairments, if not symptomatic of a mental or psychological disorder. Pregnancy is not impairment under this policy.

4. Substantially limits: Causes inability to perform a major life activity that the average person in the general population can perform; or significantly restricts the condition, manner or duration under which an individual can perform a particular major life activity as compared to the condition, manner, or duration under which the average person in the general population can perform that same major life activity. Factors to be considered include:

    a. The nature and severity of the impairment;
    b. The duration or expected duration of the impairment; and
    c. The permanent or long term impact, or the expected permanent or long term impact of or resulting from the impairment.

5. Major life activities: Functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, sitting, standing, lifting, reaching or reading.
6. Essential functions: Capabilities required to perform the fundamental job duties for the employment position the individual with a disability holds or desires. A function may be essential if:

    a. The reason the position exists is to perform that function;
    b. There is a limited number of employees available among whom the performance of that job function can be distributed; and/or

c. The function is highly specialized so that the incumbent in the position is hired for his or her expertise or ability to perform the particular function;
d. Supervisor's assessment of what elements are crucial to the adequate discharge of the job;
e. Pre-employment written job descriptions;
f. The amount of time on the job spent performing the function;
g. The consequences to the department of not having the employee perform the function;
h. The terms of a collective bargaining agreement;
i. The work experience of past holders of the position;
j. The work experience of incumbent employees in a similar position.

7. Direct threat: A significant risk of substantial harm to the health or safety of the individual or others that cannot be eliminated or reduced by reasonable accommodation.
8. Reasonable accommodation: Modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of the position; or modifications or adjustments that enable an employee with a disability to enjoy equal benefits and privileges of employment as are enjoyed by other similarly situated employees without disabilities. Reasonable accommodation may include:

   a. Making existing facilities used by employees readily accessible to and usable by individuals with disabilities;
   b. Job restructuring;
   c. Part-time or modified work schedules;
   d. Effect on expenses;
   e. Effect on resources;
   f. Impact on the operation of the facility (beyond resource and expense);
   g. Overall financial resources of the School;
   h. Number of employees potentially benefiting from an accommodation and the availability of sufficient funding to defray an accommodation's cost.

ACCOMMODATION PROCEDURE: A person with a disability who is in need of an accommodation may contact, by telephone or in person, the Academy Superintendent or Management Company Representative or designee and/or complete the attached REQUEST for ACCOMMODATION and submit it to the Academy Superintendent or Management Company Representative, at the following address:

Academy Superintendent or Management Company Representative

South Tech Charter Academy, Inc.
1300 SW 30th Avenue
Boynton Beach, FL 33426

Once a request has been received, the Superintendent or Management Company Representative shall schedule a meeting with the employee requesting accommodations to discuss how such accommodations will assist the employee in performing the essential functions of his/her job. If necessary to verify the medical need for an accommodation and/or possible effectiveness of request accommodations, a letter shall be sent to the employee's health care provider, with a signed AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION. After the meeting and receipt of all relevant documentation, a determination shall be made by the Superintendent or Management Company Representative/designee as to whether the individual is a qualified individual with a disability for which reasonable accommodation shall be provided. The Board reserves the right to require that the requesting individual be examined by a physician designated by the Board, at the Board's expense, to verify the health care provider's report.

If the individual is dissatisfied with the determination, the individual may file an appeal in accordance with the applicable grievance procedure.

Any supervisor who becomes aware of an employee's possible need for accommodation is encouraged to consult with the Superintendent or Management Company Representative. No accommodation for a disability, as defined in this policy in accordance with the Americans with Disabilities Act (ADA), shall be provided without the approval of the Superintendent or Management Company Representative.

Questions regarding this policy should be directed to the principal at 369-7011.

Authority: Sections 230.23; 230.33, Florida Statutes

Reference: 42 USC § 12101, et seq; 29 USC § 1630, et seq

History; New: 7/01/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

Reference: Palm Beach School District Policy 3.06

NOTE: POLICY AND DIRECTIVES ARE ALL-INCLUSIVE IN THIS POLICY

AUTHORIZATION FOR RELEASE OF MEDICAL RECORDS

I, _____ hereby authorize all of my health care providers to release a full and complete file of my medical records to the School District and/or South Tech Charter Academy, Inc. of Palm Beach County, Florida.

_____ _____

Signature Date

AUTHORIZATION FOR RELEASE OF MEDICAL RECORDS

I, _____ hereby authorize all of my health care providers to release a full and complete file of my medical records to the School District and/or South Tech Charter Academy, Inc. of Palm Beach County, Florida.

_____ _____

Signature Date

REQUEST FOR ACCOMODATION

Name: _____

Phone Number (Home) _____ (Work) _____

Home Address: _____

_____

Social Security Number: _____

Work Location: _____

Description of the disability (please refer to Policy definition):

Date that disability occurred:

Description of specific on-the-job duties or other job-related activities the disability prevents you from performing:

Description of all accommodations which you feel would allow you to perform the essential functions of your job:

Listing of all relevant health care providers, including names, office addresses, and telephone numbers:

Policy **3.08 District Personnel Files**

1. **Purpose**. It is necessary for the orderly operation of the School District to prepare and maintain personnel information for the retention of appropriate files bearing upon employees of the District. This policy is to ensure that employee information maintained in personnel files is accurate, relevant, and safe from improper disclosure and complies with applicable laws.
2. **Policy Statement**. The School Board recognizes its responsibility to maintain accurate personnel records and files and to protect the confidentiality and privacy of any personnel records determined to be exempt and confidential by Florida laws or other laws. Thus, an official personnel file will be maintained by the Superintendent or designee for each person employed by the District. For the purposes of this policy, the term "personnel file" shall mean all records, information, data, or materials maintained by the District, in any form or retrieval system whatsoever, with respect to an employee, which is uniquely applicable to that employee whether maintained in one or more locations.
    a. Personnel files shall include the following information where appropriate:
        i. Only materials pertaining to the employee's work performance, discipline, suspension or dismissal will be placed in the employee's personnel file. In accordance with Fla. Stat. §1012.31, such materials shall be reduced to writing in the time period required by law, executed by a person competent to know the facts or make a judgment; and provided by copy to the employee in the manner as required by law. The employee has the right to answer in writing any such materials and shall be afforded due process rights as outlined in Fla. Stat. §1012.31.
        ii. Personnel files shall not contain anonymous letters or anonymous materials. Derogatory materials relating to an employee's conduct, service, character or personality shall not be placed in the employee's personnel file except for materials specifically referenced in the above paragraph.
        iii. No documents or other materials may be removed from an employee's personnel file unless by court order, or due to inadvertent misfiling.
3. **Access to Personnel Files.**
    a. *Public Access.* The personnel file of each School Board employee, regardless of location in the school system, is open to inspection and available for review to any person requesting to do so, except for personnel records which are currently provided by law to be confidential and excluded from public inspection as follows:
        i. Any complaint and any material relating to the investigation of a complaint against an employee until the conclusion of the preliminary investigation, or until such time as the preliminary investigation ceases to be active as defined in Florida Statutes.
        ii. Employee evaluations prepared pursuant to Florida Statutes, State Board of Education rules, or School Board policies shall be confidential until the end of the school year immediately following the school year during which each evaluation is made.
        iii. Employee evaluations prepared prior to July 1, 1983.
        iv. Payroll deduction records of employees.
        v. Employee medical records, including medical claims, psychiatric and psychological records; provided however, at any hearing relative to an employee's competency or performance, the hearing officer or panel shall have access to such records.

vi. Materials derogatory to the employee until ten (10) days after the employee has been notified, by certified mail or hand delivery, pursuant to Fla. Stat. §1012.31, as now or hereafter amended.
vii. Any information in a report of injury or illness filed pursuant to Florida Statutes that would identify an ill or injured employee.
viii. Any other information which is exempt from disclosure pursuant to State or Federal law.

b. *Employee Access.* An employee, or any person designated in writing by the employee, may review the employee's personnel file during the regular business hours of the District.

c. *Official Access*. The following persons shall have access to the complete personnel file of each employee at all times.
i. School Board members, the Superintendent or designee, and school principals or designees in the exercise of their respective duties.
ii. Law enforcement personnel in the conduct of a lawful criminal investigation.
iii. School Board Attorney and other attorneys for the School Board, as designated representatives on matters of District business.
iv. The Internal Auditor, when such inspection is pertinent to carrying out his or her respective duties, or as otherwise specifically authorized by the Audit Committee or the School Board.

4. *Maintenance of Access Records*. A record shall be maintained in the employee's file each time it is reviewed. This record shall include the name of the person reviewing the file, date of the review and identification of any document(s) reproduced from the file.

STATUTORY AUTHORITY:	Fla. Stat. §§ 1001.22, 1001.41, 1001.42, 1012.23
LAWS IMPLEMENTED:	Fla. Stat. §§ 112.08(7), 441.85(10), 1001.43, 1012.31; 34 CFR 99 (FERPA), 45 CFR 164 (HIPAA)
HISTORY:	3/3/2010; 12/14/17

RULES OF THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
Title 6Gx50
Chapter 3. Personnel
Section 3.09

Policy **3.09 Social Security Numbers**

1. **Purpose.** -- A social security number is considered confidential and exempt from public inspection in accordance with Florida Statutes. The primary purpose of this policy is to ensure that the necessary procedures and awareness exist to ensure that School District employees comply with both the letter and spirit of the Florida Public Records Act, and the Privacy Act of 1974.
2. **Policy.** -- The School District collects and maintains social security numbers of its employees, students, vendors and others in the ordinary course of its business and as required by law. The School District will handle social security numbers with a high degree of security and confidentiality. In an effort to protect the privacy rights of individuals who provide social security numbers to the School District and to manage its records and records systems responsibly, District employees will:
    a. Ensure the confidentiality of social security numbers in conformance with Florida law;
    b. Not unlawfully disclose, transfer or use an individual's social security number;
    c. Strictly limit access to records and records systems containing social security numbers to those who have a business related reason to know this information; and
    d. When disposing of records with social security numbers, dispose of such records in a responsible manner that minimizes risk that the social security numbers can be accessed inappropriately.
3. **Collection from Applicants or Employees.**
    a. Social security numbers shall be collected only when allowed by law or when necessary for the performance of the school system's duties.
    b. The School District shall collect the social security number of each applicant and employee for the following purposes:
        i. Verification of citizenship or immigration status, as required by the U. S. Department of Homeland Security or other governmental agencies.
        ii. Employee benefit processing, including membership in the Florida Retirement System, health insurance, insurance, or other benefits offered to employees by the School Board.
        iii. Compliance with the reporting requirements for the Internal Revenue Service, U. S. Social Security Administration, Unemployment Compensation, Florida Agency for Workforce Innovation, Florida Department of Education and such other official reporting responsibilities imposed by law.
        iv. Processing pre-employment and post-employment criminal background checks required by law.
        v. For such purposes as may be directed by the employee, such as direct deposit of wages or salary, payroll deductions, etc.
    c. Social security numbers or federal employer identification numbers shall be collected from all vendors to facilitate vendor record keeping by the School District and to permit compliance with income reporting requirements of the Internal Revenue Service, including but not necessarily limited to issuance of U.S. Internal Revenue Form 1099.
4. **Collection from Students.** -- Student social security numbers are confidential and will only be released in accordance with the consent requirement set forth in § 1002.22(3)(d), Florida Statutes, or as otherwise provided by that section. Social security numbers may be collected from students under the following circumstances:
    a. As required by § 1008.386, Florida Statutes; or

b. As otherwise consented to by the student or the student's parent or legal guardian.

5. **Collection from Volunteers.** -- Social security numbers shall be collected from individuals desiring to serve as volunteers or volunteers in the School District's Volunteers in Public Schools Programs, for the criminal background screening as provided in School Board Policy **2.53**, and for persons serving as chaperones on field trips as provided in School Board Policy **2.40**.
6. **Regulations and Procedures.**
    a. Social security numbers will not be:
        i. Publicly displayed;
        ii. Used as the primary account number or identifier for an individual, except where existing District records or records systems require such use. Existing records or records systems, when retired, will be replaced with records or records systems that do not require or use social security number as the primary account number or identifier; or
        iii. Used, transmitted or stored on records or records systems that are not encrypted or secure. This provision shall be implemented throughout the School District by the Department of Information Technology.
    b. It is the School District's intention to comply with this policy, and with all applicable laws regarding the privacy of social security numbers. Corrective action will be taken in the event of intentional violations of this policy. Such action may include the modification of a process, practice, record or record system to better protect the confidentiality of social security numbers, or, if appropriate, disciplinary action in accordance with the applicable disciplinary policy. Loss or theft of social security numbers from District records or records systems will be promptly reported to the Superintendent or designee for responsive action.
7. **Notification.**
    a. Applicants for employment and employees shall be notified of the requirement for providing their social security number prior to the time of the completion and submission of the application for employment, the submission of their recommendation(s) for employment to the School District and the purposes for which an applicant/employee's number will be used.
    b. Applicants for the Volunteers in Public Schools Program and chaperones for field trips shall be notified that their social security numbers will be used for background checking purposes as provided in the relevant school board policies.
    c. Students and their parents shall be notified if they will be asked to provide their social security numbers at the time of enrollment; however, students and their parents shall also be notified that a student is not required to provide a social security number as a condition of enrollment or graduation. Further, that student social security numbers will be used for the purposes above stated.
8. **Review.** -- The Superintendent or designee shall review the collection of social security numbers to ensure that the reasons for collection and the process for collection and maintenance are consistent with Florida laws.
9. **Release of Social Security Numbers.**
    a. Social security numbers may be disclosed to another agency or governmental entity if disclosure is necessary for the receiving agency or entity to perform its duties and responsibilities. The receiving agency shall be responsible for the securing and protection of the provided information.
    b. Non-student social security numbers may be released to a "commercial entity" engaged in the performance of a "commercial activity" as permitted by § 119.071(5) (a), Florida Statutes. The commercial entity must make a written request for the social security numbers which must be: verified; legally signed by an authorized officer, agent or employee; contain the commercial entity's name, business mailing and location address, and business telephone number; and contain a statement of the specific purposes for which it needs the social security

numbers and how the numbers will be used in the performance of a commercial activity.

i. The School District shall annually report to the Executive Office of the Governor, the President of the Senate and the Speaker of the House by January 31st of each year the identity of all commercial entities that have requested social security numbers during the preceding calendar year and the specific purpose stated by the commercial entity for each request. If no requests have been received during the preceding calendar year, the District shall report that information.

STATUTORY AUTHORITY:	Fla. Stat. §§ 1001.41; 1001.42; 1012.23
LAWS IMPLEMENTED:	Fla. Stat. §§ 119.071; 1001.43; 1012.23; 1008.386; 5 USCA § 552(a)
HISTORY:	6/3/2009

South Tech Charter Academy, Inc. Board Policy **3.10**

CONDITIONS OF EMPLOYMENT

All applicants who are recommended for employment shall be required to comply with all procedures adopted by the South Tech Charter Academy, Inc. Board, hereafter referred to as the Board, in order to be eligible for employment South Tech Charter Academy, Inc. Such procedures shall include, but shall not be limited to:

1. Completion of forms required by federal and state agencies and the Board;
2. Completion of forms related to the employee benefits package; and
3. Pre-employment physical examination:
    a. The pre-employment medical examinations required in 3.10 shall be administered for the following purposes:
        (1.) To determine whether an applicant meets the physical requirements of the position for which the applicant has applied. If the results of the examination indicate that the applicant is not able to safely or fully perform the duties of the position and reasonable accommodations cannot be made, then the applicant shall be so advised. An applicant may reapply for a similar position, subject to another pre-employment medical examination, when the applicant's condition improves to the extent that the applicant meets the physical requirements of the position or reasonable accommodations can be made. An applicant who is determined medically unsuitable to perform a particular position is not prohibited from applying for other positions for which the applicant may be qualified if the applicant meets the safety and performance requirements of the other positions.
        (2.) To determine whether an applicant is a user of illegal drugs that may affect performance.
        (3.) For the purposes of this Policy, drugs shall mean "Controlled Substance" as defined in accordance with Chapter 893, Florida Statutes.
        (4.) Initial positive drug results will require a confirmation test. If the confirmation test supports the initial positive findings, these findings will be reviewed with the applicant. The applicant will not be eligible for employment.
        (5.) Applicants for employment who refuse a pre-employment medical examination or who test positive for drugs shall not be medically released for employment in any position.
        (6). Pre-employment medical examination results are confidential and are not to be disclosed except to the extent required by law.
    b. School District of Palm Beach County employees on leave to work for the Board and that elect to remain on the District insurance plan shall not be required to comply with a pre-employment physical examination.
    c. Potential Board employees not on leave from the School District of Palm Beach County, including former employees of the District who have had a break in service and are no longer eligible for health insurance coverage with the District, must complete a pre-employment examination and receive medical clearance from professionals selected by the Board. The medical examination may consist of a physical examination and/or testing for potentially impairing, disabling, communicable and terminal diseases or conditions including, but not limited to, tuberculosis and other pulmonary diseases, carcinoma, acquired immune deficiency syndrome, diabetes, hypertension, anemia, cardiovascular diseases, muscular skeletal diseases or disorders, hearing and visual impairments, mental or nervous disorders, alcoholism and drug abuse.

Disabled applicants shall be considered for employment if they are qualified and meet the safety and performance requirements of the position.

Authority: 120.53, 230.22(1), 231.001, F.S.

Implemented: 230.23(5), F.S.

History: New: 7/01/2004; Revised: 7/07/2005; **Revised: 6/09/2011; 12/14/17**

Reference: Palm Beach School District Policy 3.10, **STA Repealed Policy 3.11 (Included)**

CONDITIONS OF EMPLOYMENT

New Hire Check List:

___ Employment Application

___ W-4 Employee Withholding Allowance Certification

___ Employment Eligibility Verification Form

___ Copy of Drivers License or documents that establish identity

___ Copy of acceptable document that established Employment Eligibility

___ Payroll Direct Deposit Authorization

___ Self-Reporting of New Arrests and Convictions Affidavit

___ Employment Acknowledgement Agreement for a Drug Free Workplace

___ Medical Questionnaire

___ Life Insurance Application

___ Health Insurance Application

___ Dental Insurance Application

___ 403b Approved Vendor List

___ Long & Short Disability Application

___ Aflac Application

___ Charter School Authorization Form

___ Application for Backround Check

___ Application for Security Check

___ Drug Screening Form

_____ _____

Employee Signature Date

South Tech Charter Academy Board Policy

3.11 MEDICAL EXAMINATIONS DURING EMPLOYMENT

1. Medical exams for employees to continue employment with South Tech Academy shall be required under the following circumstances:
    a. To the extent required by Federal or State law or other Governing Board policies, or
    b. If required by the employee's employment contract with the South Tech Academy; or
    c. As warranted at the request of the District or the Third Party Administrator and/or the School's insurance carrier in connection with an on-the-job injury; or
    d. At the School's request for a fitness for duty determination; or
    e. If the employee, in the routine performance of his/her job duties, as determined by the School, is potentially exposed to chemical hazards, asbestos or other physical hazards. The medical exams within this sub-paragraph (e) shall be completed within 90 days of employment and annually, thereafter.
2. The School may require that an employee undergo a drug test under the conditions set forth in School Board Policies 3.96.

STATUTORY AUTHORITY: Fla. Stat. §§ 1001.32(2); 1001.41 (1) & (2); 1001.42 (5) & (25); 1001.43 (11); 1012.23(1)

LAWS IMPLEMENTED: Fla. Stat. §§ 1001.42(5); 1012.23(1); 1012.32

HISTORY: New 6/09/2011; 12/14/17

South Tech Charter Academy, Inc. Board Policy **3.12**

CRIMINAL BACKGROUND CHECKS

Definitions: For the purposes of this policy:

a. "Prospective Employee" means an applicant who has received an offer of employment.
b. "Conviction" means a determination of guilt that is the result of a plea or a trial regardless of whether adjudication is withheld.

1. Any provision of the law notwithstanding, all personnel hired by the South Tech Charter Academy, Inc. Governing Board shall submit to fingerprinting and a criminal background check. A prospective employee who is recommended for hiring shall, as a condition of employment, file a complete set of fingerprints. A designated employee of the School Police Department, School District of Palm Beach County, shall take fingerprints. The prints will be processed pursuant to the requirements of § 231.02(2)(a), Florida Statutes, including a criminal background check to determine if the individual has recorded arrests The expense for the fingerprinting and background check shall be due and payable to the School District prior to provision of services and shall be borne by the applicant.
2. A prospective or current employee may be disqualified for, or terminated from, employment for failure to provide accurate information on the application regarding a prior arrest for which a penalty or conviction was received, regardless of adjudication, or if probation was required, or if records were sealed or expunged.
3. A prospective or current employee may be disqualified or may be terminated from continued employment if the individual has been convicted of a crime classified as a felony or first degree misdemeanor directly related to the position of employment sought, has been convicted of a crime involving moral turpitude, or has been convicted of the offenses enumerated in Chapter 435, Florida Statutes.
4. Employees newly hired or rehired shall be on a probationary status pending fingerprint processing and determination of compliance with standards for good moral character
5. The School District shall establish procedures and set fees for the processing and review of prospective and current employees' prior criminal history compliant with Florida Statutes.
6. The South Tech Charter Academy, Inc. Governing Board shall publish policy governing the appeal process for employees terminated for a criminal conviction discovered in a criminal background check required by §231.02, Florida Statutes.
7. All prospective employees shall as a component of the application process submit an affidavit disclosing any prior arrests to the School Personnel Officer. All employees shall annually submit an affidavit of arrest disclosure prior to renewal of their contract. Failure to comply with this section may result in suspension or termination.

Authority: §§ 112.011, 230.22(1), 231.001, 231.02, F.S.

Implemented: §§ 231.02, 230.23(5), F.S.

History: New: 7/01/2004; Revised: 7/07/2005; 12/14/17

Reference: Palm Beach School District Policy 3.12

BACKGROUND SCREENING FOR CERTAIN NONINSTRUCTIONAL EMPLOYEES AND CONTRACTORS

Requirements

Effective September 1, 2005, a new law involving District and Academy vendors, and contracted volunteers went into effect. The new law, known as the Jessica Lunsford Act is contained in F.S. 1012.465 and requires all contracted individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District or Academy, or who will have control of school funds to be fingerprinted and background checked.

All consultants and vendors who meet any of the above criteria shall be fingerprinted by the Palm Beach School District's Police Department providing level 2 FDLE and FBI screening-fingerprinting. The School District's Police Department shall be the sole determiner of clearance. Once cleared, an individual will receive a School District picture badge, identifying they have been cleared through the screening process with an expiration date by which they have to get this screening renewed.

All visitors are directed to sign in at the front office computer. All vendors who meet the above criteria must have a valid School District badge to enter school. Volunteers must be cleared in one of the ways described below:

1. The first category is school-based volunteers who will be required to complete an application on-line at their school and will be screened through the software system. All volunteers who are cleared will be listed on the District-wide database so this process will only be required once per year.

2. The second category is contracted volunteers, which includes such organizations as Junior Achievement, Foster Grandparents, Take Stock in Children, etc. These contracted volunteers will be required to be fingerprinted and background checked as described above for consultants and vendors who meet the criteria.

In addition, all new hires must be fingerprinted and background checked to include, but not limited to the following:

- Administrators
- Substitute teachers
- Temporary employees
- Charter school employees

Florida Statute 1012.465

1. *Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in F.S. 1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with the school district*.

2. *Every 5 years following employment or entry into a contract in a capacity described in subsection (1), each person who is so employed or under contract with the school district must meet level 2 screening requirements as described in F.S. 1012.32, at which time the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the school district are not retained by the Department of Law Enforcement under F.S. 1012.32(3)(a) and (b), the person must file a complete set of fingerprints with the district school superintendent of the employing or contracting school district.*

Upon submission of fingerprints for this purpose, the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under F.S. 1012.32(3)(a) and (b). The cost of the state and federal criminal history check required by level 2 screening may be borne by the district school board, the contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or under contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract in that capacity.

3. *If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals*.

Process:
South Tech Charter Academy, Inc. will follow the process and procedures established by the Sponsor, unless an alternate process is negotiated.

Authority: F.S. 1012.465, 1012.32

Implemented: F.S. 1012.465, 1012.32

History: New: 09/22/2005; 12/14/17

South Tech Charter Academy, Inc. Board Policy **3.13**

SELF-REPORTING OF ARRESTS AND CONVICTIONS BY EMPLOYEES

1. Definitions:

    a. Criminal Traffic Violations include, but are not limited to:
        i. Leaving the scene of an accident;
        ii. False information regarding an accident;
        iii. Operating a motor vehicle without a license or while license is suspended;
        iv. Driving while under the influence or with an unlawful blood alcohol level;
        v. Failure to sign or accept a summons;
        vi. Fleeing and eluding police officers or reckless driving.
    b. Minor Traffic Violations are defined as a non-criminal violation that may require community service hours, under § 316.027(4), Fla. Stat., but is not punishable by incarceration, and for which there is no right to trial by jury or right to court-appointed counsel.

2. All South Tech Charter Academy, Inc. Board (STA) employees will self-report in writing with the appropriate documentation any arrests and/or criminal charges, including criminal traffic violations, to the Academy Superintendent or Management Company Representative/designee within forty-eight (48) hours of said arrest and/or criminal charges. In addition, all Academy employees shall self-report in writing any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering a plea of guilty, guilty in your best interest, or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment has been entered.
3. Only employees who drive STA.-owned, operated or controlled vehicles, or are required to hold a valid driver's license or a commercial driver's license ("CDL") as a condition of employment, are required to report minor traffic violations as per Section 2 above when they occur with any vehicle.
4. When handling sealed and expunged court records disclosed pursuant to State Board of Education Rule 6B-1.006(5), the School and district shall comply with the confidentiality provisions of § 943.0585(4)(c) and § 943.059(4)(c), F.S., pertaining to sealed and expunged court records.
5. Failure to self-report may result in discipline, up to and including termination from employment.
6. The supervisor shall forward a copy of the documentation from the employee regarding violations to the chief personnel officer/designee within twenty-four (24) hours of receipt of the information.

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Authority: §§ 230.23(17); 230.23005, Fla. Stat

Implemented: §§ 230.03(2); 230.335(1)(a); 231.001; 231.02; 231.28(1); 435.03-07; Fla. Stat

New: 7/01/2005; Revised: 7/07/2005; 3/11/10; 12/14/17

Reference: Palm Beach School District Policy 3.13

South Tech Charter Academy, Inc. Board Policy **3.15**

APPOINTMENT AND REAPPOINTMENT OF PERSONNEL

1. Vacancies: The Academy Superintendent or Management Company Representative shall submit to the Board a nomination to fill any vacancy within a reasonable time after such vacancy occurs.

2. Appointment: The Board may reject for good cause any employee nominated. If the third nomination by the Superintendent or Management Company Representative is rejected for good cause, or if the Superintendent or Management Company Representative fails to submit a nomination for initial employment within a reasonable time as prescribed by the Board, the Board may proceed on its own motion to fill such position.

3. Reappointment: All employees of the South Tech Charter Academy, Inc. (STA.) shall be appointed on an annual basis to annual employment contracts. The Superintendent or Management Company Representative shall annually identify current employees deemed to have performed job duties in a satisfactory manner and considered suitable for continued employment. The Superintendent or Management Company Representative shall notify those employees no later than five days prior to April first that they will be nominated to the Board for reappointment for the next school year pending satisfactory student performance on school grade-related indicators in compliance with FS 1012.22. The Superintendent or Management Company Representative shall submit nominations for reappointment to the Board as an agenda item not later than 3 weeks following the receipt of FCAT scores and data, including school grades, or June 30, whichever is later, on the Superintendent's nominations of supervisors, principals, and members of the instructional staff. Employees non-reappointed shall be notified on or before the agenda submission date.
4. Exception: The exception shall be the Superintendent or Management Company Representative, who shall be annually evaluated by the Board. Upon satisfactory evaluation, the duration of the Superintendent or Management Company Representative's contract will be determined at the discretion of the Board. In the case of unsatisfactory evaluation, the Board shall determine whether to reappoint the Superintendent or Management Company Representative with a corrective, remedial plan, or to terminate and seek other qualified candidates

Authority: §§ 1001.41(2); 1001.43(11); 1012.23(1) Fla. Stat.; 1012.22 (4)(b) Fla Stat.

Implemented: §§ 1001.41(1), (3); 1001.42(5); 1001.51(7); 1012.22(1)(a),(b), Fla. Stat.

History: New: 7/01/2004; Revised: 3/21/2005; 7/07/2005; 3/11/10; 4/12/12; 12/14/17

South Tech Charter Academy, Inc. Board Policy **3.16**

OUT-OF-FIELD TEACHING ASSIGNMENTS

1. The South Tech Academy, Inc. Board will strive to hire highly qualified and certified classroom teachers to support student learning. Compliant with Florida Statutes, the Board may allow teachers to teach outside their areas of certification (out-of-field) when no certified in-field teacher is available. The School District of Palm Beach County is required by F.S. 1002.33 (20) (A) to provide the processing of teacher certificate data services to charter schools. South Tech Academy, Inc. Board will properly report all teachers assigned out-of-field to the District in compliance with District Policy. The Board will also comply with Florida Statutes pertaining to the oversight and monitoring of coursework and testing required of out-of-field teachers to ensure that timelines established by State Board of Education Rules are met. Eligibility to remain in a teaching assignment for the next school year will be determined in accordance with State Board of Education Rules.

Authority:	§§ 1001.41(2); 1001.42(22); 1001.43(11); and 1003.62(2), Fla. Stat.
Implemented:	§§ 1001.41(1), (3); 1001.42(5); 1003.62(2); and 1002.33 (20) (a), Fla. Stat., and exemption from the timeline under State Board of Education Rule 6A-1.0503(3).
History:	New: 7/01/2004; Revised: 7/07/2005; 12/14/17
Reference:	Palm Beach School District Policy 3.16

POLICY PROHIBITING HARASSMENT

All employees and applicants for employment of the South Tech Charter Academy, Inc. Board have the right to work in an environment free from discrimination and conduct which can be considered harassing or coercive. Therefore, harassment based on race, color, religion, sex, national origin, age, disability or any other characteristic protected by federal and state law, will not be sanctioned or tolerated. All employees and applicants for employment should be aware of the following:

1. SEXUAL HARASSMENT
    a. Sexual harassment is strictly prohibited. Sexual harassment is defined as: "unwelcome" sexual advances, requests for sexual favors, and/or other verbal, written or physical conduct of a sexual nature when:
        i. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
        ii. When submission to or rejection of such conduct is used as the basis of employment decisions affecting such individual; or
        iii. Such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment
    b. Examples of sexual harassment may include, but are not limited to, the following:
        i. Gestures, letters, notes, invitations, comments, slurs, jokes or epithets that are suggestive, derogatory or obscene;
        ii. Unwanted physical contact of a sexual nature, sexual molestation or assault, leering with sexual overtones, or impeding or blocking movement;
        iii. Display of sexually suggestive objects, posters or cartoons;
        iv. Continuing to express sexual interest after being informed that the interest is unwelcome;
        v. Offering favors such as employment benefits, promotions, favorable duties or shifts, recommendations, reclassification, etc., in exchange for sexual favors;
        vi. Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee;
        vii. Coercive sexual behavior used to imply or withhold support for an appointment, promotion, or change of assignment;
        viii. Coercive sexual behavior used to suggest that a poor performance report will be given or probation will be failed; or
        ix. Engaging in a course of conduct which, under § 784.048 Fla. Stat. constitutes the stalking of a staff member, student, chaperone, or parent in the workplace.
2. OTHER HARASSMENT
    a. Harassment on the basis of any other protected characteristic is also strictly prohibited. This includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law and that
        i. Has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
        ii. Has the purpose or effect of interfering with an individual's work performance; or
        iii. Otherwise, adversely affects an individual's employment
    b. Examples of such harassment include the following:
        i. Epithets, slurs or negative stereotyping;
        ii. Threatening, intimidating or hostile acts, such as stalking; or
        iii. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.
3. GRIEVANCE PROCEDURE
    a. Administrators are responsible for assuring that no employee is subjected to conduct that constitutes sexual or any other form of harassment.

b. Any employee, who believes that he or she has been the subject of sexual or any other form of harassment by anyone at the school or by any person who does business with the School, should, and is encouraged to, bring the matter to the attention of the Academy Superintendent or Management Company Representative/designee. Any employee who is aware of behavior toward another employee that may constitute sexual or any other form of harassment shall also report the matter to the Superintendent or Management Company Representative/designee.
c. A prompt and thorough investigation of the alleged incident will be conducted and appropriate corrective action will be taken, if warranted. To the extent consistent with adequate investigation and appropriate corrective action, any complaints of harassment will be treated as confidential throughout the investigation. Once the investigation is completed, the applicable laws shall determine confidentiality. A person alleging that they are a victim of sexual harassment may request that their records remain confidential as specified in Florida Statute § 119.07(3)(u)
d. Any individual found to have engaged in sexual or any other form of harassment will be disciplined as appropriate, up to and including termination. Individuals receiving action under this section may appeal such action in accordance with the appropriate grievance procedure or administrative process.
e. The School will not in any way retaliate against an employee, potential employee or former employee who, in good faith, makes a complaint or report of harassment, or participates in the investigation of such a complaint or report. Retaliation against any individual for good faith reporting of a claim of harassment or cooperating in the investigation will not be tolerated and will itself be subject to appropriate discipline. Incidents of retaliation shall be reported in the manner discussed in Section 3 (b) of this policy.
f. The Board will take all appropriate steps to enforce this policy.
g. All employees must file the grievance pursuant to the procedure in Section 3 of this policy. The exception is the Academy Superintendent or Management Company Representative, who must file the grievance/complaint with the Board Chair.

Authority: §§ 230.22(2); 230.23(17), (22); 230.23005, Fla. Stat.

Implemented: 42 U.S.C. § 2000e and 20 U.S.C. § 1681

History: New: 7/01/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

Reference: Palm Beach School Board Policy 3.19

RESIGNATION AND TERMINATION FROM EMPLOYMENT

1. **Resignation -** During the employment period, if an employee seeks to resign, the employee shall complete the relevant portions of the Employee Resignation/Termination form and submit the form to the Academy Superintendent or Management Company Representative for signature. The form is available in the South Tech Personnel Office and is incorporated herein. Each such resignation shall be subject to the approval or disapproval of the South Tech Charter Academy, Inc. Board (hereafter referred to as the Board).
   a. All resignations shall be filed with the Superintendent or Management Company Representative no later than ten working days prior to the proposed effective date of the resignation. Failure to give the prescribed notice may be cause for disapproval of the resignation. The Superintendent or Management Company Representative, however, upon good cause shown, may recommend waiver of the prescribed notice dependent upon needs of the Academy.
   b. The effective date of any resignation shall be as follows: either (a) the last duty day the employee is physically on duty unless the employee is by necessity required to resign while on sick leave or authorized extended leave approved by the Board; or (b) the date noticed through personnel memorandum if the employee failed to respond to a ten (10) day report to work letter.
   c. All fulltime personnel are on annual appointment, and will be given the opportunity to file a notice of intent to continue employment for the next school year, or to terminate employment at the end of the contract period. Individuals on charter school leave from the Palm Beach County School District that desire to return to District employment shall file a notice of intent to terminate at the end of the contract period no later than April 1 of the current school year. Charter school leave employees of the District that desire to continue employment with the Board shall comply with the charter school leave renewal procedure of the District or resign from the District. Employees of the Board not on charter school leave from the District are not eligible for return to the District.
   d. Prior to Board action to accept the voluntary resignation, the Superintendent or Management Company Representative shall indicate a recommendation to the Board.
   e. **Instructional Personnel** – Should instructional personnel, as defined in Fla. Stat. § 1012.01(2), terminate employment without the expressed approval of the Board, the employee shall be subject to the disciplinary process of the Educational Practices commission. In view of the possible consequences, any employee subject to this policy should assure, before leaving a position, that the Board has accepted or will accept the resignation.

2. **Termination of Interim Employee** – Employees who are employed on an interim basis may be terminated prior to the close of the interim employment period upon three (3) days written notice prior to the actual date of termination. The Principal or Department Head shall complete the relevant portions of the Employee Resignation/Termination form, which is referenced above.

3. **Termination of temporary Employee** – Temporary employees, who have no expectation of continuous employment with South Tech Charter Academy, Inc., may be terminated at any time during employment. The Principal or Department Head shall complete the relevant portions of the Employee Resignation/Termination form, which is referenced above.

4. **Terminal Pay for Unused Sick Leave**

   a. Personnel shall receive a terminal retirement benefit for unused sick leave. Employees under Fla. Stat. § 1012.61(2)4 or § 1012.61(2)5 who retire, and the beneficiary(ies) of such personnel whose employment is terminated by death, shall receive payment for accrued sick leave days at their daily rate, at the time of such retirement or death, multiplied by the maximum applicable percentage allowable under Fla. Stat. § 1012.61(2)4, or at the maximum amount allowable under § 1012.61(2)5, as applicable
   b. For payout percentage purposes, years of service will be based on years of participation in the Florida Retirement system (FRS**).**

Authority:	Fla. Stat.§§ 1001.32(2), 1001.41(1)(2), 1001.42(5)(23), 1001.43(11)
Implemented:	Fla. Stat.§§ 1012.22(1)(2), 1012.23(1), 1012.61
History:	New: 7/01/2004; Revised: 7/07/2005, 3/06/2008, 3/11/2010; 12/14/17
Reference:	Palm Beach School District Policy 3.20

RESIGNATION AND TERMINATION FROM EMPLOYMENT

Employee Resignation/Termination Form

The purpose of this form is to document the reason for employee resignation or termination. This form can be used in addition to a resignation letter. All employees who are resigning or terminating their employment with South Tech Charter Academy, Inc. should complete the employee information, Section I, II and V. Teachers should also complete Section III. Section IV is completed by the principal or department head for employees who leave the school involuntarily as well as Section V.

NAME		EMPLOYEE ID #	
POSITION		EFFECTIVE DATE OF SEPARATION	

SECTION I - VOLUNTARY RESIGNATION

This section is completed by the employee who is voluntarily resigning from employment. This form can replace a resignation letter. Check one only.

- ☐ Lack of opportunity for advancement
- ☐ Resignation after a leave of absence
- ☐ Relocation
- ☐ Dissatisfaction with supervisor
- ☐ Return to continuing education
- ☐ Stress on job
- ☐ During probationary period
- ☐ End of temporary assignment
- ☐ Inadequate benefits
- ☐ Inadequate salary
- ☐ Disliked or unsuitable for assigned duties
- ☐ Family / personal reasons
- ☐ Resignation in lieu of involuntary termination
- ☐ Other (specify) _____

SECTION II - METHOD OF PAYMENT FOR SICK LEAVE ACCRUAL

Employee accrued, unused sick leave hours will be paid to employees per Board policy. Only eligible employees will receive payment. All employees must select one of the following:

- ☐ Receive payout of accrued sick leave hours
- ☐ Return payout to the district to be kept for future use or payout

SECTION III - TEACHERS ONLY

This section is completed by teachers regarding future employment plans. Choose one only.

Accepted another teaching position -

- ☐ at a nonpublic school within the district
- ☐ within another district in Florida
- ☐ outside the State of Florida

Accepted another position in the field of education -

- ☐ at a nonpublic school within the district
- ☐ within another district in Florida
- ☐ outside the State of Florida

Accepted a position other than teaching or in the field of education -

- ☐ at a nonpublic school within the district
- ☐ within another district in Florida
- ☐ outside the State of Florida

Other -

- ☐ have not accepted employment elsewhere
- ☐ decline to disclose future plans

SECTION IV - INVOLUNTARY TERMINATION

This section is completed by the principal or department head for employees who are involuntarily terminated from their position. The principal/ department head chooses one reason only.

- ☐ Probationary position ended
- ☐ Interim position ended
- ☐ Non-reappointment
- ☐ Reduction in force
- ☐ Temporary position ended
- ☐ Failed to pass hiring requirements

SECTION V - REQUIRED SIGNATURES

RESIGNATION AND TERMINATION FROM EMPLOYMENT

Employee	Date	Principal/Department Head	Date

South Tech Charter Academy, Inc. Board Policy **3.21**

SAFE OPERATION OF BOARD SCHOOL BUSES

1. Employees are required to safely drive all South Tech Charter Academy, Inc. Board school buses, as defined by §§ 234.051, 316.003(45), Fla. Stat., or 49 C.F.R. Part 571.3, which are owned, leased, or rented by, or on loan to, the Board.
2. All employees who drive a Board school bus shall maintain a valid commercial driver's license, with passenger endorsement, and comply with the requirements of State Board of Education rule 6A-3.0141.
3. All employees who drive a school bus must maintain a Florida Department of Highway Safety and Motor Vehicles driving record free of any conviction for a moving violation that may result, or has resulted, in the suspension of driving privileges.
4. Any employee who knowingly operates a Board school bus with a suspended or revoked license shall be subject to disciplinary action including termination.
5 If the employee receives more than one (1) conviction for a moving violation, as defined in any section of Chapter 316, F.S., in any calendar year, the employee may be subject to disciplinary action up to and including termination.
6. An applicant for the position of school bus driver will not be hired if driver the applicant's history record contains either a plea of guilty or nolo contendre or an adjudication of guilt within the preceding seven (7) years for one or more of the following crimes:
   a. Driving under the influence of alcoholic beverages, chemical substances or controlled substances, or with unlawful blood alcohol levels;
   b. Leaving the scene of an accident where there was an injury and/or property damage exceeding ($500);
   c. Reckless driving resulting in an accident; or
   d. Fleeing or attempting to elude a police officer.
7. An employee found to have been convicted of a crime involving moral turpitude shall not be employed as a school bus driver.
8. Employees who operate a Board bus during the performance of their regular duties and who plead nolo contendre or guilty, or who are found guilty, of committing any of the crimes listed in Section F of this policy, will be subject to disciplinary action up to and including termination.
9. All school bus drivers shall be subject to the federal substance abuse testing and alcohol detection program requirements of 49 C.F.R. Parts 40, 382 and 391, and the physical standards and examinations set forth in state board of education rule 6A-3.0151.
10. School bus drivers shall always drive the bus at a safe speed and never in excess of the legally posted speed limit in business or residential districts, and never in excess of fifty- five (55) miles per hour outside of business or residential districts.
11. School bus drivers shall not carry any firearm while on school board property, including a Board vehicle.
12. A driver shall not use or be under the influence of alcohol or any other substance, including prescription or non-prescription medication, which may impair the driver's alertness or performance while on duty.
13. All employees who operate a Board school bus shall have the responsibility to study and observe all laws and state board of education rules relating to the safe operation of school buses, including rule 6-3.017(2)(e)3.a-z, F.A.C.

Authority:	§§ 230.22(2); 230.23(5)&(8); 231.001, Fla. Stat.
Implemented:	§§ 230.23(5); 230.33(7); 234.101; 231.02(2)(a); 234.02; 322.03; Fla. Stat.
SBE Rules:	6-3.017; 6A-3.0141; 6A-3.0151
Code of Federal Regulations:	49 C.F.R. Parts 40, 382, 391
History:	New: 7/01/2004; Revised: 7/07/2005; 12/14/17
Reference:	Palm Beach School District Policy 3.21

PERSONNEL INVESTIGATIONS AND PROBABLE CAUSE DETERMINATION

1. The Superintendent may authorize and conduct personnel investigations as may be necessary. Any complaint and any material relating to a personnel investigation shall be confidential until the conclusion of the investigation or until such time as the investigation ceases to be active. The Superintendent shall determine if there is probable cause to proceed further and recommend to the Board that disciplinary action be taken, based upon the findings of the investigation.
2. An investigation or determination of probable cause is a non-adversarial function to discover or procure evidence as part of the fact-finding functions of the Board and Superintendent Representative. The Superintendent need not have an administrative complaint pending to conduct a personnel investigation or make such determination that sufficient probable cause exists to recommend suspension or termination to the Board.
3. Investigations of District personnel on leave to work for the Charter school who may be guilty of ethical, moral, or criminal infractions shall be reported to the Professional Standards Department of the School Board and to the appropriate regulatory authority.

Authority: 120.53, 230.22, 231.001, FS

Implemented: 230.23(5), 230.33(7), FS

History: New: 7/01/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

Reference: Palm Beach School Board Policy 3.25

POSSESSION OF FIREARM BY A CHARTER SCHOOL EMPLOYEE/CONTRACTOR/VISITOR ON SCHOOL DISTRICT PROPERTY

South Tech Charter Academy, Inc.'s campus is located on Palm Beach County School District property. As such, the school is subject to Florida Statutes and School District policy relating to possession of a firearm on School District property. The following is a verbatim quote of School Board Policy 6Gx50-**3.26.**

1. It is the intent of this Policy to clearly state that possession of firearms will not be tolerated on School District property.
2. Definitions:
   a. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon, any destructive device; or any machine gun.
   b. "Independent Contractor" means any person or company other than a School District employee, who provides goods and/or services to the School District and enters into a contracted agreement with the School District.
   c. "Employee" means any person hired by the School District after completing the personnel procedures required by the School District.
   d. "Visitor" means any business or personal invitee including, but not limited to, parents, volunteers, family members of School District employees or friends of School District employees.
3. No person may possess or bring a firearm on School District property. Employees who possess or bring a firearm on School District property shall be terminated.
4. No person who has a firearm in their vehicle may park their vehicle on School District property. Employees who park on School District property, with a firearm in their vehicle will be subject to disciplinary action up to and including termination.
5. All Contract Agreements with Independent Contractors shall provide that if any employee of an Independent Contractor or Sub-Contractor is found to have brought a firearm on School District property, said employee will be terminated from the School District project by the Independent Contractor or the Sub-Contractor. If the Sub-Contractor fails to terminate said employee, the Sub-Contractor's Agreement with the Independent Contractor for the School District project shall be terminated. If the Independent Contractor fails to terminate said employee or fails to terminate the Agreement with the Sub-Contractor who fails to terminate said employee, the Independent Contractor's Agreement with the School District shall be terminated.
6. Except to the extent allowed by law, any visitor found to have brought a firearm on School District property shall be notified that all subsequent visits to School District property will be by appointment only, and that visits without prior appointment may result in a criminal action for trespass.
7. This Policy does not apply to any Law Enforcement Officer as defined in Section 943.10(1), (2), (3), (4), (6), (7), (8), (9), or (14), Florida State Statutes or any other employee/contractor or vendor who is required as part of his/her regular job responsibilities with the School District to carry a firearm as approved by the Superintendent or his/her Designee.

Authority: 230.03(2); 230.22(1), (2), (3), (4); 790.115(3), Florida Statutes

Implemented: 230.03(2); 230.22(1), (2), (3), (4); 790.115(3), Florida Statutes

History: New: 7/01/2004; Revised: 7/07/2005; 12/14/17

Reference: Palm Beach School District Policy 3.26

South Tech Charter Academy, Inc.

Board Policy **3.27 SUSPENSION AND DISMISSAL OF INSTRUCTIONAL EMPLOYEES**

The purpose of this section is to outline the rules regarding the suspension and dismissal of employees.

1. Probationary Period: F. S. 1012.335 specifies that beginning July 1, 2011, each individual newly hired as instructional personnel by the district school board shall be awarded a probationary contract. A probationary contract is an employment contract for a period of 1 school year during which employees may be dismissed without cause or may resign without breach of contract. If an employee on personal charter leave from the School District of Palm Beach County is terminated during the probationary period, the employee will be responsible for reactivating their employment with the Palm Beach County School District by following district procedures. Upon successful completion of the probationary contract, the district school board may award an annual contract only if the employee:
   a. Holds an active professional certificate or temporary certificate,
   b. Has been recommended by the district school superintendent for the annual contract based upon the individual's evaluation,
   c. Has not received two consecutive annual performance evaluation ratings of unsatisfactory, two annual performance evaluation ratings of unsatisfactory within a 3-year period, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory.

2. Annual Contract: "Annual contract" means an employment contract for a period of no longer than 1 school year which the district school board may choose to award or not award without cause. Beginning July 1, 2011, an annual contract may be awarded pursuant to the employee's compliance with the provisions of a, b, and c in paragraph 1 above for instructional personnel who have successfully completed a probationary contract with the district school board and have received one or more annual contracts from the district school board. All employee appointments will be on an annual basis. Any instructional personnel with an annual contract may be suspended or dismissed at any time during the term of the contract for just cause. Just cause includes, but is not limited to:
   a. immorality,
   b. misconduct in office,
   c. incompetency,
   d. gross insubordination,
   e. willful neglect of duty
   f. being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, any crime involving moral turpitude.

3. Violation of Annual Contract: Instructional personnel who accept a written offer from the Governing Board and who leave their positions without prior release from the Governing Board are subject to the jurisdiction of the Education Practices Commission.

4. If conditions warrant discipline, suspension, or dismissal of an employee during the term of the annual appointment, the following procedures will be utilized:
   a. Disciplinary Action:
      i. Disciplinary action shall be initiated only for just cause, as described in Paragraph 2, above.
      ii. Where just cause warrants disciplinary action(s), an employee may be reprimanded verbally, reprimanded in writing, suspended with pay, suspended without pay or dismissal upon the recommendation of the Superintendent or Management Company Representative to the Governing Board.

iii. The severity of discipline shall be appropriate for the impact upon conditions of health, safety, and well-being of students or staff, and/or upon the educational process and school operations.
iv. For just cause infractions which do not justify termination, but are indicative of a repetitive pattern of conduct, the employee may be placed on a Progressive Discipline Plan in an effort to correct undesirable behavior and monitored until the problematic behavior is corrected or further discipline is assigned.

b. Employee Rights:
i. Any information that may be used to take disciplinary action against an employee will be shared with the employee in writing as soon as possible.
ii. An employee against whom action is pending shall have the right to review and refute or otherwise respond to all information used as the basis for the proposed disciplinary action prior to such action being taken.
iii. If the employee wishes to contest the charges, he or she must, within 15 days after receipt of the written notice, submit a written request to initiate the Grievance Procedure for Employees as more fully set forth in Board Policy 3.31.
iv. If the just cause results in the Superintendent recommending termination, the employee may request an appeal hearing before the Governing Board which shall occur within 30 days of employee's written request for same. If the appeal hearing results in a favorable outcome for the employee, the employee shall be immediately reinstated and his or her back pay shall be paid and any records relating to the allegations may be removed from the employee's personnel file, at the Governing Board's discretion.

c. Competency:
Should it be determined that an employee is ineffective in their job performance, the employee will be given assistance for a period of thirty calendar days, in accordance with the Progressive Discipline Plan. If their performance fails to improve, the Superintendent/Deputy Superintendent may recommend termination of employment to the Governing Board.

5. Budget Adjustment:
i. Employees may be terminated due to unforeseen financial difficulties of the school irrespective of employee performance in the event that workforce reduction is needed.
ii. If workforce reduction is needed, a district school board must retain employees at a school or in the school district based upon educational program needs and the performance evaluations of employees within the affected program areas.
iii. Within the program areas requiring reduction, the employee with the lowest performance evaluations must be the first to be released; the employee with the next lowest performance evaluations must be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred. A Governing Board may not prioritize retention of employees based upon seniority. (F.S. 1012.33 (5)

6. District Employees on Leave to Work at a Charter School: An employee on leave from the School District of Palm Beach County who is terminated through either the disciplinary, competency, or budget adjustment process will be responsible for reactivating their employment with the Palm Beach County School District through district procedures.

Authority: 1002.33, FS 1012.335, 1012.33 (5)

Implemented: 1002.33 FS 1012.335, 1012.33 (5)

History: New: 7/01/2004; Revised: 7/07/2005, 3/11/2010, 4/14/2011, 4/12/2012; 12/14/17, 11/8/18

Reference: Palm Beach School Board Policy 3.27; FS 1012.335

ADVERSE PERSONNEL ACTION AGAINST EMPLOYEE/INDEPENDENT CONTRACTOR

1. This Policy shall be known and may be cited as the "Whistleblower's Policy."
2. Definitions:
   a. "Employee" means any person hired by the Board after completing the personnel procedures required by the School Board;
   b. “Independent Contractor" means any person or company other than a Board employee, who provides goods and/or services to the School Board and enters into a contractual agreement with the Board;
   c. "Adverse personnel action" means discharge, suspension, transfer, demotion, reprimand, warning, withholding or reduction of salary or benefits of employee, or any other adverse action taken against an employee within the terms and conditions of employment by the Board; or, debarment, suspension, cancellation of contract of an independent contractor.
3. Neither the Board, Academy Superintendent or Management Company Representative, nor any person serving in a supervisory capacity shall take or recommend to the School Board to take adverse personnel actions against an employee for disclosing information pursuant to the provisions of this policy.
4. Neither the Superintendent or Management Company Representative nor the School Board shall take any adverse personnel action that affects the rights or interests of an independent contractor in retaliation for the contractor's disclosure of the information under this policy.
5. The provisions of this policy shall not be applicable when an employee or independent contractor discloses information known to be false.
6. The information disclosed under this section shall include reporting of any violation or suspected violation of federal, state or local laws, Board policy or Administrator's Directive by a Board member, employee, or independent contractor which presents a substantial and specific danger to interests of the Board. Additionally, information disclosed, which indicates acts or suspected acts of malfeasance, misfeasance, gross waste of funds or neglect of duty committed by an agency shall be included.
7. The information shall be disclosed to the appropriate entity having the authority to investigate police, manage, or otherwise remedy the violation or act.
8. This policy protects employees and other persons who disclose information on their own motive in a written and signed complaint, or who are requested to participate in an investigation, hearing or other inquiry conducted by the Superintendent or Management Company Representative, Board, state agency or federal government.
9. Any employee who is subject to adverse personnel action has a right to file a grievance pursuant to the applicable collective bargaining agreement or Policy 3.31. An independent contractor may appeal to the School Board for administrative review.

Authority: §§ 230.22, 112.3187, F.S.

Implemented: §§ 230.23, 120.53, F.S

History: New: 7/01/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

Reference: Palm Beach School District Policy 3.28

EMPLOYEE USE OF TECHNOLOGY

1. **General Standards of Appropriateness** — Board employees shall not conduct a private use of computers, copiers, and other communication devices such as phones, personal digital assistants (PDAs) and facsimile machines may not be used for a private business enterprise on school time. District technology resources, including, but not limited to, the financial gain (as defined by the Florida Information Resource Network ("FIRN")) of the employee or for the benefit of private, "for profit," or "not for profit" organizations unless expressly authorized by the Academy Superintendent or Management Company Representative or Superintendent or Management Company Representative's designee.
   a. Any employee using the Internet in any form through the District's network must have an Employee Internet Services Request and Consent form on file at the school. This form is specifically incorporated into this policy by reference.
   b. All employees shall abide by the Code of Ethics of the Education Profession in Florida. When using the Board's technology resources, Employees shall become familiar with and abide by Fla. Admin. Code Sections 6B-1.001 and 6B-1.006, including the provisions prohibiting harassment and discrimination, defamation, use of institutional privileges for personal gain, and improper disclosure of confidential information; and Fla. Stat. § 112.313, including the duty to avoid improper use or disclosure of "information not available to members of the general public and gained by reason of [their] official position for [their] personal gain or benefit or for the personal gain or benefit of any other person or business entity."
   c. The Board authorizes employees to use technology resources, applications, and databases for assigned responsibilities. Employees shall use these resources to enhance job productivity in performance of Academy business
   d. Employees may utilize District technology services outside of the employees' normal work hours provided no additional costs are incurred by the Board within the parameters set forth below:
      i. The Florida Information Resource Network (FIRN) provides Internet services to our District at no cost. The District provides the network connectivity to the Internet and mainframe through leased lines (currently T1s and T3s).
      ii. Internet use is encouraged "after hours" for employees for the following reasons:
         A. Personal and professional growth
         B. The services are "free"; and
         C. There is no significant negative impact on our network during these hours.
   e. Use of the Internet is similar to use of a school gym or library after school. Professionals are encouraged to use these facilities for personal and professional growth, which must not be confused with financial gain. FIRN's *Acceptable Use Policy and Guidelines*, which forms the cornerstone of the School District of Palm Beach County Internet Guidelines, uses the terminology "financial gain." Examples of "financial gain" include: offering products or services for sale or soliciting for advertisers or sponsors for the benefit of any enterprise other than the School.
2. **Compliance** -- When using Board technology resources, applications, databases, and supplies, employees shall adhere to the standards established by all applicable laws, regulations, and the Board's Acceptable Use Guidelines and are incorporated into and made part of this Policy by reference. Further, employees must observe that:
   a. Any information generated through a computer, stored on hard disks, electronically mailed, or handled as e-mail is the same as any written document and is subject to all rules governing public records and Chapter 119, Florida Statutes, as explained in Palm Beach School District Policy 2.041.
   b. The willful and knowing unauthorized use, alteration, or destruction of information technology resources and databases is a computer-related crime punishable under Chapter 815, Florida Statutes.
   c. All employees who have access to or may have access to personally identifiable student records shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; the IDEA and its regulations at 20 U.S.C. § 1417(c) and 34 C.F.R. § 300.572; Fla. Stat. § 1002.22 and other applicable laws and regulations, as they relate to the release of student information. Employees shall not use access to student records information for personal gain.

d. Intranet and Internet Resources, telephones, and e-mail shall be used to enhance job productivity in performance of District business and shall not be used to send abusive, threatening, or harassing messages. Employees shall not send communications where the meaning of the message, or its transmission or distribution, would be illegal under state or federal statutes, federal regulations, or state rules; unethical under Fla. Statutes Chapter 112 or Chapter 6B-1 of the State Board of Education rules; or irresponsible as determined by the reasonable discretion and judgment of the employees' supervisor.
e. All software on computers must be licensed. Employees are responsible for using software in compliance with restrictions that apply to those licensing agreements.
e. Employees shall not make or facilitate the distribution of unauthorized copies of software. Modifications cannot be made to any software without the authorization of the copyright holder. The copyright legend or notice shall not be removed from the software or any of its documentation.

3. **Enforcement** -- Any employee failing to comply with this policy or its implementing procedures and guidelines may be subject to disciplinary action and civil or criminal liability.

Authority: §§ 1001.41(2), 1001.43(9), (11), Fla. Stat.

Implemented: §§ 1001.41(2), 1001.43(9), (11), Fla. Stat.

History: New: 7/01/2004; Revised: 7/07/04, 3/11/2010; 12/14/17

Reference: Palm Beach School District Policy 3.29

South Tech Charter Academy, Inc. Board Policy **3.30**

PERFORMANCE ASSESSMENT OF PERSONNEL

1. For the purpose of improving the quality of instructional, administrative, supervisory and support services, and for the purpose of considering the future status of all personnel, the assistant principal or the person directly responsible for the supervision of each employee shall make a written assessment of the performance, duties and responsibilities of such personnel, and submit it to the Academy Superintendent or Management Company Representative and the Board. This assessment shall be made at least once a year and shall become a part of the employee's personnel file at least once a year and shall become a part of the employee's personnel file.
2. Prior to preparing the written report of assessment, each employee to be evaluated shall be informed of the criteria and the procedure to be used. The written report of assessment for each employee shall be discussed and a copy made available by the person responsible for preparing the report.
3. The Personnel File of each Governing Board employee shall be open to inspection and available for review to any person requesting to do so, except for personnel records which are currently provided by law to be confidential and excluded from public inspection, unless the employee specifically authorizes, in writing, disclosure of confidential information.
    a. The following persons shall have access to the complete personnel file of each employee at all times.
        i. Governing Board Members
        ii. Academy Superintendent or Management Company Representative
        iii. The Secondary School Principal;
        iv. Assistant Principals;
        iv. The employee or any person designated in writing by the employee;
        v. Law enforcement personnel in the conduct of a lawful criminal investigation.

    The Superintendent or Management Company Representative may designate other Board employees to inspect an employee's personnel file in the exercise of their respective duties.
    b. Examination of any material in a personnel file is governed by the provisions of Section 231.291, and Chapter 119, Florida Statutes.

Authority: 120.53, 230.22(2), 231.001, FS

Implemented: 231.291, FS; 119.011, 119.07, FS

History: New: 7/01/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

Reference: Palm Beach School Board Policy 3.30

GRIEVANCE PROCEDURE FOR EMPLOYEES

1. Purpose.-- The purpose of this procedure is to secure, at the lowest administrative level, equitable solutions to claim(s) arising from a violation, misapplication, or misinterpretation of Board Policies or Administrative Directives, which may include discrimination or harassment prohibited by Policies 3.05 and 3.19, and to establish an orderly succession of procedures wherein these solutions may be pursued.
2. Definitions: As used herein, the following terms shall mean:
   a. "Grievance" -- a written complaint that alleges a violation, misinterpretation, or misapplication of Board Policy or Administrative Directives, including discrimination or harassment prohibited by Policies 3.05 and 3.19
   b. "Employee" -- every person employed in any position, instructional or non- instructional, by the South Tech Charter Academy, Inc. Board.
   c. Grievant" and "Complainant" -- an employee [or an applicant as defined in subsection (2)(e)] who alleges in writing that he/she has been subjected to discrimination or harassment as prohibited by Policies 3.05 and 3.19.
   d. "Accused Employee" -- an employee who is alleged to have subjected another employee to discrimination or harassment as prohibited by Policies 3.05 and 3.19.
   e. "Applicant," -- any person applying for employment with the Academy, or a current District emplo*yee* who applies for another instructional or non-instructional position within the District.
   f. "Supervisor" -- the person with direct responsibility for supervising or managing the aggrieved employee and who has the authority to take action necessary to resolve the grievance.
   g. "Superior" -- the supervisor of the aggrieved employee's immediate supervisor.
   h. "Days" -- workdays unless calendar days are specified.
3. Procedure for Grievances (*Other than* Alleged Harassment or Discrimination) – The following grievance procedure applies when the grievance is based on an allegation *other than* discrimination or harassment under Policies 3.05 and 3.19. (If the grievance is based on allegations of discrimination or harassment as prohibited by Policies 3.05 and 3.19, the procedures of Section (4) shall apply, instead.).
   a. Level One: Informal Conference
      Within ten (10) workdays after the employee first knows or reasonably should have known of the grievable incident, the employee shall initially discuss the matter with the immediate supervisor with the objective of informally resolving the matter. The supervisor shall prepare a written summarization of the conversation to be signed by the employee making the informal complaint.
   b. Level Two: Filing a Written Grievance
      i. Within ten (10) workdays after the informal conference described in Level One, if no satisfactory disposition is made, the employee may file a written grievance with the supervisor. The written grievance shall set forth specifically the event(s) upon which the grievance is based, citing the Policy and/or Directive alleged to be violated, the date the alleged infraction took place, and grounds upon which the grievance is made The employee must sign and date the grievance.
      ii. Within ten (10) workdays after receiving the written grievance, the supervisor shall schedule another meeting with the employee. Within ten (10) workdays of the second meeting, and after investigating the allegations, the supervisor shall issue a written decision to the employee.
   c. Level Three: Review by the Academy Superintendent or Management Company Representative
      i. Within ten (10) workdays after the supervisor's decision, if the employee is not satisfied with the supervisor's decision or if no decision has been issued, the employee may forward the written grievance and the supervisor's decision to the Academy Superintendent or Management Company Representative The written grievance shall set forth the event(s) upon which the grievance is based. If the grievance is not forwarded to the Superintendent or Management Company Representative within the designated time, the grievance is considered withdrawn from the grievance process and shall be so noted in the grievance file.
      ii. The Academy Superintendent or Management Company Representative shall appoint an ad hoc grievance review committee. The chair of the committee will be the highest-ranking school official on the committee. The committee will consist of:

A. One (1) member from school management, selected by the Superintendent or Management Company Representative;
B. One (1) member selected by the grievant; and
C. A third member selected by agreement of the first two (2) members. If the third member is not selected by the other committee members within seven (7) calendar days, the Superintendent or Management Company Representative shall appoint a third member to serve on the committee

iii. In an effort to resolve the grievance, within ten (10) workdays after the committee is designated, the committee shall meet with the grievant and the person alleged to have violated, misinterpreted, or misapplied a Policy or Directive. Other persons may be presented as witnesses at the meeting by either the grievant or the supervisor/superior. The committee shall issue a written recommendation within ten (10) workdays after the meeting, determining whether any violation has occurred, and if so, an appropriate remedy. A copy of the recommendation shall be provided to the grievant, supervisor, and the Superintendent or Management Company Representative.

iv. The Superintendent or Management Company Representative shall review the recommendation of the committee and the record of the grievance. If the Superintendent or Management Company Representative finds that a meeting with the grievant would assist in the final determination, the Superintendent or Management Company Representative may schedule a meeting for the purposes of this review. The Superintendent or Management Company Representative's decision is the final and binding decision of the Academy

4. Reporting and Resolving Allegations of Harassment or Discrimination.-- When the cause for the grievance is an allegation of discrimination or harassment of an employee (or applicant, as defined in subsection (2)(e)), the following procedures shall apply:
   a. Level One: Reporting to the Supervisor and Investigation by Supervisor
      i. Reporting Discrimination or Harassment.-- Any employee (or applicant as defined in subsection (2)(e)) who believes he/she is a victim of discrimination or harassment as prohibited by Policies 3.05 and 3.19, may report the incident(s) in writing to the Academy Superintendent or Management Company Representative or other immediate supervisor, as applicable. Due to the sensitive nature of sexual harassment complaints, or in the event of an allegation of harassment or discrimination by one's supervisor, the complaint may be filed in writing directly with the Superintendent or Management Company Representative. The Superintendent or Management Company Representative will not provide Level One investigation unless the nature of the accusation excludes other levels of supervision that report to the Superintendent or Management Company Representative. If the nature of the accusation necessitates involvement of the Superintendent or Management Company Representative, every effort will be made to locate an appropriate designee to leave another level of resolution prior to litigation.
      ii. Complaints should be filed as soon as possible after the alleged incident, but must be filed within sixty (60) calendar days after the employee (or applicant as defined in subsection (2)(e)) first knows or should have known of the grievable incident. Failure on the part of the complainant to initiate and/or follow up on a complaint in a timely manner may result in the complaint being deemed abandoned.
      iii. The Superintendent or Management Company Representative/designee or other immediate supervisor (as applicable) may assist the individual in putting the complaint in writing; reviewing it with the complainant; and obtaining the complainant's signature. The complainant will be requested to provide signed, specific information regarding the alleged discrimination or harassment, the alleged offender(s), witnesses, and other relevant information. All complaints filed must be reported to the Academy Superintendent or Management Company Representative.
      iv. It is the responsibility of the assistant principal, or other supervisor as applicable, to forward all harassment or discrimination complaints to the Superintendent or Management Company Representative and initiate an investigation within two (2) work days.

b. Investigation by Secondary School Principal/Designee.-- The Principal/designee shall document and begin within two (2) work days to thoroughly investigate all complaints of harassment or discrimination, including the following steps
   i. Promptly talk with the complainant. The complainant shall have an opportunity to describe the incident, present any evidence, name witnesses, and put his/her complaint in writing if he/she has not already done so;
   ii. Talk with any witnesses or others who may have relevant information; and
   iii. Conduct an investigative meeting with the accused/employee, and the accused/employee's representative, if applicable, to discuss the allegations and allow the accused/employee to respond to the allegations.
   iv. During the investigation, the Principal shall initiate any action deemed necessary to protect the complainant or other employees, consistent with the requirements of applicable laws.
   v. When necessary to carry out the investigation or for other good reasons and consistent with federal and state privacy laws, the Principal should discuss the complaint with any of the following persons, as appropriate:
      A. School Superintendent or Management Company Representative
      B. Legal counsel for the Board
      C. Another employee whose knowledge of the persons involved may help determine the truth;
      D. The accused/employee

c. Decision of the Principal/Designee.--Upon completion of the investigation, the Principal/designee shall make a decision, within thirty 30) calendar days of receiving the complaint if possible, about the validity of the allegations in the complaint. The Superintendent or Management Company Representative shall discuss the determination and any recommended corrective action with the Principal/designee or other immediate supervisor, as applicable. In reaching a decision about the complaint, the following should be taken into account:
   i. Written statements of witness, the complainant, and accused/employee (or representative thereof); and written or oral advice from school personnel listed above in subparagraphs (4)(b)(v) A-D;
   ii. The details and consistency of each person's account;
   iii. Evidence of how the complainant reacted to the incident;
   iv. Evidence of past instances of harassment or discrimination by the accused/employee (provided that, if evidence of past harassment/discrimination is to be considered, the principal/designee must review in their entirety the files regarding those past incidents);
   v. Evidence of past harassment or discrimination complaints that were found to be untrue (provided that, if evidence of past accusations or complaints is to be considered, the principal/designee/supervisor must review in their entirety the files regarding those past incidents); and
   vi. Case law, state and federal laws and regulations, and Board Policies prohibiting harassment and discrimination.

d. To determine the severity of the harassment or discrimination, factors such as the following may be considered:
   i. How the misconduct affected an employee's work;
   ii. The type, frequency, and duration of the misconduct;
   iii. The number of persons involved;
   iv. The subject(s) of harassment or discrimination;
   v. The place and situation where the incident occurred; and
   vi. Other incidents at the site.

e. The recommendations for action(s) to be taken, consistent with any applicable collective-bargaining agreement provisions, to resolve a complaint of harassment or discrimination by an employee may include, but are not limited to, the following:
   i. No action, if the complaint is unsubstantiated;
   ii. Training requirements for the accused/employee;
   iii. Oral reprimand of the accused/employee;

iv. Written reprimand of the accused/employee,
v. Suspension of the accused/employee; or
vi. Termination of the accused/employee.

f. Level Two: Appeal to the Superintendent or Management Company Representative -- Within ten (10) work days after the Principal/designee issues a written decision, a dissatisfied party may appeal the decision in writing to the Superintendent or Management Company Representative. An appeal may also be filed if no decision has been issued within ten (10) workdays of the meeting. A copy of the appeal will also be provided to the Chairperson of the Board. If the grievance is not forwarded to the Superintendent or Management Company Representative within the designated time, the grievance is considered withdrawn from the grievance process and shall be so noted in the grievance file.
   i. Notice of the appeal shall be given to the opposite party within two (2) workdays of receipt of appeal.
   ii. The Superintendent or Management Company Representative shall appoint an ad hoc Harassment Grievance Review Committee. The chair of the committee will be the highest-ranking School official on the committee. The committee will consist of
      A. One (1) member from school management, selected by the Academy Superintendent or Management Company Representative.
      B. One (1) member selected by the grievant; and
      C. A third member selected by agreement of the first two (2) members. If the third member is not selected by the other committee members within seven (7) calendar days, the Superintendent or Management Company Representative shall appoint a third member to serve on the committee.
   iii. In an effort to resolve the grievance, within ten (10) workdays after the committee is designated, the committee shall meet with the appealing party and, if deemed appropriate, may also meet with the opposite party. Either the appealing party or the opposite party may present other persons as witnesses at the meeting.
   iv. The committee shall issue a written recommendation within ten (10) workdays after the meeting, determining whether any violation has occurred, and if so, recommending an appropriate remedy. A copy of the recommendation shall be provided to both parties, the grievant's supervisor and the Superintendent or Management Company Representative.
   v. The Superintendent or Management Company Representative shall review the recommendation of the grievance review committee and the record of the grievance. If the Superintendent or Management Company Representative finds that a meeting with the grievant and/or accused/employee would assist in the final determination, the Superintendent or Management Company Representative may recommend scheduling a meeting for the purposes of this review. The Superintendent or Management Company Representative's decision is the final and binding decision of the Academy.

g. If the complainant is not satisfied with the results of the procedures contained in this Section, he/or she may utilize other means for resolution as provided by law, including seeking recourse through the federal Office for Civil Rights ("OCR") or Equal Employment Opportunity Commission ("EEOC").

5. Rights of Employees (and Applicants as Defined in Subsection (2)(e)
   a. During any of the grievance levels, the employee (or applicant as defined in subsection (2)(e)) may be represented by a person of the employee's/applicant's choice once the grievance is filed with the supervisor. For grievances governed by Section (3) that are filed by employees/applicants who choose to be represented by legal counsel, the process will begin at the School Superintendent or Management Company Representative phase of Level 3 under subsection (3)(c).
   b Any member of the administration or other employee against the employee, representative, or any other participant in the grievance procedure by reason of such participation shall take no retaliation or reprisals of any kind.
6. General Provisions
   a. Grievance report forms for filing a grievance shall be available in the Superintendent or Management Company Representative's office. Employees are to be notified of the procedures in this Policy through the Policy's distribution to staff.

b. Failure of the employee/applicant to advance the grievance through the procedure within the time lines designated will result in immediate dismissal of the grievance.
c. If a preliminary investigation is begun regarding a complaint, the written complaint and documents relating to the investigation are confidential, pursuant to Fla. Stat. §§ 119.07(3)(p) &

(u), 231.291(3)(a)1, and 231.262(1)(a), until the investigation is either concluded or ceases to be active.
d. All records pertaining to a grievance may be filed in a separate grievance file and may not be kept in the official "personnel file" of the employee/applicant, but this grievance file will be treated as provided by Fla. Stat. §§ 119.07 and 231.291(4). All decisions of management are to be forwarded to the labor relations department, which may be designated as the custodian of those records for grievances involving a bargaining unit member. The grievance file is subject to disclosure pursuant to the Public Records law and Fla. Stat. § 231.291(4).
e. If a grievance is filed under the grievance procedure in a collective bargaining agreement, the employee may not pursue the grievance under this procedure
e. The filing of a grievance shall not interfere with the right of the Board to carry out its responsibilities, subject to the final decision on a grievance.

7. Superintendent or Management Company Representative or Other Employees That Report Directly To The Board:
   a. When the Grievant is a Direct Board Report - The Superintendent or Management Company Representative or any other employee that reports directly to the Board shall file any grievance in writing with the Board Chair. The Chair should request appropriate school personnel to begin the investigation/ resolution process set forth in Section (3) or (4) above, as applicable.
   b. When the Grievant is an Employee in the Office of a Direct Board Report.-- Employees working in the Office of the Superintendent or Management Company Representative or for any other employee that reports directly to the Board, should file any initial grievance with their direct supervisor pursuant to Section (3) or (4) above (*unless the grievance is against a direct Board report, in which case subsection (c) below shall apply*). If the grievance is not resolved at this level, the grievance may be appealed as set forth under Section (3) or (4), as applicable.
   c. When the Accused is a Direct Board Report.-- When a direct Board report is the accused, the grievant shall file the complaint in writing with the Board Chair, who shall take prompt action as specified below:
      i. First, the Chair shall notify the accused of the complaint
      ii. Second, the Chair shall notify the Board of the complaint. The Board shall determine if the complaint appears to merit formal investigation
      iii. If the Board deems the complaint to merit formal investigation, the Board shall set the parameters for the investigation. The investigation should document the statements of the grievant, witnesses, and the accused.
      iv. If a preliminary investigation is begun, the written complaint and documents relating to the investigation are confidential, pursuant to Fla. Stat. §§ 119.07(3)(p) & (u), 231.291(3)(a)1, and 231.262(1)(a), until the investigation is either concluded or ceases to be active
      v. To conduct the investigation, the Board may consider:
         A. Retaining outside special counsel (which should be an attorney or law firm that is not currently retained by the Board and has not handled any matters for or against the Board within the past five years);
         B. Requesting the personnel-investigation department of the School District of Palm Beach County to conduct the inquiry;
         C. If applicable, referring the matter to the State Attorney's Office, the Commission on Ethics, or other applicable state agency.
      vi. The Board and the accused should receive the final investigative report at the same time.
      vii. Upon receiving the report, the Board shall determine whether any action is required. The accused/employee and/or the employee's representative shall have a right to address the Board at the meeting where the decision will be made.
      viii. Consistent with the employment contract, if informal action such as a reprimand is deemed necessary, such action may be reflected in the employee's evaluation and personnel file. In accordance with the employment contract, if formal action such as demotion, suspension, or termination is deemed necessary, the employee shall receive appropriate notice and opportunity for a hearing under Fla. Stat. §§ 120.569 and 120.57, and the Board's final order may be appealable pursuant to Fla. Stat. § 120.68

GRIEVANCE PROCEDURE FOR EMPLOYEES

Authority: §§ 230.22(2); 230.23(22); 230.23005(11), 231.001, Fla. Stat.

Implemented: §§ 119.07(3)(p) & (u); 228.2001; 230.22(1); 231.001, 231.291; 231.262(1), Fla. Stat.

History: New: 7/01/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

Reference: Palm Beach School District Policy 3.31

South Tech Charter Academy, Inc. Board Policy **3.40**

YEAR OF SERVICE DEFINED

The minimum time in determining a year of service shall be actual service including compensated leave, exclusive of all other types of leave and holidays for a total of more than one-half of the number of days required for the normal contractual period of service for the position held.

Authority: 120.53, 230.22, 231.001, FS

Implemented: 228.041(20), FS

History: New: 7/01/2004

Reference: Palm Beach District Policy 3.40

VERIFICATION OF EXPERIENCED TEACHERS' HIGHLY QUALIFIED STATUS UNDER NCLB

1. **Purpose**.-- The Governing Board is committed to having highly qualified teachers in South Tech Charter Academy, Inc. classrooms pursuant to the No Child Left Behind Act of 2001 (NCLB).
   a. This Policy is intended to supplement State Board of Education Rule and to implement the Florida DOE's High, Objective, Uniform State Standard of Evaluation (HOUSSE) Plan for highly qualified teacher requirements within 20 U.S.C. § 7801(23) (codifying § 9101 of NCLB), pursuant to the Florida DOE's memoranda on Highly Qualified Teachers (available online at http://info.fldoe.org/docushare/dsweb/View/Collection-102), incorporated herein by reference.

   b. The Board recognizes that the U.S. Department of Education has authorized using the High, Objective, Uniform, State Standard of Evaluation (HOUSSE) to determine a teacher to be "highly qualified" under NCLB other than by certification or subject testing. Under the HOUSSE plan, *experienced* Florida certificated educators can verify core content-area competency and knowledge as defined by NCLB standards to satisfy the highly qualified teacher criteria by June 30, 2006 or as otherwise amended by federal or state law.

   c. Teachers who meet HOUSSE criteria will not have to take additional courses or take specific Florida subject area exams to be deemed "Highly Qualified" by NCLB standards, and will no longer be considered out-of-field in the core content area being verified, State Board of Education Rule 6A-1.0503.

2. **Features**.-- The HOUSSE plan uses multiple items that verify competency in the core content area to meet the requirements of the NCLB "highly qualified" designation.

   a. HOUSSE points are allowed for successful teaching experience in the core content areas, satisfactory classroom observations and performance evaluations in the core content areas, college level courses in the core content areas, approved professional development in the core content areas, appropriate professional activities related to teaching the core content areas, and student achievement learning gains for teachers of English/Language Arts and Mathematics in Grades 4-10.

   b. The Florida HOUSSE plan requires 100 points in this rubric for each core content area being verified; and Form PBSD 2133, used by the Palm Beach School District to implement the plan, is incorporated by reference herein.

   c. The Governing Board is not required to notify parents of the students taught by teachers who are deemed highly qualified via the HOUSSE plan that the teacher does not have certification in the core content area.

3. **Applicability -**

   a. The HOUSSE plan is applicable to**,** but not limited to, the following types of teaching assignments:
      i. teachers certified in an ESE area and who teach one or more core content areas;
      ii. teachers of foreign languages (especially where no subject area test is available;
      iii. teachers of academic core content courses;
      iv. teachers in alternative school settings, such as Juvenile Justice and/or Educational Alternatives; and
      v. teachers hired as Exchange Teachers.

   b. The HOUSSE plan cannot be used to satisfy ESOL or Reading content area highly qualified status.

4. **Procedures**

   a. It is the responsibility of the teachers to provide any official documentation to their respective Principal/Director for HOUSSE points that the Palm Beach School District does not have in its electronic files.

   b. The Academy Principal will electronically sign off on all approved forms in the Palm Beach School District's HOUSSE System and forward appropriate official documentation to the District's HOUSSE Administrator for final signoff.

   c. Final approved documentation relating to these procedures will be scanned into the teachers' personnel records.

. 5. **Noncompliance**.-- Principals will receive a list of teachers who are not in compliance with the NCLB "Highly Qualified" requirements. Teachers who do not 66 meet the "Highly Qualified" status by the deadline will receive a letter notifying them of such from the District's Division of Human Resources. The letters will be sent to school centers for distribution.

Authority:	Fla. Stat. §§ 1001.41(2); 1001.42(22).
Implemented:	Fla. Stat. § 1012.42; 20 U.S.C. § 7801(23).
Rule Supplemented:	Fla. Admin. Code r. 6A-1.0503
History:	New: 06/01/06; 12/14/17
Reference:	Palm Beach School District Policy 3.44

South Tech Charter Academy, Inc. Board Policy **3.45**

PROMOTIONAL PRACTICES

1. All vacancies shall be advertised with the exception of those positions for which the Academy Superintendent recommends the appointment of a current and qualified employee or for which the Academy Superintendent has identified a qualified candidate for Board consideration and recommends that individual for the vacancy.

2. Appropriate advertisement of and filling vacancies for positions that are part of a bargaining unit shall be controlled by the appropriate collective bargaining agreement, if applicable.

Authority: §§ 230.22(2); 230.23(22); 230.23005(1); 231.001; 236.02(3), Fla. Stat.

Implemented: §§ 230.23(5)(e); 230.33(7)(a),(e), Fla. Stat

History: New: 7/01/2004; Revised: 7/07/2005, 3/11/2010; 4/09/2015; 12/14/17

Reference: Palm Beach School District Policy 3.45

INTERIM AND/OR PROBATIONARY APPOINTMENTS FOR NON-INSTRUCTIONAL EMPLOYEES OR TEMPORARY PERSONNEL

1. Interim Appointments
   a. The Board may issue interim appointments to members of the non-instructional staff:
      i. When a non-instructional employee is on authorized leave or is otherwise unable to perform assigned duties.
         A. For a period of time in excess of six months-- A non-instructional employee may receive an interim appointment for a term not to exceed the duration of the emergency period or until such time as the regular employee is able to return and perform assigned duties.
         B. For a period of time less than 6 months-- All employees hired to replace regular employees expected to be on leave for less than six (6) months shall be employed as temporary personnel eligible for all benefits except Florida State Retirement.
      II. When a new position is created or added or when a regular position is permanently vacated, provided said position becomes available following the start of the school year at or after a date determined by the Academy Superintendent or Management Company Representative. A qualified non-instructional employee may receive an interim appointment for a period not to exceed the duration of the balance of the school year.
      III. When the Superintendent or Management Company Representative determines circumstances and conditions to be such that it would be in the best interest of the Board to recommend an interim appointment; a non-instructional employee may receive an interim appointment for a period not to exceed the duration of the balance of the school year
   b. The salary and other benefits of employment of those persons appointed on an interim basis shall be the same as those provided to regular non-instructional personnel, except that the duration of service and compensation for the holders of such appointments shall be limited to only those days during which services are actually required or rendered. Interim appointments may be terminated by the Governing Board upon three days' written notice to the employee by the Academy Superintendent or Management Company Representative or director. The compensation for such employees shall be computed at the same daily rate that is allowed to full-time employees with the same qualifications and status.
2. Probationary Appointment:
   a. The Superintendent or Management Company Representative may recommend to the Board to issue a letter of appointment on a probationary basis to a member of the non-instructional staff for a period not to exceed ninety (90) work days.
      A. Employees who have not completed such period of employment may be discharged without recourse.
      B. Probationary employees shall not be eligible for any type of leave except accrued sick leave, annual leave, or short-term unpaid leave (due to illness), not to exceed five (5) days.
      C. The salaries of those persons appointed on a probationary basis shall be the same as those of appointments on an interim or regular basis, except that the duration of service and compensation for the holders of such appointments shall be limited to only those days during which services are actually required or rendered.
      D. Upon three (3) days' written notice to the employee by the Superintendent or Management Company Representative, the Board may terminate probationary employees.

Authority: 120.53, 230.22, 231.001, FS

Implemented: 230.23(5), FS

History: New: 7/01/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

Reference: Palm Beach School District Policy 3.55

South Tech Charter Academy, Inc. Board Policy **3.60**

NEPOTISM

POLICY STATEMENT:
South Tech Charter Academy, Inc. Board policy is that an applicant for any position with the Board or any employee seeking promotion shall be considered solely on the basis of respective qualifications for such a position, regardless of whether the applicant or employee is or is not related by blood or marriage to any member of the Board or to any employee of the Academy, except as otherwise provided herein.

1. Definitions:
   a. The terms "related" or "relative" shall refer to the following relationships: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister or persons who reside at the same residence.
   b. The term "directly supervise" shall relate to those situations in which one person at the Academy is directly responsible to another.
   c. The term "indirectly supervise" shall relate to those situations in which a person does not directly supervise an employee but is in the direct chain of command between the immediate supervisor of the employee and the School Superintendent or Management Company Representative
   d. The term "recommendation for employment, promotion, advancement or dismissal" shall apply to those situations in which an individual has responsibility for making advisory recommendations to the principal; such term shall not apply to employee nominations or dismissal recommendations of the Superintendent or Management Company Representative.
   e. The term "evaluation" shall apply to those situations in which an individual is assigned responsibility for preparing the annual evaluation of an employee or is requested to participate in the formulation of such evaluation
2. No employee shall participate in any personnel action, including recommendation for appointment, employment, promotion or advancement or evaluation concerning a relative.
3. No employee may directly or indirectly supervise or be directly or indirectly supervised by a relative.
4. Whenever one relative is promoted to a position that would result in a violation of this policy, the conflict shall be resolved by transferring one of the related employees to another position, if possible. If such transfer is not possible, the promotion shall not occur and another candidate will be recommended. The employee who is transferred shall be designated by the Academy Superintendent or Management Company Representative and must meet all established qualifications for the position to which transferred. In the case of instructional personnel, the employee must be certified in the area of assigned instructional duties.
5. This policy shall not, except as provided herein, be interpreted to prohibit the employment of relatives of Board members or relatives of any employee of the Academy. Neither shall the policy be interpreted to apply to students in officially sponsored educational work-study programs.
6. This policy shall not be interpreted to prohibit the employment of related employees provided that neither is directly or indirectly supervised by the other.
7. **In the event of a conflict between a provision of this policy and the terms of any applicable collective bargaining agreement, the latter shall control.**

Authority: Sections 112.3135, 120.52, 120.54, 231.001, 230.22(2), Florida Statutes

Implemented: Section 230.23(5), Florida Statutes

History: New: 7/01/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

Reference: Palm Beach School District Policy 3.60

South Tech Charter Academy, Inc. Board Policy **3.70**

JURY DUTY

If an employee is under subpoena for jury duty during the time normally engaged in regular professional duties, the employee shall make application for temporary duty elsewhere. The employee shall receive regular pay while on jury duty and shall remit to the school in check or money order (no cash) the amount of fees, less travel allowance, received for jury duty.

If, upon reporting for jury duty, the employee is dismissed prior to serving one-half day, the employee is to report back to the regular duty assignment. A reasonable amount of time will be allowed for travel.

Authority: 120.53, 230.22, 231.001, FS

Implemented: 231.42, FS

History: New: 7/01/2004; 12/14/17

WITNESS DUTY

When employees are under subpoena as witnesses in connection with their official duties or are under subpoena as witness in a court proceeding in which they are not a party to the litigation, they shall receive their regular compensation while on witness duty and shall remit to the Board in check or money order (no cash) the amount of fees, less travel allowance, received for witness duty. An employee who is party to litigation may request personal leave or annual leave as provided for in Board policies.

Authority: 120.53, 230.22, 231.001, 231.39, FS

Implemented: 231.42, 231.43, FS

History: New: 7/01/2004; 12/14/17

Reference: Palm Beach School District Policy 3.75

FAMILY AND MEDICAL LEAVE POLICY

1. GENERAL. The South Tech Charter Academy, Inc. Governing Board will provide, to qualified employees, family and medical leave pursuant to the provisions of the 1993 Family Medical Leave Act ("FMLA"). FMLA leave is intended to allow employees to balance their work and family life by taking reasonable paid and/or unpaid leave for personal serious health conditions, for the birth or adoption of a child, and for the care of a child, spouse, or parent who has a serious health condition. During the period of FMLA leave entitlement, the Board will continue to provide paid health insurance for the employee.

2. FMLA leave shall be granted to eligible employees pursuant to the following criteria.

   a. "Eligible Employees" are those employees who:
      i. Have been employed for at least twelve (12) months by South Tech Charter Academy, Inc., and
      ii. Have at least one thousand two hundred fifty (1,250) hours of service with the Board during the twelve (12) months prior to the requested leave.

   b. Employees meeting the requirements of paragraph 2(a) shall be entitled to a total of twelve (12) weeks of FMLA leave per year (calculated on a rolling twelve (12)-month basis) for the following:
      i. The birth of a child of the employee and/or in order to care for such child;
      ii. The placement of a child with the employee for adoption or foster care;
      iii. To care for a spouse, child, or parent of the employee if said individual has a serious health condition; or
      iv. A serious health condition that makes the employee unable to perform the functions of his/her position with the Academy.

   c. "Serious health condition" is defined as a condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or continuing health treatment by a health care provider.

   d. Where both husband and wife are employed by the Academy, they are permitted to take only a combined total of twelve (12) work weeks of leave if time off is requested for the birth of a child, the placement of a child for adoption or foster care, or to care for a sick parent. For FMLA leave based on other qualifying reasons, the husband and wife will each be entitled to their unused balance of twelve (12) weeks.

   e. The Academy shall maintain, in full effect for the duration of the leave, health insurance coverage for an employee who is on leave, provided the employee:
      i. was eligible for and received Academy provided group health insurance when actually working for the Academy; and/or
      II. is on unpaid leave and, if he/she pays for dependent insurance, pays partial premiums for his/her own coverage, or pays for other types of Academy offered insurance coverage, continues to make direct premium payments to the Academy while on leave.

   f. An employee wishing to take FMLA leave, as outlined in paragraphs b(i) and b(ii) above, must provide the Academy with not less than thirty (30) calendar days written notice, before the date the FMLA leave is to begin, except if the birth or placement requires FMLA leave to begin in less than thirty (30) calendar days, the employee shall provide notice as is practical. Where FMLA leave is requested, as outlined in paragraphs b(iii) and b(iv) above, the employee, in writing, shall provide thirty (30) days notice, except that if the date of treatment requires the employee's leave to begin in less than thirty (30) days, the employee shall provide such written notice as is practical. The employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Academy.

g. Medical leave as outlined in paragraphs b(iii) and b(iv) above may be taken intermittently when medically necessary. Intermittent leave is defined as leave taken in separate blocks of time due to a single illness or injury, rather than one continuous period of time. Intermittent leave may include leave of periods from an hour or more to several weeks. Such leave is available for the employee's own serious health condition, or for the employee to provide care for, and/or transport a spouse, son, daughter, or parent, to receive recurring necessary medical treatment (i.e. chemotherapy, prenatal visits, physical therapy, chiropractic care). Under such circumstances, the employee must try to schedule the leave so as not to unduly disrupt the operation of the Academy. Furthermore, the Academy may place the employee in an alternative position, with equal pay and benefits, which better accommodates intermittent leave. Intermittent leave is not available to care for a newborn or recently adopted child.

h. The Academy shall require medical certification, signed by the employee's health care provider, when FMLA leave is requested for the serious health condition of the employee, or for a serious health condition of the employee's spouse, child or parent. Such certification shall state:
   i. The date on which the serious health condition commenced;
   ii. The probable duration of the condition;
   iii. The appropriate medical facts within the knowledge of the health care provider regarding the condition.

   A second and third opinion may be required at Academy expense for any case in which the Academy has reason to doubt the validity of the certification. In addition, when an employee has a continuing medical condition for which FMLA coverage is requested, the Academy may request recertification of the medical condition every thirty (30) days.

i. Upon return from FMLA leave, the employee is entitled to be restored to the same position held prior to the leave or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. An employee whose FMLA leave was due to his/her own serious health condition must provide medical certification that he/she is fit for duty before returning to work.

j. While on FMLA leave, an employee is prohibited from engaging in outside employment.

k. An employee who fraudulently obtains FMLA leave is not protected by the FMLA job restoration or maintenance of health benefits provisions and will be subject to termination.

3. PROCEDURE. An employee wishing to request leave under the FMLA shall obtain the necessary form from the Academy Personnel Manager.

Authority: § 230.23(17); 230.23005, Fla. Stat.

Implemented: Family Medical Leave Act of 1993, codified at 29 U.S.C. § 2602 et seq., 29 Code of Federal Regulations Part 825

Reference: Palm Beach School District Policy 3.76

History: New: 01/12/2006; 12/14/17

LEAVE OF ABSENCE

1. A leave of absence is permission granted by the Governing Board, or allowed under its adopted policies, for an employee to be absent from duty for specified periods of time with the right of returning to employment on the expiration of the leave. All absences of Governing Board employees from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance by the Governing Board and shall be used for the purposes set forth in the leave application. Leave for sickness or other emergencies may be deemed granted in advance if prompt report is made to the proper authority. No leave, except military leave, shall be granted for a period greater than one (1) year. A new leave application may be filed and granted at the expiration of leave, but automatic renewals of leave shall not be allowed, unless a currently existing charter agreement provides otherwise. Requests for extensions of leaves may be approved by the Superintendent or Management Company Representative or his/her designee based on the needs of South Tech Charter Academy, Inc. A leave of absence may be with or without pay unless otherwise provided by law, rules of the State board of Education, Board policy, and/or negotiated contracts. If the terms of a collective-bargaining agreement differ from this Policy, the language of the employee's agreement will take precedence. The following types of leave are available to South Tech Charter Academy, Inc. employees:
   a. Leave for personal reasons
   b. Sick leave
   c. Catastrophic leave (extended illness)
   d. Injury or illness in-line-of-duty leave
   e. Temporary military leave
   f. Regular military service
   g. Professional leave and extended professional leave
   h. Charter school leave
   i. Voluntary/extended military leave
   j. Leave of absence for the purpose of campaigning for political office
   k. Personal leave including maternity/recovery and child care
   l. Jury Duty (see Governing Board Policy 3.70)
   m. Domestic violence leave
2. Paid Leaves: Requests for paid leave of absences shall be made on South Tech Leave of Absence form available in the Personnel office. This form is incorporated herein by reference as part of this Policy.
   a. **Leave for Personal Reasons**.-- An employee shall be allowed six (6) days' paid leave for personal reasons each year to be charged against accrued sick leave, provided that such leave shall be non-cumulative and does not interfere with the school/department operation.

      ***** Years of service shall be the total combined years of service with South Tech Charter Academy, Inc. Board and the FRS..

   b. **Sick Leave** – **All Employees**
      i. *Extent of sick leave*.-- A Governing Board employee shall be credited with four (4) days of sick leave as of the last day of the 1st month of regular employment of each appointive year, and shall thereafter earn one (1) day of sick leave at the end of each calendar month provided that the employee has been on duty or compensable leave a minimum of eleven (11) days within the month; and provided further, that the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment.
         A. Sick leave shall not be used prior to the time it is credited to the employee.
         B. If the employee terminates employment and has not earned the four (4) sick days available, the Board will withhold the average daily amount for the sick days utilized but unearned by the employee.
         C. An employee whose duty-day basis changes shall have sick leave balance as a permanent half-time employee converted at the rate of two (2) part days of sick leave to one (1) full day of sick leave. The same principle applies to a permanent full-time employee whose duty-day basis changes to a permanent half-time employee by

converting all credited sick leave at the time of change to one (1) full day of credited sick leave to two (2) part days of sick leave.

ii Sick leave for all employees shall be cumulative from year to year with no limit on the number of days accrued. An employee returning to the District after a leave of absence or resignation shall be entitled to the accrued balance credited at the time of such leave or resignation, unless the employee received payment previously, either in part or full, for that time.

iii. An employee may use accumulated sick leave for absence due to disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery there from, all of which shall hereafter be referred to as pregnancy. Should sick leave be insufficient, personal leave provisions may be used for pregnancy. The employee will have the duty to inform the School at least one month before expected date of leave so that a temporary replacement can be provided. Similarly the employee should keep the Principal or supervisor informed as to the date of probable return to assignment after delivery and recovery. Return from pregnancy or other extended leave shall occur at the end of a grading period.

iv. An employee requiring more than thirty (30) working days of paid leave for recovery may be required to submit medical evidence at reasonable intervals supporting the need for additional leave.

.v. Sick leave claims shall be honored as submitted by the employee for personal illness, as well as illness or death of father, mother, brother, sister, husband, wife, child or other close relative, or member of the employee's own household.

vi. Employees that are experiencing documented health issues requiring greater than twenty days leave for convalescence, lack sufficient days of leave (sick, personal, and annual, combined) to provide coverage, and who are ineligible for American Family Medical Leave Act benefits may have leave days donated to them by other employees. Use of donated days will begin upon depletion of all days of leave time earned by the employee on leave and will continue until the employee is cleared to return to work by a physician or has depleted donated days of leave. Days may be donated by eligible employees and used on a day-per-day basis without regard to daily rate. Employees are to be under no obligation or pressure to contribute leave time, and such contributions are to be strictly on a voluntary basis for compassionate reasons. Donor’s names will be kept confidential. Donated days that are not used by the recipient will be re-credited to the donor.

vii. Employees who exhaust their leave earned while employed at the Conversion Charter School may have access to the balance of their leave, if any, being held by Sponsor on the following conditions: That the Superintendent or Management Company Representative of the Conversion Charter School certify to the Sponsor that the employee has exhausted his or her leave earned while employed at the Conversion Charter School, and is or has been out for more than ten (10) consecutive days due to reasons of illness or injury; that the Superintendent or Management Company Representative has received medical verification to substantiate the need for the leave. If the conditions are met, the employee shall be permitted to utilize and be paid for by Sponsor for leave days used until the employee is able to return to work, but only to the extent that such days are being held by the Sponsor.

viii. The Superintendent or Management Company Representative may require a doctor's statement of verification of illness.

ix. A false claim for sick leave shall be grounds for dismissal by the Board.

c. **Catastrophic Illness or Injury Leave** --
   i. A catastrophic illness or injury shall be defined as a medical condition not covered by Workers' Compensation requiring absence from work greater than fifty (50) working days of consecutive absence for a single illness or injury.
   ii. An employee who sustains a catastrophic illness or injury may apply for and receive for use on a matching basis supplementary catastrophic illness or injury leave not to exceed the number of regular, unused sick leave days that the employee had accumulated on the first day of the regular sick leave applied to the catastrophic illness or injury. **Section (2)(D) excludes absences due to injury covered by Workers Compensation.**
   iii. Two (2) medical verifications of such catastrophic illness or injury shall be required. Employees shall fully cooperate with the Governing Board and shall authorize the release of any medical records necessary. The Governing Board shall satisfy itself that any claim for catastrophic illness or injury leave is legitimate and correctly states the facts. The Board may at its expense require an independent medical examination.
   iv. The Governing Board's granting of matching leave days shall begin on the fifty-first (51) scheduled work - day of catastrophic illness or injury.

d. **Injury or Illness In-Line-of-Duty Leave**.-- An employee who is absent due to injuries or illness clearly received in the discharge of assigned duties shall be entitled to additional sick leave benefits as hereafter provided:
   i. An employee who is injured in-the-line-of-duty may be entitled to a maximum of 10 non-cumulative leave days which shall not be charged against the employee's sick leave balance. This LOD leave will not exceed ten (10) school/business days per injury and ten (10) school days per school year. Requests for this leave shall be made on TDE Leaves form (STACI Form 032) available in the Personnel office
   All claims for such leave must clearly substantiate an injury received in carrying out assigned duties. Additionally, such paid leave shall only be awarded for the duty days for which the employee has been actively employed. After ten (10) school days have been exhausted, the employee may apply for unpaid leave if eligible.
      A. Leave will not be payable under this section if the injury occurs while the employee is intoxicated, or; while under the influence of any narcotic drug, barbiturates, or other stimulus not prescribed by a physician, to such extent as to deprive the employee of normal faculties to drive, be in actual physical control of, or operate, while on duty, any automobile, truck, or other vehicle, and the injury is caused primarily by the intoxication or impairment of the employee.
      B. Leave will not be payable under this section to an employee when that employee willfully or intentionally causes injury to self or to others while on duty.
      C. If the injury is caused by the intentional refusal of the employee to properly use equipment or observe safety rules required by statute or this District, and said rules have been reviewed by the employee prior to the accident, compensation as provided by Fla. Stat. § 440.09(4) shall be reduced by twenty-five (25) percent.
   ii. When an employee can clearly demonstrate that the contracting of a disease was from the school center or department to which assigned, then the employee may qualify for a maximum ten (10) days of non cumulative illness in-line-of-duty leave.
   iii. An absence for illness in-line-of-duty leave may be granted when the employee can clearly demonstrate the contracting of an infectious or contagious disease at the work location for which inoculations are not available and exclusive of upper respiratory infections or complications there from. Common colds, influenza or other illnesses common to the public are not to be considered as illness in-line-of-duty. Further, this contagious disease must be exclusive of upper respiratory infections or complications there from and must be one for which inoculations are not available.
   iv. In cases of unusual illness or injury in-the-line-of-duty, an employee may make a request to the Superintendent or Management Company Representative, or his designee, for additional compensated leave days. If the Superintendent or Management Company

Representative or designee is satisfied that the condition warrants, additional leave days shall be authorize

v. An employee who has claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall notify the Superintendent or Management Company Representative or department head as soon as such illness or injury is apparent and shall file a claim by the end of each month or pay period as requested during which such absence has occurred. The Governing Board shall satisfy itself that the claim correctly states the facts and that such claim is entitled to payment. An employee who has a claim under this policy shall fully cooperate with the Board and shall authorize the release of any medical records as necessary.

e. **Temporary Military Leave**.-- If the obligation for temporary military service cannot be met outside the time of contractual employment, temporary leave for military service with the United States Armed Forces or the Florida National Guard will be granted with pay not to exceed seventeen (17) days in any one annual period of compensation as provided in Fla. Stat. § 115.07, or the member of the staff may request uncompensated military leave. All efforts should be made to prevent such leave being taken during the time school is in session. Requests for temporary military service should be made by letter and filed with the Superintendent or Management Company Representative **or designee** for Board action. If possible, this shall be done prior to the Board meeting preceding the date of leave.

f. **Regular Military Service Leave**.-- An employee who is required to serve in the United States Armed Forces or the Florida National Guard shall be granted military leave. Other than temporary personnel, an employee granted military leave shall receive full remuneration for the first thirty (30) days of active duty. After the initial thirty (30) day period, the employee shall receive partial pay in the amount equal to the amount necessary to bring the employee's military pay up to the level of his/her civilian pay minus supplements. The period of full pay and partial pay, collectively, shall continue for one calendar year and, thereafter, only at the discretion of the Superintendent or Management Company Representative or his/her designee and upon the approval of the Board, based on the requirement of the efficient operation of the Academy and consideration what is fair to the employee.

i. While on active duty, the employee shall retain all seniority rights, efficiency ratings, promotional status, salary classification, pension benefits, and retirement privileges, as if continuously employed. Upon returning to the school system following completion of duty in the armed forces, the employee shall be treated as not having had a break in service. During the period in which the employee receives partial compensation, however, the employee shall not accrue additional sick, annual vacation, or personal days. During the partial-pay period, such employees will be treated as personnel on approved leave of absence; they shall be given the option of converting to military benefits or retaining their medical, dental, and/or vision benefits by paying full premiums.

ii. Upon proper request for reemployment after returning from military service, an employee must be promptly reemployed.

iii. Under 38 U.S.C. Chapter 4301, an employee returning from military service must normally report to work and request reemployment within the following timeframes.

A. For service of 30 days or less, not later than the beginning of the first full regularly scheduled work day following completion of service, after allowing for an eight (8) hour rest period following safe return to the place of residence.

B. For service of 31 days or more but less than 181 days, within 14 days after completion of service.

C. For service of 181 days or more, not later than 90 days after completion of military service.

iv. During a non-instructional employee's absence on military leave, the position may not be filled by an interim employee during the first 90 days.

g. **Professional Leave**-- Professional leave, as defined in SBER 6A-1.081, is leave granted to an employee to engage in activities which will result in professional benefit, advancements or job effectiveness including earning of college credits and degrees, or that will contribute to the

profession of teaching. Subject to budgetary constraints, an employee may be granted three (3) consecutive weeks of professional leave during any fiscal year with compensation; such leave shall be cumulative not to exceed thirty (30) work days or not to exceed six (6) weeks. A professional leave request is made on South Tech Charter Academy, Inc. Leave of Absence form available in the Personnel office.

3. **Unpaid Leaves--** Initial requests and extension requests for leave of absence without pay for more than ten (10) days shall be made on TDE Leaves form (STCAI Form 032) available in the Personnel office.
   a. **Voluntary Military Service Leave/Extended Service**.-- When an employee enters into active duty in the armed forces for temporary duty, training duty, or extended periods of service, military leave must be granted under the requirements of 38 U.S.C. Chapter 43
   b. **Leave for Political Campaigning**.-- Any person who has filed to run for political office and is desirous of personal leave for political reasons shall make application for such leave and shall be entitled to personal leave. The person shall not be restricted to one leave during a political campaign; however, if possible, leave shall be requested for the duration of the campaign. Leave shall be taken for all absences for political campaigning.
   c. **Personal Leave**.-- An employee requesting short-term or long-term personal leave shall make written application to the Superintendent or Management Company Representative, stating reasons for such leave. The Board shall satisfy itself in terms of the need for a requested leave.
      i. Personal leave may be used to extend a leave of absence due to sickness when that sickness has extended beyond all compensable leave for the duration of up to one (1) calendar year when supported by doctor's statements verifying the necessity of the extended leave.

      ii. An employee requesting return to duty who has served efficiently and exhibited those qualities called for in the position held prior to such leave will be given every consideration for reemployment provided the conditions of employment have been met and the request is supported by a doctor's statement certifying that his physical condition is satisfactory to return to normal duties.
   d. **Maternity/Recovery and Child Care**.-- As set forth in greater detail in School Board Policy 3.76, an employee who is pregnant, adopting a child, or is receiving a foster child into the home, may request and be entitled to a leave of absence without pay for maternity or child care reasons to begin anytime during pregnancy (normally after recovery) or, in the case of adoption or foster child care, the receipt of custody. Requests are to be submitted on a Maternity Request for Leave without Pay form (STCAI form 1666) available in the Personnel office**.** Leave may be granted for the remainder of the employee's term of appointment and may be extended for one (1) additional year provided that the total time away from the job is not more than eighteen (18) months. It is the responsibility of the employee to keep the supervisor informed so that appropriate administrative arrangements can be made prior to return to duty.
   e. **Domestic Violence—**
      i. Pursuant to Fla. Stat. § 741.313, if the employee, or a family or household member of an employee, is the victim of domestic violence, said employee may request and take up to three (3) working days of unpaid leave from work in any 12-month period for the following reasons:
         A. to seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
         B. to obtain medical care or mental health counseling, or both, for the employee, or a family or household member, to address physical or psychological injuries resulting from the act of domestic violence;
         C. to obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
         D. to make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; and/or

E. to seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.

ii. Except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member, an employee seeking leave from work under this section must provide to his or her employer notice, as appropriate, along with sufficient documentation of the act of domestic violence.

iii. An employee seeking leave under this section must, before receiving the leave, exhaust all personal leave, and sick leave, if applicable, which is available to the employee.

iv. All information relating to the employee's leave under this section is confidential and exempt from disclosure to the extent authorized by Florida law.

Authority:	Fla. Stat. §§ 1001.32920; 1001.41(1)(2); 1001.43(11); 1012.22(2); 1012.23(1); 1012.61(2)(e); 1012.66; * South Tech High School Charter, Part V, Section 28.0 (H)
Implemented:	§§ 115.07; 741.313; 1001.32(2);1002.33(12)(e); 1012.61; 1012.62; 1012.63; 1012.64; 1012.65; 1012.66; 1002.33(12)(e), Fla. Stat.; Family and Medical Leave Act of 1993, 29 U.S.C. § 2602 et seq., 29 C.F.R. Part 825; Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. § 4301 et seq
History:	New: 7/01/2004; Revised: 2/03/2005, 7/07/2005, 6/01/2006, 12/07/2006, 3/ 06 /2008, 3/11/2010; 12/14/17
Reference:	Palm Beach School District Policy 3.80

EMPLOYEES AND INFECTIOUS DISEASE OR HUMAN IMMUNDEFICIENCY VIRUS (HIV) INFECTION

1. Infectious Disease
   a. Infection Control
      i. Education agencies shall conform to standards promulgated by the U.S. Occupational Health and Safety Administration for the prevention of blood borne infections.
      ii. All employees are required to correctly and consistently follow infection control guidelines in all settings and at all times. Equipment and supplies needed to apply infection control guidelines are available through the district warehouse. Employees whose job classification is included in category one (1) or category two (2) of the District's exposure control plan will be offered hepatitis B vaccinations at no cost.
      iii. When an employee has a communicable disease that endangers others, school authorities, in concurrence with the medical director for school health and the department of epidemiology at the local health department, shall inform the individual of appropriate action. Follow-up must not violate any person's privacy.
   b. Staff Development
      i. All employees identified in category one (1) or category two (2) job classifications shall participate in an annual blood borne pathogens exposure control program that provides guidance on infection-control procedures.
   c. Athletics.
      i. All employees must consistently adhere to infection control guidelines in locker rooms, at play, and in athletic settings.
      ii. All physical education teachers and athletic program staff must complete regularly scheduled approved cardio-pulmonary resuscitation ("CPR") and first aid courses that include implementation of infection control guidelines.
2. Reasonable Accommodations
   It is recognized that employees with any illness may wish to continue to work. As long as employees are able to meet acceptable performance standards and medical evidence indicates that their condition is not a threat to themselves or to others, they shall be assured continued employment. If it becomes necessary, reasonable accommodations shall be made to enable the qualified individual to continue to work. All information regarding the health of any employee shall be held in strict confidence and released only to those who have a legitimate need to know.
3. Protection of Employees
   a. Provisions shall be made for reasonable accommodations to infected board employees.
4. Continued Employment
   a. Employees with any illness, including persons with infectious diseases, shall be assured continued employment as long as they are able to meet acceptable performance standards and medical evidence indicates that their condition is not a threat to themselves or others.
   b. If it becomes necessary, reasonable accommodations shall be made to enable the qualified individual to continue to work.
5. Disclosure
   Employees of the board may not be compelled or required to reveal, disclose, or report that they have been tested for and/or determined to be infected by the HIV or AIDS or to submit to testing for HIV
6. Confidentiality
   If the Academy Superintendent or Management Company Representative receives notice pursuant to § 384.25(5), Fla. Stat., that an employee has tested positive for HIV/AIDS, the confidentiality requirements of § 384.29, F.S., shall be strictly adhered to.
   a. No statement, report, record or writing of any material concerning such information shall be placed in any personnel file maintained for such employee
   b. If the Academy Superintendent or Management Company Representative receives notice that an employee has tested positive for HIV/AIDS, that information shall be communicated to persons who have experienced a significant exposure to the blood or body fluids of the person(s) who are the subject of the notice. The infected employee shall be advised that such notice will be given and to whom the notice will be given. The persons so advised shall at the same time be advised of the confidentiality provisions of § 384.29, F.S., and the penalty for violation of those provisions.

c. A significant exposure to the blood or bodily fluids of a person who has tested positive for HIV/AIDS is an exposure by direct contact with the body or bodily fluid of a person who has tested positive for HIV/AIDS by another person; which exposure is of the nature which carries with it the reasonable possibility of infection of the person so exposed.
d. Records of notice of a positive test for HIV/AIDS shall be maintained separate and apart from any files generally accessible by district employees or board members and any file which may be subject to public inspection under Chapter 119, F.S.
e. Any employee of the board who learns that an employee of the Board has tested positive for HIV/AIDS will not communicate that information to any other employee, or the general public, or news media, or directly contact the person who has tested positive about the test results.

Authority: §§ 230.23(17); 230.23005, Fla. Stat

Implemented: §§ 381.004; 384.29, Fla. Stat.

History: New: 7/01/2004; Revised: 7/07/2004, 3/11/2010; 12/14/17

Reference: Palm Beach School District Policy 3.81

South Tech Charter Academy, Inc. Board Policy **3.84**

EMPLOYMENT OF CERTIFIED PERSONNEL

1. Each person employed as a member of the instructional staff of this district shall be properly certificated.
2. It shall be the responsibility of the individual to obtain current information regarding requirements for the temporary and professional certificates by contacting the district's certification office or the Florida Bureau of Teacher Certification, Tallahassee, Florida 32399-0400.
3. The Academy Superintendent or Management Company Representative shall promulgate administrative directives specifying the responsibility of personnel to obtain and maintain valid Florida certification in accord with state statutes and Florida Department of Education rules.

Authority: 1002.33 FS

Implemented: 1002.33 FS

History: 7/01/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

Reference: Palm Beach School District Policy 3.84

EMPLOYMENT OF SUBSTITUTE, TEACHERS, TEACHERS OF ADULT EDUCATION, AND NON-DEGREED TEACHERS OF CAREER PROGRAMS

The Board authorizes the Academy Superintendent or Management Company Representative to employ substitute teachers, teachers of adult education, and non-degreed teachers of career programs.

All the above referenced teachers must file a complete set of fingerprints as stipulated for employment, and as required by Fla. Stat. § 1012.39.

Non-degreed substitute teachers are required to show evidence of a minimum of (30) semester hours of college credit. Compensation for substitute teachers can be found on the district's website at: http://www.palmbeach.k12.fl.us/jobs/publications/salaryhandbook.htm, and that document is incorporated herein by reference**.**

For adult and career program teachers, as provided by law**,** a bachelor's degree or the appropriate license and/or verifiable work experience is required.

The above-referenced teachers must meet the requirements for their position and follow the employment procedures as set in Florida Statutes and State Board of Education Rules, including, but not limited to Fla. Stat. §§ 1012.24, 1012.35, 1012.39, and 1012.43; and
SBER 8A-1.052, 8A-2.053, 6A-4.001, 6A-6.010, and 6A-6.014.

Authority:	Fla. Stat. §§ 1001.41(2), 1001.43(11), 1012.23(1), 1012.39
Implemented:	Fla. Stat. §§ 1012.22, 1012.24, 1012.35, 1012.39, 1012.43
History:	New: 7/01/2004; Revised: 7/07/2005, 09/06/2007, 3/11/2010; 12/14/17
Reference:	Palm Beach School District Policy 3.85

DRUG AND ALCOHOL FREE WORKPLACE

1. **Purpose and Scope**
   a. The Governing Board of South Tech Charter Academy, Inc. Inc. hereby affirms its commitment to maintaining a drug-free workplace. The term "drug-free" includes "alcohol–free".
   b. A drug-free awareness program, such as that provided by **Total Compliance Network, Inc**. **(TCN),** is hereby established and will be implemented by the South Tech Charter Academy, Inc. Superintendent or Management Company Representative by implementation of this Policy and the provisions of Fla. Stat. §§ 440.101 and 440.102 and rules for the Agency for Health Care Administration (the Drug-Free Workplace Standards set forth in Fla. Admin. Code Rules 59A-24.003 – 59A-24.008).
      i. Before testing is initiated under this Policy, each current employee, applicant, and volunteer will be provided a copy of a **Policy Statement/Notice**, (to be supplied by TCN), which is incorporated in this Policy by reference in compliance with Fla. Stat. § 440.102(3)(a).
      ii. Pursuant to Fla. Stat. § 440.102(3)(b), there will be a 60-day period between the notice to employees, applicants, and volunteers that a drug-testing program is being implemented, and the beginning of actual drug testing. For good measure, the Academy will issue a second notice to employees during that 60-day period.
      iii. This Policy shall apply to all Academy employees, job applicants, and volunteers, as defined in section (2) below, except those subject to Palm Beach School District Policy 3.961. All job applicants will be provided a copy of drug-free workplace notice with a conditional offer of employment and all volunteers will be provided a copy of the notice before any volunteer activities are performed. Each employee will sign an acknowledgment of receipt and understanding of the drug-free workplace policy statement/notice, and that acknowledgment will be retained in the employee's personnel file. Copies of a drug-free workplace notice shall be posted in prominent locations in Academy buildings.

   c. Through the establishment of a standard drug-testing program, all employees, job applicants, and volunteers shall be subject to drug testing as a condition of employment or may be a condition of commencing volunteer activities under the terms and circumstances described in this Policy. Employees who violate this Policy shall be subject to disciplinary action, up to and including termination of employment, consistent with the applicable collective-bargaining agreement, if any. Job applicants who violate this Policy will not be hired; and volunteers who violate this Policy will not be allowed to perform further volunteer service.

   d. Prohibited under this Policy are the unlawful manufacture, distribution, dispensation, possession, or use of drugs (including alcohol or controlled substances), as listed in Fla. Stat. § 440.102 or defined by Fla. Stat. Chapter 893), on District property or while on duty.

   e. Reporting for duty or remaining on duty under the influence of drugs (alcohol or a controlled substance) is prohibited, except when the use of a controlled substance is pursuant to the prescribed instructions of a licensed medical practitioner who has advised the individual that the substance will not adversely affect the individual's ability to safely perform all assigned duties

   f. Off-the-job use or involvement with illegal drugs, alcohol, or other controlled substances may also subject an employee to disciplinary action under applicable Board Policies such as 3.12 and 3.13; applicable State Board of Education Rules such as 6B-4.009(2), (5); and the applicable collective-bargaining agreement, if any.

   g. Through the implementation of this Policy, the Board intends to comply with and be subject to current and future requirements contained in the Drug-Free Workplace Act of 1988 and Fla. Stat. §§ 440.101 and 440.102. The standards and procedures contained in this Policy are separate from all tests and procedures contained in Palm Beach School District Policy 3.96.1 (addressing holders of safety-sensitive positions and commercial drivers' licenses) because, under federal regulations in 49 C.F.R. part 40, drug tests for purposes of Department of Transportation policies must be separate from non-DOT tests in all respects.

2. **Definitions -** For the purpose of this Policy, the following terms shall be defined as indicated:
   a. **Alcohol** - Any beverage, prescription, over-the-counter medication, or other product containing any form of alcohol, including, but not limited to, ethanol, methanol, propanol, and isopropanol.
   b. **Alcohol Use** -The drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.
   c. **Alcohol Test -** Analysis of a blood sample to determine the blood alcohol level (BAL), as distinguished from the more general term "drug test."
   d. **Applicant** - Any individual who has applied for a position with the Academy and has been offered employment conditioned upon successfully passing a drug test
   e. **Blood Alcohol Level -** The alcohol level as expressed in terms of milligrams of alcohol per 100 milliliters of blood; "0.04" indicates four tenths of a percent of the blood serum in the sample is alcohol. Blood samples will be used for both initial and confirmation testing for BAL under this Policy. (BAL testing under Palm Beach School District Policy 3.96.1 shall be as prescribed in that Policy.)
   f. **Chain of Custody -** The procedure used to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition for all specimens by an appropriate drug testing custody form that documents custody of the specimen from collection to receipt by the laboratory and handling of the sample or sample aliquots (a portion of a specimen used for testing) within the laboratory.
   g. **Confirmation Test for Alcohol -** A second test (following an initial alcohol test with a result of four one-hundredths BAL (0.04) or greater) that provides specific quantitative data for alcohol.
   h. **Confirmation Test for Drugs** (Other than Alcohol) - A second analytical procedure, following an initial drug test, used to confirm the presence of a specified drug or metabolite in a specimen through a different technique and chemical principle from that of the screen test to ensure specificity, sensitivity, reliability, and quantitative accuracy. Gas chromatography/mass spectrometry ("GC/MS") is the only authorized confirmation test for cocaine, marijuana, opiates, amphetamines, and phencyclidine.
   i. **Confirmed Test or Confirmed Drug Test**.- A screening result confirmed by a second analytical procedure used to confirm the presence of a specified drug or metabolite in a specimen through a different technique and chemical principle from that of the screen test to ensure specificity, sensitivity, reliability, and quantitative accuracy. Gas chromatography/mass spectrometry ("GC/MS") is the authorized confirmation test for cocaine, marijuana, opiates, amphetamines, and phencyclidine.
   j. **Drug Rehabilitation Program -** A service vendor that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse through the District's Employee Assistance Program ("EAP").
   k. **Drug Test**.- A chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Florida Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug (including alcohol) or its metabolites. South Tech Charter Academy, Inc. will use the services of Total Compliance Network, Inc. The Academy shall pay for all drug tests, initial and confirmation, that it requires of employees. Employees must pay for any additional tests not required by the Academy. A urine sample will be used for the initial and confirmation tests for all drugs and substances (except alcohol, for which blood samples are used).
   l. **Drug (hereinafter, Drugs or Controlled Substance(s))**.-- Alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate or narcotic; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this subsection. The District may test an individual for any or all such drugs.
   m. **Employee** -The term "employee" means any person who works for the Academy for salary, wages, or other remuneration.

n. **Employee Assistance Program ("EAP") -** An established program capable of providing expert assessment of an employee's personal concerns; confidential and timely identification services for employee drug or alcohol abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work.
o. **First Offense** - An initial violation of this drug-free workplace Policy whether it involves drugs or alcohol.
p. **Fitness for Duty** - As Fla. Stat. § 440.101(2) requires that **"**an employee [shall] refrain from reporting to work or working with the presence of drugs or alcohol in his or her body,**"** for purpose of this Policy "fitness for duty" means being in a mental and physical condition appropriate for work, including but not limited to being sober in accordance with this Policy. The term also applies to applicants (meaning fitness to begin working for the Academy) and volunteers (fitness to continue serving in volunteer functions).
q. **Initial Drug Test**.- A sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using a scientifically accepted method approved by the U.S. FDA or the Florida Agency for Health Care Administration.
r. **Medical Review Officer (MRO)** - A licensed physician, employed with or contracted by the Academy, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
s. **Positive Breath Test**.- A test showing a concentration of four one-hundredths (0.04) BAC or above
t. **Reasonable-Suspicion Drug Testing** - Drug testing based on a belief that an employee, applicant, or volunteer is using or has used drugs in violation of this Policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience.
u. **Screening Test** (also known as an **Initial Test** or **Initial Drug Test**) - In alcohol testing, an analytical procedure to determine whether an employee, job applicant, or volunteer may have a prohibited concentration of alcohol in his/her system. In controlled substance testing, an immunoassay screen to eliminate "negative" urine specimens from further consideration.
v. **Second Offense -** Any violation of this drug-free workplace Policy (whether by alcohol or other drugs) following the initial violation, whether either violation involves alcohol or other drugs, constitutes the second offense
w. **Specimen -** Tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the U.S. FDA or the Florida Agency for Health Care Administration.
x. **Substance Abuse Professional ("SAP") -** A person with knowledge of and clinical experience in the diagnosis and treatment of drug-related disorders who evaluates employees and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
y. **Volunteer** - An individual who offers services to the Academy without remuneration.

3. **Notice of Conviction**.-- In addition to any separate requirements of Policy 3.13 ("Self-Reporting of Arrests and Convictions by South Tech Charter Academy, Inc. Employees"), an employee convicted of a violation of any criminal drug statute for conduct that occurred on Academy property shall notify the South Tech Charter Academy, Inc. Superintendent or Management Company Representative within five (5) working days after the conviction. Within ten (10) working days of receipt of such a notification, the Superintendent or Management Company Representative will notify the U.S. Department of Education of the conviction, as prescribed in 41 U.S.C. § 702.

4. **Prohibited Conduct -** The following types of conduct are expressly prohibited for all employees, applicants, and volunteers and shall result in disciplinary action up to and including termination of employment (or termination of volunteer services), consistent with the applicable collective-bargaining agreement, if any.

a. **On-Duty -** No employee, applicant, or volunteer shall use drugs, including alcohol, while performing their duties. The manufacture, distribution, dispensation, possession or use of drugs (including alcohol) on Academy property or while on duty is prohibited, except as otherwise permitted in this Policy under medical prescription under Section (4)(c), above.
b. **Off-the-Job -** Off-the-job use or involvement with illegal drugs, alcohol, or other controlled substances may subject an employee to disciplinary action under applicable Board Policies such as 3.12 and 3.13; applicable State Board of Education Rules such as 6B-4.009(2), (5); and the applicable collective-bargaining agreement, if any.
c. **Controlled Substance(s)/ Drug/Alcohol Use or Abuse -** No employee or volunteer shall report for duty or remain on duty while under the influence of, or impaired by, drugs (including alcohol)--as may be shown by the behavioral, speech, or performance indications of use or abuse--or any controlled substance except when the use is pursuant to prescribed instructions of a licensed medical practitioner who has advised the individual that the substance will not adversely affect the individual's ability to safely perform all work duties. As a condition of employment, employees are required to remain away from the place of duty and off school property if under the influence of drugs.
d. **Alcohol Concentration -** No employee shall report for duty or remain on duty while having an blood alcohol concentration of four one-hundredths (0.04) or more.
e. **Use Following an Accident** - No employee or volunteer involved in an on-the-job vehicular or other work-related accident shall use alcohol for eight (8) hours following the accident, or until after undergoing a post-accident alcohol test, whichever occurs first. This subsection shall be construed consistent with subsections (4)(b) and (c).
f. **Refusal to Submit to a Required Drug Test**.- Following an on-the-job vehicular or other work-related accident, no employee shall refuse to submit to a post-accident drug (alcohol or controlled substances) test; nor shall an employee refuse to submit to a reasonable suspicion drug test, a fitness for duty drug test, or a follow-up drug test. Failure to complete and sign testing form(s), to provide an adequate specimen, or other failure to cooperate with the testing process in a way that prevents the completion of the test shall be considered a refusal to test and shall be deemed a positive test result. Any attempt to adulterate a specimen or provide a specimen that is adulterated shall also be considered a refusal to test and will be deemed a positive test result. Any obstruction to and lack of cooperation with the testing process shall be considered a refusal to test and deemed a positive test result.
g. **Testing Positive** - No employee or volunteer shall report for duty or remain on duty after testing positive for alcohol or other drugs, until cleared to return. While waiting for clearance, the employee shall be placed in a non-duty status. From the time the test is confirmed positive, the non-duty status shall be unpaid; but the employee shall be given the option of using any accumulated annual or sick leave credits before the leave is ordered to be without pay (unless the employee is incarcerated, in which case annual or sick leave is not an option), and the District will restore the leave hours taken (or the unpaid wages if leave hours were not used) if an appeal under Section (10) shows the confirmed positive test was due to another reason such as prescription or nonprescription medication lawfully taken.

5. **Testing Procedures -** All drug testing will be conducted by a South Tech Charter Academy, Inc.-designated laboratory (**Total Compliance Network, Inc.)** that is licensed and approved by the Agency for Health Care Administration (AHCA) or is certified by the U.S. Department of Health and Human Services. The testing will be conducted with appropriate chain of custody procedures as specified by AHCA to ensure accuracy and continuity in specimen collection, handling, transfer, and storage.

6. **Referral for Testing** -Appropriate notification and testing forms will be provided to employees, job applicants, and volunteers before drug testing.

7. **Voluntary Self-Referral/Rehabilitation** - At any time before notification of a required test, an employee is encouraged to contact the District's EAP for voluntary treatment of a substance problem. Such employees may be required to submit to compliance testing as part of the treatment program. Voluntary self-referral made at the time of notification shall not excuse an employee from required drug/alcohol testing, nor shall it negate a positive result from such test. An employee will not be subject to discharge or disciplinary action solely on the basis of voluntary self-referral for treatment.

8. **Kinds of Testing** - Random testing of employees shall not be conducted, except for those employees subject to Palm Beach School District Policy 3.961. To maintain a drug-free work environment, the Academy will test for the presence of drugs, including alcohol, in the following circumstances:
   a. **Pre-Employment Screening** - Pre-employment screening will be required of all applicants before employment with the Academy. Any applicant who tests positive in the pre-employment screening for a drug as defined in this Policy will not be hired and is not eligible to re-apply for employment with the Academy for one year following the confirmed positive test. Similarly, a person applying to be a volunteer may be subject to pre-service screening in some cases, based upon whether the volunteer applicant has a known history of substance abuse, alcohol, or other drug-related problems.
   b. **Reasonable Suspicion**
      i. All employees/applicants/volunteers who are determined to be under reasonable suspicion of drug use are required to take a drug test. Reasonable suspicion shall be determined by a supervisor at least one level above the individual to be tested. The circumstances supporting that determination must be drawn from specific objective and articulable facts that shall be documented in writing. Reasonable suspicion may include, but is not necessarily limited to, the following examples:
         A. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug. Physical symptoms or manifestations may include, but are not limited to, slurred speech, alcohol odor on breath, unsteady walking and movement, poor coordination and/or reflexes, glassy or bloodshot eyes, physical altercations, verbal altercations, or unusual behavior;
         B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
         C. Credible documented evidence that an individual has tampered with a drug test during the term of employment;
         D. Credible documented information that an employee has caused, or contributed to, an accident while at work; or
         E. Credible documented evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on South Tech Charter Academy, Inc. premises or while operating the Academy's vehicle, machinery, or equipment.
      ii. Where testing is based on reasonable suspicion, the supervisor will detail in writing the circumstances that formed the basis of the reasonable suspicion determination. A copy of this written description shall be given to the employee/applicant/volunteer upon request and the original documentation shall be kept confidential and exempt from the provisions of Fla. Stat. § 119.07(1), as provided in Fla. Stat. § 440.102(8), and retained for at least one year.
   c. **Post-Accident Reasonable-Suspicion Test**
      i. As soon as practicable under the following circumstances, post-accident reasonable-suspicion testing will be done on all employees/applicants/volunteers who are involved as a driver in any vehicular accident while performing their duties:

A. on a surviving employee/applicant/volunteer when an accident results in loss of human life. The employee/applicant/volunteer need not have been cited for a moving traffic violation or deemed at fault to be subject to testing under this paragraph.
B. when an employee/applicant/volunteer receives a citation for a moving violation(s) and one (1) or more of the vehicles involved in the accident is towed from the scene of the accident; or
C. when an employee/applicant/volunteer receives a citation for a moving violation(s) and one (1) or more persons involved in the accident received medical treatment away from the scene of the accident.

ii. An employee, applicant, or volunteer who is subject to reasonable suspicion post-accident testing shall remain readily available for such testing. Failure or refusal to be available for testing may be deemed by the Academy as a refusal to submit to testing. As stated in Fla. Stat. § 440.101(2), **"**. . . it is a condition of employment for an employee to refrain from reporting to work or working with the presence of drugs or alcohol in his or her body and, if an injured employee refuses to submit to a test for drugs or alcohol, the employee forfeits eligibility for medical and indemnity [workers compensation] benefits.**"** This provision shall not be construed as requiring the delay of necessary medical attention for injured persons following an accident or impeding an employee/applicant/volunteer from leaving the scene of an accident to obtain necessary assistance in responding to the accident or to obtain necessary emergency care.
iii. If alcohol testing is not administered within eight (8) hours following an accident, the Academy may not conduct alcohol testing based on the accident provision. Likewise, if other drug testing is not administered within thirty-two (32) hours following the accident, the Academy may not conduct controlled substance testing based on the accident provision. The Academy is required to document those instances when testing is not timely conducted according to the time frames noted above.
iv. Following an accident, the Academy will provide the employee, applicant, or volunteer transportation to a testing facility by a person designated for that purpose. After testing, the employee/applicant/volunteer will be transported to the place of residence.
v. An employee pending results of a post-accident drug test shall be placed in a non-duty status and required to use annual or sick leave (the non-duty status shall be unpaid if the employee does not have such leave hours available). If an alcohol test yields a result of less than four one-hundredths (0.04) BAL or a controlled substances test yields a negative result, the Academy will restore the leave hours taken (or the unpaid wages if leave hours were not used). A volunteer pending post-accident test results will be placed in a non-duty status on a similar basis.
vi. Notwithstanding the absence of a reasonable suspicion alcohol test under this section, the Academy shall not permit an employee or volunteer involved in an accident described above to perform or continue to perform duties until:
A. an alcohol test is administered and the employee's alcohol concentration measures less than four one-hundredths (0.04) BAL; or
B. twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the prohibitions of this Policy concerning the use of alcohol.
vii. The results of a post-accident drug test administered by federal, state, or local officials having independent authority for the test may be used to satisfy this section, provided the test complies with applicable federal, state, or local requirements and the results of the test are timely obtained by the Academy.

d. **Fitness for Duty** - For purposes of this Policy, all employees or volunteers who are subject to a fitness-for-duty medical examination may be required to take a drug test (including a blood alcohol level test) as part of their medical examination.
e. **Follow-up Testing** - All employees who have successfully completed an employee assistance program or a drug or alcohol rehabilitation program and return to duty must submit to unannounced drug and alcohol tests at least once a year for a two-year (2-year) period after

completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

9. **Results Reporting**
   a. The Medical Review Officer (MRO) shall contact the tested employee, applicant, or volunteer directly on a confidential basis before confirming a positive initial test result.
   b. The MRO shall give the employee/applicant/volunteer an opportunity to discuss the initial test result. If the MRO makes reasonable, documented efforts to reach the employee/applicant/volunteer and is unable to do so, the MRO shall inform the Academy's designated representative, who shall then direct the tested employee/applicant/volunteer to contact the MRO as soon as possible.
   c. If, after making all reasonable efforts, the Academy's designated representative is unable to contact the employee/applicant/volunteer, the District may place the employee on temporary medically unqualified status or medical leave. (or may place an applicant or volunteer on similar temporary status).
   d. The MRO communication with the tested employee/applicant/volunteer is important to the confirmation of a positive test result; however, in three (3) circumstances the MRO will report a confirmation test result as positive to the District without having communicated directly with the employee/applicant/volunteer:
      i. the employee/applicant/volunteer declines the opportunity to discuss the test with the MRO;
      ii. the Academy representative has successfully contacted the tested employee/applicant/volunteer and provided specific notice to communicate with the MRO and more than five (5) working days have passed since the contact and notice by the Academy; or
      iii. neither the MRO nor the Academy representative, after making all reasonable efforts, has been able to contact the individual within fourteen (14) calendar days of the date on which the MRO receives the confirmed positive test result.
   e. Following the confirmation of a positive test result, the MRO shall refer the case to the Academy's Personnel Manager pursuant to Fla. Stat. § 440.102(5)(h).
   f. After the MRO reporting of a confirmed positive test result to the Academy, the tested employee/applicant/volunteer may contact the MRO and present information documenting the reasons (serious illness, injury or other circumstances) that prevented the employee/applicant/volunteer from communicating with either the MRO or the Academy representative regarding the initial test and the need for a confirmation test. The MRO may, in such cases, reopen the confirmation determination and allow the individual to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO will revise the previous positive determination and declare the test to be negative.
   g. The Academy shall provide, upon request, a copy of the test results to the tested employee, volunteer, or job applicant.

10. **Challenges to Test Results**
    a. A positive test result does not automatically identify an employee/applicant/volunteer as having used drugs in violation of this Policy; therefore, providing the MRO (through, or on behalf of, the Academy) with detailed knowledge of possible alternative explanations is important to the review of results and is the responsibility of the employee/applicant/volunteer.
    b. Pursuant to Fla. Stat. § 440.102(5)(h), within five (5) working days after receipt of a positive confirmed test result from the MRO, the Academy shall inform the employee/applicant/volunteer in writing of such positive test result, the consequences of such results, and the options available to the employee/applicant/applicant. One of those options is that within five (5) working days after receiving notice of a positive confirmed test result, the employee/applicant/volunteer may submit information to the Academy (or MRO in the Academy's stead) explaining or contesting the test result, and explaining why the result does not constitute a violation of this Policy. If the employee's/applicant's/volunteer's explanation or challenge of the positive test result is unsatisfactory to the Academy, or MRO on the Academy's behalf, a written explanation as to why the explanation is unsatisfactory, along with

the report of positive result, shall be provided by the Academy to employee/applicant/volunteer.

c. Additionally, consistent with Fla. Stat. § 440.102(5)(h) and (6)(d), the MRO, on behalf of the Academy, shall notify an employee/applicant/volunteer whose test result has been confirmed as positive of the right to request an independent analysis within seventy-two (72) hours. If the employee requests the independent analysis within seventy-two (72) hours, the MRO shall take appropriate action to direct the analysis. Such independent analysis shall be conducted by "split specimen," at the employee's/applicant's/volunteer's expense, with sufficient specimen being retained for later verification testing. If the employee/applicant/volunteer fails to contact the MRO within seventy-two (72) hours but later contacts the MRO and presents information documenting the reasons (serious illness, injury, inability to contact the MRO, lack of actual notice of a confirmed positive test result or other circumstances) that prevented the individual from timely contacting the MRO, the MRO may conclude that there is a legitimate explanation for the employee's/applicant's/volunteer's failure to contact the MRO within seventy-two (72) hours and may direct the analysis of the split specimen.
d. The tested employee/applicant/volunteer shall bear the expense of any testing of a specimen requested by that individual.
e. All aspects of the testing process, including any challenge to the testing process, will be kept confidential to the extent allowed by law, except as stated below in Section (12) of this Policy.

11. **Disciplinary Action for Positive Test Results** - A positive test result shall require the employee's or volunteer's immediate removal from duty.
    a. No employee or volunteer shall perform duties after testing positive for drugs until the terms specified in this Policy have been satisfied.
    b. An employees whose test is confirmed positive for an unlawful controlled substance (including a prohibited blood alcohol level) shall be subject to disciplinary action up to and including termination of employment, consistent with the applicable collective bargaining agreement, if any. Refusal to submit to a drug test shall be treated as a positive test result
    c. Applicants who test positive for drugs will not be hired; and volunteers who test positive will not be allowed to perform further volunteer functions.
    d. Pursuant to Fla. Stat. § 440.101(2), **"**if a drug or alcohol is found to be present in the employee's system at a level prescribed by rule adopted pursuant to this act, the employee may be terminated and forfeits his or her eligibility for medical and indemnity benefits [under Chapter 440]**"** consistent with Fla. Stat. §§ 440.102(12) and 440.102(5)(p).

12. **Confidentiality**
    a. All information, interviews, reports, statements, memoranda, and test results received or produced under the programs established by this Policy are confidential and exempt from the provision of Fla. Stat. § 119.07(1) and Fla. Const. Art. I, § 24(a). This information may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except as specified below or as required by law:
        i. upon written consent of the employee/applicant/volunteer tested (such a consent must include the name of the person to receive the information; the purpose of the disclosure; the precise information to be disclosed; the duration of the consent; and the signature of the person authorizing release);
        ii. when ordered by an administrative law judge, a hearing officer, a court of competent jurisdiction, or a professional or occupational licensing board in a related disciplinary proceeding;
        iii. the information has been placed at issue in a formal dispute or any discipline proceedings between the employer and the employee;
        iv. the information is to be used as necessary in administering an employee assistance program;
        v. the information is needed by medical personnel for the diagnosis or treatment of the employee or volunteer in the event the employee or volunteer is unable to authorize disclosure; or

vi. within various Academy or Charter Sponsor District departments when consulting with legal counsel in connection with actions related to the information or when the information is relevant to defense of a civil or administrative matter.

13. **Academy Designated Representative** - All questions concerning this Policy should be directed to the Personnel Manager or to such other Academy official as the Superintendent or Management Company Representative may designate.

14. **Notice to Employees, Applicants, and Volunteers** - The Superintendent or Management Company Representative or designee has prepared a **Notice**, referenced above in paragraph (1)(b)(i), satisfying the requirements of Fla. Stat. § 440.102(3)(a), to be distributed to all District employees, applicants, and volunteers prior to testing.

15. **Interpretation** -This Policy shall be interpreted and applied consistent with Fla. Stat. §§ 440.101 and 440.102 and applicable State rules and federal law.

16. **Required Training** - Any supervisor or other employee who is assigned the responsibility for making a reasonable-suspicion determination shall complete a training program of at least sixty (60) minutes on alcohol misuse and sixty (60) minutes on controlled substance abuse. The training should include, but not be limited to:
    a. the dangers of drug (including alcohol) abuse;
    b. the prohibition of drug (including alcohol) use or introduction into the workplace;
    c. the Board's Policy of maintaining a drug-free workplace and the types of testing that will be conducted;
    d. contact information for available drug (including alcohol) counseling and rehabilitation;
    e. contact information for the Employee Assistance program;
    f. the consequences of refusing to submit to testing;
    g. all drugs included in testing under this Policy;
    h. the procedures for challenging a positive confirmed test result;
    i. the confidentiality provisions of this Policy; and
    j. penalties to be imposed for violations of this Policy.

Authority: § 1001.41(1), (2); 1001.43(11); 440.102(7)(d), Fla. Stat.

Implemented: §§ 440.101; 440.102, Fla. Stat.; 41 U.S.C. § 701, et seq.; 34 C.F.R. Part 85.

History: New: 08/04/2005; Revised: 3/11/2010; 12/14/17

Reference: Palm Beach School District Policy 3.96

SOUTH TECH CHARTER ACADEMY, INC.

CHAPTER 5 – PUPIL PERSONNEL

5.001	Protecting Students from Harassment and Discrimination
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PROTECTING STUDENTS FROM HARASSMENT AND DISCRIMINATION

1. **General Provisions –** The Governing Board of South Tech Charter Academy, Inc. does not condone harassment or discrimination against any of its students or applicants for admission for any reason including, but not limited to, their real or perceived sex, race, color, religion, national origin, age, disability, marital status, ancestry, ethnicity, gender, linguistic preference, political beliefs, sexual orientation, or social/family background in its educational programs or admission to educational programs and therefore prohibits such discrimination against, or harassment of, any student by any Board member, school employee, consultant, agent, visitor, volunteer, student or other person in or outside the school, at school sponsored events, on school busses, and at training facilities, or training programs sponsored by the Academy or Charter School Sponsor.

2. In an effort to promote an environment free of harassment of, or discrimination against, students in order to prevent, investigate, and take prompt, equitable, and appropriate action with regard to alleged discrimination and harassment.

3. The Board believes that all students are entitled to a safe, equitable, and harassment-free school experience. Discrimination and harassment will not be tolerated and shall be just cause for disciplinary action.

4. This policy shall be interpreted and applied consistent with all applicable state and federal laws.

5. **Definitions –** For purposes of this policy, the following definitions apply.
   a. Accused/*employee* is defined as an Academy employee alleged to be responsible for the violation alleged in the complaint.
   b. *Accused/student* is defined as a student alleged to be responsible for the violation that is alleged in the complaint.
   c. *Complaint* is defined as written allegations regarding any action, policy, procedure, or practice prohibited by this policy.
   d. *Complainant* is defined as a student of, or applicant for admission to the Academy who submits a written complaint of harassment or discrimination or an individual or group submitting a complaint on behalf of a student(s).
   e. *Day* is defined as a working day and this term does not include weekends or holidays unless noted as a ”calendar day”.
   f. *Minor, or minor student* is defined as any student who has not yet attained the age of eighteen (18). *For purposes of this policy*, the term should also be construed to include an adult student who has been determined incompetent or unable to give informed consent due to disability under state law. *Note: any procedure in this policy mentioning a minor student's parent/guardian should also be construed to include an adult student's parent/guardian, if the adult student has given consent.* For example, where the policy requires giving notice to the parent of a minor student, this requirement also includes notice to the parent of an adult student who has given consent for the parent to receive the notice. The notice would also be given to the parent of any adult student who has been determined to be incompetent or unable to give informed consent due to disability under state law.
   g. *The term "Parties"* is defined as the accused student and/or accused employee, and the complainant.
   h. *Sexual orientation* is defined as the direction of one's sexual or romantic interest towards persons of the opposite sex, same sex, or both sexes.
   i. *School Official*, for purposes of this policy, is defined as Governing Board employees, Academy Superintendent or Management Company Representative, Secondary School Principal, assistant principals, teachers, Academy police officers and others who have the duty of reasonable supervision with respect to student activities.

6. **Title IX Coordinator and ada/504 Specialist** – Equal educational opportunities are guaranteed by Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973. South Tech Charter Academy, Inc. has designated the South Tech Charter Academy, Inc. Vice Principal of Curriculum and Instruction as the person responsible for ensuring students and their custodial parent(s)/guardians receive information related to discrimination and harassment.

7. **Prohibited Harassment –** For purposes of this policy, harassment occurs when conduct is sufficiently severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with a student's performance or ability to benefit from his/her education, or creates an objectively intimidating, hostile, offensive, or abusive school environment. Types of conduct which are prohibited in the Academy and which may constitute harassment include but are not limited to:
   a. Demeaning or derogatory comments, name-calling, racial slurs, jokes, threats, abusive words, gestures, or harm to an individual;
   b. Displaying visual or written material, including notes, stories, drawings, or pictures, or defacing school property or materials to demean a person;
   c. Damaging, defacing or destroying private property of any person;
   d. Bullying;
   e. Requests for sexual favors and other conduct of a sexual nature;
   f. Any act of retaliation against an individual who reports a violation of the Board's harassment and discrimination policy.

8. GRIEVANCE PROCEDURE FOR HARASSMENT OR DISCRIMINATION BY **STUDENTS** - **Investigation and Resolution of Complaints against an Accused Student**
   a. **Reporting Discrimination or Harassment –** Any student or applicant for admission who believes he/she is a victim of discrimination or harassment (or any individual, including any student, teacher, or other employee of the Academy, who has knowledge of any incident(s) involving discrimination or harassment of students) is strongly encouraged to report the incident(s) in writing to the Academy Superintendent or Management Company Representative or other Academy official or the Vice Principal of Curriculum and Instruction who is responsible for EEO/Title IX and ADA/504 compliance.
   b. The Academy Superintendent or Management Company Representative/designee shall document all complaints in writing to ensure that problems are appropriately addressed. Although this policy encourages students to use the formal written complaint process, Academy officials "should investigate all complaints and reports of harassment, whether or not the complaint is in writing", as stated by the Office for Civil Rights in *Protecting Students from Harassment and Hate Crime*, *A Guide for Schools, Part II (1999).*

   c. **Academy Superintendent or Management Company Representative Involvement –** If the Superintendent or Management Company Representative is directly and personally involved with a complaint or is closely related to a party to the complaint, then the Board Chair /designee shall be asked to conduct the investigation.

   d. **Informal Resolution –** Where appropriate, the complainant and the accused/student may agree to informally resolve the complaint. Complaints should be filed as soon as possible but no later than one hundred eighty (180) calendar days after the alleged incident (that is, within 180 days of the last act of harassment or discrimination). (Note: The Superintendent or Management Company Representative must document, in writing, any complaint, even if made informally; and the complainant must be requested to sign the writing to verify its accuracy.)
      i. The Superintendent or Management Company Representative/designee may arrange for the parties to resolve the complaint informally through a voluntary conversation between the complainant and the accused/student facilitated by the Superintendent or Management Company Representative/designee within two (2) days of receiving the complaint. Both the complainant and the accused/student may be accompanied by a person of their choice for support and guidance.
      ii. The parties shall never be asked to work out the problem directly with the accused/student unless the assistance of a counselor, teacher, administrator, mediator is provided and both parties are willing.
      iii. If the Superintendent or Management Company Representative/designee and the complainant and the accused/student (and/or their parents) agree that a satisfactory resolution has been achieved, then no further action need to be taken other than notifying the Vice Principal of Curriculum and Instruction that the matter has been resolved. However, if

complete resolution has not been achieved, a formal written complaint should be filed within ten (10) work- days after the meeting.

e. **Filing a Formal Complaint Report –** If the matter is not satisfactorily resolved informally, the Superintendent or Management Company Representative/designee shall assist the student (or custodial parent(s)/guardian on behalf of the minor student as defined in paragraph (5)(f)), infilling a complaint (if it is not yet in writing). The student (or custodial parent(s)/guardian on behalf of the student) may file a written complaint with the Superintendent or Management Company Representative/designee by using the *Student Complaint Report* form (PBSD 1615). Said form is hereby incorporated by reference and made apart of this policy. The form is available on the Sponsor's web site at http://www.palmbeach.k12.fl.us/Records/Forms.htm The Witness Statement form (PBSD 1616) is to be completed by witnesses to the alleged incident.

f. Complaints should be made as soon as possible but no later than one hundred eighty (180) calendar days after the alleged incident (that is, within 180 days of the last act of harassment or discrimination). Failure on the part of the complainant to initiate and/or follow up on the complaint within this period may result in the complaint being abandoned. The Superintendent or Management Company Representative/designee shall record in writing and document all complaints regarding sexual harassment and discrimination to ensure that problems are appropriately addressed, whether the report is made verbally or in writing.

g. The Superintendent or Management Company Representative/designee may assist the student (or custodial parent(s)/guardian on behalf of the student) if the student is a minor, as defined in paragraph (5)(f)), in completing the form, or may complete the form for the student or the custodial parent(s)/guardian who is acting on behalf of the student. In all instances, the student (or custodial parent(s)/guardian) shall review the form to ensure its accuracy and sign and date the document.

h. The complainant will be requested to provide signed, specific information regarding the alleged discrimination or harassment, the alleged offender, witnesses, and other relevant information. In all instances, the student (or custodial parent(s)/guardian acting in behalf of a minor student) shall review the form to ensure its accuracy and sign and date the document.

i. All complaints must be reported in writing to the Academy Vice Principal of Curriculum and Instruction.

j. **Notice to the Accused Student** – Within two (2) days of receipt of a complaint, the Superintendent or Management Company Representative/designee will notify the accused/student of the allegations.

k. **Notice to Parent(s)/Guardians –** Within two (2) days of receiving the complaint, and in accordance with federal and state privacy laws, the Superintendent or Management Company Representative/designee shall notify the parent(s)/guardian of any minor student as defined in paragraph (5)(f) who is allegedly subject to harassment or discrimination. Notification may be made by telephone, letter, or personal conference. The students involved (and their custodial parent(s)/guardians, if the students are minors) will also be notified of events and decisions described in this policy.

l. **Steps in the Investigation –** The Superintendent or Management Company Representative/designee shall begin an investigation within two (2) work days and thoroughly investigate all complaints of harassment and discrimination, including at a minimum, the following steps.
   i. Talk with the complainant within two (2) work days.
   ii Give the complainant (or parent(s)/guardian of a minor student) an opportunity to describe the incident, present witnesses and other evidence of the harassment or discrimination, and ensure that the complaint is put into writing.
   iii. Talk with the accused/student (or the custodial parent(s)/guardian acting on behalf of a minor student) within two (2) work days.

iv. Give the accused/student (or custodial parent(s)/guardian of a minor student) an opportunity to describe the incident, present witnesses and other evidence, and put his/her response in writing.

v. Talk with any person who saw the harassment, has knowledge of the discrimination, or who may have related information; and,
vi. Conduct a conference, if appropriate, with the complainant (or custodial parent(s)/guardian of a minor) and the accused/student (or custodial parent(s)/guardian of a minor accused/student) and give notice of the date, time and rules to the parties.
vii. The Superintendent or Management Company Representative /designee is encouraged to ask open ended questions to enable students to describe what happened in their own words.
viii. The Superintendent or Management Company Representative/designee may request that he accused/student prepare a written response to the complaint; or the Superintendent or Management Company Representative/designee may prepare a written statement of the accused/student's oral response to the complaint based on their meeting and obtain the signature of the accused/student (and/or custodial parent(s)/guardian of a minor student) after his/her review of the statement.
ix. The Superintendent or Management Company Representative/designee should dictate and then review his/her notes with the complainant and accused/student after the interviews to verify facts and ensure accuracy, and then obtain signatures, but shall not tape the interviews.

m. **Pursuing the Investigation –** During the investigation**,** the Superintendent or Management Company Representative/designee may take any action necessary to protect the complainant, or other students or employees, consistent with the requirements of applicable regulations and statutes.
   i. In general, complainants will continue to pursue their studies at South Tech Charter Academy, Inc. while the investigation is conducted and the complaint is pending resolution.
   ii. When necessary to carry out the investigation or for other good reasons, and consistent with state and federal privacy laws, the Superintendent or Management Company Representative/designee may also discuss the complaint with:
      A. Secondary School Principal
      B. Academy police
      C. The custodial parent(s)/guardian of the complainant if the complainant is under eighteen (18) years of age (or has given consent or is an adult who has been determined to be incompetent or unable to give informed consent due to a disability).
      D. A teacher or staff member whose knowledge of the students involved may help determine who is telling the truth.
      E. Child protective agencies responsible for investigating child abuse; and/or
      F. Legal counsel for the Board.

n. **Written Decision of the Superintendent or Management Company Representative/Designee –** Upon completion of the investigation, the Superintendent or Management Company Representative/designee will make a decision about the validity of the allegations in the complaint and about any corrective action, if applicable, consistent with the Matrix of Incidents and Actions in Palm Beach School District Policy 5.813.
o. To determine the severity of the harassment or discrimination, the Superintendent or Management Company Representative/designee should consider, among other things:
   i. How the misconduct affected one or more students education;
   ii. The type, frequency, and duration of the misconduct;
   iii. Number of students involved;
   iv. The subject(s) of harassment or discrimination;
   v. The place and situation where the incident occurred, and/or
   vi. Other similar incidents at the Academy.
p. Within thirty (30) calendar days of the filing of the complaint, the Academy Superintendent or Management Company Representative/designee shall give the Vice Principal of Curriculum

and Instruction a written report that describes the complaint and investigation and contains findings, a decision and reasons for the decision.

i. If the Superintendent or Management Company Representative/designee verifies that harassment or discrimination occurred, this report shall describe the actions taken to end the harassment or discrimination pursuant to the Matrix of Incidents and Actions in Palm

Beach School District Policy 5.183; address the effects of the harassment or discrimination on the complainant; and prevent retaliation or further harassment or discrimination.

ii. The Superintendent or Management Company Representative/designee shall notify the parties (and their custodial Parent(s)/guardians, if the parties are minors as defined in paragraph (5)(f)) in writing of the decision and their right to appeal to:
   A. The Secondary School Principal if the investigation was performed by a designee other than the Principal;
   B. The Academy Superintendent or Management Company Representative unless he/she conducted the investigation.

q. **Other Means of Resolution –** If the complainant is not satisfied with the results of the procedures contained in this policy, he/she may utilize other means of resolution as provided by law, including seeking recourse through the federal Office of Civil Rights (OCR).

9. GRIEVANCE PROCEDURE FOR HARASSMENT OR DISCRIMINATION BY AN **EMPLOYEE - Investigation of Complaints Against an Accused/Employee**

a. **Reporting Discrimination or Harassment –** Any student/applicant for admission (and/or the custodial parent(s)/guardian on that complainant's behalf if the complainant is a minor as defined in paragraph (5)(f)) who believes he/she is a victim of discrimination or harassment (or any individual, including any student, teacher, or other employee of the Academy who has knowledge of any incidents involving discrimination or harassment of students) is strongly urged to report the incident(s) in writing to a school official or the Academy l Vice Principal of Curriculum and Instruction, who is the designated EEO/Title IX Coordinator and ADA/504 Specialist. Complaints should be filed as soon as possible but no later than one hundred eighty (180) calendar days after the alleged incident (that is, within 180 days of the last act of harassment or discrimination).

b. Academy l officials must report in writing, within two (2) work days, any allegations of discrimination or harassment to the Academy Superintendent or Management Company Representative and to the Vice Principal of Curriculum and Instruction. If the Superintendent or Management Company Representative is directly involved with a complaint or closely related to a party to the complaint, then the incident may be reported directly to the Vice Principal of Curriculum and Instruction.

c. **Filing the Complaint Form –** Consistent with OCR guidelines, a formal complaint process is required for any complaint against an employee. The complainant (or the custodial parent(s)/guardian if the complainant is a minor as defined in paragraph (5)(f)) may file a complaint in writing with the Superintendent or Management Company Representative/designee, or Vice Principal of Curriculum and Instruction by using the Student Complaint form (PBSD 1615), available on the Palm Beach School District web site at www.palmbeach.k12.us/Records/Forms.htm. The Witness Statement form (PBSD 1616) is to be completed by witnesses to the alleged incident.

   i. Complaints should be filed as soon as possible but no later than one hundred eighty (180) calendar days after the alleged incident (that is, within 180 days of the last act of harassment or discrimination). Failure on the part of the complainant to initiate and/or follow up on the complaint within this period may result in the complaint being abandoned.

   ii. The Superintendent or Management Company Representative/designee may assist the individual in completing the form by recording information on the Student Complaint Report form, reviewing it with the complainant, and obtaining the complainant's signature. The complainant will be requested to provide signed, specific information regarding the alleged harassment or discrimination, the alleged offender(s), witnesses, and other relevant information.

iii. A copy of the completed complaint form shall be filed with the Vice Principal of Curriculum and Instruction.

d. **Notice to Parent(s)/Guardians –** Within two (2) days of receiving the complaint, and in accordance with federal and state privacy laws, the Superintendent or Management Company Representative/designee shall notify the custodial parent(s)/guardian of any minor student as defined in paragraph (5)(f) who is allegedly subject to harassment or discrimination. Notification

may be made by telephone, letter, or personal conference. The students involved (and their custodial parent(s)/guardian if the students are minors) will also be notified of events and decisions described in this policy.

e. **Investigation by the Vice Principal of Curriculum and Instruction/or designee –** The South Tech Charter Academy, Inc. Vice Principal of Curriculum and Instruction also serves as the EEO/Title IX Coordinator and ADA/504 Specialist as noted in paragraph (5) The Vice Principal of Curriculum and Instruction/designee shall document and begin within two (2) work days to thoroughly investigate all complaints of harassment or discrimination, including the following steps to ensure problems are appropriately addressed:

1. Talk with the complainant within (2) work days after receiving the complaint form. The complainant (and/or Custodial parent(s)/guardian of the complainant if he/she is a minor) shall have the opportunity to describe the incident, present any evidence, name witnesses, and ensure that the complaint is put in writing.
ii. Talk with any witnesses or others who may have relevant information, and
iii. Conduct an investigative meeting with the accused/employee, and the accused/employee's representative if applicable, to discuss the allegations and allow the accused/employee to respond to the allegations.

f. During the investigation, the Compliance Officer/designee may recommend any action necessary to protect the complainant, or other students or employees, consistent with the requirements of applicable statutes, State Board of Education Rules, Governing Board Policies and applicable collective bargaining agreements.
    i. In general, complainants will continue pursuing their studies as directed while the investigation is conducted and the complaint is pending resolution.
    ii. When necessary to carry out the investigation or for other good reasons, and consistent with federal and state privacy laws, the Vice Principal of Curriculum and Instruction/designee shall also discuss the complaint with the following persons as appropriate.
        A. Academy Superintendent or Management Company Representative
        B. Secondary School Principal
        C. Academy police
        D. The custodial parent(s)/guardian of the complainant if the complainant is under eighteen (18) years of age (or has given consent or is an adult who has been determined to be incompetent or unable to give informed consent due to a disability).
        E. A teacher or staff member whose knowledge of the students involved may help determine who is telling the truth.
        F. The accused/employee
        G. Child protective agencies responsible for investigating child abuse; and/or
        H. Legal counsel for the Board.

10. **Decision of the Vice Principal of Curriculum and Instruction/designee –** Upon completion of the investigation, within thirty (30) calendar days of receiving the complaint if possible, the Vice Principal of Curriculum and Instruction/designee shall make a decision about the validity of the allegations in the complaint.
    a. The Vice Principal of Curriculum and Instruction/designee shall discuss the determination and any recommended corrective action with the Academy Superintendent or Management Company Representative/designee.
    b. In reaching a decision about the complaint, the following should betaken into account:

i. Statements made by persons identified in paragraphs (9)(e)(f) above;
ii. The details and consistency of each person's account;
iii. Evidence of how the complainant reacted to the incident;
iv. Evidence of past incidents of harassment or discrimination complaints by the accused/employee (provided that, if evidence of past harassment/discrimination incidents are to be considered, the investigator must review in their entirety the files regarding those past incidents);

v. Evidence of past harassment or discrimination complaints that were found to be untrue (provided that, if evidence of past harassment/discrimination accusations or complaints are to be considered, the investigator must review in their entirety the files regarding those past complaints); and
vi. Case law, state and federal laws and regulations, and the Board's Policies prohibiting harassment and discrimination.

c. To determine the severity of the harassment or discrimination, the following may be considered:
   i. How the misconduct affected one or more student's education;
   ii. The type, frequency, and duration of the misconduct;
   iii. Number of persons involved;
   iv. The subject(s) of harassment or discrimination;
   v. The place and situation where the incident occurred; and
   vi. Other incidents at the Academy
d. The following actions or discipline may be taken, consistent with any applicable collective bargaining agreement provisions, to resolve a complaint of harassment or discrimination:
   i. No action if the complaint is unsubstantiated;
   ii. Training requirements for the employee;
   iii. Oral reprimand of the employee;
   iv. Written reprimand of the employee;
   v. Suspension of the employee; or
   vi. Termination of the employee.
      A. For the first verified offense of harassment of, or discrimination against, a student, suspension should be recommended for a minimum of thirty (30) days without pay.
      B. Suspension without pay and/or termination requires Board action.

11. **Appeal Procedure for the Accused/Employee -**

a. **Appeal to South Tech Charter Academy, Inc. Superintendent or Management Company Representative –** If the complainant (or custodial parent(s)/guardian if the complainant is a minor as defined in paragraph (5)(f)) is dissatisfied with the Vice Principal of Curriculum and Instruction's decision, the decision may be appealed in writing to the Academy Superintendent or Management Company Representative within ten (10) days after receipt of the decision.
   i. If the Superintendent or Management Company Representative is directly involved with a complainant or closely related to a party in the complaint, then the legal counsel to the Board will be asked to review the matter and report findings to the Board.
   ii. **Notice –** Notice of the appeal shall be given in writing to the parties (and their custodial parents/guardian if the parties are minors) within two (2) days of receipt of the appeal.
   iii. The Superintendent or Management Company Representative/designee shall review the written complaint, the accused/employee's response to the complaint, and all documentation pertaining to the alleged harassment or discrimination, including the Vice Principal of Curriculum and Instruction's decision.
      A. The Superintendent or Management Company Representative may request additional information.
      B. The Superintendent or Management Company Representative shall issue a written decision to the parties (and the custodial parents/guardians if the complainant is a minor) within twenty (20) calendar days of request of the appeal. The decision of the Superintendent or Management Company Representative is the final decision of South Tech Charter Academy, Inc..

b. **Other Means of Resolution –** If the complainant is not satisfied with the results of the procedure contained in this policy, he or she may utilize other means for resolution as provided by law, including seeking recourse through the Office of Civil Rights (OCR).

12. GRIEVANCE PROCEDURE FOR SEXUAL HARASSMENT OR DISCRIMINATION BY **VOLUNTEERS, VISITORS, OR CONTRACTORS –** Investigation of Complaints Against an Academy Volunteer, Visitor or Contractor/Consultant, or Other Third Party

a. The Governing Board will not tolerate harassment or discrimination by school volunteers, consultants, independent contractors, sub contractors (or their employees), or any third party in the school (or outside the school at school-sponsored events), on school busses, or at training facilities sponsored by the Academy or Charter School Sponsor. Any such alleged harassment or discrimination should be reported immediately to the Academy Superintendent or Management Company Representative, using the same formal written complaint process as would be used to report harassment or discrimination by an Academy employee. The complaint should be filed as soon as possible, at least within one hundred eighty (180) calendar days of the alleged incident (i.e. within 180 days of the last act of alleged harassment or discrimination).
b. It is the responsibility of the Superintendent or Management Company Representative to forward all complaints to the Vice Principal of Curriculum and Instruction within two (2) work days.
c. Within two (2) work days of receiving the complaint, and in accordance with federal and state privacy laws, the Superintendent or Management Company Representative/designee shall notify the custodial parent(s)/guardian of any minor student as defined in paragraph 5(f) who is allegedly subject to harassment or discrimination. Notification may be made by telephone, letter, or personal conference. The students involved (and their custodial parent(s)/guardians, if the students are minors) will also be notified of events and decisions described in this policy.
d. Within two (2) days of receiving the complaint, the Vice Principal of Curriculum and Instruction/designee shall begin an investigation, using procedures similar to those used for investigation of allegations against Academy employees.
e. If the Academy's investigation substantiates a complaint of sexual harassment or discrimination by a school volunteer, visitor, consultant/independent contractor, vendor, or other third party, the Superintendent or Management Company Representative shall promptly recommend appropriate action. As stated in OCR's *Revised Sexual harassment Guidance (2001):*

> The type of appropriate steps that the school shall take will differ depending on the level of control that the school has over the third party harasser. For example, if athletes from a visiting team harass the home school's students, the home school may not be able to discipline the athletes. However, it could encourage the other school to take appropriate action to prevent further incidents; if necessary, the home school may choose not to invite the other school back.

f. Depending on the situation, an appropriate response may include, but not limited to, revoking the volunteer's status under South Tech Charter Academy, Inc. Board Policy 2.18; asking the visitor to refrain from returning to the campus; requesting a contractor to remove an employee from a project at the school site and discipline the employee; or debarring a vendor. The Academy's response will be designed to eliminate the harassment or discrimination and prevent its reoccurrence. If the complainant is not satisfied with the Academy's response, he/she (or the Parent(s)/guardians of a minor student) may appeal according to the procedures used to appeal a decision regarding alleged harassment or discrimination by an Academy employee under Section 11(a).

g. **Other Means of Resolution –** If the complainant is not satisfied with the results of the procedure contained in this policy, he or she may utilize other means for resolution as provided by law, including seeking recourse through the Office of Civil Rights (OCR).

13. **Confidentiality**
a. To the greatest extent possible, all complaints will be treated as confidential and in accordance with Fla. Stat. § 1002.22(3)(d); the Family Educational Rights and Privacy Act (FERPA) and

any other applicable law, such as Fla. Stat. §§ 119.07(3)(p)(u); 1012.31(3)(a); or 1012.796(1)(c).

b. Limited disclosure may be necessary to complete a thorough investigation as described above. The Academy's obligation to investigate and take corrective action may supercede an individual's right to privacy.
c. The complainant's identity shall be protected, but absolute confidentiality cannot be guaranteed.

14. **Informing Students and Employees About this Policy –** Notice of the existence of this policy, prevention plan, and procedures shall be posted in prominent locations in all Academy buildings, including information on how to receive a copy. Notice shall be included annually in Student, parent, and staff handbooks.

15 **Retaliation Prohibited**

a. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment in connection with filing a complaint or assisting with an investigation under this policy.
b. Retaliatory or intimidating conduct against any individual who has made a harassment or discrimination complaint or any individual who has testified, assisted, or participated, in any manner, in an investigation is specifically prohibited.
c. The Superintendent or Management Company Representative/designee, and Vice Principal of Curriculum and Instruction, if applicable, shall inform complainants they are protected by law from retaliation.

16. **Additional Assistance Available**

a. In all cases, South Tech Charter Academy, Inc. reserves the right to refer the results of its own investigation to the State Attorney for the Fifteenth Judicial Circuit of Florida for possible criminal charges, whether or not the Academy takes any other action.
b. The Academy will provide counseling services for students who have experienced harassment or discrimination against them.
c. Training will be provided to assist teachers and counselors who work with students to prevent harassment and discrimination.
d. The Office of Civil Rights ie the federal agency in the Department of Education that monitors schools' compliance with Title IX, Title VI, Title II of The Americans With Disabilities Act, and Section 504, and it can be contacted at 1-800-421-3481; by fax at (404) 582-6455, or by e-mail at OCR_Atlanta@ed.gov .

Authority:	§§ 1001.41(2); 1001.43(1)(6); 1006.07; 1012.23(1) Fla. Stat.
Implemented:	§§ 119.07(3)(p)(u); 1000.05(2)(a)(b) (Florida Education Equity Act); 1002.22(3)(a)(d); 1001.41(1)(2); 1006.07(2)(h); 1006.08; 1012.31(3)(a); 1012.796(1)(c); 760.01(2), Fla. Stat.; 42 U.S.C.12131, et. seq. (Title II of the Americans With Disabilities Act); 20 U.S.C. § 1681-1688 (Title IX of the Education Amendments of 1972); 42 U.S.C. § 2000d et. seq. (Title VI of the Civil Rights Act of 1964); 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973); 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) (FERPA)
State Board Rules Supplemented:	6A-1901; 6A-1902; 6A-19.008; 6A-1.0404(5)(7); 6B-1.006(3)(a)(g)
History:	New: 7/31/2012; 12/14/17
Reference:	Palm Beach School District Policy 5.001

RULES OF THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

Title 6Gx50
Chapter 5. Pupil Personnel
Section 5.002

Policy **5.002 Prohibition of Bullying and Harassment**

1. ***Purpose.*** The paramount goal of the School Board is to ensure a safe, secure, civil and respectful learning environment for all students and school employees. Bullying or harassment, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe environment. It is important to change the social climate of schools and the social norms with regard to bullying and harassment. This requires the efforts of everyone in the school environment - teachers, administrators, counselors, other non-teaching staff, parents or legal guardians, and students. The purpose of this policy is to assist the School District in its goal of preventing and responding to acts of bullying or harassment and its compliance with the Jeffrey Johnston Stand Up for All Students Acts, Section 1006.147, and Florida Statutes.

2. ***General Applicability of Policy.*** This policy applies not only to students or school employees who directly engage in an act of bullying or harassment, but also to students or school employees who, by their indirect behavior, condone or support another student's or employee's act of bullying and harassment. The misuse of technology including, but not limited to, teasing, intimidating, defaming, threatening, or terrorizing another student, teacher, administrator, volunteer or other employee of the school district by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or Web site postings, including blogs, also may constitute an act of bullying or harassment regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources. This policy applies to any students or school employees whose conduct at any time or in any place constitutes bullying or harassment that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

3. ***Statement of Policy.*** The School District prohibits bullying and harassment of any type of students or school employees, by either a student or a group of students, a school volunteer or visitor, or a school employee. Bullying and harassment are expressly prohibited on school district property or at school-related functions.

    a. No teacher, administrator, volunteer or other school employee shall permit, condone or tolerate bullying and harassment.

    b. The apparent permission or consent by a student being bullied or harassed does not lessen the prohibitions contained in this policy.

    c. Reprisal or retaliation against a victim, good faith reporter, or a witness of bullying or harassment is prohibited.

    d. False accusations or reports of bullying or harassment against another student are prohibited.

    e. A person who engages in an act of bullying, reprisal, or false reporting of bullying and harassment, or permits, condones or tolerates bullying and harassment shall be subject to discipline for that act in accordance with school board policies.

    f. The school district will act to investigate all complaints of bullying or harassment and will discipline or take appropriate action against any student, teacher, administrator, volunteer, or other employee of the school district who is found to have violated this policy.

    g. The submission of good faith complaints or reports of bullying or harassment will not affect the reporter's future employment, grades or work assignments, or educational or work environment.

4. ***Definitions.***

    a. *Bullying* means systematically and chronically inflicting physical hurt or psychological distress on one or more students or school employees. It is further defined as 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 but is not limited to:

i. Teasing

ii. Social exclusion

iii. Threat

iv. Intimidation

v. Stalking

vi. Physical violence

vii. Theft

viii. Sexual, religious, or racial/ethnic harassment

ix. Public humiliation

x. Damaging or Destruction of property

xi. Placing a student in reasonable fear of harm to his or her person or property

xii. Cyberbulllying, as defined herein.

xiii. Cyber-stalking as defined herein.

b. *Cyberbullying* means the use of electronic communication or technology devices, to include but not be limited to, e-mail messages, instant messaging, text messaging, cellular telephone communications, internet blogs, social websites (e. g. MySpace, Facebook, etc.), internet chat rooms, internet postings, digital pictures or images, and defamatory websites to engage in acts of bullying or harassment regardless of whether such acts are committed on or off school district property and /or with or without the use of school district resources. For off-campus conduct, the School District shall be responsive in cases where the off-campus conduct causes, or threatens to cause, a substantial disruption at school or interference with the rights of students to be safe and secure.

The School Board recognizes that cyberbullying can be particularly devastating to young people because:

i. Cyber bullying is often engaged in off-campus, but the harmful impact is felt at school.

ii. Cyberbullying permits an individual to easily hide behind the anonymity that the Internet and other technology devices provide;

iii. Cyberbullying provides a means for perpetrators to spread their harmful and hurtful messages to a wide audience with remarkable speed;

iv. Cyberbullying does not require individuals to own their own action, as it is usually very difficult to identify cyberbullies because of screen names, so they do not fear being punished for their actions; and

v. The reflection time that once existed between the planning of a prank - or a serious stunt - and its commission is all but erased when it comes to cyberbullying activity.

c. *Cyberstalking* means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose, as defined in Sec. 784.048(1)(d), F.S., as now or hereafter amended.

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

   i. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

   ii. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits;

   iii. Has the effect of substantially disrupting the orderly operation of the school; or

   iv. Amounts to cyberbullying as defined herein.

e. *Bullying and Harassment also encompass*

   i. Any act of retaliation by a student or school employee against another student or school employee who alleges, asserts or reports a violation of this policy or participates in the investigation of a bullying or harassment complaint. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.

   ii. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by:

      A. Incitement or coercion;

      B. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the School District system;

      C. Acting in a manner that has an effect substantially similar to the effect of bullying or harassment;

      D. Cyberstalking as defined herein; or

      E. Hazing as defined by Section 1006.135, Florida Statutes, as now or hereafter amended.

   iii. Unwanted harm towards a student in regard to his/her actual or perceived traits or characteristics, including but not limited to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender expression and/or identity, physical attributes, physical, mental or educational ability or disability, ancestry, socio-economic background, political beliefs, linguistic preferences, or familial status.

f. *Immediately* means as soon as reasonably possible but within 24 hours or the next school day.

g. *On school district property or at school-related functions* means all school district buildings, school grounds, and school property and property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicle approved for school district purposes, the area of entrance or departure from school grounds, premises or events, and all school related functions, school-sponsored activities, events or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities or events. While prohibiting bullying and harassment at these locations and events, the school district does not represent that it will provide

supervision or assume liability for incidences at these locations and events.

5. ***Expected Behaviors On School Property or At School Related Functions.***

The School Board expects students to conduct themselves in keeping with their levels of development, maturity, and demonstrated capabilities with proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment. In addition to conducting themselves in a professional manner with supervisors, colleagues, and students, school adminstrators, teachers, staff, and volunteers will treat others with civility and respect, and will refuse to tolerate bullying or harassment. The School District finds that bullying and harassment, in an active or passive form, of any student or school employee is prohibited:

a. During any school related education program, function or activity conducted by the School District;

b. During any school-related or school-sponsored program, function or activity;

c. While on school district property as defined by this policy; or

d. Through the use of any electronic device, computer, or computer software that is accessed through a computer, computer system, or computer network of the School District. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary actions.

The Board believes that standards for student behavior must be set cooperatively through interaction among the students, parent(s)or legal guardian(s), staff and community members, producing an atmosphere that encourages pupils to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school district property on the part of students, school staff and community members.

All administrators, faculty, and staff, in collaboration with parents, students, and community members, will incorporate systemic methods for student and staff recognition through positive reinforcement for good conduct, conforming to reasonable standards of socially acceptable behavior, respecting the person, property, and rights of others, obeying constituted authority, responding to those who hold that authority, self-discipline, good citizenship, and academic success, as seen in the required school plan to address positive school culture and behavior.

Students are encouraged to support other students who walk away from acts of bullying and harassment when they see them, constructively attempt to stop them, and report such acts to the School Principal or his/her designee.

Students are required to conform to reasonable standards of socially acceptable behavior: respect the person, property and rights of others; obey constituted authority; and respond to the educational, support and administrative staff.

6. **Consequences for Prohibited Conduct, False Reporting and Reprisal or Retaliation.**

a. *Act of Bullying or Harassment.* Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. The physical location or time of access of a computer-related incident can not be raised as a defense in any disciplinary action. For the commission of an act of bullying or harassment, the following consequences shall be applicable:

i. Consequences and appropriate remedial action for students who commit acts of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the *Student Codes of Conduct*, as provided in School Board Policies 5.18 through 5.1899.

ii. Consequences and appropriate remedial action for a school employee found to have committed an act of bullying or harassment shall be determined in accordance with the District's policies and applicable collective bargaining agreements. Additionally, egregious acts of harassment by certified educators may result in a sanction against an educator's state issued certificate as provided in *The Principles of Professional Conduct of the Education Profession in Florida*, Rule 6B-1006, F. A.C.

iii. Consequences and appropriate remedial action for a visitor or volunteer, found to have committed an act

of bullying or harassment shall be determined by the School Principal after consideration of the nature, severity and circumstances of the act, including reports to appropriate law enforcement officials.

b. *False Reporting.* The consequences for a student or employee found to have wrongfully and intentionally accused another of an act of bullying or harassment shall be as follows:

   i. Consequences and appropriate remedial action for a student found to have wrongfully and intentionally accused another of bullying or harassment range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the *Student Code of Conduct.*

   ii. Consequences and appropriate remedial action for a school employee found to have wrongfully and intentionally accused another of bullying or harassment shall be determined in accordance with District policies, procedures and agreements.

   iii. Consequences and appropriate remedial action for a visitor or volunteer found to have wrongfully and intentionally accused another of bullying or harassment shall be determined by the School Principal after consideration of the nature, severity and circumstances of the act, including reports to appropriate law enforcement officials.

c. *Reprisal or Retaliation.* The School District will discipline and take appropriate action against any student, teacher, administrator, volunteer, or other employee of the school district who retaliates against any person who makes a good faith report of alleged bullying and harassment or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying or harassment.

   i. The consequences and appropriate remedial action for a student, teacher, school administrator or school volunteer who engages in reprisal or retaliation shall be determined by the Principal or his or her designee after consideration of the nature, severity and circumstances of the act, in accordance with case law, Federal and State laws, School Board policies and any applicable agreements.

   ii. Any student found to have engaged in reprisal or retaliation in violation of this policy shall be subject to measures up to, and including, suspension and expulsion.

   iii. Any school teacher or school administrator found to have engaged in reprisal or retaliation in violation of this policy shall be subject to measures up to, and including, termination of employment.

   iv. Any school volunteer found to have engaged in reprisal or retaliation in violation of this policy shall be subject to measures up to, and including, exclusion from school grounds.

7. ***Reporting of Prohibited Acts.*** *At each school, the School Principal or designee shall be responsible for receiving complaints alleging violations of this policy.*

   a. Any person who believes he or she has been the victim of bullying or harassment, or any person with knowledge or belief of conduct that may constitute bullying or harassment shall report the alleged acts immediately to the School Principal or designee.

   b. All school employees who receive a report of, observe, or have other knowledge or belief of conduct that may constitute bullying or harassment shall inform the Principal or designee immediately.

   c. The Principal of each school in the District shall establish and prominently publicize to students, staff, volunteers, visitors, and parents, how a report of bullying may be filed and how this report will be acted upon.

   d. A student, parent or guardian, volunteers or visitors may report bullying or harassment incidents anonymously, on a designated complaint form, or in-person to the Principal or designee. However, the student may make a report of bullying or harassment to any school employee. The school employee will assist the student in reporting to the Principal or designee.

      i. The School Principal or designee will devise anonymous methods of filing a report of bullying or

harassment by a student, parent, volunteer or visitor. Such formats may include electronic, drop-box, or telephone techniques for reporting, but the chosen format must promote safety and privacy. Although reports may be made anonymously by students, parents, volunteers or visitors, formal disciplinary action may not be based solely on the basis of an anonymous report. Independent verification of the anonymous report shall be necessary in order for any disciplinary action to be applied.

e. Any written or oral reporting of an act of bullying or harassment shall be considered an official means of reporting such acts.

8. ***Investigation of Complaints.***

a. The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and begins with a report of such an act.

b. The Principal or designee will begin a prompt investigation of the reported incident, but such investigation shall be commenced no later than the next school day. The person initiating the investigation may not be the accused perpetrator or victim. The maximum of 10 school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.

c. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately, separately and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will be the alleged perpetrator and victim be interviewed together.

d. The investigating party shall collect and evaluate the following facts including but not limited to:

i. Description of incident(s) including the nature of the behavior;

ii. Context in which the alleged incident(s) occurred;

iii. How often the conduct occurred;

iv. Whether there were past incidents or past continuing patterns of behavior;

v. The relationship between the parties involved;

vi. The characteristics of parties involved, i. e. grade, age, etc.

vii. The identity and number of individuals who participated in bullying or harassing behavior;

viii. Where the alleged incident(s) occurred;

ix. Whether the conduct adversely affected the student's education or educational environment;

x. Whether the alleged victim felt or perceived an imbalance or power as a result of the reported incident; and

xi. The date, time and method in which parents or legal guardians of all parties involved were contacted.

e. Whether a particular action of incident constitutes a violation of this policy shall require a determination based on all facts and surrounding circumstances and shall include:

i. Recommended remedial steps necessary to stop the bullying and/or harassing behavior; and

ii. A written final report to the School Principal.

f. The principal or designee will make a determination whether or not the reported act of bullying or harassment falls within the scope of the School District. If the situation could possibly fall outside the domain of the School District, the principal or designee will consult with School Police to determine if the alleged act should be managed as a criminal act.

   i. If it falls within the jurisdiction of School Police, school discipline and reporting procedures will be followed.

   ii. If the alleged act is outside the jurisdiction of the School District, the School Police or School Principal will contact and refer the incident to the appropriate local law enforcement agency.

   iii. If the incident is outside the scope of the District and determined not a criminal act, the School Principal shall inform the parents or legal guardians of all students involved.

g. If the School Principal or designee is directly and personally involved with a complaint or is closely related to a party to the complaint, then the area superintendent shall be asked to conduct the investigation.

9. ***Notification to Parents or Guardians.***

   a. The Principal or designee shall promptly report to the parents or legal guardians of a student who has been reported as a victim of bullying and/or harassment, and the custodial parent(s) or legal guardians of the perpetrator of the alleged acts of bullying and/or harassment. Such notification shall occur on the same day an investigation has been initiated, andmay be made by telephone, writing, or personal conference. All notifications shall be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

   b. If the incident results in the perpetrator(s) being charged with a crime, the School Principal or designee shall by telephone or writing, inform the parents or legal guardians of the victims involved about the Unsafe School Choice Option (No Child Left Behind, Title IX, Part E, Section 9532) that states "...a student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or public elementary school or secondary school within the local educational agency, including a public charter school."

   c. The frequency of notification will be dependent on the seriousness of the bullying or harassment incident.

10. ***Referrals for Counseling Intervention.*** When bullying or harassment is suspected or when a bullying or harassment incident is reported, counseling services will be made available to the victim(s), perpetrator(s) and parents/guardians, as appropriate. In addition to disciplinary actions, the Principal will offer assistance to students who bully or harass others, including, as appropriate, behavior intervention plans or referrals to counseling services.

    a. The teacher or parent/legal guardian may request informal consultation with school staff, e. g., school counselor or school psychologist, to determine the severity of concern and appropriate steps to address the concern. The teacher may request that the involved student's parents or legal guardians are included.

11. ***Publication, Training and Education.***

    a. At the beginning of each school year, the Principal or designee shall inform school staff, parents/guardians, and students of the School District's policy prohibiting bullying or harassment, the effects of bullying and other applicable initiatives to prevent such conduct.

    b. This policy shall be referenced in the Student Code of Conduct, in the School District's employee and student handbooks, and other means as determined by the Superintendent.

    c. The School District may implement programs and other initiatives to prevent bullying or harassment, to respond to bullying and harassment in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying and harassment.

d. The Superintendent or designee shall make vendors or contractors aware of this policy.

e. The Department of Safe Schools shall devise posters or other signage to provide reminders of this policy for display on school grounds and school buses.

12. ***Immunity for Good Faith Reporting.*** Any school employee, school visitor, volunteer, student, parent or legal guardian, or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official designated in this policy and who makes this report in compliance with the procedures set forth in the policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.

13. ***Reporting of Bullying and Harassment.*** Incidents of bullying or harassment shall be reported in the school's report of data concerning school safety and discipline required under Section 1006.09(6), Florida Statutes. The principal or designee will report eachincident of bullying and harassment, and the resulting consequences, including discipline and referrals, in the Safety Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data. The report shall also include *bullying/harassment* as an incident code, as well as the "bullying-related" element code to situations that meet the definition of bullying along with an accompanying behavior, i.e. "Battery, Bullying-related", as required by state laws.

14. ***On-going Reporting to Target's Parents/Guardians.*** Following an appropriate investigation, Principals or designees will report to the target's parents what steps have been taken to protect the student. Follow-up reports will be designed based on the success of the interventions and will continue in a fashion that is deemed necessary by the Principal. Notification will be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

15. ***Privacy and Confidentiality.***

a. To the greatest extent possible, all complaints will be treated as confidential and in accordance with Fla. Stat. § 1002.22(3) (d); the Family Educational Rights and Privacy Act ("FERPA"); and any other applicable laws.

b. Limited disclosure may be necessary to complete a thorough investigation as described above. The District's obligation to investigate and take corrective action may supersede an individual's right to privacy.

c. The complainant's identity shall be protected, but absolute confidentiality cannot be guaranteed.

16. ***Constitutional Safeguard***This policy shall not be interpreted to infringe upon the First Amendment rights of students (i.e., to prohibit a reasoned and civil exchange of opinions, or debate, that is conducted at appropriate times and places during the school day and is protected by federal and state laws).

STATUTORY AUTHORITY:	Fla. Stat. §§ 1001.41(2); 1001.42
LAWS IMPLEMENTED:	Fla. Stat. §§ 1001.43, 1003.04, 1003.31, 1003.32, 1006.07, 1006.08, 1006.09, 1006.10, 1006.147, F. S.; 20 USC 1232g
HISTORY:	12/10/2008

South Tech Charter Academy, Inc. Board Policy **5.003**

WELLNESS PROMOTION

1. This Policy is intended to fulfill the requirement under Public Law 108-265 § 204 (2004) (42 U.S.C. § 1751 Note) that school districts shall have a "local school wellness policy" to promote student health and reduction of childhood obesity.

2. South Tech Charter Academy, Inc. will engage students, parents, teachers, food service professionals, health professionals, and other interested community members in implementing, monitoring, and reviewing Palm Beach District-wide nutrition and physical activity policies, and recommending the development of amendments to this Policy or the development of additional wellness policies.

3. The South Tech Charter Academy, Inc. Governing Board is committed to providing a school environment that enhances learning and development of lifelong wellness practices. The Academy shall promote a school environment that encourages and protects children's health, well-being, and ability to learn, by supporting healthy nutrition and physical activity. Since the Academy contracts food services with the Palm Beach School District, South Tech will cooperatively work with the District in implementing its' Wellness Promotion Policy.

4. The school environment should be safe, comfortable, and aesthetically pleasing; and schools should allow ample time and space for eating meals. Food and/or physical activity should not be used as a reward or punishment.

5. In addition to providing healthful meals in the cafeteria, schools should also promote wellness by including more healthful selections when foods and beverages are otherwise available on campus during the school day (e.g., in vending machines, concession stands, a la carte, student stores, parties/ celebrations, or fundraisers), consistent with health information in the USDA Dietary Guidelines for Americans (at www.healthierus.gov/dietaryguidelines).

Authority: Fla. Stat. §§ 1001.41(1), (2); 1001.43(1), (6)

Implemented: Fla. Stat. §§ 1001.41(3); 42 U.S.C. § 1751

Reference: Palm Beach School District Policy 1.1

History New: 08/03/2006; Revised: 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **5.01**

STUDENT SELECTION AND ENROLLMENT

South Tech Charter Academy, Inc. is a Charter School and therefore operates as a choice school, recruiting and enrolling students throughout the school year. Students served by this school are those who are, or whose parent(s) or legal guardian(s) are, residents of Palm Beach County, Florida, or other districts with whom inter-district agreements exist. Eligible students who submit a timely application shall be enrolled unless the number of applications exceeds the capacity of a program, class, grade level, or building. In accordance with F.S. 1002.33, the charter school will give enrollment preference to students who are entering the school from SouthTech Success Center during the 2020-2021 school year, are siblings of a student enrolled in the charter school, students who are the children of founding Board members of the charter school, and students who are the children of an employee of the charter school. If eligible applicants exceed the capacity of a program, class, grade level, or building, a random lottery will be conducted. The lottery will assure that all eligible students who submitted timely applications have a fair and equal chance of selection into the program. All lottery participants not selected will be placed on a waiting list for priority placement into any vacancies that might occur.

A timely application will be considered one received prior to a stated deadline of March first of the year preceding attendance. Applicants for programs that have not exceeded capacity by the stated deadline will automatically be placed in the program of choice if otherwise qualified. Subsequent eligible applicants will be placed in programs on a first-come, first-served basis. All students applying before the stated deadline will be notified of selection status no later than the first week of April. Students applying after the stated deadline will be notified of selection status in a timely manner of four to six weeks after receipt of the application and support documents. Students withdrawn for any reason must repeat the application and approval process before readmission.

Authority: §§ 1002.33, Fla. Stat.

Implemented §§ 1002.33, Fla. Stat

History: New: 2/03/2005; Revised: 7/07/2005; 9/04/2008; 3/11/2010; 12/14/17; 12/12/19; 3/12/20

South Tech Charter Academy, Inc. Board Policy **5.011**

STUDENT RESIDENCE ENROLLMENT REQUIREMENTS

1. **Proof of Domicile Requirements for Initial and Continuing Enrollment**

A. Absent an approved alternative method of assignment or reassignment, students must attend the school in the attendance zone where the student/parent(s)/legal guardian lives as set forth in School Board Policy 5.01.

B. Upon initial enrollment in South Tech Academy, proof of domicile is necessary in order to ensure that a student is enrolled in South Tech's service area. Two proofs of domicile reflecting correct address are required to register a student. Examples of acceptable proof may include:
   i. Current telephone or electric bill
   ii. Rent receipt with the name of tenant and landlord and contact information.
   iii. Lease agreement with name of tenant and landlord and contact information.
   iv. Mortgage .
   v. Automobile insurance.
   vi. Current Florida Driver's License/Florida Identification Card.
   vii. Cellular telephone bill.
   viii. Credit card statement.
   ix. United States Postal Service confirmation of address change request or evidence of correspondence.
   x. Declaration of Domicile form from County Records Department.

C. Parents on behalf of all new and returning students shall annually complete a "New and Returning Student Registration Form." (PBSD 0636)The form shall be verified under penalties of perjury pursuant to Fla. Stat. § 92.525. A PDF version of the form can be found on the District's website at: http://www.palmbeach.k12.fl.us/SupplementalEducationalServices (form PBSD 0636).

D. At any time that a student's address changes, it is the parent's responsibility to immediately notify South Tech Charter Academy, Inc. in writing.

E. Parents are expected to obtain all of the required documentation before enrolling a child in school. In cases of homeless or foster care status, please refer to Section 4 below

2. **Additional Proof May be Required**

A. In cases of schools that exceed 100% of enrollment capacity, or in cases of returned mail, or for other good cause, the following procedures may be implemented at the discretion of the Superintendent or Management Company Representative/Designee:

   i. The Property Appraiser's website (PAPA) will be examined to determine the parent's homestead (primary residence) location. A conflicting address indicates that further investigation is required.
   ii. A call may be made or a letter may be sent to parent(s)/guardian(s) who have conflicting address information, requesting that parent update enrollment information.
   iii. The Superintendent or Management Company Representative/Principal/designee may also require submission of an "Affidavit of Residence" accompanied by the "Proof of Residence Requirements", outlined below. The Affidavit of Residence form is available on the District web site at: www.palmbeachschools.org/RecordsForm.asp, and shall be verified under penalties of perjury pursuant to Fla. Stat. § 50 92.525
   iv. The above activities will be conducted by South Tech to the extent allowed by existing resources. In cases of limited resources, the Superintendent or Management Company Representative may request assistance from the District by contacting the Superintendent.

B. Additional Proof-of-Residence Requirements.-- When required (and in addition to the two proofs of domicile reflecting correct residential address under Section (1)(b) above), the parent or legal guardian must present a signed Affidavit of Residence (PBSD 1866) as well as one current document from each of the three columns in the table below (ORIGINAL documentation is required and copies are not accepted; School staff will make copies of all originals) to satisfy the proof-of-residence requirements:

STUDENT RESIDENCE ENROLLMENT REQUIREMENTS

Additional Proof of Residence Requirements

(When required, a document from *each column* must be presented along with a signed Affidavit of Residence, PBSD 1866)

i. One of the following ORIGINAL DOCUMENTS with Parent/Guardian's Picture ID from the following list (used for parental identification only)

A. current Florida State Driver's License; or

B. current Florida State ID Card; or

C. valid Passport (passport will not be copied) or consulate-issued photo ID; or

D. valid employee photo ID

ii. One of the following ORIGINAL DOCUMENTS with Parent/Guardian's name and address:

A. current valid vehicle registration; or

B. current credit card statement (may block out account number); or

C. current bank statement (may block out account number) issued within 35 days before the date of registration; or

D. current Florida voter registration card; or

E. current utility bill: FPL, water, etc.; or

F. current non-cellular telephone bills

iii. One of the following ORIGINAL DOCUMENTS with Parent/Guardian's name and address:

A. current Palm Beach County property tax bill of primary residence with parent/guardian's name and property address indicating homestead exemption; or

B. current residential rental or lease agreement with the parent/guardian's name and address as well as manager or owner's name and phone number, and and record of last 2 payments (cancelled checks); or

C. current homeowners/ renters insurance policy; or

D. Declaration of Domicile notarized and recorded)

C. Other documents or information may be accepted as "proof of residency" only under hardship circumstances.

D. A Post Office box, private mail box (PMB)/mail drop address, or commercial establishment address does not meet residency requirements. Only residential street addresses are accepted. All proofs submitted must show the residential Palm Beach County address. The residential address of a relative of the student does not meet student residency requirements unless the student actually lives with the relative as the student's primary residence.

E. The name and address from all three sources must match. A P.O box or PMB address is not a valid proof of residence or domicile. A hotel address is a temporary mode of residency and it should be treated as such.

F. If the parent/guardian resides with someone else temporarily who resides in the school's boundary area, the

parent must submit an "Affidavit of Residence," signed by the parent/guardian and the owner or lessee with whom the parent is residing under penalties of perjury.

3. **Submission of False Information; Enforcement**

   A. Florida Statutes § 837.06 provides that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree. Additionally, a person who knowingly makes a false declaration under penalties of perjury is guilty of the crime of perjury by false written declaration, a felony of the third degree under Fla. Stat. § 92.525.

   B. Families reported to be in violation of the residency requirements through the "Anonymous Residency Tip Line" (561-434-TIPS) may also be investigated, as outlined above.

   C. Students whose parents/guardians are found, after appropriate investigation, to have submitted false information in an effort to enroll a student in a school to which the student shall not have been assigned, shall be immediately withdrawn and referred for enrollment in the appropriate boundary school.

   D. Internal or external review personnel may be used to conduct random checks and to verify information provided. The District may pursue prosecution for any false information knowingly submitted.

4. **Enrollment of Students Who are Homeless**

   A. Homeless students are defined in Fla. Stat. § 1003.01(12) and include students who are without a fixed, regular and adequate residence. According to the McKinney-Vento Act (Section 725), 42 U.S.C. § 11432(g)(3)(A)-(C), homeless students are to be enrolled in the school immediately that meets the "best interest" of the student. Homeless children must be admitted to the school where they or their families live. [Florida Statute 1003.21 (1)(f)]. Arrangements are to be made for immunizations, transportation and all other school services. Appropriate student school and grade level placement as well as completion of required immunizations and physical examination shall occur within 30 days of enrollment.

   B. A School District of Palm Beach County New and Returning Student Registration form (PBSD 0636) should be completed by the student's parent(s)/guardian(s), signed, and returned to the school. School personnel are strictly prohibited from requesting or requiring documentation of the immigration status of students and families.

   C. School centers should work with the District Director of Student Intervention Services and the homeless shelter to obtain the necessary enrollment documents.

   D. Under no circumstances will students who are homeless be withdrawn due to lack of appropriate enrollment documentation.

5. **Enrollment of Students Who are in Foster Care**

   A. The registration process for foster care students shall be conducted in private in order to protect the student's confidentiality. No student in shelter or foster care should be denied entrance to school due to a missing form. For issues concerning foster care, contact the District Student Intervention Services Department.

   B. If the student lives in a residence licensed by the Department of Children and Families, the student may be enrolled in the school that serves that licensed residence.

6. **Persons Acting as Parent**

   A. For purposes of establishing student residency, a "*parent*" is defined as either or both natural or adoptive parent(s) of the student, the student's legal guardian, a person in a parental relationship to the student, or a person exercising supervisory authority over the student in place of the parent, pursuant to Fla. Stat.

§1000.21(5).

B. The student must actually reside with the parent or Person Acting as Parent as the student's primary residence. For purposes of this section, "primary residence" means the residence in which the child spends most of his or her time.

C. A Person Acting as Parent must complete form PBSD 1543, which is incorporated herein by reference and is available at www.palm beach.k12.fl.us/Records/FormSearch.asp

7. **Assignment to Correct School**

A. If the Superintendent or Management Company Representative determines that the student resides in a SAC which is outside the school boundary (except for a student, with an approved method of assignment or reassignment), the Superintendent or Management Company Representative or designee will assist the parents or guardians in enrolling the student in the correct school.

B. When the student is already enrolled in a school and it is determined that there is a discrepancy in address documentation on file (via returned mail, random checks, investigation or discrepancies in public records, such as the Property Appraiser's Records and/or Voter Registration records), the parent/guardian shall have 10 days to provide sufficient documentation to the Superintendent or Management Company Representative/designee to validate primary residence, as outlined herein.

C. If the Superintendent or Management Company Representative determines that insufficient documentation exists to prove that the student resides within the school enrollment boundary, the student will be reassigned to the appropriate home school.

i. If, after the parent/guardian's 10 day opportunity to provide further information, the Academy Superintendent or Management Company Representative/designee determines that insufficient information exists to prove that the student resides within the school enrollment boundary, the student will be assigned to the appropriate school at the end of the nine-week marking period.
ii. However, during the appeal process, the student will remain in his or her current school.

8. **Appeal**

A.. If the parent/guardian believes that the determination has been made in error, they shall have 10 days to appeal the determination to the school Principal. The Principal will forward the appeal to the Superintendent or Management Company Representative/designee responsible for address verification.

B. In considering an appeal, the appealing party may appear before the Superintendent or Management Company Representative's designee, who shall consider the documentation and information available, as well as the following:

i. unique and temporary circumstances such as temporary housing arrangements;
ii. fire or other severe damage to a primary residence; or
iii. other unique hardship circumstances which are not self-imposed.

C. The designee shall inform the appealing party of the decision.

Authority: Fla. Stat. §§ 1001.41(1), (2), & (6); 1001.42(23); 1001.43(1)

Implemented: Fla. Stat. §§ 1001.41(6); 1001.42(4)(a), (6); 1002.31

Reference: Palm Beach School District Policy 5.011

South Tech Charter Academy, Inc. Board Policy **5.011**

STUDENT RESIDENCE ENROLLMENT REQUIREMENTS

History: New: 09/06/2007; Revised: 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy 5.012

UNIFORM GRADING SYSTEM

1. South Tech Academy will use a uniform high school grading system that will be utilized by all staff assigning student grades. The basis for that grading system is Section 1003.437, Fla. Stat.
2. The grading system and interpretation of letter grades used for high school students shall be as follows:
    a. Grade "A" equals 90 percent through 100 percent, has a grade point average value of 4, and is defined as "outstanding progress."
    b. Grade "B" equals 80 percent through 89 percent, has a grade point average value of 3, and is defined as "above average progress."
    c. Grade "C" equals 70 percent through 79 percent, has a grade point average value of 2, and is defined as "average progress."
    d. Grade "D" equals 60 percent through 69 percent, has a grade point average value of 1, and is defined as "lowest acceptable progress."
    e. Grade "F" equals zero percent through 59 percent, has a grade point average value of zero, and is defined as "failure."
    f. Grade "I" equals zero percent, has a grade point average value of zero, and is defined as "incomplete." (Grades of “I” result in a semester calculation of “F” if not replaced with a passing grade.)
3. South Tech Academy operates a 4 X 4 Block schedule. This form of schedule incorporates longer periods to provide a school year’s (180 days) instruction) in a half-year (90) days. Grading periods are called Terms, and shall occur at four and one-half week intervals. The school year consists of eight Terms, which is two semesters on a conventional 6 or 7 period day schedule. Each Term is one-quarter of a semester, so four Terms comprises one Semester and meets the Block Schedule time requirements of 120 hours of bona fide instruction to award one high school credit.
    a. Terms 1, 3, 5, 7 grades will be determined according to the following formula:
        i. Fifty Percent of the Term grade will be calculated from the average of daily grades, which will be based on participation, seatwork, homework, pop quizzes, focus lesson grades, or a combination of each, but should be based on work that can be made up by students not in attendance.
        ii. Twenty-Five Percent of the Term grade will be calculated from the averages of grades for projects, essays, shop or lab projects, etc. and other more significant learning opportunities.
        iii. Twenty Five Percent of the Term grade will be calculated from unit tests, chapter tests, end of Term assessment, and other class assessments.
    b. Terms 2 and 6 grades will be determined according to the following formula:
        i. Fifty Percent of the Term grade will be calculated from the average of daily grades, which will be based on participation, seatwork, homework, pop quizzes, focus lesson grades, or a combination of each, but should be based on work that can be made up by students not in attendance.
        ii. Twenty-Five Percent of the Term grade will be calculated from the average of unit tests, chapter tests, projects, and other more significant learning opportunities.
        iii. Twenty Five Percent of the Term grade will be calculated from the Mid-Semester assessment.
    c. Terms 4 and 8 grades will be determined according to the following formula:
        i. Fifty Percent of the Term grade will be calculated from the average of daily grades, which will be based on participation, seatwork, homework, pop quizzes, focus lesson grades, or a combination of each, but should be based on work that can be made up by students not in attendance.

ii. Twenty-Five Percent of the Term grade will be calculated from the average of unit tests, chapter tests, projects, and other more significant learning opportunities.
iii. Twenty Five Percent of the Term grade will be calculated from the Final assessment.

d. Semester grades will be determined according to the following formula: Grades for the four terms, the Mid-Semester assessment, and the final assessment will be totaled and divided by six (6) to determine the semester average grade.
e. Semester Exams constitute a separate entry on the Grade Report.

4. Honors points will be used for the purposes of class ranking. A weighted system is used to calculate the student's honor point average (HPA). The standard grade point average (GPA) is based on a 4.0 (**A**), 3.0 (**B**), 2.0 (**C**), 1.0 (**D**), and 0 for any other grade. The grade received in a course is weighted according to the level of the course as indicated in the course descriptions provided by the Guidance Department.
    a. Regular-level courses use the standard scale
    b. Honors-level and gifted-level courses are weighted at 1.125 times the standard scale
    c. Advanced Placement (AP) courses offered through the College Board are weighted at 1.5 times the standard scale. In order to obtain the 1.5 weighting, a student must take and pass the standardized AP examination.
    d. For students entering in the 2006-2007 school year and thereafter, all dual enrollment classes will be weighted the same as AP courses.

STATUTORY AUTHORITY: Fla. Stat. §§ 1003.437, 1007.271

LAWS IMPLEMENTED: Fla. Stat. §§ 1003.437, 1007.271

HISTORY: New: 2/05/09; Revised: 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **5.02**

ESE STUDENT WORK EXPERIENCE

The Governing Board of South Tech Charter Academy, Inc. recognizes the benefit of work experience in promoting ESE student independent living. However, work experience programs must be structured to be compatible with student's abilities and in an environment compatible with those persons to whom the ESE student will have contact. Decisions regarding work experience assignments are to be made by the Child Study Team consisting of the LEA, ESE teacher, student, parent and regular education teacher.

Authority: 230.22(2) FS; 1002.33(9)(k) FS

Implemented: 230.22(2) FS; 1002.33(9)(k) FS

History: New: 10/05/2006; 12/14/17

ENFORCEMENT OF SCHOOL ATTENDANCE

1. School attendance is the direct responsibility of parent(s)/guardian(s) and students. Except as provided in Section 1003.24, Fla. Stat. and State Board of Education Rule 6A-1.09513, all students are expected to attend school regularly and to be on time for classes in order to benefit from the instructional program and to develop habits of punctuality, self-discipline, and responsibility.
2. Governing Board policy dictates that school staff responds in a timely manner to unexcused absences through a letter mailed to the home and/or telephone calls.
3. Justifying student absence is the responsibility of the parent(s)/guardian(s) of each student. Justification will be evaluated based on the following Board-adopted definitions of "excused" and "unexcused" absences.
    a. An "excused" absence is
        i. Student illness-- If a student is continually sick and repeatedly absent from school, he or she must be under the supervision of a physician in order to receive an excuse from attendance.
        ii. Medical appointment
        iii. Death in the family
        iv. Observance of a religious holiday or service that is recognized as such by all members of the faith.
        v. Subpoena by law enforcement agency or mandatory court appearance.
        vi. Other individual student absences beyond the control of the parent or student, as determined and approved by the Principal or the Principal's designee.
    b. An "unexcused" absence is any absence that does not fall into one of the above excused absence categories. The attendance administrator, or designee, must determine if an absence or tardiness is excused or unexcused according to the criteria established by the Board, within this Policy.
4. The school shall track the excused and unexcused absences in the District's computer system.
5. In the case of an unexcused absence from school or an absence for which the reason is unknown, the Principal (or designee) must contact the home in a timely manner to prevent the development of a pattern of non-attendance.
6. Each school Principal shall implement the steps enumerated in Section 1003.23(1), Fla. Stat. to ensure regular school attendance. If the child does not comply with efforts to enforce school attendance, the Superintendent or Management Company Representative will be notified and will file a request for the Superintendent to file a truancy petition pursuant to Section 984.151., Fla. Stat.
7. Each student will be required to attend classes one hundred and eighty (180) days each school year.
8. All school related trips which are authorized by the principal are not considered absences under this Policy. The school related trips should be those which relate to the curriculum.

STATUTORY AUTHORITY:	Fla. Stat. §§ 1001.32(2); 1001.41(2);1001.42(17) & (23); 1001.43 (1) & (8)
LAWS IMPLEMENTED:	Fla. Stat. §§ 1001.32(2); 1003.26; 1003.24; 1001.43 (8)
HISTORY:	New: 2/05/09; Revised: 3/11/2010; 12/14/17

GANG CONTROL POLICY

The purpose of the South Tech Charter Academy, Inc. Gang Control Policy is to address problems associated with youth gangs through proactive education and disciplinary action, where necessary. **South Tech Charter Academy, Inc. has a zero tolerance for gang or gang-related activities in school buildings or on school grounds. Participation in any gang or gang-related activity in school buildings or on school grounds will result in the assignment of appropriate discipline and withdrawal from the school. This notice will appear in all student recruitment literature, student admission applications, and the Student Code of Conduct.**

1. DEFINITION OF GANGS (Florida Statute Section 874.03)

   a. Youth and street gang - Any ongoing organization, association or group of three (3) or more persons, either formal or informal, which meets BOTH of the following criteria:

      i. Has unique common name or common identifying signs, colors, or symbols, and.

      ii. Has members or associates who, individually or collectively engage repeatedly in, or have repeatedly engaged in criminal activity.

   b. Youth and street gang member - A person who meets any two (2) of the following criteria:

      i. Admits to gang membership, is a youth up to age 21 who is identified as a gang member by a parent or guardian,

      ii. Is identified as a gang member by a documented reliable informant,

      iii. Resides in or frequents, a particular gang's area and adopts their style of dress, use of hand signs, symbols, or tattoos, and associates with known gang members,

      iv. Is identified as a gang member by an informant of previously untested reliability and corroborated by independent information,

      v. Has been arrested more than once in the company of identified gang members for offenses which are consistent with usual gang activity,

      vi. Is identified as a gang member by physical evidence such as photographs or other documentation.

2. OPERATIONAL POLICY AND PROCEDURES

   a. Gang control is the responsibility of all staff members. South Tech Charter Academy, Inc. staff will be vigilant and sensitive to dress, behavior, and activities typically associated with gangs. Administration will be notified immediately upon recognition of any suspected gang-related issues or incidents.

   b. Graffiti is a communication vehicle for gangs and must be removed or covered immediately upon discovery. Allowing graffiti to remain encourages additional graffiti and may contribute to outbreaks of violence. Graffiti will be immediately reported to the office staff, who will, in turn, dispatch a custodian to remove or cover the graffiti. Staff will generate an emergency work order for painting over graffiti that cannot be rendered invisible or illegible through cleaning.

   c. The school administrator shall justify in writing any restrictions of symbolic expression as follows and prior to imposing such restrictions shall articulate:

i. Which item of dress, expression, or article is being restricted, and

ii. The basis of the administrator's belief based on articulated facts that the exercise of the prohibited activity would materially interfere with or substantially disrupt school activities.

d. The type of dress, apparel, activities, acts, behavior or manner of grooming displayed, reflected, or participated in by the student shall not:

i. Lead school officials to reasonably believe that such behavior, apparel, activities, acts or other attributes are gang related and would materially interfere or substantially disrupt the school environment or activity and/or educational objectives;

ii. Present a physical safety hazard to self, students, staff, employees, or other persons authorized to be on the school campus.

e. Student behavior or other attributes in violation of these provisions will be corrected by the student upon direction by school personnel. If the student refuses, the parent/guardian will be notified and appropriate discipline assigned to the student.

f. Students identified as being involved in, influenced by, or affiliated with gangs shall be provided assistance and/or programs which discourage gang involvement or affiliation, enhance self-esteem, encourage interest and participation in school or other positive activities and promote membership in authorized school organizations.

g. Training to provide increased awareness of the threat to the safety of students, staff and school property which gang-related activity poses shall be provided on an as-needed basis. Presentations shall provide training in current identification symbols used by those involved in gang-related activity and shall include the identification of hand signals, apparel, jewelry, and/or other pertinent gang-related information.

3. NOTIFICATION:

a. The Academy Superintendent or Management Company Representative shall notify the student body of the South Tech Charter Academy, Inc. Gang Control Policy through presentations and publications, including, but not limited to recruitment literature, student admission applications, and the Student Code of Conduct.

b. It shall be the responsibility of students and parents to familiarize themselves with said policy.

4. REVIEW PROCEDURE:

a. Student and/or parents who are in disagreement with handling of gang related issues and/or corrective and disciplinary action associated with the gang control policy may follow Due Process.

b. Grievance Procedures stated in Board Policy 5.19 prescribe appropriate steps involved in Due Process.

Authority: 230.22(1); 230.23(6)(c)(d); 231.05; 232.25; 1006.13 FS

Implemented: 230.23(6)(c)(d); 231.05; 232.25 FS

South Tech Charter Academy, Inc. Board Policy **5.091**

GANG CONTROL POLICY

History: New: 11/04/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

REGULAR SCHOOL ATTENDANCE

1. Regular Attendance Is Mandatory--Pursuant to Fla. Stat. §§ 1003.01, 1003.21, 1003.23, and 1003.24, all students who are subject to compulsory attendance shall be required to attend school regularly, as defined in paragraph (1)(b)(i) herein.
    a. Aside from any exemptions recognized under Fla. Stat. Chapter 1003, the only permissible exception to mandatory regular attendance shall be an excused absence as defined in School Board Policy 5.09.
    b. Definitions
        i. "Regularly" or "regular attendance" means attending school *every school day*, including *every class period*, for the *entire class period*, of *each course or class* in which a student is enrolled (or the equivalent of such class periods in schools with block scheduling).
        ii. A "school day" for a given student, is that portion of the day in which school is actually in session for the group of pupils of which the student is a part. Students may not be counted in attendance while away from the school on a school day unless they are engaged in an educational activity which constitutes a part of the school-approved instructional program.
        iii. "Subject to compulsory attendance" refers to minors who are required by law to attend school regularly unless an exemption or exception is applicable under Fla. Stat. Chapter 1003.
2. Academic Performance Does Not Excuse Absences--Attendance and academic performance shall be reported separately on student report cards, as required by Fla. Stat. § 1003.33.
    a. Pursuant to Fla. Stat. § 1003.33(2), schools shall not allow students to be exempted from any academic performance requirements based on practices designed to encourage student attendance. A student's attendance record may not be used in whole or in part to provide an exemption from any academic performance requirement.
    b. Further, a student's academic performance shall not be used in whole or in part to provide an exemption from any attendance requirement. The Student Progression Plan under South Tech Academy Board Policy 8.012 shall be interpreted consistent with this Policy.
3. Discipline for Attendance Violations--Even if a student with certain absences is allowed to pass a course or pass to the next grade level under the Student Progression Plan, students must be aware that unexcused absences (as defined in Policy 5.09) are prohibited and may result in discipline and/or other interventions.
    a. In accordance with Fla. Stat. § 1006.09(1) (b), no student shall be *suspended* for unexcused tardiness, lateness, absence, or truancy.
    b. However, other discipline and/or other interventions besides suspension may be imposed for attendance violations (such as habitual tardiness, failing to attend an assigned class while at school, being out of the assigned area, or leaving class or the school grounds without permission), as provided by other relevant Board Policies, State Board of Education Rules, and Florida Statutes.
4. Make Up Work--Florida Statutes mandate that students be in regular school attendance. The Board's position is that any absence from any class, for any reason, negatively impacts student learning, progress, and achievement. Students are required to make up work missed for all absences, whether excused or unexcused. Make-up work will be graded and included in student grades. Students who fail to make up missed work will be assigned a zero on daily grading for missed days. Repeated failure or refusal to make up work will result in disciplinary action and placement upon a student performance contract.
5. Students with Disabilities--This Policy shall be construed in harmony with the IDEA and Section 504 of the Rehabilitation Act and their federal implementing regulations and parallel state laws and an IEP or 504 Plan implementing such laws.

STATUTORY AUTHORITY: Fla. Stat. §§ 1001.41, 1001.42, 1001.43

LAWS IMPLEMENTED:	Fla. Stat. §§ 1001.42, 1001.43, 1003.21, 1003.23, 1003.24, 1003.33, 1003.41, 1006.07, 1006.09
HISTORY:	New 2/05/09; 12/14/17

South Tech Charter Academy, Inc. Board Policy **5.18**

STUDENT CONDUCT AND BEHAVIOR

1. Schools are established for the benefit of all students. The educational purposes of the schools are best accomplished in a climate of student behavior that is socially acceptable and conducive to the learning and teaching process. Student behavior that disrupts this process or that infringes upon the rights of other individuals will not be tolerated.

2. The Governing Board supports the administrative staff and teachers in taking all necessary steps, **exclusive of corporal punishment of any kind, at any time or in any circumstance,** to enforce and implement all board policies and administrative directives to maintain appropriate student behavior. Important among these policies and directives are those in the areas of conduct, discipline, suspensions and expulsions, and enhancing the climate for learning.

3. Palm Beach School District policies inclusive of **5.181** through **5.1891** are adopted and shall serve as the basis for South Tech Charter Academy, Inc. Board code governing student conduct and discipline. All discipline shall be administered in accordance with provisions of the Palm Beach School District "Matrix of Incidents and Actions for Secondary Schools".

4. The Board recognizes that the code of student contact must be compliant with the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act. Therefore, students eligible for services under IDEA or Section 504, will be disciplined in accordance with these Acts and are governed by those Board policies which specify application to students covered under IDEA and Section 504.

5. The codes shall be distributed to all school personnel, students, parents or guardians and discussed at the beginning of every school year.

6. In accordance with § 1006.13 FS, the Board adopts a policy of zero tolerance for crime, gang-related activity, substance abuse, possession of a firearm, and threats of violence.

7. To the extent that any definition, recommended disciplinary action or any provision in the policies serving as the basis for code governing student conduct are contrary to state law, state board of education rule, the law or state board rule shall control.

8. Grievance Against Schools

    a. Students, parents or guardians are required to follow the procedures outlined in South Tech Charter Academy, Inc. Board Policy 5.19 for addressing grievances against the school.

    b. Grievances associated with student boycotts, walkouts, and sit-ins, must be presented by the parents themselves rather than by students.

Authority: FS 230.23(6)(c)(d); 230.23(8); 230.23(22); 1006.13; 230.23005(1)

Implemented: FS 230.23(6)(c)(d); 230.23005(1); 1006.13; 18 U.S.C. §§ 921(a)(25)(26); 922(q)(2)(3); 924(a)(4)

Reference: Palm Beach School District Policy 5.18

History: New: 8/19/2004, Revised: 11/04/2004; 7/07/2005, 4/14/16; 12/14/17

THREATS OF VIOLENCE CONTROL POLICY

The purpose of the South Tech Charter Academy, Inc. Threats of Violence Control Policy is to address associated problems through proactive education and disciplinary action, where necessary. **South Tech Charter Academy, Inc. has a zero tolerance for threats of violence in school buildings, on school grounds, or from remote locations. Making a threat of violence, participating in any threatening activity, or spreading a threat through any communication media or in any other manner will result in criminal prosecution to the fullest extent of law. Students involved in making any threat of violence or associated activity will be immediately suspended and the student expulsion process may be initiated. Notice of this policy and the severity of both committing a threat of violence and the consequences of involvement in such activities will appear in all student recruitment literature, student admission applications, and the Student Code of Conduct.**

1) **DEFINITION OF THREATS OF VIOLENCE:** "Credible **threat of violence**" is **defined** as "a knowing and willful statement or course of conduct that would place a reasonable person in fear for his or her safety, or the safety of his or her immediate family, and that serves no legitimate purpose." (§ 527.8(b)(2).)
2) **OPERATIONAL POLICY AND PROCEDURES:**
   a) Threats of violence control and management is the responsibility of all staff members. South Tech Charter Academy, Inc. staff will be vigilant and sensitive to any form of violent threats to individuals or groups, whether directed toward students, school staff, or individuals who are not associated with SouthTech Charter Academy.
   b) Staff will immediately notify administration upon becoming aware of any threat of violence during school hours. After hours, they are expected to contact any member of administration, who in turn, will notify the Superintendent and principal. The Superintendent and/or principal will notify School Police and other appropriate staff members according to need.
   c) Students will notify school staff or Administration immediately upon becoming aware of a threat while on campus.
   d) If students become aware of a threat of violence while not in school, they are expected to notify a responsible adult immediately and report the threat to School Police at 561-434-8700.
   e) Training to provide increased awareness of the potential dangers due to acts of terrorism of other forms of violence will be provided to students and staff on an as-needed basis. The importance of not diminishing the potential of stated threats will be foremost in all such related training.
3) NOTIFICATION:
   a) The Academy Superintendent shall notify the student body of the South Tech Charter Academy, Inc. Threats of Violence Control Policy through presentations and publications, including, but not limited to recruitment literature, student admission applications, and the Student Code of Conduct.
   b) It shall be the responsibility of students and parents to familiarize themselves with said policy.

THREATS OF VIOLENCE CONTROL POLICY

4) **REVIEW PROCEDURE:**

Student and/or parents who are in disagreement with administrative dissolution of threats of violence events and related issues and/or corrective and disciplinary application administered in accordance with enforcing the threats of violence control policy, may follow Due Process as prescribed in Board Policy 5.19.

Authority: 527.8(b)(2), 784.048(1)(c) F S

Implemented: 527.8(b)(2), 784.048(1)(c) F S

History: New: 4/14/16; 12/14/17

THREAT ASSESSMENT

1. **Purpose:** This policy was developed pursuant to legislation enacted by the State of Florida (Marjory Stoneman Douglas High School Public Safety Act, SB 7026), established research, and recognized standards of practice regarding threat assessment and management in school settings.

2. The School Board of Palm Beach County, Florida is committed to protecting its students, employees, and members of the community. The Board recognizes that District-wide violence prevention must be in place to ensure a safe and supportive school climate that promotes the social/emotional and academic development of all students. This Policy applies to students enrolled in the District's K-12 programs.

3. DEFINITIONS

a. A **threat assessment** is a violence prevention strategy that involves: (a) identifying student threats to commit a violent act, (b) determining the seriousness of the threat, and (c) developing intervention plans that protect potential victims and address the underlying problem or conflict that stimulated the threatening behavior.

i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.

ii. The communication and/or behavior is considered a threat regardless of whether it is observed by or communicated directly to the target of the threat; observed by or communicated to a third party, and regardless of whether the target of the threat is aware of the threat.

b. **A threat assessment** is a systematic process that is designed to identify situations/persons of concern, investigate and gather information, and assess and manage the situation in order to mitigate risk. The Palm Beach County School District's threat assessment instrument which is based on the standard instrument developed by the Florida Department of Education's Office of Safe Schools is attached hereto and incorporated by reference.

4. Types of Threats:

a. Direct threats identifies a specific act against a specific target delivered in a clear and explicit manner.

b. Indirect threats tend to be vague, unclear and ambiguous. Violence is implied.

c. Veiled threats strongly imply, but do not explicitly threaten violence.

d. Conditional threats are often used in extortion cases. They warn that a violent act will happen if certain demands are not met.

THREAT ASSESSMENT

5. Levels of Threats:

a. **Transient (Low)**: threats are defined as statements that do not express a lasting intent to harm self or others. Low level threats are either intended as figures of speech, or reflect feelings that dissipate in a short period when the student thinks about the meaning of what he or she has said. It is important to realize that most threatening statements are not serious threats because the student has no substantive intention of carrying out the threat. A threat is transient if it can be qui ckly and easily resolved.

b. **Serious Substantive (Medium):** serious threats are defined as statements that express a continuing intent to harm self or others. Medium level threats may express emotion and have substance. In other words, the threat contains specific, plausible details. Usually involve a fight or a threat to hit someone or to do harm without the use of a weapon.

c. **Very Serious Substantive (High):** very serious threats are defined as statements that express a continuing intent to harm self or others. High level threats may express emotion and have substance. In other words, the threat contains specific, plausible details of carrying out the threat. Very serious threats involve the use of a weapon or a threat to kill, rape or inflict severe injury towards someone.

6. ROLES AND RESPONSIBILITIES

a. The superintendent's designee shall ensure compliance with this policy.

b. Each school principal shall identify members of a threat assessment team that shall include persons with expertise in counseling- such as school psychologists, school social workers, and family counselors; instruction; law enforcement; and school administration- such as the principal, when available. Additional personnel with knowledge of the child or circumstances may also serve as members of the team.

c. All school-based administrators and threat assessment team members must attend and complete mandatory district threat assessment trainings annually. Each school-based team member, including the school principal, must attend the District's threat assessment procedures training. Each mandatory team member shall report their completion of this requirement to their supervisor by the end of the semester and annually.

d. The threat assessment team must provide annual training and guidance to students, staff, and parents on recognizing behaviors of concern, their roles and responsibilities in reporting the behavior, and the various options for submitting a report, including anonymous reporting.

e. Each school principal must assign school-based staff members who can proactively monitor and respond to all incoming reports where safety is of concern.

f. Each threat assessment team must respond within 24 hours when school is in session, to any report of a threat or any patterns of behavior that may pose a threat

to self or others. If school is not in session, the school principal must immediately refer the matter to law enforcement for evaluation, and the threat assessment team must meet no later than the end of the first day school is back in session to consider the matter and ensure it is addressed. The team shall gather information regarding the specifics threat and/or behaviors that may pose a threat, including but not limited to: details of the incident or threat, witness statements, and relevant artifacts.

g. When assessing a potential threat or concerning behavior, the threat assessment team must determine not only whether a threat has been made or communicated, but also if a person poses a danger to self or others or if they are potentially on a pathway to violence.

i. For students deemed a threat to self, the threat assessment team must ensure the student's immediate safety and follow the District's protocols.

ii. If the threat assessment team determines that a student poses a threat to others, team is responsible for assessing the level of threat by conducting student/parent interviews, reviewing all pertinent records, and following the District's threat assessment procedures.

iii. The threat assessment team must coordinate resources to provide intervention to individuals whose behavior may pose a threat to the safety of school staff or students consistent with the model policies developed by the Florida Department of Education Office of Safe Schools.

iv. The threat assessment team must plan for the implementation and monitoring of appropriate interventions in order to manage or mitigate the student's risk for engaging in violence and increasing the likelihood of positive outcomes.

v. Interventions should remain in place until the team assesses that the student is no longer in need of support(s) and does not pose a threat to self or others.

h. Threat assessment teams shall follow established procedures for referrals to school-based, community, and/or health care providers for mental health services, evaluation or treatment.

i. The school principal will review the documentation for all threat assessments to ensure completeness and fidelity. The school principal will sign/acknowledge that the threat assessment documentation is complete and will forward the signed/acknowledged assessment to their supervisor. In addition, upon a preliminary determination that a student poses a threat of violence or physical harm to self or others, student poses a threat of violence or physical harm to self or others, the principal must immediately report its determination to their supervisor and the District's Safety Specialist. The school's principal or in their absence a designee shall immediately attempt to notify the student's parent or legal guardian.

j. Nothing in this policy shall preclude school personnel from acting immediately to address an imminent threat. Where an immediate threat to life or physical safety exists, law enforcement must be notified immediately. If an immediate mental health

or substance abuse crisis is suspected, school personnel shall follow policies to engage behavioral health crisis resources, including, but not limited to, mobile crisis teams and school resource officers, who have been trained in crisis intervention. These individuals shall provide emergency intervention and assessment, make recommendations, and refer the student for appropriate services. Threat assessment teams shall contact other agencies involved with the student and any known service providers to share information and coordinate necessary follow up. Any information from education records disclosed during this process shall be done in accordance with The
Family Educational Rights and Privacy Act (FERPA) (34 CFR 99.31(10), 99.36) and School Board Policy 5.50. related to student education records.

k. All Palm Beach employees, volunteers, and contractors are required to report to school administration any expressed threat(s) or behavior(s) that may represent a threat to the community, school, or self.

l. Regardless of threat assessment activities, disciplinary action and referral to law enforcement are to occur as required by law and school board policies. When applicable, incidents shall also be reported through the School Environmental Safety Incident Reporting System (SESIR).

m. Upon a preliminary determination by the threat assessment team that a student poses a threat, members of the threat assessment team may request and obtain criminal history record information.

   i. No member of a threat assessment team shall re-disclose any criminal history record information obtained or use any record of an individual beyond the purpose for which such disclosure was made to the threat assessment team.

   ii. The threat assessment team may not maintain the criminal history record or place it in the student's educational file.

n. The threat assessment team must consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts, or the severity of an act, that would pose a threat to school safety.

o. If a student commits more than one misdemeanor that is known to the school, the threat assessment team must consult with law enforcement to determine if the act should be reported to law enforcement for further action.

p. If a student is facing possible expulsion or suspension as a consequence of certain actions, the school should identify resources that may assist the student during the period of suspension or expulsion.

q. Threat assessment records are considered educational records and shall be maintained and released accordance with FERPA and state statute.

THREAT ASSESSMENT

r. The threat assessment, its determination, along with any interventions provided, will be recorded in the Florida Schools Safety Portal (FSSP) when it becomes available. Additionally, these records will be transferred pursuant to school board policy 5.50.

s. Upon the student's transfer to a different school, the threat assessment team must verify that any intervention services provided to the student remain in place until the threat assessment team of the receiving school independently determines the need for intervention services is not found in documentation

Authority: Fla. Stat. §§120.81 (1) (a), 1001.32(2). 1001.42; 1003.43; 1003.02

Implemented: Fla. Stat. §§ 1006.07 (7); 1006.13(2) (f); 1001.212 (12)

History: New: 6/16/2020; 8/13/2020

South Tech Charter Academy, Inc. Board Policy **5.182**

STUDENT DRESS CODES AND UNIFORMS

1. F.S. 1001.43(1)(b) authorizes the Board to require uniforms to be worn by the student body or to impose other dress-related requirements in the Board finds that these requirements are necessary for the safety or welfare of the student body or school personnel. As a result of being granted that authority, the Founding Boards of SouthTech Schools created a uniform code into the school charters and have enforced the uniform policy beginning with the opening of the respective schools.

2. The purpose of a standard student attire policy is to provide a safe environment for students which fosters learning and improves school safety and discipline by: (a) Encouraging students to express their individuality through personality and academic achievements, rather than outward appearance. (b) Enabling students to focus on academics, rather than fashion, because they are able to convey a neat, serious, and studious image. (c) Minimizing disciplinary problems because students are not distracted by clothing. (d) Reducing the time needed to correct dress code violations through a readily available inventory of compliant attire. (e) Minimizing visible differences between students and eliminating social pressures to wear brand-name clothing or colors to show gang affiliation, thereby easing financial pressures on parents and enhancing school safety. (f) Creating a sense of school pride and belonging, and (g) provide a method of student and program/grade identification for school security workers.

3. Uniform design will be school-specific.
    a. High School uniforms will be career academy-specific and will be representative of typical dress for the academy's theme industry. Some academies will include both pants and shirts and others will only require shirts. Each academy will have uniforms that are unique in color. Some academies may use different colors for each year or subsection of programs within the academy.
    b. Middle School uniforms will be grade-specific, with each grade being assigned a unique color.

    The design of school uniforms will be reviewed annually by school administration and uniform design will be altered or modified as needed to assure that the purposes of uniforms as stated in section 2 are achieved.

4. As uniform shirts are required for all students, shirts will be considered the primary form of student recognition by uniforms. Except in inclement weather, students are required to have a sufficient portion of their shirt visible for security personnel observation. Headwear, including the hoods of "hoodie" shirts or jackets, is not allowed to be worn on the school campus, unless such headwear is considered an industry standard or a required safety device for the student's career academy.

5. If a student, parent, or guardian feels that compliance with the uniform policy is an unfair infringement on the student's religious or other rights, a grievance may be filed for review by the Superintendent or designee. Those individuals wishing to file a grievance are required to follow the procedures outlined in South Tech Charter Academy, Inc. Board Policy 5.19 for addressing grievances against the school.

Reference: Palm Beach School District Policy 5.182

History: New: 8/11/16; 12/14/17

South Tech Charter Academy, Inc. Board Policy **5.19**

PARENT/STUDENT GRIEVANCES

1. The Governing Board of South Tech Charter Academy, Inc. recognizes that misunderstandings between students, parents (or guardians), and School staff may occur. It is the intent of this policy to provide a means for resolving these issues.

    a. A key ingredient in a student's educational success is parental involvement in the student's education. This includes daily parent/student discussion, parental involvement in school activities, such as Open House, Parent Teacher Student Organization (PTSO) meetings, and School Advisory Committee (SAC) meetings.

    b. Parents and guardians are encouraged to arrange, by appointment, periodic conferences with their student's instructional staff to discuss student progress and needs, and resolve minor misunderstandings.

2. Parents or students wishing to file a formal grievance shall do the following::

    a. Submit a written request to the Principal outlining the nature of the grievance and desired resolution.
    b. The Principal shall schedule a meeting with the appropriate Assistant Principal and staff member(s) involved with the issue at a convenient date and time. This shall occur within five days of receiving the grievance.
    c. After staff has discussed the issue, a meeting will be scheduled with the parents/guardians and/or student to resolve the situation.
    d. If the issue is not resolved, the parents/guardians or student may appeal to the Superintendent for resolution. The Superintendent shall schedule a hearing with all involved parties and deliver a response within ten days of the request.
    e. The parent or student, after exhausting school center remedies, may appeal the grievance to the Governing Board. The parent or student shall make a request in writing to the Governing Board Secretary requesting a Governing Board hearing. The Governing Board chairman may call the Governing Board to an Executive Session meeting if it is determined to be appropriate in light of statutory mandates. The Governing Board shall render a final decision on the matter by majority vote within thirty days.

3. The Board, Superintendent or Management Company Representative and Academy staff shall respect the rights of students and parents to disagree on an issue, and seek redress without fear of reprisal.

Authority: FS 230.23(6)(c)(d); 230.23(8); 230.23(22); 230.235; 230.23005(1)

Implemented: FS 230.23(6)(c)(d); 230.23005(1); 230.235; 18 U.S.C. §§ 921(a)(25)(26); 922(q)(2)(3); 924(a)(4)

Reference: South Tech Charter Academy, Inc. Policy 5.18

History: 7/31/2012; 12/14/17

South Tech Charter Academy, Inc. Board Policy 5.30

REPORTING CHILD ABUSE, ABANDONMENT, OR NEGLECT

All South Tech Academy employees who know or have reasonable cause to suspect that a child is an abused, abandoned, or neglected child shall immediately report such knowledge or suspicion to the Department of Children and Families' Florida 24 Hour Abuse Hotline (1-800-96 ABUSE). Notice of this requirement and the Hotline number shall be posted throughout the school.

Authority: 39.201-39.206, F.S.

Implementation: 39.201), F.S.

History: New: 12/11/08; 12/14/17

Reference: Palm Beach School District Policy 5.30

ADMINISTRATION OF STUDENT MEDICATION TREATMENT

1. Duties and Authority of South Tech Charter Academy, Inc. Personnel Regarding Student Medication
    a. Pursuant to Fla. Stat. § 1006.062 (1), "Notwithstanding the provisions of the Nurse Practice Act, part I of Chapter 464, school district personnel shall be authorized to assist students in the administration of prescription medication," if the following conditions have been met:
        i. As required by Fla. Stat. §.1006.062 (1)(b)1, for each prescribed medication, the student's parent or guardian shall provide to the school principal a written statement signed Physician's Authorization for Student Medication/Treatment form ("Authorization form") prepared by the Health Department) which shall grant to the principal or the principal's designee permission to assist in the administration of such medication and which shall explain the necessity for such medication to be provided during the school day, including any occasion when the student is away from school property on official school business;
        ii. "The school principal or the principal's trained designee shall assist the student in the administration of such medication" pursuant to Fla. Stat. § (1006.062(1)(b)(1),
        iii. School personnel shall be trained by a registered nurse, licensed practical nurse, physician's assistant, or physician according to a procedure which the Health Care District School Nurse Program provides.
        iv. "Each prescribed medication to be administered by School personnel shall be received, counted, and stored in its original container. When the medication is not in use, it shall be stored in its original container in a secure fashion under lock and key in a location designated by the principal," pursuant to Fla. Stat. § 1006.062 (1)(b)2.
        v. A properly executed Physician's Authorization for Student Medication/Treatment form ("Authorization form" prepared by the Health Department) must be on file for the student and the particular medication; and
        vi. Other conditions have been fulfilled, and procedures have been followed, as set forth in this Policy, Sections 1(b) through 8(f)(ii).

    b. A minimum of two (2) Academy personnel shall be designated by the Principal to assist in the administration of medication. These designees will be trained at the beginning of each school year.
    c. Academy personnel will be designated by the Principal to administer medication, as necessary, during a field trip. The designee will be trained by a school nurse.
    d. The Authorization form provided by the custodial parent/guardian shall be a confidential medical record. The Authorization form is to be made available for review only to Academy personnel designated by the principal to administer medication.
    e. By signing the Authorization form, the custodial parent/guardian provides permission for Academy personnel designated by the Principal to:
        i. administer medication/treatment;
        ii. share relevant information with appropriate staff; and/or
        iii. contact the student's health care provider concerning the medication ordered.
    f. Pursuant to Fla. Stat. § 1006.062(2), "there shall be no liability for civil damages as a result of the administration of such medication, when the person administering such medication acts as an ordinarily reasonably prudent person would have acted under the same or similar circumstances."
    g. Schools do not have the authority in the absence of the Authorization form or consent of the custodial parent/guardian to administer, or require students to take, medication.
    h. Medications are to be kept in a double-locked cabinet or locked refrigerator.
    i. Medications shall be administered in compliance with the requirements in Section (7) of this Policy.
    j. Medication/treatment orders and sign-out sheets: Medication Administration Records (MAR) shall be filed in the student's confidential health record (located in the school health room).
2. Authority and Responsibility of the School Nurse
    a. In schools where a school nurse is assigned full-time, the school nurse will manage the medication administration program.
    b. In schools where a part-time school nurse is assigned, or when the school nurse is absent, the administration of medication comes under the authority of the school Principal.
    c. Medication/treatment shall be administered in compliance with Section (7) of this Policy.

3. Custodial Parent/Guardian's Request for Student Medication/Treatment
   a. Requests from a custodial parent/guardian for their child to receive any medication/treatment during school hours must be made by submitting a properly executed Authorization form to the school nurse or Principal/designee. Further, it is the responsibility of the parent(s)/guardian to notify school administration if the student needs to use a blood glucose monitoring device and/or insulin delivery system at school.
   b. A separate Authorization form must be submitted for:
      i. each medication;
      ii. each treatment;
      iii. each dosage change; and/or
      iv. each new school year;
   c. The custodial parent/guardian may retrieve the medication/treatment from the school at any time before the end of the school year.
   d. Medication that is not retrieved by the custodial parent/guardian after one (1) week following the termination of the physician's order will be destroyed.
   e. Medication that is not retrieved by the custodial parent/guardian within two (2) days after the close of the school year will be destroyed.
   f. When medication is destroyed, this action shall be taken consistent with Fla. Stat. § 499.0121, in such a manner as to ensure total destruction of the substance so that no one could make use of the medication or be harmed by it.
   g. The Authorization form is to be obtained from the office of the student's physician;

4. Medication/Treatment Prescribed by a Physician
   a. Prescribed medication by a physician should be brought to school by the custodial parent/guardian in the original container.
   b. The medication should be given to the school nurse and/or principal's designee to accept medication.
   c. The container must be appropriately labeled by a pharmacy or by the physician showing:
      i. student's name;
      ii. physician's name;
      iii. medication name, dose, and administration information;
      iv. prescription number (if applicable);
      v. prescription date; and
      vi. expiration date.
   d. If the prescription medication is in pill or capsule form, the pills/capsules are to be counted by the school nurse and/or Principal's designee in the presence of the parent/guardian and both shall sign the student’s Medication Administration Record noting the date, the amount of medication received, and their signatures.
   e If the prescription medication is in liquid form, the amount of liquid in the container is to be
5. Over-the-Counter Medication
   a. Over-the-counter medication must be:
      i. authorized by the parent with a valid parental consent forms on file with the school
      ii. in the new sealed original container; and
      iii. labeled with the student's name by the custodial parent/guardian.
   b. If the over-the-counter medication is in pill or capsule form, the number of pills/capsules are to be counted documented by the school nurse and/or principal's designee in the presence of the parent/guardian and both shall sign the student’s Medication Administration Record noting the date, the amount of medication received, and their signatures.
   c. If the over-the-counter medication is in liquid form, the amount of liquid in the container is to be estimated by the school nurse and/or principal's designee in the presence of the parent/guardian and both shall sign the student’s Medication Administration Record noting the date, the amount of medication received, and their signatures.
   d. South Tech Charter Academy, Inc. participates in the Palm Beach County School Health Program expanded pilot project whereby the over-the-counter medication acetaminophen will be administered free

charge, by an employed nurse of the Palm Beach Health Care District's School Nurse Program to students identified by the nurse as individuals likely to benefit from the non-prescription drug. South Tech is relying on the expertise of the nurse, following a of specific protocol and standing orders, to administer this medication in accordance with the regulations of her employer. South Tech will require any of its students participating in this program to have valid parental consent forms on file with the school giving medical authorization to receive the non-prescription medication prior to the nurse administering the medication. Such consent forms will be valid for the school year referenced on the form, and in addition to any other medical authorization forms already required by South Tech for the protection of its students."

6. Students' Rights and Responsibilities
   a. While on school property, asthmatic students shall be allowed to retain a metered dose inhaler when they have written approval from the custodial parent/guardian and physician (on an "Authorization form") pursuant to Fla. Stat. § 1002.20(3)(h). The school nurse and/or Principal's designee shall maintain a copy of these approvals in the individual medication administration record.
   b. Diabetes management. Pursuant to Fla. Stat. § 1002.20(3) (per HB 747 (2010)), school assignments for students with diabetes will not be restricted on the basis that the student has diabetes, due the absence of a full-time school nurse or due to the absence of school district employees trained in the management of diabetes.
      i. Students with diabetes whose parents/guardians and physician provide written authorization to the school principal may carry diabetic supplies and equipment on their person and attend to the management and care of their diabetes while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities to the extent authorized by the parent and physician and within the parameters set forth by State Board of Education rule. The written authorization shall identify the diabetic supplies and equipment that the student is authorized to carry and shall describe the activities the child is capable of performing without assistance, such as performing blood-glucose level checks and urine ketone testing, administering insulin through the insulin- delivery system used by the student, and treating hypoglycemia and hyperglycemia.
      II. As provided in Board Policy 5.3212, students who need to monitor their blood glucose levels during the school day, as ordered by their physician, have the responsibility of showing the monitoring device and/or insulin delivery system to their teachers and administrators and school nurse at the beginning of the school year or at such later date as corresponds with their starting to use such medical devices at school. The device(s) must be labeled consistent with Sections (4) or (5) above.
   c. While in school, participating in school sponsored activities, or in transit to or from school or school-sponsored activities, students who have experienced or are at risk for experiencing life-threatening allergic reactions shall be allowed to retain an epinephrine auto-injector (not including a two-dose delivery system) and self-administer epinephrine by auto-injector when they have provided the school with written approval from the custodial parent/guardian and physician (on an "Authorization form") pursuant to Fla. Stat § 1002.20(3)(i). The school nurse and/or principal's designee shall maintain a copy of these approvals in the medication administration record.
   d. Pursuant to Fla. Stat. § 1002.20(3) (per SB 166 (2010)), a student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a physician prescribed pancreatic enzyme supplement while in school, participating in school-sponsored activities, or in transit to or from school for school-sponsored activities with authorization from the student's parent.
   e, To facilitate correct identification and maintain the health and safety of the student during the administration of the medication/treatment by the school nurse and/or school district staff, the parent/guardian must provide each school year a recent photograph of the student to the principal's designee.
7. Administration of Medication
   a. A reasonable attempt shall be made to administer medicine in a manner which shall not interfere with the educational process.

b. If the information required in the Authorization form as required in Section (3)(b)(i-vi) above is not available, or the container is not labeled properly pursuant to Section (4)(d)(i-vi), the medication/treatment will not be administered to the student by the school nurse Page 4 of 5and/or principal's designee.
c. Further, the medication/treatment will not be administered, and the custodial parent/guardian and the principal/designee must be notified, if:
    i. there is a conflict between the physician's order and the medication label directions (e.g., conflicts regarding the name of the medication, the student's name, the time the medication is to be given, or the dosage);
    ii. there is a possible contamination of the medication;
    iii. if the medication is to be taken orally, and the student is unable to swallow oral medication;
    iv. there has been a change in the medication's color or composition;
    v. there is a question of the student's identity;
    vi. the medication has expired; or
    vii. the student refuses to take the medication.
d. Medication "rights" are to be observed before medication is administered to a student. These include but are not limited to:
    i. right student: the student is to be identified before medication is administered.
    ii. right medication: the orders must match the medication label.
    iii. right dosage: the orders must match the medication label.
    iv. right time: the orders must match the medication label and the medication is to be given within thirty (30) minutes before or after the prescribed time.
    v. right route: the medication must be properly administered. Examples of administration are inhalation, oral or injection.
    vi. right documentation: following the medication administration or provision of a treatment, documentation must be completed on the student’s Medication Administration Record.
e. The school nurse/Principal's designee must observe the student while the student is taking the medication.
f. Oral medication should be taken with water, unless otherwise specified by the ordering physician.
g. Any deviation from Section (7) of this Policy must be noted in the student's individual medication administration record and reported immediately by telephone to the custodial parent/guardian and to the principal/designee.

8. Individual Medication Record
    a. The individual medication administration record is a legal document.
    b. The person who administers the medication shall note the following information on the student's individual medication administration record each time a medication/treatment is administered and all such information shall be *recorded in ink*:
        i. the initials of the person administering the medication/treatment;
        ii. the name and dosage of the medication/treatment; and
        iii. the date and time the medication/treatment was given; or
        iv. a notation if the medication/treatment should have been administered, but was not.
    c. Any medication/treatment that is administered on an "as needed" basis shall be recorded each time it is given.
    d. Errors made in signing out medications must be crossed out, initialed, and correctly entered; and
    e. Correction fluid, erasures, correction tape or similar items are not permitted on the individual medication administration record.
    f. The custodial parent/guardian and the principal/designee must be notified, and the medication/treatment will not be administered, if:
        i. there is no written and/or signed physician order in the individual medication administration record; or
        ii. the individual medication administration record does not contain a signed permission from the custodial parent/guardian.

ADMINISTRATION OF STUDENT MEDICATION TREATMENT

Authority:	Fla. Stat. §§ 230.22(2); 230.23(22); 232.46; 1001.41(1) & (2); 1001.42(22); 1001.43(7); 1006.07; 1006.062
Implemented:	Fla. Stat. §§ 230.231001.42(6)(a); 232.46; 232.47; 1002.20(3); 1003.22; 1006.07; 1006.062
History:	New: 08/03/2006; Revised: 11/8/2012; 12/14/17
Reference:	Palm Beach School District Policy 5.321

South Tech Charter Academy, Inc. Board Policy **5.3212**

BLOOD GLUCOSE MONITORING

1. Pursuant to Fla. Stat. § 1006.062(4) (c), students with diabetes mellitus (insulin-dependent or non-insulin dependent) or recurrent hypoglycemia have the right to monitor their blood sugar levels, or have such levels monitored during the day as ordered by their physician.

2. The purpose of blood glucose monitoring is to obtain information needed for appropriate decisions regarding the balance of insulin, food and exercise for the student.

3. Parents/guardians have the responsibility to notify the Academy administration in advance, pursuant to board Policy 5. 321, that their child will use a glucose monitoring device. Each student who will use a monitoring device has the responsibility of showing it to his/her teachers and school administrators at the beginning of the school year (or later time corresponding with beginning to use the device at school), and the device should be labeled with the student's name and other information consistent with Policy 5.321.

4. The academy Principal shall annually notify assistant principals and teachers of the students who will use glucose monitoring devices at the Academy. Applicable personnel are to be trained as specified in this policy.

5. The student, school nurse, or other personnel trained pursuant to section (7) below, will perform the monitoring. If a student will perform the monitoring, he or she will be assessed by the school nurse for adequate knowledge and skill in all aspects of blood glucose monitoring. Students performing self-monitoring shall be under the supervision of the school nurse or other personnel trained according to section (7) below.

6. The Academy Principal/designee shall identify at least two personnel to be trained in accordance with section (7), as backup for the school nurse in order to supervise and/or perform monitoring of blood glucose for students with diabetes or recurrent hypoglycemia.

7. Non-medical Academy personnel shall be allowed to perform or assist with blood glucose monitoring as a health-related service pursuant to Fla. Stat. § 1006.062(4), upon successful completion of child-specific training by a Florida-licensed registered nurse, nurse practitioner, physician (M.D. or D.O.), or physician assistant. The school nurse will supervise and assess the proficiency of non-medical Academy staff who receive such training.

8. As required by Fla. Stat. § 1006.062(4) and Board Policy 5.321, all blood glucose monitoring procedures shall be monitored periodically by a Florida-licensed registered nurse, nurse practitioner, physician (M.D. or D.O.) or physician assistant.

9. The schedule for a student's glucose monitoring in school should closely follow the monitoring schedule used at home. The student's individualized health care plan (IHCP) and/or section 504 Modification Plan (504 Plan) should specify when regular monitoring is to occur and when symptoms would indicate the need for additional monitoring.

10. The most appropriate setting for the glucose monitoring will, in many cases, be the school health room. Students in grade three or higher may monitor or be monitored in a supportive classroom situation. The location and method of monitoring glucose levels, including safe disposal of sharps/lancelets shall be determined by a joint decision of the academy Principal/designee and the school nurse with input from the student, the student's parent(s)/guardian(s), and the student's physician or other licensed healthcare provider.

11. The IHCP and 504 Plan will address emergency procedures for individual diabetic students and will contain a detailed description of the method of response.

BLOOD GLUCOSE MONITORING

12. Consistent with Fla. Stat. § 1006.062(2) and Board Policy 5.321, there shall be no liability for civil damages as a result of monitoring of student blood glucose levels when the person performing or supervising such monitoring acts as an ordinarily prudent person would have acted under the same or similar circumstances.

13. The Academy Principal and 504 designees will receive annual training on Section 504 of the Rehabilitation Act of 1973. Such training will include, but not be limited to, diabetes.

Authority: §§ 1001.41(2); 1006.062, Fla. Stat.

Implemented: §§ 1001.42(6)(a); 1006.062, Fla. Stat.

History: New: 08/03/2006; 12/14/17

Reference: Palm Beach School District Policy 5.3212

STUDENT RECORDS

1. **Purpose**.-- The Governing Board and Superintendent affirm their responsibility for establishing student records procedures compliant with law, including Fla. Stat. § 1002.22, State Board of Education Rule 6A-1.0955, 20 U.S.C. 1232g, and 34 C.F.R. Part 99. Personnel who handle student records are responsible for being acquainted with those laws, which this Policy implements and supplements.

2. **Annual Notice of FERPA Rights**.-- An annual notice of parents' (and adult students') rights under Fla. Stat. § 1002.22, regarding student records, shall be published in the Student and Family Handbook. This annual notice shall include, but is not limited to, the following

    a. Right of access, right of waiver of access, right to challenge and hearing (pursuant to Policy 5.19), and right of privacy;

    b. Notice of the location and availability of this Policy on education records; and

    c. The designation of certain non-School District agency personnel as "other school officials" who may have a "legitimate educational interest" in student records information.

    d. A statement that the School Board has a policy of supporting the law on rights relating to student records; the types of information and maintained by any public educational institution. However, if the record or report includes information on more than one pupil, the parent or adult student shall be entitled to receive, or be informed of, only the part of the record that pertains to the student who is the subject of the request; the other pupils' information must be redacted.

    e. Any other matters required by law.

3. **Types of Student Records and Their Location** -- Student education records include the Cumulative Record folder kept for each child at the school center as stated below in subparagraph (3)(c). This folder contains personal student information, student grades. and test results. The District shall maintain student information as required by SBER 6A-1.0955 (3)(a)3 and may retain student information as set forth in SBER 6A-I .0955 (4).

    a. The following education records may be maintained to facilitate instruction guidance and educational progress of students and adults enrolled in this School District. The student's information can be found at the school center and the student's cumulative record folder includes the student's legal name. Proof of birth information, last known address, name of parent/guardian, location of last school attended, days absent/present, and date withdrawn and date enrolled, courses taken, record of achievement. date of graduation or withdrawal. Additional student information retained at a school center may include: health and background data, extracurricular information, guidance information, standardized test scores, educational and career plans, honors, work experience and teacher comments, exceptional student staffing information, list of schools attended, driver education certificate, correspondence from private or community agencies, written agreements of corrections, deletions or expunctions of records and discipline records.

    b. Other records that fall within the definitions in federal law. Fla. Stat. 31002.22 (2) *(c)* & (d). or SBER 6A-1.0955 (2)(a) are also deemed student records for purposes of confidentiality protections

    c. Records are kept by the school's records custodian and school's Principal at the last school attended or graduated from for 3 years. Records are then sent to the Records Management Department of the school district Records Management can be contacted at (561) 434-8951. These records also appear on TERMS within the district's mainframe. School addresses are available on the District's website

4. **Access by Parents and Adult Students**.-- Parents and adult students shall be granted access to. that student's records within 30 days after receipt of a request by the School/District. The right to access student records by the parent or eligible student includes the right, upon request, to be shown any record or report relating to such student maintained by the School/District and that. Upon a reasonable request, the school shall furnish such parent or student with an explanation or interpretation of any such record or report. Copies of any list, record or report requested under the provisions of Fla. Stat. **6** 1002.22(3) shall be furnished to the parent or student upon request

   a. Both parents' right of access will be honored by the school unless there is a binding legal document or court order, on file at the school, specifically denying the right to one or both parents.

   b. A parent or adult student shall have the right, upon request, to be shown any record or report relating to that student and maintained by any public educational institution. However, if the record or report includes information on more than one pupil, the parent or adult student shall be entitled to receive, or be informed of, only the part of the record that pertains to the student who is the subject of the request; the other pupils' information must be redacted.

   c. A minimal fee based on the fee schedule below, may be if charged for these copies, when the School District is providing a record not usually provided a parent, is providing a large quantity of documents, is providing documentation to a non-parent either with the consent of the parent or pursuant to court order or subpoena or is a duplication of a record previously provided. However. the fee shall not exceed the actual cost to the School District for providing the copies and cannot be charged if it would deny availability of the records to the parent. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected

   d. Fee Schedule --Schedule of Fees -- When fees are authorized under section (4)(c) above, the School/District shall furnish the parent a copy or certified copy of any student record upon payment of the fees prescribed below. Wherever the term "actual cost" appears in this Schedule. it shall mean "the cost of the material and supplies used to duplicate the record, but it does not include the labor cost or overhead cost associated with such duplication,"

TYPE OF RECORD DUPLICATED	FEES
Legal page, one side	$0.15
Letter page. one side	$0.15
Legal age. double-sided	$0.20
Letter page, double-sided	$0.20
Audio tape	Actual cost (approx. $3.00 per tape)
Video tape	Actual cost (approx. $5.00 per video)
Computer diskette	Actual cost (approx. $0.45 per diskette)
Computer tape (cartridge)	Actual cost (approx. $5.35 per tape)
CD	Actual cost
Computer tape (Round)	Actual cost (approx. $1 0.00 per tape

   ADDITIONAL SERVICES FEES
   Certified copy charge $1 .OO
   Other Types of Copies -- For any copies not listed above. the charge shall be limited to the actual cost of duplication

5. **Waiver** - Parents and adult students have the right to waive the right of access to letters or statements of recommendation or evaluation for that student. Such waivers may not be required as a condition for admission to, receipt of financial aid from. or receipt of any other services or benefits from. any public agency or public educational institution in this state

a. Such waiver shall apply to recommendations or evaluations only if:
   i. the parent or student is, upon request, notified of the names of all persons submitting confidential letters or statements. And
   ii. such recommendations or evaluations are used solely for the purpose for which they were specifically intended

b. NOTE: The waiver shall include but not be limited to access to confidential letters or statements. The waiver shall not be valid unless in writing and signed by the adult student or the parent or guardian of the pupil, as appropriate. The waiver may be revoked in writing with respect to actions occurring after the revocation. The School/District may not require that adult students or the parent or guardian of pupils waive any other rights under F.S. **6** 1002.22.

6. **Disclosures and Exemption from Public Records Requests.—**Student records are confidential and exempt from the Public Records Act. That is, personally identifiable records or reports of a student. Any personal information contained therein. is confidential and exempt from Florida's Public Records Statute. They cannot be obtained through public records requests. Even student records that have been redacted to obscure personally-identifiable information remain confidential and exempt from the Public Records Act pursuant to Florida State University v. Hafton, 672 So. 2d 576, 580 (Fla. 1st DCA 1996). However, when a personnel investigative report or litigation records contains any personally-identifiable student information, "all student identifying information [shall] be redacted from the report prior to it being released." Johnson v. Deluz, 875 So. 2d 1 (Fla. 4th DCA 2004). See also Fla. AGO 2006-21.

7. **Release of Student Records** -- The School/District may not permit the release of confidential student records. reports. or information without the written consent of the student's parent, or of the student himself or herself if he or she is qualified as eligible to any individual, agency or organization, except as allowed by law. Personally identifiable records or reports of a student may be released, however, without the consent of the student or the student's parent to certain persons or organizations, including school officials and other officials with a legitimate educational interest, as well **as** under other conditions stated within Fla. Stat. **6** 1002.22 (3)(d).

8. **Written Consent** --Where prior written consent of the adult student or the parent or guardian of a student, as appropriate, is required written consent may be obtained by the following

.a. The written consent required must be signed and dated and shall include:
   i. Specification of the records to be disclosed;
   ii. The purposes of the disclosures, and
   iii. The party or class of parties to whom a disclosure is to be made.

a. Personally identifiable information shall be disclosed only on the condition that the party to whom the information is disclosed shall not disclose the information to any other party without prior written consent of the adult student or the parent or guardian of the pupil, as appropriate. Personally identifiable information, which is disclosed to an institution, agency or organization, may be used by its officers, employees and agents, but only for the purpose for which the disclosure was made.

b. Whenever written consent is required, the School/District shall presume that the adult student or the parent or guardian of the student, as appropriate, giving consent has the authority to do so unless the School/District has been provided with evidence that there is a legally binding instrument or state law or court order governing such matters as divorce, separation or custody which provides to the contrary.

d. When disclosure is made through prior written consent, if a parent or eligible student so requests, the School/District shall provide him or her with a copy of the records disclosed; and if the parent of a student who is not an eligible student so requests, the School/District shall provide the student with a copy of the records disclosed

e. A record of requests and disclosures of personally identifiable information from the education records, shall be maintained and kept with the education records of the student. Such record of access shall be available only to parents and to the school official and his/her assistants who are responsible for the custody of such records. Records of requests and disclosures do not have to be maintained when the disclosure is to the adult student or to the parent or guardian of the pupil, when the disclosure is based on written consent, or when the disclosure is to School/ District officials or other school officials with a legitimate educational interest. The record of requests for disclosure shall include but is not limited to the following:
   i. The parties who have requested or obtained personally identifiable information; and
   ii. The legitimate interests of the persons or entities requesting or obtaining the information..

9. **Access by "Other School Officials."—*South Tech Charter Academy, Inc. will honor joint agreements, which provide for the exchange of information about students that may be negotiated by the Palm Beach School District***, with the Palm Beach County Health Department, the Florida Department of Health, the Health Care District of Palm Beach County, the Children's Services Council of Palm Beach County, the Florida Department of Children and Families, and other agencies in specific circumstances where agency personnel have a legitimate educational interest in students jointly served, and brought to the Board for approval, and such agency personnel are therefore designated by the Board as "other school officials" who may have a "legitimate educational interest" in student records information, pursuant to the Board's authority under 34 C.F.R. § 99.31(a)(1); 34 C.F.R. § 99.7(3)(iii); and Fla. Admin. Code R. 6A-1.0955(6)(h).

   a. As required Fla. Stat. § 1002.22(3)(d)2, the agreement with such agencies shall specify that the agency shall impose safeguards to limit access only to those personnel "who have legitimate educational interests in the information contained in the records." Legitimate educational interests are defined as the need to review an education record in order to fulfill the employee's professional responsibilities and complete job duties in performing an official task that requires access to information in the education records of students jointly served.

   b. Moreover, pursuant to State Board of Education Rule 6A-1.0955(6)(g), such inter-agency agreements shall allow personally-identifiable student information to be disclosed to such agencies **"**only on the condition that the party to whom the information is disclosed shall not disclose the information to any other party without prior written consent of the adult student or the parent or guardian of the pupil, as appropriate.**"**

   c. The scope and extent of legitimate educational interests that "other school officials" have will vary depending on the purpose of their need for access. For example, a yearbook vendor hired to publish a school's yearbook will have a very limited scope of student information in which he/she has legitimate educational interests: only the amount needed to complete the task under contract. By contrast, an attorney retained by the School District to defend a case would have a much greater scope of legitimate educational interests-in many cases, it could include the entire student records file, when such access is needed to fulfill the attorney's professional responsibility. The School District has the sole authority to determine the scope of legitimate educational interests held by "other school officials."

   d. Pursuant to the Board's authority under 34 C.F.R. § 99.31(a)(1); 34 C.F.R. § 99.7(3)(iii); and Fla. Admin. Code Rule 6A-1.0955(6)(h), the District hereby designates "other school officials" who shall be deemed to have a "legitimate educational interest" in student records information.

      i. The Palm Beach District Board designates such "school officials" to include an administrator, supervisor, instructor, or support staff member (including health or medical staff and school police, a university student who is placed in a school under a Professional Development School Partnership or student-teaching internship),or a School Board member, who needs to access student records information in order to carry out his or her official duties or fulfill his/her professional responsibility.

ii. "Other school officials" shall also include persons such as: the District's health care partners and other governmental and social agencies jointly serving students, to the extent student records information is needed to provide and/or evaluate health services and governmental/social services to students; a person or company with whom the school has contracted or partnered to perform a special task (such as a class ring or yearbook vendor under contract with the school, or an attorney, auditor, nurse, psychologist, medical consultant, or therapist under contract with the District); and a parent or student or other person serving on an official committee (such as a disciplinary or grievance committee) or assisting another school official in performing his or her tasks; or an official of a charter school of this District (to access name/address mailing labels of District students to the extent legitimately needed for recruiting purposes and only upon agreement not to re-disclose the information to third parties.

10. **Transfer of Records**

a. The Academy and School District will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll, upon request of those officials.

b. The Board recognizes that federal law requires the Academy and District to **"**facilitate the transfer of disciplinary records, with respect to a suspension or expulsion . . . to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school.**"** 20 U.S.C. § 7165(b)

11. **Access by Military Recruiters and Institutions of Higher Learning**.-- Because the Academy and District Boards do not have a directory information Policy, information that many school districts have designated as "directory information" will be released only upon written parental consent. However, as part of the No Child Left Behind Act of 2001, Congress has required that school districts receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) must give military recruiters access to certain directory information.

a. The Board recognizes that federal law (20 U.S.C. § 7908(a)(1)) now requires that high schools **"**shall provide, on a request made by military recruiters or an institution of higher education, access to secondary school students' names, addresses, and telephone listings.**"** This requirement is also found in 10 U.S.C. § 503(c)(1)(A)(ii). The information will be used for military recruiting purposes and other legitimate purposes such as informing students of scholarship opportunities at institutions of higher learning. Parental consent is not required before providing the information to recruiters and postsecondary institutions or colleges, although parents may "opt out."

b. In accordance with those laws, military recruiters are entitled to receive the name, address, and telephone listing of high school students, unless the parent or student have advised the school that they do not want the student's information to be disclosed without specific prior written consent.

c. Parents will be notified of the right to opt out in the School District's Family Student Handbook and New and Returning Student Registration form.

d. **"**A secondary school student or the parent of the student may request that the student's name, address, and telephone listing . . . not be released without prior written parental consent**"** to military recruiters or institutions of higher learning. 20 U.S.C. § 7908(a)(2). Therefore, If a high school student or parent does not want the school or the District to disclose one or more of these categories of information (name, address, or telephone) to military recruiters or officials of institutions of higher learning without prior written consent, the parent or student must notify the school principal in writing within 10 days after the annual distribution of the Student and Family Handbook

12. **Production of Student Records Pursuant to a Subpoena or Court Order**.-- If a party to litigation presents a subpoena or court order for release of student records, the District shall ensure that the **"**student's parent are notified of the order or subpoena in advance of compliance therewith by the educational institution or agency.**"** Fla. Stat. § 1002.22(3)(d)11.

    a. As stated in 34 C.F.R. §99.31(a)(9)(ii), the purpose of this notice is to allow the student and parents to object or seek protective action. Non-party students and parents shall receive 10 days' notice; and students and parents who are a party to the litigation shall receive 5 days' notice.

    b. Litigants seeking student records should bear in mind that discovery of confidential records is limited by law. The requestor of confidential records must demonstrate "extraordinary necessity" or "exceptional circumstances." *See State, Department of Highway Safety and Motor Vehicles v. Krejci Co. Inc*., 570 So. 2d 1322, 1324-25 (Fla. 2d DCA 1990); *Henderson v. Perez*, 835 So.2d 390 (Fla. 2d DCA 2003). *See also Florida State University v. Hatton*, 672 So. 2d 576, 580 (Fla. 1st DCA 1996) (requiring a balancing test to determine whether the requestors have a legitimate need that outweighs the students' express, substantial statutory privacy rights in the confidentiality of student information.)

    c. Moreover, if the court allows discovery of confidential records, it should take **"**all precaution to ensure the confidentiality of the records.**"** *Krejci Co. Inc*., 570 So. 2d at 1325. For example, Fla. Admin. Code R. 6A-1.0955(6)(g)2 delineates that: **"**Personally identifiable information shall be disclosed [by the School District] only on the condition that the party to whom the information is disclosed shall not disclose the information to any other party with out prior written consent of the adult student or the parent or guardian of the pupil, as appropriate.**"** Other appropriate means of safeguarding the information would be: clearing the courtroom if documents are allowed to be submitted at trial; instructing jurors not to re-disclose the information, and sealing such records from public access in court files.

13. **Emergency Disclosure** -- The School District may disclose personally identifiable .student information in health and safety emergencies determined based upon. but not limited to. the following factors:

    a. The seriousness of the threat to the health or safety of the pupil or adult student or other individuals;

    b. The need for the information to meet the emergency;

    c. Whether the parties to whom the information is disclosed are in a position to deal with the emergency: and

    d. The extent to which time is of the essence in dealing with the emergency.

Authority:	§§ 1001.32(2); 1001.41(2); 1001.43(8); 1002.22(4), Fla. Stat.
Implemented:	§ 1002.22, Fla. Stat.; 20 U.S.C. § 12329; 34 C.F.R. Part 99 State Board of Education Rule 6A-1.0955
Reference:	Palm Beach District Policy 5.50
History:	New: 10/05/2006, 3/ 06/2008, 3/11/2010; 12/14/17

MILITARY RECRUITER AND COMMUNITY SPEAKER GUIDELINES

As noted in South Tech Charter Academy, Inc. Board Policy 5.50, military recruiters have limited access to student records. Military recruiters have congressional authority to talk to students about career opportunities in the armed forces. College and university representatives also have access to students. Community speakers may also request permission to talk to students about non-military career opportunities. The courts have held we cannot deny a speaker access to students solely on a dislike of their viewpoint. Peace activists who request to speak must be allowed the same access to students as the recruiters or college representatives.

This policy outlines guideline for handling speaker requests.

1. Board Policy 5.50 and a statement in the Student-Family Handbook allows parents/guardians to opt out of releasing student information within ten (10) days of receiving the Handbook. However, requests should be honored throughout the school year. Opt out letters should be given to the data processor to input this information so student records are protected from being with requests from recruiters. **Do not release information to military recruiters prior to ten (10) days after parents have received the Handbook.**

2. The Superintendent or Management Company Representative/Designee can regulate the time, place and manner of a presentation.

3. The Superintendent or Management Company Representative/Designee can require that speakers put their request in writing.

4. The Superintendent or Management Company Representative/Designee should offer speakers the same opportunity as offered to recruiters. Denying peace activists may constitute viewpoint discrimination.

5. If literature distribution by recruiters is allowed, distribution of non-military literature must be allowed to other speakers. The Superintendent or Management Company Representative/Designee should review the materials prior to distribution.

6. The Superintendent or Management Company Representative/Designee can require that the message given by community speakers be an educational one and not contain any denigrating information about the military. Speakers may discuss non-military jobs.

7. The Superintendent or Management Company Representative/Designee should ensure the speaker is knowledgeable about the subject.

8. The Superintendent or Management Company Representative/Designee can stipulate that the speaker not cause a disruption to the regular school programming.

9. The Superintendent or Management Company Representative/Designee can caution the speaker not to focus on discouraging a particular career.

10. The Superintendent or Management Company Representative/Designee can receive assurance that the presentation will not be vulgar, disrespectful or obscene.

11. The Superintendent or Management Company Representative/Designee is not obligated to distribute an opt-out form brought by the speaker. District approved opt-out forms are in the guidance office.

12. Facts about the military can be shared (ex. salary, work conditions, casualties) even if they are not positive.

13. JROTC training is part of an educational program listed in the DOE Course Code Directory. JROTC should not be classified as military recruitment.

Authority: §§ 1001.41(2); 1001.43(8); 1002.22(4), Fla. Stat.

MILITARY RECRUITER AND COMMUNITY SPEAKER GUIDELINES

Implemented: § 1002.22, Fla. Stat.; 20 U.S.C. § 1232g; 34 C.F.R. Part 99
State Board of Education Rule 6A-1.0955

History: New: 10/05/2006; Revised: 3/11/2010; 12/14/17

Book	School Board Policies
Section	Ch. 5. Pupil Personnel
Title	Students Experiencing Homelessness
Code	5.74
Status	Active
Adopted	July 7, 2010
Last Revised	June 19, 2019
Prior Revised Dates	7/7/10; 6/19/19

Policy 5.74 - Students Experiencing Homelessness

1. **Purpose:** The purpose of this policy is to clarify statutory rights of children and youths experiencing homelessness as provided by federal and state law. This policy shall be interpreted and implemented in conformance with federal and state law and shall supersede any other School Board policy provisions relating to children and youths experiencing homelessness. The School Board shall remove barriers based upon a student's homelessness that affect the identification, enrollment and retention of students experiencing homelessness.

2. The School Board of Palm Beach County ("School Board") shall ensure that homeless children and youths are provided with equal access to the same free, appropriate public education, including a preschool education as other students, have an opportunity to meet the same challenging State of Florida academic standards to which all students are held, have access to all academic and extracurricular activities for which they meet relevant eligibility criteria, and are not segregated, separated or isolated on the basis of their status as homeless and shall establish safeguards that protect homeless students from being stigmatized or discriminated against on the basis of their homelessness.

3. Public notice of the educational rights of homeless students will be available in the Palm Beach County School District (" PBCSD") Student and Family Handbook and disseminated in schools and in locations frequented by parents or guardians of homeless students and unaccompanied youths.

4. The PBCSD homeless education liaison shall make a determination of homeless status on a case-by case basis.

5. **Definitions**

    a. The McKinney-Vento Act, within 42 U.S.C. § 11434a, and Fla. Stat 1003.01 (12) define homeless children and youths as children and youths who lack a fixed, regular, and adequate nighttime residence within the meaning of 42 U.S.C. § 11302; and includes children and youths who:

        i. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;

        ii. Are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;

        iii. Are living in emergency or transitional shelters;

        iv. Are abandoned in hospitals;

v. Are awaiting foster care placement;

vi. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

vii. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

viii. Are migratory children who qualify as homeless because the children are living in circumstances described in 1) through 7).

b. The McKinney-Vento Act, within 42 U.S.C. § 11434a, defines the term "unaccompanied youth" to include a youth who is **not in** the physical custody of a parent or guardian.

c. The McKinney-Vento Act, within 42 U.S.C. § 11432(g)(3)(G), defines the term "school of origin" to mean the school that the student attended when permanently housed or the school where the child or youth was last enrolled, including a District administered public preschool. The school of origin also includes the designated receiving school at the next level for all feeder school patterns, when the student completes the final grade level at the school of origin (e.g. elementary from prekindergarten; middle from elementary; high from middle).

d. The McKinney-Vento Act, within 42 U.S.C. § 11434a, defines the terms "enroll and enrollment" to include attending classes and participating fully in school activities for which the student meets eligibility criteria.

e. The term "immediate" means without delay.

f. The term "parent" means the natural or adoptive parent or legal guardian of a student.

g. The term "liaison" means the staff person designated by our LEA and each LEA in the state as the person responsible for carrying out the duties assigned to the liaison by the McKinney-Vento Act under 42 U.S.C. § 11432.

h. The term local educational agency (LEA) within the meaning of the McKinney-Vento Act, 42 U.S.C. § 11434a, includes the School Board.

6. **School Selection**

a. The School Board shall ensure that the parent, guardian, or unaccompanied youth is informed of the student's right to remain in the school of origin, and presume remaining in the school of origin is in the student's best interest, except when doing so is contrary to the request of the parent, guardian, or unaccompanied youth;

i. Continue the homeless child's or youth's education in the school of origin and continue to receive all McKinney-Vento benefits for the duration of homelessness--in any case in which a family becomes homeless between academic years or during an academic year; or for the remainder of the academic year, if the student becomes permanently housed during the academic year; or

ii. Enroll the student in any PBCSD school that non-homeless students who live in the attendance zone in which the homeless student is actually living are eligible to attend [McKinney-Vento Act under 42 U.S.C. § 11432(g)(3)(A)].

b. In determining the best interest of the student, the School Board shall:

i. Presume it is in the homeless student's best interest to remain in the school of origin, unless doing so is contrary to the wishes of the parent, guardian, or unaccompanied youth.

ii. Consider student-centered factors related to the student's best interest, including the impact of mobility on achievement, education, health, and safety and giving priority to the request of the student's parent or guardian or the unaccompanied youth when determining best interest.

iii. Provide a written explanation, including a statement regarding the right to appeal, to the homeless child's or youth's parent or guardian, or in the case of an unaccompanied youth, the unaccompanied youth, in a manner and form understandable to the parent, and to the extent feasible in the native language of such parent, guardian or unaccompanied youth, if the PBCSD

determines it is not in student's best interest to attend the school of origin or a school requested by the parent or guardian, or unaccompanied youth. [McKinney-Vento Act under 42 U.S.C. § 11432 (g)(3)(B)].

iv. In the case of an unaccompanied student, ensure that the PBCSD's homeless education liaison helps in placement or enrollment decisions, considers the views of the student, and provides notice of the right to appeal placement and enrollment decisions [McKinney-Vento Act under 42 U.S.C. § 11432 (g)(3)(B)].

v. The choice regarding placement shall be made regardless of whether the student lives with the homeless parent or guardian or has been temporarily placed elsewhere [McKinney-Vento Act under 42 U.S.C. § 11432 (g)(3)(F)].

vi. The requirements of the PBCSD's Student Assignment Plan for students moving their physical residence from one attendance zone to another, to transfer to a school in the new zone of residence, shall not apply to homeless students.

7. Enrollment

The school selected within the PBCSD, based on the process outlined within Paragraph 6 above, will immediately enroll a homeless student, new to the district, even if they do not have the documents usually required for enrollment, such as school records (includes Individualized Education Plan-IEP), prior academic records, immunization, medical records, birth certificates, or proof of residency or guardianship, or uniform or dress code requirements, or outstanding fees, fines, or absences; and even if the student has missed an application or enrollment deadline for a program for which the student meets eligibility criteria during any period of homelessness.

a. If a homeless student arrives without records, the assigned school's Guidance Department shall assist the family and contact the previously attended school system to obtain the required records.

b. The assigned school's Guidance Department shall immediately refer the parent or guardian to the PBCSD homeless education liaison or other McKinney-Vento Program staff members, who will help in obtaining necessary immunizations or other required health records or medical records if the student needs to obtain these records.

c. A homeless student is considered a resident of the County if the child or youth is personally somewhere within the district to live here temporarily, but not necessarily to remain permanently. Homeless students who do not live with their parents or guardians may enroll themselves in school.

8. **Guardianship and Caregivers**

a. Although a school should immediately enroll a homeless student, even if there is no proof of legal guardianship at the time of initial enrollment, the legal guardian shall be asked to present to the school all court order(s) showing his/her appointment as a guardian of the student, within a reasonable period of time.

b. If a homeless student is not accompanied by a parent or guardian at the time of enrollment, once he or she is enrolled in and attending a school, the person acting as a caregiver or the unaccompanied youth will be asked to complete the PBCSD's Caregiver Authorization form (PBSD 2369), within a reasonable period of time. This form is incorporated herein by reference as part of this policy and can be located on the PBCSD's forms website.

9. **Disputes** [McKinney-Vento Act under 42 U.S.C. § 11432 (g)(3)(E)].

If a dispute arises over eligibility, school selection, or enrollment in a school:

a. The student shall remain enrolled in the school of origin or shall be immediately enrolled in the eligible school in which enrollment was requested. This includes the school zoned for the address where the student is temporarily residing or another school which students residing in the attendance zone are eligible to attend, pending final resolution of the dispute, including all appeals. The student will receive all services for which he or she is eligible until all disputes and appeals are resolved;

b. The parent, guardian, or in the case of an unaccompanied youth, the youth shall be provided with a written explanation, in a manner and form understandable to the parent, guardian or unaccompanied youth, of the PBCSD's decision regarding eligibility, school selection or enrollment, including the rights of the parent, guardian or unaccompanied youth, to appeal the decision;

c. The parent, guardian or in the case of an unaccompanied youth, the youth shall be referred to the PBCSD's Homeless Education Liaison, who shall ensure the resolution process is carried out in accordance with District and State requirements, and as expeditiously as possible after receiving notice of the dispute.

10. **Records**

All records of homeless students including records related to a homeless student's living situation are subject to the protections of the Family Educational Rights and Privacy Act (FERPA) and Board Policy 5.50 Student Education Records; and shall be treated as a student education record and not deemed to be directory information and shall be maintained and made available in a timely fashion to be transferred promptly to the appropriate parties, as required when a student enters a new school.

11. **Transportation**

The School Board shall ensure at the request of the parent or guardian, or in the case of an unaccompanied youth, the PBCSD's Homeless Education Liaison, transportation will be provided for a homeless student to and from the school of origin as follows:

a. If the homeless student continues to live in the area served by PBCSD in which the school of origin is located, the student's transportation to and from the school of origin will be provided and/or arranged for by the PBCSD. Transportation must be provided to or arranged for the student unless the student is residing in a location within the school zone's walking distance,

b. If the homeless student moves to an area served by another school district, though continuing his or her education at the school of origin within PBCSD, PBCSD and the school district in which the student resides must agree upon a method to apportion responsibility and costs for transportation to the school of origin. 42 U.S.C. § 11432 (g)(1)(J)(iii)(II).

c. If the school districts cannot agree upon such a method, the responsibility and costs must be shared equally.

d. Alternate methods of transportation may be offered, e.g., Palm Tran, or the parent/guardian may be reimbursed for providing transportation.

12. Comparable Services

Each homeless student shall be provided with services comparable to other students in the selected school [McKinney-Vento Act under 42 U.S.C. §11432 (g)(4)], including:

a. Transportation services;

b. Educational Services for which the student meets the eligibility criteria, including special education and related services and programs for English language learners;

c. Vocational and technical education programs;

d. Gifted programs;

e. School nutrition programs (all identified homeless students are entitled to free meals per McKinney-Vento);

f. Title I, Part A;

g. Before- and After-School programs, for which the student is eligible [McKinney-Vento Act under 42 U.S.C. § 11432 (g)(1)(F)(iii)]; and

h. Preschool programs, if eligible [McKinney-Vento Act under 42 U.S.C. § 11432 (g)(6)(A)(iii)];

i. Counseling services for unaccompanied youth to prepare and improve their readiness for postsecondary education; and

j. Appropriate credit for full or partial coursework completed at a prior school.

k. Contingent on the availability of grant funds, the School Board may provide additional services, including but not limited to: Tutoring, (at shelters, Title I and non-Title I schools), school supplies, school uniforms/shirts, mentoring, summer programs.

13. Homeless Education Liaison

The PBCSD's Superintendent shall ensure that there is a PBCSD Homeless Liaison to carry out the duties described in the McKinney-Vento Act for homeless children and youth and his/her duties are communicated to PBCSD and school personnel responsible for the provision of education and other related services and appropriate community agencies and providers. The Liaison will coordinate and collaborate with the State Coordinator for the Education of Homeless Children and Youth, as well as with local social service and community agencies and housing authorities to provide support to homeless students and their families.

RULEMAKING STATUTORY AUTHORITY:	Fla. Stat. §§120.81 (1)(a), 1001.32(2) 1001.42; 1001.43; 1003.01 (12); 1003.21
LAWS IMPLEMENTED:	Fla. Stat. §§ 1003.01 (12); 1003.21; The McKinney-Vento Homeless Assistance Act, 42 U.S.C. §§ 11431-11436; Title I, Part A of the Elementary and Secondary Education Act, 20 U.S.C. §§ 6311-6315
HISTORY:	7/7/2010; 6/19/2019

Policy 5.74 - Procedures Manual - Adopted 6-19-19.pdf (517 KB)

SOUTH TECH CHARTER ACADEMY, INC.
BOARD POLICY
CHAPTER 6 – BUSINESS AND FINANCIAL POLICY

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GENERAL

PREAMBLE

The South Tech Charter Academy, Inc. Governing Board has a fiduciary responsibility to provide oversight of the Charter School's expenditure of both public and private funds. This responsibility includes Board oversight of the Charter's procurement practices. These business and financial policies are guidelines provided to ensure sound financial management practices are followed.

The Academy Superintendent or Management Company Representative is hereby authorized and directed to make clerical corrections to the policies, if necessary, including (a) corrections of typographical or scrivener's errors and (b) codification changes to provide the appropriate section numbers and statutory references.

South Tech Charter Academy, Inc. Board Policy **6.101**

ACADEMY BUDGET

1. Annual Budget Preparation and Approval

   a. The Academy Superintendent or Management Company Representative will submit to the Governing Board a balanced annual budget prepared in accordance with the timelines set forth by the Sponsor. The annual budget shall direct resources to accomplish the goals of South Tech Charter Academy, Inc.

   b. The Board will review and approve the projected school budget each fiscal year.

   c. Upon approval by the Board the budget will be transmitted to the Sponsor.

2. Budget Amendments

   a. Budget amendments will be summarized and presented to the Board for approval *as required*.

   b. Budget amendments will be inclusive of all changes to revenue and appropriations. Approved Board agenda items with a financial impact will be included.

3. Contractual agreements in excess of $20,000 must be approved or ratified by the Board. A summary of contracts under $20,000 will be presented to the Board after the fact for informational purposes.

4. The Academy Superintendent or Management Company Representative is granted an annual courtesy fund in the amount of $5,000 to spend on marketing the school, promoting goodwill, staff incentives, etc. The Superintendent or Management Company Representative may accept donations and grants not designated for a specific purpose, use internal account profits, vending machine profits, and other sources to maintain this fund throughout the year. Any unspent funds will carryover to the following year.

Authority: § 230.23(17); 230.23005; Fla. Stat

Implemented: § 200.065; 236.29; 237.031; 237.041; 237.061; 237.071; 237.081; Fla. Stat

Reference: Palm Beach District Policy 6.02

History: New: 10/07/2004; Revised: 7/07/2005; 3/11/2010; 08/11/2016; 12/14/17

EXPENDITURE OF FUNDS

As provided for in Florida Statutes, expenditures may temporarily exceed the amount budgeted by function and object. Expenditures may not exceed the total budget for any one fund. The budget will be amended to eliminate any such temporary line item deficits.

Authority: 230.23(17); 230.23005 FS

Implemented: 200.065; 236.29; 237.031; 237.041; 237.061; 237.071; 237.081 FS

History: New: 10/07/2004; 12/14/17

South Tech Charter Academy, Inc. Board Policy **6.103**

GRANTS

1. Grant acquisition is an important part of the future of South Tech Charter Academy, Inc..

2. Grants from private and public sources will be aggressively sought after on an ongoing basis.

3. Personnel and/or contracted services will be utilized by the school to advance the objectives of the Board in this area.

Authority: 120.53; 230.22(2) FS

Implemented: 120.53, 230.22(2) FS

History: New: 10/07/2004; Revised 7/07/2005; 12/14/17

South Tech Charter Academy, Inc. Board Policy **6.104**

DONATIONS

1. Donations to the Academy of funds, materials, or equipment shall be acknowledged by the Academy Superintendent or Management Company Representative or designated administrator, and be presented to the Board for recognition.

2. Information on donors/donations will be kept in accordance with IRS rules governing 501(c)(3) corporations.

Authority: 120.53; 230.22(2) FS

Implemented: 120.53; 230.22(2) FS

Reference: Palm Beach School District Policy 6.04

History: New: 10/07/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **6.1041**

MARKETABLE DONATIONS DISPOSITION POLICY

South Tech Charter Academy, Inc. (the "Academy") will accept voluntary donations of materials or equipment ("Marketable Donations") from individuals or organizations for the enhancement of programs offered by the Academy. Marketable Donations shall be subject to the approval of the Academy's Governing Board (the "Board") as set forth below and will only be accepted under conditions acceptable to the Board.

The Board establishes the following conditions for the acceptance and disposition of Marketable Donations. Other conditions may be set as the Board sees fit.

1. All Marketable Donations become property of the Academy and shall be accepted without obligation relative to use and/or disposal. The Academy may use, sell, exchange, donate, or otherwise dispose of the donated property as set forth herein and upon such terms as are most economically advantageous to the Academy, as determined by the Academy.
2. The donor, or a representative, should give written notification to the Chief Administrative Officer which states the nature of the Marketable Donation and the purpose for which it is donated.
3. Marketable Donations will be accepted only when it is reasonably expected they can be converted into cash within a reasonable period of time or when the Academy is able to use the property in its operations. Generally, six months to one year shall be considered a reasonable amount of time for conversion of the property to cash. All Marketable Donations shall be sold at the discretion of the Board, whose express policy will be to convert the property to cash at the earliest opportunity, keeping in mind current market conditions and the potential use of the property in the accomplishment of the mission of the Academy.
4. Acceptance of a donation may not obligate the Academy to endorse any business, product or idea.
5. Donations shall not be restricted to a specific grade, class, teacher or activity, unless approved by the Academy. The final decision for a donation allocation shall be up to the Board or Chief Administrative Officer.
6. Unless the Board grants a specific exception, the Academy will not accept any Marketable Donations that:
    - Contain a condition that requires any action on the part of the Academy that is unacceptable to the Board.
    - Contain a condition that the proceeds will be spent by the Academy for the personal benefit of a named individual(s).
    - Inhibit the Academy from seeking donations from other donors.
    - Expose the Academy to adverse publicity, litigation, or other liabilities.
    - Require undue expenditures, or involve the Academy in unexpected responsibilities because of their source, conditions, or purpose.
    - Are inappropriate, in unsuitable condition, or that may obligate the Academy to any terms that are not consistent with the Academy's vision and/or mission or not in its best interest.
7. The Chief Administrative Officer will ensure that the Marketable Donation poses no undue financial burden or obligation on the Academy.
8. The Board accepts no responsibility for the continuance of any program initiated with Marketable Donations once funds are expended.
9. The Board may dispose of the Marketable Donations through the repair to, marketing of and sale of the property upon such terms as are most economically advantageous to the Academy.
10. All moneys received by reason of the sale, exchange or other disposition of Marketable Donations shall be deposited in the appropriate Academy fund in accordance with established budgetary and/or fundraising policies.
11. If the Marketable Donation is a vehicle, boat or other item that requires a title, the donor shall be responsible for the transfer of the title in accordance with all applicable laws.
12. For Marketable Donations of actual or estimated value in excess of $1,000, the Chief Administrative Officer will present information provided by the donor to the Board at its next regular meeting. The Board will determine whether to accept or reject the donation. Any donation of actual or estimated value of less than $1,000 will be handled by the Chief Administrative Officer or his/her designee. To determine the value of the donated property, Internal Revenue Service Publication 561, as amended from time to time, may be used.

13. If anticipated repairs and/or improvements to a Marketable Donation are estimated to be $2500 or more, the Chief Administrative Officer will present the estimate and description of repairs/improvements to the Board, and the Board will determine whether or not to move forward with the repairs/improvements. If the anticipated repairs/improvements are estimated to be less than $2500, the Chief Administrative Officer will determine whether or not to move forward.
14. Commitments, obligations or offers are not to be made by any Academy employee or Board member in return for any donation unless approved by the Board.
15. All donations and disposition thereof must be in accordance with the Academy's Charter and all other Academy rules and policies. Whenever a provision of this policy conflicts with the Charter or any Academy rule or policy, the Charter, rule or policy shall prevail.
16. All donations and dispositions thereof must meet all applicable local, state, and federal laws and regulations. Whenever a provision of this policy conflicts with any local, state, or federal law or regulation, such law or regulation shall prevail.
17. For all motor vehicle, boat, or airplane donations with an estimated value in excess of $500, the Academy will have the donor complete Form W-9, Request for Taxpayer Identification Number and Certification. This information will be used to properly report the charitable contribution on Form 1098-C, Contributions of Motor Vehicles, Boats, and Airplanes, with the corresponding Form 1096, Annual Summary and Transmittal of U.S. Information Returns. For donations with an estimated value between $250-500, a written acknowledgement of the donation will be provided.
18. The Academy will file Form 8282, Donee Information Return, for all donated items sold within 3 years of receipt in which the Academy was required to sign Form 8283, Noncash Charitable Contributions.

The Board acknowledges that a policy of this nature may not anticipate every possible issue that may arise with respect to non-cash donations. As a result, the Board reserves the right to impose reasonable restrictions and/or requirements with respect to Marketable Donations and their disposition. The Board reserves the right to amend this policy at any time.

Authority:

Implemented:

History: New: 09/22/2011; 12/14/17

INVESTMENT POLICY

1. Safety of principal is the foremost objective of the Academy. The Academy will invest its available cash in money market accounts or have accounts swept for maximized earnings as recommended by the Academy Superintendent or Management Company Representative and the Board approved financial institution's cash management analyst.

2. Liquidity of funds must be analyzed and maintained by the Business Manager in such a manner that funds are available to meet reasonably anticipated cash flow requirements of the Charter School. Periodical cash flow analyses will be completed in order to ensure that the accounts are positioned to provide sufficient liquidity.

3. The return of investment is limited as the Charter School is steward of public funds, however, all efforts will be made to maximize the return available for the Operating Fund, Chew Scholarship Fund, and internal accounts.

Authority: 230.23(22); 230.23005(2) FS

Implemented: 218.415; 230.23(10)(k); 236.24(2); 237.211(4) FS

Reference: Palm Beach School District Policy 6.08

History: New: 10/07/2004; Revised: 7/07/2005; 3/11/2010; 12/14/17

SIGNATURE AUTHORIZATION

1. Board Members and Staff with Signature Authorization:

   a. Except as provided for at paragraph d, below, signature of the Board Chair and Academy Superintendent or Management Company Representative will be used on all contracts binding the Charter School for amounts in excess of $20,000 annually, including personnel contracts.

   b. The Superintendent or Management Company Representative or designee will be given authorization to enter into contracts on behalf of the Charter School for amounts of $20,000 or less.

   c. The Board Chair, Board Treasurer, Principal, Assistant Principal(s) and Principal's Secretary are authorized signatories on all Charter accounts.

   d. The board, by resolution, may authorize and/or pre-authorize the President to negotiate, review and enter into contracts binding the Charter School in amounts in excess of $20,000 for all contracts, agreements or other commitments associated with the school's physical plant improvement project. Such contracts include, but are not limited to contracts with architects and general contractors.

2. Signed Warrants:

   a Facsimile signatures of the Board Chair and the Principal may be affixed to warrants as previously authorized by the Board through Board Agenda item or for warrants equal to or below $2,500.

   b. Warrants in excess of $2,500 without specific Board prior approval must have two (2) actual signatures by designated signatories.

Authority: South Tech Charter Academy By-laws, Section 8.1

Implemented: South Tech Charter Academy By-laws, Section 8.1

History: New: 10/07/2004; Revised: 7/07/2005; 3/11/2010; 3/10/2011; 07/12/2012, 12/19/2013; 12/14/17

South Tech Charter Academy, Inc. Board Policy **6.107**

MONIES IN SCHOOL AFTER HOURS

1. Any employee who fails to turn in funds each day shall be liable for any loss. This loss shall be recouped by the Academy in the form of employee payroll deduction.

2. The maximum sum of money permitted to be kept in school overnight outside the school safe shall not exceed $300.

3. Sponsors of activities, or any individual, is not expected to safeguard funds and shall place these in a night depository.

4. When applicable, persons assigned responsibility of depositing funds shall be reimbursed in accordance with the rules established by IRS.

Authority: 120.53; 230.22(2) FS

Implemented: 120.53; 230.22(2) FS

Reference: Palm Beach School District Policy 6.11

History: New: 10/ 07/2004; 12/14/17

South Tech Charter Academy, Inc. Board Policy **6.110**

EMPLOYEE TRAVEL REIMBURSEMENT

All requests must be preapproved by the Superintendent or Management Company Representative or their administrative assignee. Request forms (STACI form “Out of County Travel Reimbursement Claim”) must be filled out and all attached documentation included for reimbursement to be processed. In the same manner as dual check signatures, reimbursement requests can only be approved by a person that is not seeking reimbursement. The Superintendent or Management Company Representative’s travel must be approved by the Board Chair.

Out-of County travel is reimbursable at the school district’s meal rates for breakfast lunch and dinner. Meals provided by the conference are not reimbursable. Reimbursable meal rates are used regardless of the actual cost of the meals. Standard mileage rates are applicable if an owned vehicle is used, otherwise rental car expense and the cost of gas are reimbursable. These expenses may not be combined, it is one way or the other. Other expenses for taxi, parking, tolls, lodging and conference registration are reimbursable at actual rates. Expenses for room service, movies, alcoholic beverages, and or entertainment are not reimbursable. Any of these expenses incurred on a school debit/credit card will be deducted from the reimbursement due to the employee and may result in revocation of card authorization.

In-county travel requests must be preapproved by the Superintendent or Management Company Representative or their administrative assignee. In-county travel may be reimbursed from the school to the student work locations, businesses or meeting locations and back to the school. Commuting miles from home to school are not reimbursable.

Reference: Charter School Office Audit Request

History: New: 3/06/2008; Revised: 3/11/2010; Revised 9/22/2011; 12/14/17

CONTRACTED EMPLOYEE SERVICES

Hours are recorded on a daily basis by the contractor on a time sheet form (STCAI form “Employee Overtime/Compensatory Time Authorization”) that encompasses one – two weeks. The form includes the date of days worked, total hours, contracted hourly rate and a total of compensation due. This form is submitted by the contractor bi-weekly or monthly and it is then reviewed by the Superintendent or Management Company Representative or his assignee with the contractor present. Corrections if any are made and approval is given for payment by the Superintendent or Management Company Representative in the form of his signature/initials on the document. The document is then submitted for payment through the accounts payable process.

Reference: Charter School Office Audit Request

History: New: 03/06/2008; Revised: 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **6.112**

USE OF DEBIT/CREDIT CARD

Cards are authorized to make online purchases possible and other small purchases easier in lieu of petty cash. It is preferable to make purchases by ordering goods and services that are individually invoiced and paid by check. Only the administrator whose name appears on the card is authorized to use the card and is both personally and professionally responsible for all charges made against the card. Under no circumstances should the debit/credit card be used to make personal purchases. Use is for official academy business only. The Academy is tax exempt and should not pay any sales tax. The cardholder is responsible for insuring that sales tax is not charged at the time of purchase.

Receipts, invoices and online order information are to be kept and reconciled in a timely manner. Applicable information and receipts are provided to and kept in the finance office. All debit/credit card information and statements are public records subject to inspection. All purchases are detailed on a monthly disbursement report provided to the Governing Board for review and approval.

Reference: Charter School Office Audit Request

History: New: 03/06/2008; 12/14/17

PURCHASING

1. **Delegation of Authority:** As set forth below, the Governing Board has delegated authority to the ~~President~~Superintendent ~~and CEO~~ or his/her designee to be responsible for the purchase of the commodities and contractual services for the school in compliance with Florida Statutes, State Board of Education Rules, and Board Policy.

2. **Limit of Authority:** The Governing Board has vested authority to the ~~President~~Superintendent ~~and CEO~~ to approve contractual agreements up to twenty-thousand dollars ($20,000). Contractual agreements of value ranging from one dollar to five-thousand dollars ($1-$5,000) may be delegated to his/her designee at the ~~President~~Superintendent's~~/CEO's~~ discretion. Such contracts will be reported to the Board as an FYI at the next Governing Board meeting following approval. Contracts in excess of twenty-thousand dollars ($20,000) will be presented to the Board for approval prior to awarding a contract. . Notwithstanding the foregoing, the board, by resolution, may authorize and/or pre-authorize the ~~President~~Superintendent to negotiate, review and enter into contracts binding the Charter School in amounts in excess of $20,000 for all contracts, agreements or other commitments associated with the school's physical plant improvement project. Such contracts include, but are not limited to contracts with architects and general contractors.

3. **Comparative Pricing:**

    a. **Competitive Quotes:** Competitive quotes may be requested from sources for goods and services for the same or similar items through use of a price quote request, informal or otherwise, that contains specifications which allow for comparison of the goods or services. The Board shall have an established quorum and majority to approve price/project proposals.

4. **Options to Comparative Pricing Requests:**

    a. The ~~President~~Superintendent ~~and CEO~~ shall have the option to purchase under the current contracts as may be established for any state agency whose purchasing agents are authorized to make purchases for the benefit of other government agencies within the county, a the prices stated therein (piggybacking), if such purchase is to the economic advantage of the School, subject to conformance of the items of purchase to the standards and specifications prescribed by the ~~President~~Superintendent ~~and CEO~~; and/or

    b. May receive and give consideration to the prices available under state contracts; and/or

    c. May use prices established by the State Division of Purchasing through its state negotiated price schedule (SNAPS or similar successor State program); and/or

PURCHASING

d. May purchase directly from any supplier, allowing the ~~President~~Superintendent ~~and CEO~~ or his/her designee to take advantage of sales, promotions, close-outs or other discounts which result in savings. On direct purchases exceeding five thousand dollars ($5,000), two additional quotes will be sought to verify fair-market value.

Implemented: FS 1002.33

History: New: 6/14/2012; Revised: 1/9/2013, 12/19/2013; 12/14/17

EMPLOYEE PAYROLL DEDUCTIONS

;

1. All payroll deductions, not required by law, shall have specific Board approval.

2. Recommendation for any such deduction shall be made by the Academy Superintendent or Management Company Representative, who will also have the authority to determine the effective date of implementation.

Authority: 112.171; 230.22(2) FS

Implemented: 112.171; 230.22(2) FS

Reference: Palm Beach School District Policy 6.05

History: New: 10/07/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **6.202**

PREPARATION AND DISTRIBUTION OF PAYROLL

1. Payrolls shall be submitted for all employees of the Board and shall be properly signed off by the Academy Superintendent or Management Company Representative and Board Chair. The Board Chair will review and sign off on the Superintendent or Management Company Representative's salary line

2. Payroll distribution dates shall be established administratively to ensure employees are promptly paid in accordance with Florida Statutes.

3. All South Tech Charter Academy, Inc. employees are required to use direct deposit for payroll purposes.

Authority: 120.53; 230.22(2) FS

Implemented: 120.53; 237.02 FS

Reference: Palm Beach School District Policy 6.13

History: New: 10/07/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

OVERTIME/COMPENSATORY TIME OFF

1. Overtime/Compensatory Time

   a. Eligible employees covered under the Fair Labor Standards Act ("FLSA") shall receive cash overtime, or compensatory time off in lieu of cash overtime, under certain circumstances as specified in the FLSA or the Code of Federal Regulations ("CFR"), for all hours worked in excess of forty hours (40) or the individual's contractual obligation during a workweek.

   b. Employees who are exempt from coverage under the FLSA or the CFR are not eligible to accrue or take cash overtime or compensatory time.

   c. The Academy Superintendent or Management Company Representative shall approve all cash overtime or compensatory time in writing prior to the time being worked.

   d. For the purposes of cash overtime or compensatory time, the calculation of hours does not include paid leave, unless contrary to the terms of the applicable collective bargaining agreement, if any. Consistent with the FLSA and CFR, eligible employees must have actually worked and performed services on behalf of the school in excess of a complete contractual workweek, and during the course of a designated workweek, in order to be eligible to receive cash overtime or compensatory time off, unless contrary to the terms of the applicable collective bargaining agreement, if any.

   e. The Personnel Manager shall keep detailed, accurate records of the cash overtime and/or compensatory time granted and taken by an eligible employee. These records shall include, at minimum:

      i. A copy of the advance written agreement (Overtime/Compensatory Time Authorization Form) between the Superintendent or Management Company Representative and the eligible employee;

      ii. Proof that the employee worked a complete contractual workweek;

      iii. Documentation of hours worked in excess of a complete contractual workweek; and

      iv. For cash overtime, documentation of hours paid in excess of a complete contractual workweek; and

      v. For compensatory time, a balance sheet accounting for hours of time accumulated, hours of time used, and a balance of time remaining.

2. Cash/Overtime

Eligible employees who meet the standards listed in Section 1, who worked time in excess of a complete contractual workweek during the designated work week period, and who are not being granted compensatory time off, shall be compensated at the regular rate of one and one-half (1.5) hours for each hour worked over forty (40).

3. Compensatory Time Off

a. Compensatory time off shall be granted for eligible employees who meet the standards listed in Section 1 and who are not being compensated cash for overtime, on "an hour off per hour worked" exchange basis. An Overtime/Compensatory Time Authorization Form shall be completed and signed by the Superintendent or Management Company Representative and Employee in advance of services being performed by the employee, consistent with the terms of the applicable collective bargaining agreement, if any. This form shall serve as a written agreement between the Superintendent or Management Company Representative and an eligible employee, and compensatory time will not be granted for time worked without an advance agreement being executed.

b. All compensatory time accrued must be used by the eligible employee no later than the end of the fiscal year in which it was accrued. Compensatory time may not be accumulated from year to year or otherwise accrued to serve as leave time to be taken in excess of two consecutive days. The Superintendent or Management Company Representative must approve use of compensatory time as leave time must be approved in advance.

Authority:	§§ 230.22(2); 231.001; 230.23005(6); 230.23005(11), Fla. Stat.
Implemented:	29 U.S. Code §§ 201-219; § 230.23005(6), Fla. Stat.
Code of Federal Regulations Implemented:	29 CFR § 516; 29 CFR § 548; 29 CFR § 778
Reference:	Palm Beach School District Policy 6.12
History:	New: 10/21/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

SETTLEMENTS OF CLAIMS, LAWSUITS AND WORKER'S COMPENSATION MATTERS

1. Settlements of claims and lawsuits involving auto and general liability at or below **$2,500** will be processed and approved by the Academy Superintendent or Management Company Representative or his/her designee for payment. Settlements of claims and lawsuits in excess of **$2,500** will be brought by the Superintendent or Management Company Representative to the Board for approval.

2. Settlement of Worker's Compensation claims at or below **$2,500** will be processed and approved by the Superintendent or Management Company Representative or his/her designee. Settlement of Worker's Compensation claims in excess of **$2,500** will be brought by the Superintendent or Management Company Representative to the Board for approval.

3. Any claim settlement, regardless of type or amount, involving the Superintendent or Management Company Representative, or direct reports to the Superintendent or Management Company Representative, shall be brought by the Superintendent or Management Company Representative to the Board for approval of payment.

Authority: 120.53; 230.22(4) FS

Implemented: 230.22(4) FS

Reference: Palm Beach School District Policy 6.09

History: New: 10/07/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **6.205**

WITHHOLDING EXEMPTION CERTIFICATE (FORM W-4)

All employees of South Tech Charter Academy, Inc. are required by law to file Form W-4, “Employee’s Withholding Allowance Certificate”. After the initial filing, should the employee’s name change, or the employee desires to change the number of exemptions, a revised Form W-4 shall be filed.

Authority: 120.53; 230.22(2) FS

Implemented: 120.53; 230.22(2) FS

Reference: Palm Beach School District Policy 6.24

History: New: 10/07/2004; Revised: 7/07/2005; 12/14/17

ACADEMY SUPERINTENDENT OR MANAGEMENT COMPANY REPRESENTATIVE'S INCENTIVE PROGRAM

1. The Governing Board authorizes the creation of a reward program to encourage employees, students and volunteers to put forward innovative ideas that improve the effectiveness and cost efficiency of South Tech.

2. Eligible Participants: Employees are defined as full or part time employees of South Tech Charter Academy, Inc.. Students are defined as those persons registered in a full time Grade 9-12 high school program. The term "Volunteers" refers to those persons properly registered and currently active as school volunteers pursuant to Policy 2.18.

3. Rewards Program: To be eligible for rewards, eligible participants (Superintendent or Management Company Representative excluded) must make suggestions that are beyond the scope of normal job expectations, and bring tangible monetary, quantifiable gains to the School. Suggestions must be submitted in writing and be implemented within two years.

   Total rewards will be equal to 10% of the first year's savings or revenue gains, but shall not exceed $2000.Non- monetary awards shall include, but are not limited to, certificates, plaques, medals, ribbons, and photographs. Expenditure for a non-monetary award shall not exceed $75.00.

   Eligible recipients will initially receive $200 if their suggestions are implemented and promise to bring tangible gains. After twelve (12) months, eligible recipients will generally receive the balance of their awards, payable the September after a full years implementation.

   The Academy Superintendent or Management Company Representative shall administer the program with advice from the Board Treasurer, and School Accounting Services, Inc. representatives.

4. All rewards must be approved by the Governing Board.

Authority:	§§ 1001.41(2); 1012.22(1)(g); Fla. Stat
Implemented:	§§ 1001.41(1): 1012.22(1)(g); Fla. Stat
Reference:	Palm Beach School District Policy 2.63
History:	New: 06/02/2005; Revised 07/07/200, 3/11/2010; 12/14/17

South Tech Charter Academy, Inc. Board Policy **6.301**

PROPERTY ACCOUNTABILITY AND RESPONSIBILITY

All real property, furnishings, instructional, and non-instructional equipment purchased with public funds at South Tech Charter Academy, Inc. remain the property of the Sponsor. South Tech Charter Academy, Inc. agreed in its' Charter to utilize the Sponsor's database to maintain property accountability records, and report annually to the Sponsor. This policy is intended to implement the agreement.

1. The Academy Superintendent or Management Company Representative shall designate administration managers and department heads as custodians of property assigned to their area of responsibility.

2. Each property custodian shall be responsible for the safekeeping and proper use of the property entrusted to their care. A property custodian cannot transfer responsibility to subordinates, however subordinates may assist in meeting this responsibility.

   Safekeeping of personal property is the responsibility of each employee. Employees are urged to properly secure personal belongings in their vehicles and work areas when not in immediate control of such property. Personal property loss is not reimbursable, unless covered by employee's personal insurance.

3. Each property custodian shall be responsible for maintaining and furnishing such records of property as shall be prescribed by the Sponsor and for furnishing such reports concerning lost or stolen property. Losses resulting from negligence may result in personal liability.

4. The Superintendent or Management Company Representative shall report to the Governing Board and Sponsor all property that has been lost, stolen, recovered or discarded. Such report is to include recommendation for inactivation and reactivation of the property record and information applicable to personal liability that may be appropriate to the circumstances of loss or theft.

Authority: 120.53, 230.22(2) FS

Implemented: 120.53, 230.22(2) FS; South Tech Charter High School Charter General Provisions, L13; FS 1002.33

Reference: Palm Beach School District Policy 6.10

History: New: 9/02/2004; Revised: 7/07/2005, 3/11/2010; 12/14/17

FOOD PREPARED OUTSIDE THE SPONSOR FOOD SERVICE PROGRAM

1. The following criteria for the preparation of foods outside the regular school food service program shall be followed:

    a. South Tech Charter Academy, Inc. will not compete with the services currently provided by the Sponsor's food service program.

    b. The Culinary Arts Department will be first consulted to prepare food for special activities and other official school functions.

    c. Both the food and additional labor costs for such events must be fully reimbursed to the Culinary Arts program.

Authority: 120.53 FS; South Tech Charter High School Charter, Part 25.0, Sec. D

Implemented: 120.53 FS; South Tech Charter High School Charter, Part 25.0, Sec. D

Reference: Palm Beach School District Policy 6.27

History: New: 10/07/2004; Revised: 7/07/2005; 12/14/17

SPONSOR REPORTING REQUIREMENTS

1. The financial record keeping of South Tech Charter Academy, Inc. is in accordance with Generally Accepted Accounting Principles (GAAP).

2. South Tech Charter Academy, Inc. will maintain a calendar of financial reporting requirements to be in compliance with the Sponsor District.

3. The Governing Board will approve financial submissions to the Sponsor.

Authority: 120.53 FS

Implemented: 123.53; ¶ 1002.33(9)(i); South Tech High School Charter

New: 10/07/2004; Revised: 7/07/2005; 12/14/17

AUDIT REQUIREMENTS

1. The Governing Board will annually approve a financial audit contract for review of financial statements. The audited financial statements will be reviewed and approved by the Governing Board before submission to the Sponsor.

2. The Governing Board may authorize additional audits if deemed necessary.

Authority: 120.53 FS

Implemented: 120.53 FS; 1002.33(9)(i);

Reference: South Tech Charter High School Charter, Part 21.0

History: New: 10/07/2004; 12/14/17

SOUTH TECH CHARTER ACADEMY, INC.
BOARD POLICY

CHAPTER 7- FACILITIES AND OPERATIONS

7.19	Tobacco-Free Environment (District Policy)

RULES OF THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

Title 6Gx50
Chapter 7. Facilities and Operations
Section 7.19

Policy 7.19 Tobacco Free Environment

1. Purpose

The School Board of Palm Beach County (Board) recognizes that the use of tobacco products is a health, safety, and environmental hazard for students, employees, parents, visitors, and school facilities. The School Board believes that the use of tobacco products on school grounds, in school buildings and facilities, on school property or at school-related or school-sponsored events is detrimental to the health and safety of students, employees, and visitors. Smoking and other uses of tobacco products are detrimental to health and a significant contributor to medical issues and death. Thus, the purpose of this policy is to establish that the Palm Beach County School District (District) maintains a tobacco-free environment, to provide for notification to the District employees, students and the public; and to provide an effective date of the policy.

2. Applicability of Policy

This policy applies to students, employees, volunteers, parents, spectators, and visitors.

3. Definitions

For the purposes of this policy, the following definitions shall apply.

a. *At any time* means during normal school and non-school hours: 24 hours a day, seven days a week, 365 days a year.

b. *Electronic cigarette (e-cigarette)* means any oral device that provides a vapor of liquid nicotine, lobelia, and/or other substance, and the use or inhalation of which simulates smoking. The term shall include any such devices, whether they are manufactured, distributed, marketed or sold as a-cigarette, e-cigars, e-pipes, or under any other product name or descriptor.

c. *Tobacco product* means any lighted or unlighted cigarettes, cigars, clove cigarette, blunts, bidis, pipes, hookah, chewing tobacco, snuff, and any other items containing or reasonably resembling tobacco or tobacco products.

d. *Off-campus, school-sponsored event* means any event sponsored by the school or school district that is not on school property, including but not limited to, sporting events, day camps, field trips, seminars, dances, or theatrical productions.

4. Policy Statement

No student, employee, volunteer, contractor or school visitor is permitted to use tobacco products of any kind or electronic cigarettes at any time in, on, or during the following:

a. any building, facility, or vehicle owned, leased, or rented by the District;

b. any school grounds and property, including all schools, district offices, athletic fields, practice fields, playgrounds, parking lots, administrative offices, maintenance, transportation areas, etc., owned, leased, rented, or chartered by the District; and/or;

c. at any off-campus, district or school-sponsored event.

5. Exception

A school principal may permit tobacco products to be included in counseling, educational, instructional or research activities in the school building; provided that, the activity is conducted or supervised by a District employee overseeing the instruction or research and the activity does not involve smoking, chewing, or otherwise ingesting the tobacco product.

6. Notification of Policy and Implementation

Appropriate signage will be posted in a manner and location on all District property that adequately notifies employees, students, parents, visitors and the public of this policy.

7. Tobacco Promotion Prohibited

Tobacco advertising is prohibited on school grounds, in all school-sponsored publications, on District vehicles and buses, and at all school-sponsored events. Tobacco promotional items that promote the use of tobacco products, including but not limited to, clothing, bags, lighters and other tobacco articles are not permitted on school grounds, in school-sponsored publications, in school vehicles or at school sponsored events.

8. Educational and Cessation Programs

a. *Prevention Education for Students.* The administration will consult with Student Intervention Services and other appropriate health organizations to identify and provide programs or opportunities for students to gain a greater understanding of the health hazards of tobacco use and the impact of tobacco use as it relates to providing a safe, orderly, clean, and inviting school environment. The administration will ensure that students in grades K-12 receive tobacco prevention education using sequential, age appropriate, current, accurate, evidenced based curricula and a skills-based approach (involving students in active "hands on" learning experiences).

b. *Cessation Support Programs.* The administration will consult with Student Intervention Services, the Palm Beach County Health Department, Employee Wellness in Risk & Benefits Management, the American Lung Association and other appropriate health organizations to provide students and employees with information and access to support systems, tobacco use cessation programs, and services to encourage them to abstain from the use of tobacco products.

9. Responsibility of Administrators

It is the responsibility of District and School administrators to:

a. Communicate this policy verbally to students, employees, family members, volunteers and visitors, at school events, through signage, and school handbooks.

b. Treat violators who are students or employees with disciplinary actions consistent with Board policies.

c. Ensure that family members, volunteers or visitors who violate the policy discontinue using the tobacco product or electronic cigarette, or leave the premises, Law enforcement officers may be contacted to escort the person off the premises or cite the person for trespassing if the person refuses to leave the school property.

d. Include the prohibition as provided in this policy in contracts with outside groups who use the school buildings and other facilities.

10. Disciplinary Actions for Students or Employees Violators

a. *Students.* Consequences for students engaging in the prohibited behavior will be provided in

accordance with the school's student behavior management plan. In accordance with the School District's Discipline Matrix, the administration will offer violators an Alternative to Suspension (ATS) Program. The ATS program will provide accurate, up-to-date information on the many consequences of tobacco use, offer techniques that students can use to stop tobacco use at school, and provide referrals to local youth tobacco cessation programs. Parents/guardians will be notified of all violations and actions taken by the school. Suspension will only be used after a student has two or more prior violations or refused to participate in an Alternative to Suspension Program.

b. *Employees.* Consequences for employees who violate the tobacco use policy will be in accordance with personnel policies or any relevant collective bargaining agreement.

11. **Effective Date of Policy**

This policy shall take effect in full on July 1, 2012.

STATUTORY AUTHORITY: Fla. Stat.§§ 1001.41; 1001.42

LAWS IMPLEMENTED: Fla. Stat. § 386.209

HISTORY: April 6, 1982; December 11, 1985; September 16, 1992; 4/18/2012

SOUTH TECH CHARTER ACADEMY, INC.
BOARD POLICY
CHAPTER 8 – CURRICULUM AND INSTRUCTION

8.01	South Tech Academy Eligibility Requirements
8.012	Promotion, Placement, and Graduation – Student
8.013	Policies Relating to Commencement, Diplomas, Early Graduation
8.014	Pass or Fail Option for Physical Education
8.018	High School Semester and Final Examination
8.020	Proposed Changes in Curriculum
8.071	Curriculum Development
8.121	Copyright

SOUTHTECH CHARTER ACADEMY, INC. ELIGIBILITY REQUIREMENTS

1. Students to be Served

    a. SouthTech Charter Academy, Inc. will serve those students who are or whose parent(s) or legal guardian(s) are residents of Palm Beach County, Florida, or other districts with whom inter-district agreements exist with the Charter School's Sponsor. SouthTech Charter Academy, Inc. will focus recruiting efforts on incoming ninth grade students, but will consider accepting upper grade students on a case-by-case basis according to career academy program enrollment space availability.

    b. SouthTech Charter Academy, Inc. shall enroll an eligible student who submits a timely application, unless the number of applications exceed the capacity of a program, class, grade level or building. In such case, all eligible applicants shall have an equal chance of being admitted through a random selection process after those eligible students entitled to preference under Florida Law are admitted. {Students entitled to preference are delineated in 1002.33 (10).}

    c. The Academy shall be non-sectarian and non-discriminatory in its programs and admission policies and shall act in full compliance with all State and Federal legal requirements for race and gender equality.

2. Eligibility Requirements

    a. Any student may be recommended for admission to SouthTech Charter Academy, Inc. by the home school teacher, counselor, and/or occupational specialist.

    b. All students must complete and submit a timely application including evidence of:

        i. Acceptable Discipline Records (Define)

        ii. Acceptable Attendance Records (Define)

        iii. A willingness of students and parents to commit to a four-year program of study consisting of a minimum of 24 credits as a graduation requirement

        iv. Parents/Guardians and students must sign the handbook acknowledgement of acceptable behavior, to be in regular attendance, and to achieve levels of academic performance required to meet graduation requirements. Failure to meet requirements will result in escalating discipline and/or tutorial participation, including mandatory homework and other academic exercises, until the student is on-track for graduation. As part of this acknowledgement, parents/guardians are strongly encouraged to become members of the School Improvement Steering Committee and participate in the scheduled parent training opportunities.

        v. Applicants who do not have a 2.0 Grade Point Average or Level 3 Core Subject Area State Assessments will be placed in rigorous tutorial programs which may include an extended school day, Saturday school, special mandatory homework, or other remedial efforts, according to need. Parents and students will also be advised that any and all intensive (remedial) coursework will only count for elective credit. These rigorous remedial exercises will be explained to the students and their parents/guardians both in writing and through a mandatory orientation session which will be attended prior to the application being validated and entered into the lottery system. Both the written explanation and orientation session will be conducted in the applicant's native language, if possible. Applicants and parents/guardians must sign an acknowledgment to follow the remedial plan, which will be formalized as an Individual Student Educational Plan (ISEP), to validate the application and to have the application entered into the lottery process.

SOUTHTECH CHARTER ACADEMY, INC. ELIGIBILITY REQUIREMENTS

Applicants and parents/guardians who will not make the commitment for student remediation through signing the Agreement to enter into the ISEP will not be entered into the lottery process.

vi. Fla. Statutes prohibit using Academic Performance as a condition of student enrollment or withdrawal. While not eligibility requirements, parents and students will be informed, in writing, of the importance of proficiency in State Assessments and academic performance as indicated by Grade Point Average. Standardized Test Scores of at least a Level 3 or greater on Core Subject Area State Assessments are a requirement for earning a high school diploma. Test scores lower than Level 3 may also lessen the student's probability of earning career education certification or licensure - a major emphasis of SouthTech Charter Academy, Inc, as such certifications are based on passing rigorous subject matter examinations. A 2.0 Grade Point Average is another graduation requirement and is necessity for success in SouthTech Charter Academy, Inc.'s rigorous academic and career education curricula.

3. Waivers

   a. Upon review by the School Superintendent and appropriate staff, a discretionary and conditional wavier may be granted for students failing to meet one or more of the eligibility requirements.

   b. Waiver shall not be granted to any student with a prolonged record of aggressive misconduct or behavior deemed to be disruptive to the education process of other students.

Authority: FS 230.22(2); 1002.33(10)(c)(d)(e)(f)

Implemented: FS 230.23(4)(h); 1002.33(10)(c)(d)(e);

Reference: Palm Beach School District Policy 8.101

History: New: 8/19/2004; Revised: 7/07/2005, 3/11/2010, 6/09/2011, 11/10/2016; 12/14/17

PROMOTION, PLACEMENT, AND GRADUATION – STUDENT PROGRESSION PLAN

1. The Governing Board of South Tech Charter Academy, Inc. values the educational development of each student in the school. School instructional personnel will consider the individual student's academic needs when placing students in subjects, grade levels, or specialty programs.

2. Promotion between grade levels shall be based upon evaluation of each student's performance and achievement. To assist and guide school officials in their decisions on placement, promotion, retention, and special programs the Student Progression Plan, approved by the Governing Board, is incorporated by reference into this Board policy. Copies of the Plan shall be maintained at the school. The plan must include student performance standards and promotional and graduation requirements for grades 9-12; adult general education; exceptional student education; and dual enrollment. Before being presented to the Governing Board each year, it must be reviewed for compliance with Florida law and State Board of Education rules in any updates or revision.

3. As required by Fla. Stat 1008.25(7)(b)(5), the Academy must annually publish in the local newspaper any revisions to this policy on student retention and promotion from the prior year, referring to changes in the Student Progression Plan incorporated into this policy.

Authority:	1001.41; 1001.41(2); 1008.25; 1008.25(2)(7)(b)5; 1012.23(1) Fla. Stat.
Implemented:	1001.31; 1003.21; 1003.43; 1003.437; 1003.438; 1003.46; 1003.56; 1008.25 Fla. Stat.
History:	New: 9/23/2004; Revised: 7/07/2005; 12/14/17

South Tech Charter Academy, Inc. Board Policy **8.013**

POLICIES RELATING TO COMMENCEMENT, DIPLOMAS, EARLY GRADUATION

The awarding of multiple diplomas and Certificates of Completion, commencement exercises, graduation under Early Admission and Advanced Studies Program shall be as contained in the Palm Beach School Board Policies 8.012, 8.013, and 8.021

Authority: 232.245 (3) FS, 232.247, FS 6A-I.95 SBER, 230.22 (2) FS

Implemented: 230.22(2) FS; 6A-1.95(2) SBER

Reference: Palm Beach School District Policies 8.012, 8.013, 8.021

History: New: 10/21/2004; 12/14/17

South Tech Charter Academy, Inc. Board Policy **8.014**

PASS OR FAIL OPTION FOR PHYSICAL EDUCATION

Students taking physical education courses shall have the option of being graded on a pass (P) or fail (F) with the understanding that the grade of pass be equivalent to the standard grade normally required for a grade of “D” or better.

Courses taken using this option will not be included in the calculation of student grade point average or class ranking.

Authority: 230.22 (1) FS

Reference: Palm Beach School District Policy 8.024

History: New: 10/21/2004; 12/14/17

South Tech Charter Academy, Inc. Board Policy **8.018**

HIGH SCHOOL SEMESTER AND FINAL EXAMINATIONS

1. Semester and final examinations are considered part of the course and shall be completed with evidence of effort. Seniors completing all course work requirements with a grade of "A" may be exempted from the final examination for that course

2. Failure to comply with the above shall result in a grade of "I" (Incomplete).

3. No credit shall be given for any course in which a grade of "I" appears upon the Student's report card.

Authority:	230.22, (FS)
Implemented:	230.22(6)(a), (FS)
Reference:	Palm Beach School District Policy 8.041
History:	New: 03/03/05; 12/14/17

South Tech Charter Academy, Inc. Board Policy **8.020**

PROPOSED CHANGES IN CURRICULUM

All changes in curriculum must have approval of the Governing Board and the Secondary School Principal.

1. All additional and special programs shall be fully financed when placed in the School. This shall include an instructor, necessary equipment, instructional supplies and instructional materials

Authority: 230.22 (FS)

Implemented: 230.23(7) (FS)

Reference: Palm Beach School District Policy 8.08

History: New: 03/03/05; Revised: 7/07/2005; 12/14/17

South Tech Charter Academy, Inc. Board Policy **8.071**

CURRICULUM DEVELOPMENT

1. The Governing Board is committed to the continuing improvement of the educational program of South Tech Charter Academy, Inc.. To this end, the curriculum shall be evaluated and modified in the Academy. To this end, the curriculum shall be evaluated and modified in accordance with a plan for curriculum development.

2. As educational leader of the school, the Secondary School Principal shall be responsible to the Board for the development of curriculum and shall initiate the establishment of procedures for curriculum development that insure the effective participation of certificated staff members, students, the community, and members of the Governing Board.

3. The Principal or designee may conduct experimental programs that are not part of the duly adopted curriculum and are deemed to be necessary to the continuing growth of the instructional program; he/she shall report to the Governing Board any such pilot program conducted, along with objectives, evaluative criteria an costs, before each such program is initiated.

4. The Principal or designee shall report to the Board periodically on all progress in curricular development.

Authority: 230.22 FS

Implemented: 230.23(7)

History: New: 9/23/2004; Revised: 7/07/2005; 12/14/17

South Tech Charter Academy, Inc. Board Policy **8.121**

COPYRIGHT MATERIALS

Use and reproduction of copyright materials shall be carried out in accordance with applicable federal and state laws.

Approval of, and entrance into copyright agreements shall rest with the Superintendent or Management Company Representative or designee(s).

Authority:	17USC §§ 101-810; (PL 94-553, 90 STAT 2541); 230.03FS; 230.22(2), FS
Implemented:	230.23(7), FS
Reference:	Palm Beach School District Policy 8.121
History:	New: 02/01/2007; Revised: 3/11/2010; 12/14/17

Book	School Board Policies
Section	Ch. 8. Curriculum and Instruction
Title	Technology Acceptable Use Policy for Students
Code	8.123
Status	Active
Adopted	October 15, 1997
Last Revised	August 26, 2015

Policy 8.123 Technology Acceptable Use Policy for Students

1. Purpose. -- The purpose of this Policy is to set forth terms and conditions as well as standards for the acceptable uses by students of Palm Beach County School District technology resources. This policy does not prohibit or restrict public access to inspect data and information on publicly available District technology resources.

2. Definitions - These definitions apply to terms within this policy and its incorporated Manual.

   a. Defamation - Defamation, including libel, has been interpreted to mean that a plaintiff must show that (1) the defendant published a false statement about the plaintiff, (2) to a third party, and (3) the falsity of the statement caused injury to the plaintiff.

   b. Harmful to Minors - Any reproduction, imitation, characterization, description, exhibition, presentation, or representation, of whatever kind or form, depicting nudity, sexual conduct, or sexual excitement when it: (a) Predominantly appeals to prurient, shameful, or morbid interest; (b) is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material or conduct for minors; and (c) taken as a whole is without serious literary, artistic, political, or scientific value for minors.

   c. Obscene - The status of material which: (a) The average person, applying contemporary community standards, would find, taken as a whole, appeals to the prurient interest; (b) Depicts or describes, in a patently offensive way, sexual conduct as specifically defined herein; and (c) Taken as a whole lacks serious literary, artistic, political, or scientific value.

3. Student access to District technology resources is authorized exclusively for academic purposes as stated below.

   a. District technology resources include, but are not limited to, electronic mail, Internet access, electronic records and databases, and computer software and hardware, including biometric record readers. Students may be provided or have access to electronic mail if authorized by the Superintendent/designee for educational or learning purposes.

   b. Students shall not use any such resource for private business, personal use or gain, and student use must be related to the curriculum, the academic development of the student, or a school extracurricular activity, as defined in Fla. Stat. § 1006.15 (2) and as provided within School Board Policy 5.60.

   c. Students shall not use District technology resources for hacking, cheating, criminal activity, vandalism, sexting, cyber bullying, circumventing of District proxies or security policies, violating any state or federal laws or School Board policies, or violating third-party providers' acceptable use policies or terms and conditions of use.

   d. Students are required to keep their passwords confidential, and they are not allowed to disclose them to any other person, except that the principal and teacher may allow for relaxed standards as to passwords for

students in lower grades or of younger ages only, or if certain students require a reasonable accommodation based on impaired cognitive or processing ability, or other recognized comprehension deficit, due to disability.

e. Students will have a unique user id, except IT may approve in certain situations a generic user id. Students shall use a generic user id only for the intended purpose as authorized by School Administrators or Instructional personnel. The principal and teacher may request that IT provide shortened or simplified user ids for students in lower grades or of younger ages only, or if certain students require a reasonable accommodation based on impaired cognitive or processing ability, or other recognized comprehension deficit, due to disability.

4. The Superintendent has established the accepted network user standards of behavior, as well as guidelines, which apply to students using District technology resources. These standards and guidelines are found within this Policy and within the District's Information Technology (IT) User Standards and Guidelines Manual ("Manual"). This Manual is specifically incorporated herein by reference as part of this Policy and is located on the District's Information Technology Security web site.

5. When a student uses District technology resources, the student is subject to and is required to abide by the provisions, terms, conditions and standards within this Policy and the Manual, including the Notice of Conditions for Student Use of District Technology, Appendix 1 to the Manual, as well as other applicable policies.

6. Students using District wireless devices, including but not limited to cell phones, are also subject to the provisions within School Board Policy 5.183.

7. The student registration form, PBSD 0636, which is required to be reviewed, completed and signed by the parent/legal guardian/emancipated student annually, will contain language providing Notice of this Policy and will state:

"NOTICE OF TECHNOLOGY ACCEPTABLE USE POLICY FOR STUDENTS

Your child's school's access to the Internet is filtered to comply with the Children's Internet Protection Act and School Board Policy 8.125. Your child will be required to follow the acceptable use standards and guidelines that are stated in Policy 8.123, the referenced Manual, and the Notice of Conditions for Student Use of District Technology and be bound by their terms. There is only a limited expectation of privacy to the extent required by law related to a student's use of these technology resources. Before your child uses these District resources, he/she will read, be read to, and/or explained these documents and will electronically acknowledge that he/she understands, and agrees to follow, them. You are invited to read this Policy, Manual and Notice. If you need assistance reading the documents, you may ask the school for assistance. The policy is available at: http://www.palmbeachschools.org/policies/ under chapter 8—Policy 8.123."

8. There is only a limited expectation of privacy to the extent required by law for the student related to his/her use of these technology resources. The District may monitor a student's use of District technology for good cause, such as educational purposes, responding to a records request, compliance with School Board policies, compliance with the Children's Internet Protection Act (CIPA), to investigate a possible security incident, as part of the District's routine maintenance of its technology resources, or to analyze computer performance. This provision shall be interpreted and implemented in conformance with Family Educational Rights and Privacy Act (FERPA) (20 U. S.C. § 1232g); 34 C. F.R. Part 99; and Fla. Stat. §§ 1002.22 and 1002.221. Students are advised that many District technology resources, including but not limited to laptops and desktops, may contain input systems such as web cameras and microphones which can be remotely controlled to turn them on and off. The District will not utilize any such input systems remotely unless consistent with the law. The District has the right to track, consistent with the law, the physical location of District technology that was issued to a student when it is lost, stolen, misplaced, or for an emergency purpose.

9. As set forth in the Manual, students may use electronic acknowledgements through their District account for certain forms and documents as approved by the Superintendent/designee.

10. Violation of this Policy or the standards required by this Policy may result in disciplinary action as set forth in School Board policies 5.1812 and 5.1813. IT has the authority to take reasonably necessary immediate actions to protect District technology resources.

11. The Superintendent/designee will direct age appropriate training annually for students who use District technology. The training will be provided and designed to promote the District's commitment to CIPA and:

a. the standards and acceptable use of District technology as set forth in the Manual and this Policy;

b. Student safety and meeting any E-rate requirements by teaching children:

i. about safety on the internet,

ii. appropriate behavior while on online, on social networking websites and in chat rooms, and

iii. increasing cyber bullying awareness and response.

During the training, students will be allowed to ask questions. Following receipt of this training, the student will acknowledge electronically that he/she viewed the training and understood it and will follow the provisions of the Policy and Manual.

STATUTORY AUTHORITY:	Fla. Stat. §§ 1001.32 (2); 1001.41 (2); 1001.42 (25); 1001.43 (1)
LAWS IMPLEMENTED:	Fla. Stat. §§ 1001.32 (2); 1001.43 (3); 1001.42 (8) & (9); 1003.31; 1006.28 (1)
HISTORY:	10/15/97; 7/7/2010; 08/26/2015

RELATED POLICIES:

Policy 2.036 - Breach of Personal Identification Information
Policy 2.50 - Third Party Use of Technology
Policy 3.29 - Acceptable Use of Technology by Employees
Policy 8.123 - Acceptable Use of Technology by Students
Policy 8.125 - District Review and Filtering of Web Sites